

Health Services (SH)

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

**Group: Health Services
(All Employees)**

Expiry date: September 30, 2018

This agreement covers the following group(s):

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

“continuous employment”

has the same meaning as specified in the Directive on Terms and Conditions of Employment on the date of signing of this agreement (« emploi continu »);

“daily rate of pay”

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

“day of rest”

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

“designated paid holiday”

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

“double time”

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

“employee”

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

“Employer”

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

“headquarters area”

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

“hourly rate of pay”

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

“Institute”

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

“lay-off”

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

“leave”

means authorized absence from duty (« congé »);

“membership dues”

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

“overtime”

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

“spouse”

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

“straight-time rate”

means the employee hourly rate of pay (« tarif normal »);

“time and one-half”

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

“weekly rate of pay”

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

2.02 Except as otherwise provided in this agreement, expressions used in this agreement,

- a. if defined in the public service Labour Relations Act, have the same meaning as given to them in the public service Labour Relations Act,
and
- b. if defined in the Interpretation Act, but not defined in the public service Labour Relations Act, have the same meaning as given to them in the Interpretation Act.

Article 3: official texts

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

Article 4: application

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

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

Article 5: management rights

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

Article 6: rights of employees

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

Article 7: publications and authorship

Preamble

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

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

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

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

7.04

- a. The Employer may suggest revisions to a publication and may withhold approval to publish.

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

Article 8: hours of work and shift work

8.01

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

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

8.02 Hours of work: general

- a. This paragraph does not apply to the DE, MD and NU groups.
 - The scheduled workweek shall be thirty-seven decimal five (37.5) hours and the scheduled workday shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period, between the hours of 7:00 am and 6:00 pm. The normal workweek 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 workweek shall be thirty-seven decimal five (37.5) hours and the normal workday shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period, between the hours of 7 am and 6 pm.
 - 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 workweek shall be Monday through Friday.
- d. This paragraph only applies to ND-DITs in hospitals.

The workweek 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 workweek

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 workday 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 workday.

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 workweek and scheduled workday

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 am
 - 8 am to 4 pm
 - 4 pm to 12 midnight
- or

- 11:30 pm to 7:30 am
- 7:30 am to 3:30 pm
- 3:30 pm to 11:30 pm
- or
- 11:00 pm to 7:00 am
- 7:00 am to 3:00 pm
- 3:00 pm to 11:00 pm

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 workweek 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 workday.

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 or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;
 - iii. notwithstanding subparagraph (ii) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one-half (1 1/2) for the first day worked.
- b. on a holiday, the employee shall be paid, in addition to the pay that he would have been granted had he not worked on the holiday:
 - i. one and one-half (1 1/2) times his hourly rate of pay for the first (1st) seven decimal five (7.5) hours worked;

and
 - ii. two (2) times his hourly rate of pay for hours worked in excess of seven decimal five (7.5) hours;
 - iii. when an employee works on a holiday following a day of rest on which the employee also worked and received overtime in accordance with subparagraph 9.01(a)(ii), the employee shall be paid, in addition to the pay that he would have been granted had he not worked on the holiday, two (2) times his hourly rate of pay for all time worked.
- c. This paragraph applies to the MD and DE Groups only.

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

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

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

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

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

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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 twelve dollars (\$12.00), 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 twelve dollars (\$12.00) 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**

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10.01 This clause does not apply to DE and MD groups

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 three (3) hour period.

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

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

Clause 10.05 applies to the DE and MD Groups only

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

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

- b. A minimum:
- i. credit of four (4) hours of work for the purpose of subparagraph 8.02(c)(i),
or
 - ii. four (4) hours pay at the employee's hourly rate of pay if the hours worked are in excess of the normal hours of work for the applicable four (4) week period,

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

Article 11: standby

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

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

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

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

Article 12: designated paid holidays

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

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

- a. New Year's Day,
- b. Good Friday,
- c. Easter Monday,
- d. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
- e. Canada Day,
- f. Labour Day,
- g. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- h. Remembrance Day,
- i. Christmas Day,

- j. Boxing Day,
- k. one 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 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. by a payment; or
 - B. upon request and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, in the form of compensatory leave with pay. Compensatory leave earned in a fiscal year and outstanding on 30 September of the next following fiscal year shall be paid at the employee's hourly rate of pay on 30 September; or
 - C. upon request and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, a combination of a payment 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 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 workplace, as applicable, direct to the employee's destination and, upon his return, direct back to the employee's residence or workplace.
- c. In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

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

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

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

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

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

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

13.09 Travel status leave

- a. An employee who is required to travel outside his headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted seven

decimal five (7.5) hours of time off with pay. The employee shall be credited with one (1) additional seven decimal five (7.5) hours of time off for each additional twenty (20) nights that the employee is away from his permanent residence to a maximum of eighty (80) additional nights.

- b. The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.
- c. This leave with pay is deemed to be compensatory leave and is subject to the Article 9.04.
- d. The provisions of this clause do not apply when the employee travels to attend courses, training sessions, professional conferences and seminars, unless the employee is required by the Employer.

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

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

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- a. kilometric rate 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 1 to March 31, 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 seventy-five (75) hours:

Paragraph 15.02(a) applies only to the MD Group

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

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

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

- h. eighteen decimal seven five (18.75) hours per month commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

15.03

- a. 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.

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- b. For the purpose of paragraph 15.03 (a) only, effective April 1, 2012, on a going forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of the vacation leave credits.

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

15.04 Entitlement to vacation leave with pay

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

15.05 Approval, denial or cancellation of a request for vacation leave

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

15.06 Provision for vacation leave

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

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

15.07 Replacement of vacation leave

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

- a. is granted bereavement leave,
or
- b. is granted sick leave on production of a medical certificate,
or
- c. is granted leave with pay because of illness in the immediate family,

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

15.08 Carry over

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

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

15.09 Recall from vacation leave

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

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

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

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

15.11 Cancellation or alteration of vacation leave

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

15.12 Leave when employment terminates

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

15.13 Vacation leave credits for severance pay

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

15.14 Abandonment

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

15.15 Recovery on termination

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

15.16 Appointment to a separate agency

Notwithstanding clauses 15.12 and 15.13 an employee who resigns to accept an appointment with an organization as defined in Schedule V of the Financial Administration Act may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

15.17 Appointment from a separate agency

The Employer agrees to accept the unused vacation leave credits up to a maximum of two hundred and sixty-two decimal five (262.5) hours of an employee who resigns from an organization as defined in Schedule V of the Financial Administration Act in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

15.18

Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 15.03.

Article 16: sick leave

16.01 Credits

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

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

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

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

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

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

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

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

****Article 17: other leave with or without pay**

17.01 General

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

****17.02 Bereavement leave with pay**

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

- a. When a member of the employee's immediate family dies, an employee:
 - i. shall be entitled to a single bereavement period of seven (7) consecutive calendar days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death. During such period the employee shall be paid for those days which are not regularly scheduled days of rest;
 - ii. in addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

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- 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, sister-in-law or grandparent of spouse.

- c. It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Deputy Head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater or in a manner other than that provided for in subparagraph 17.02(a) (i) and (b).
- d. If, during a period of sick leave or vacation leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave under this clause, the employee shall be granted bereavement leave and the sick leave or vacation leave credits shall be restored to the extent of any concurrent bereavement leave granted.

17.03 Maternity leave without pay

- a. An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- b. Notwithstanding paragraph (a):
 - i. where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
 - or
 - ii. where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,
 the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.
- c. The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- d. The Employer may require an employee to submit a medical certificate certifying pregnancy.
- e. An employee who has not commenced maternity leave without pay may elect to:
 - i. use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - ii. use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 16: sick leave. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 16: sick leave, shall include medical disability related to pregnancy.

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

****17.04 Maternity allowance**

- a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
 - i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer, and
 - iii. has signed an agreement with the Employer stating that:
 - A. she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
 - C. should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the public service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:

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

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

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

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- 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 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;
 - 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; and
 - iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety three per cent (93%) of her weekly rate of pay, less any other monies earned during this period.
- d. At the employee's request, the payment referred to in subparagraph 17.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or the Québec Parental Insurance maternity benefits.

- e. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act or the Québec Parental Insurance Act in Québec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate and the recruitment and retention "terminable allowance" to which the employee is entitled for her substantive level to which she is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate and the recruitment and retention "terminable allowance" she was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance, the allowance shall be adjusted accordingly.
- j. Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

17.05 Special maternity allowance for totally disabled employees

- a. An employee who:
 - i. fails to satisfy the eligibility requirement specified in subparagraph 17.04(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the Government Employees Compensation Act prevents her from receiving Employment Insurance or Québec Parental Insurance maternity benefits, and
 - ii. has satisfied all of the other eligibility criteria specified in paragraph 17.04(a), other than those specified in sections (A) and (B) of subparagraph 17.04(a)(iii),

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

- b. An employee shall be paid an allowance under this clause and under clause 17.04 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance maternity benefits for the reasons described in subparagraph 17.05(a)(i).

17.06 Parental leave without pay

- a. Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee’s care.
- b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee’s care.
- c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to 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:

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

however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the public service Labour Relations Act within a period of ninety (90) days or less is not indebted for the amount if 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).

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- 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 before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay and the recruitment and retention "terminable allowance" for each week of the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate of pay and the recruitment and retention "terminable allowance" and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention "terminable allowance" for each week, less any other monies earned during this period;
 - iv. where an employee has received the full thirty five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, at ninety three per cent (93%) of her

weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 17.04 c) iii) for the same child.

- d. At the employee's request, the payment referred to in subparagraph 17.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or the Québec Parental Insurance parental benefits.
- e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Québec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate and the recruitment and retention "terminable allowance" to which the employee is entitled for the substantive level to which she or he is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate and the recruitment and retention "terminable allowance" the employee was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- k. The maximum combined, shared maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

17.08 Special parental allowance for totally disabled employees

- a. An employee who:
 - i. fails to satisfy the eligibility requirement specified in subparagraph 17.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the Government Employees Compensation Act prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits, and
 - ii. has satisfied all of the other eligibility criteria specified in paragraph 17.07(a), other than those specified in sections (A) and (B) of subparagraph 17.07(a)(iii),
- b. 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.
- c. 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) parents (including stepparents or foster parents), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandchild or grandparents of the employee.
- b. The total leave with pay which may be granted under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.
- c. 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;
 - iv. leave with pay to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
 - v. leave with pay to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
 - vi. seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 17.12(b) above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.
- d. Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 17.12(c) (ii) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

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;
 - 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 workplace committee or the health and safety representative.
- b. An employee's request under paragraph (a) must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

- c. An employee who has made a request under paragraph (a) is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
 - i. modifies her job functions or reassigns her,
 - or
 - ii. informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- d. Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- e. Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- f. An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.
- g. Notwithstanding clause (e), for an employee working:
 - i. in an institution at Correctional Service Canada where she is in direct and regular contact with offenders,
 - and
 - ii. for Health Canada NU-CHNs who are permanently assigned in nursing stations situated in remote and isolated First Nations communities (type 1 and 2 according to Health Canada's Community Workload Increase System (CWIS),
 - iii. OP and NU-HOS at Ste-Anne de Bellevue Hospital and an employee working at the RTCOSI who provide direct and regular health care to patients,
 - iv. OP and NUs in the Department of National Defence who provide direct and regular health care to patients,

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

17.19 Medical appointment for pregnant employees

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

****17.20 Volunteer leave**

Effective on April 1, 2018, clause 17.20, Volunteer leave, is deleted from the collective agreement.

- 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.

Effective on April 1, 2018, clause 17.21 b) is amended to reflect the following:

****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, up to fifteen (15) hours of leave with pay for reasons of a personal

nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seventy five (3.75) hours each.

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

c. Quarantine leave

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

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

17.22 Other leave without pay

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

Article 18: career development

18.01 General

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

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

18.02 Education leave

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

- c. Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- d. As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
 - i. fails to complete the course,
 - ii. does not resume employment with the Employer on completion of the course, or
 - iii. ceases to be employed, except by reason of death or lay-off, before termination of the period he has undertaken to serve after completion of the course,

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

18.03 Attendance at conferences and conventions

- a. The parties to this agreement recognize that attendance or participation at conferences, conventions, symposia, scientific meetings, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- b. In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to the employee's field of specialization, subject to operational constraints.
- c. The Employer may grant leave with pay and reasonable travel expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- d. An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
- e. An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to the employee's field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for the payment of convention or conference registration fees and reasonable travel expenses.
- f. An employee shall not be entitled to any compensation under Article 9: overtime, and Article 13: travelling time, in respect of hours the employee is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by paragraph (d).

- g. Subject to budgetary and operational constraints, the Employer shall make every reasonable effort to accommodate shift changes or rest day changes to facilitate attendance at conferences, conventions, symposia, scientific meetings, workshops and other gatherings of a similar nature, while on duty.

18.04 Professional development

- a. The parties to this agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:
 - i. to participate in workshops, short courses, similar out-service programs or continuing education courses to keep up to date with knowledge and skills in their respective fields, to acquire continuing profession specific credits required to complete or maintain current licensing/registration standards.
 - ii. to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer, including, subject to the Employer's approval, presentation of the results of such research to external bodies.
or
 - iii. to carry out research in the employee's field of specialization not specifically related to the employee's assigned work projects when in the opinion of the Employer such research is needed to enable the employee to fill his present role more adequately including, subject to the Employer's approval, presentation of the results of such research to external bodies.
- b. Subject to the Employer's approval an employee shall receive leave with pay in order to participate in the activities described in paragraph 18.04(a).
- c. An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.
- d. When an employee is selected by the Employer for professional development under this clause the Employer will consult with the employee before determining the locations and duration of the program of work or studies to be undertaken.
- e. An employee selected for professional development under this clause shall continue to receive his normal compensation including any increase for which the employee may become eligible. The employee shall not be entitled to any compensation under Article 9: overtime, and Article 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.

Subparagraph (f)(ii) applies only to Health Canada's NU-CHN's in the First Nations and Inuit Health (FNIH).

- ii. An employee on the Primary Care Skills Program shall be deemed to be on travel status.
- g. Subject to budgetary and operational constraints, the Employer shall make every reasonable effort to accommodate shift changes or rest day changes to facilitate attendance at workshops, short courses, similar out-service programmes or continuing education courses while on duty.

18.05 Selection criteria

- a. The Employer shall establish Selection Criteria for granting leave under clauses 18.02, 18.03 and 18.04. Upon request, a copy of these criteria will be provided to an employee and/or the Institute representative.
- b. The parties to this collective agreement acknowledge the mutual benefits to be derived from consultation on Career Development. To this effect, the Employer, upon request, will consult with the Institute as prescribed in Article 36: joint consultation.

18.06 Departmental Career Development Consultation Committee

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

18.07 Joint Institute / Treasury Board Career Development Committee

- a. In addition to consultation on career development at the departmental level referred to in clause 18.06, the representatives of the Employer and the Institute agree to establish a joint Institute / Treasury Board Career Development Committee.
- b. In establishing this committee, it is understood by the parties that Departments are responsible for the application of the policies related to Career Development.
- c. It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this agreement.

****Article 19: severance pay**

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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 pay for the first (1st) complete year of continuous employment two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- ii. On second (2nd) or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which he was granted Severance Pay under 19.01(a)(i) above.

b. 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.

c. Rejection on probation

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

d. 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 this article be pyramided.

For greater certainty, payments in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) made pursuant to 19.05 to 19.08 under Appendix V or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 19.02.

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

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19.04 Appointment to a separate agency

An employee who resigns to accept an appointment with an organization as defined in Schedule V of the Financial Administration Act shall be paid any outstanding payment in lieu of severance if applicable under Appendix V.

19.05 Employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found at Appendix V.

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-placement and periodic health evaluation for employees at risk as determined by the Employer in accordance with the Occupational Health Evaluation Standard.

Article 25: recognition

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

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

Article 26: check-off

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

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

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

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

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

26.06 The amounts deducted in accordance with clause 26.01 shall be remitted to the Institute by electronic payment 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. For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to the collective agreement. Where electronic access to the agreement is unavailable or impractical, or upon request, the employee shall be supplied with a printed copy of the agreement.

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

28.04

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

Article 29: stewards

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

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

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

29.04 Leave for stewards

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

Article 30: leave for labour relations matters

30.01 Public Service Labour Relations Board hearings

Complaints made to the Public Service Labour Relations Board pursuant to section 190(1) of the Public Service Labour Relations Act

Where operational requirements permit, in cases of complaints made to the Public Service Labour Relations Board pursuant to section 190(1) of the PSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the PSLRA, the Employer will grant leave with pay:

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

30.02 Applications for certification, representations and interventions with respect to applications for certification

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

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

30.03 Employee called as a witness

The Employer will grant leave with pay:

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

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

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

30.05 Employee called as a witness

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

30.06 Adjudication

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

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

30.07 Meetings during the grievance process**Employee presenting grievance**

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

- a. where the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of such employee and on duty status when the meeting is held outside the headquarters area of such employee;
and

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

30.08 Employee who acts as representative

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

30.09 Grievance investigations

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

30.10 Contract negotiations meetings

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

30.11 Preparatory contract negotiations meetings

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

30.12 Meetings between the Institute and management

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

30.13 Institute official meetings and conventions

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

30.14 Employee representatives training courses

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

Article 31: illegal strikes

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

Article 32: interpretation of agreement

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

Article 33: dispute resolution

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

Article 34: grievance procedure

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

34.02 Individual grievances

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

- a. by the interpretation or application, in respect of the employee, of

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

34.03 Group grievances

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

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

34.04 Policy grievances

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

A policy grievance may be presented by the Institute only at the final step of the grievance procedure, to an authorized representative of the Employer. The Employer shall inform the Institute of the name, title and address of this representative.

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

34.05

- a. For the purposes of this article, a grievor is an employee or, in the case of a group or policy grievance, a steward, Institute staff person or other authorized representative appointed by the Institute.
- b. No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a grievor to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this collective agreement.
- c. The parties recognize the value of informal discussion between employees and their supervisors and between the Institute and the Employer to the end that problems might be resolved without recourse to a formal grievance. When notice is given that an

employee or the Institute, within the time limits prescribed in clause 34.12, wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

34.06 A grievor wishing to present a grievance at any prescribed step in the grievance procedure, shall transmit this grievance to the employee's immediate supervisor or local officer-in-charge who shall forthwith:

- a. forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate step,
and
- b. provide the grievor with a receipt stating the date on which the grievance was received.

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

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

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

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

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

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

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

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

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

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

- a. where the decision or settlement is not satisfactory to the grievor, within ten (10) days after that decision or settlement has been conveyed in writing to the grievor by the Employer,
or
- b. where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 34.14, within fifteen (15) days after presentation by the grievor of the grievance at the previous step.

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

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

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

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

34.18 Where the provisions of clause 34.06 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day

it is delivered to the appropriate office of the department or agency concerned. Similarly, the Employer shall be deemed to have delivered a reply at any step on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the next higher step shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

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

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

34.21 Where the Employer demotes or terminates an employee pursuant to paragraph 12(1)(c), (d) or (e) of the Financial Administration Act, the grievance procedure set forth in this agreement shall apply except that:

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

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

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

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

- a. the interpretation or application of a provision of this collective agreement or related arbitral award,
or
- b. termination of employment or demotion pursuant to paragraph 12(1)(c), (d) or (e) of the Financial Administration Act,
or
- c. disciplinary action resulting in suspension or financial penalty,

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

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

- a. its approval of the reference of the grievance to adjudication,
and
- b. its willingness to represent the employee in the adjudication proceedings.

34.26 Expedited adjudication

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

The Professional Institute of the Public Service of Canada and the Treasury Board Secretariat agree to establish a process of expedited adjudication, which may be reviewed at any time by the parties and the Public Service Labour Relations and Employment Board (PSLREB). 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 PSLREB 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 PSLREB 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 PSLREB 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 PSLREB agree otherwise. The cases will be scheduled jointly by the parties and the PSLREB, and will appear on the PSLREB hearing schedule.
- h. The adjudicator will make an oral determination at the hearing which will be recorded and initialled by the representatives of the parties. This will be confirmed in a written determination to be issued by the adjudicator within five (5) days of the hearing. The parties may, at the request of the adjudicator, vary the above conditions in a particular case.
- i. The adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

Article 35: National Joint Council agreements

35.01 Agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after 6 December 1978, and as amended from time to time, will form part of this collective agreement, subject to the Public Service Labour Relations Act (PSLRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in section 113(b) of the PSLRA.

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

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

NJC directives

- Bilingualism Bonus Directive
- Commuting Assistance Directive
- First Aid to the General Public: Allowance for Employees
- Foreign Service Directives
- Isolated Posts and Government Housing Directive
- Memorandum of Understanding on Definition of Spouse
- NJC Relocation Directive
- Public Service Health Care Plan Directive
- Travel Directive
- Uniforms Directive

Occupational health and safety

- Motor Vehicle Operations Directive
- Occupational Health and Safety Directive
- Pesticides Directive

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

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

Article 36: joint consultation

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

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

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

Joint Consultation Committee meetings

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

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

36.06 Joint Consultation Committees are prohibited from agreeing to items which would alter any provision of this collective agreement.

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

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

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

Article 37: standards of discipline

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

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

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

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

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

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

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

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

Article 38: labour disputes

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

Article 39: part-time employees

39.01 Definition

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

39.02 General

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

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

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

39.05 Leave will only be provided:

- a. during those periods in which employees are scheduled to perform their duties;
or
- b. where it may displace other leave as prescribed by this agreement.

39.06 Designated holidays

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

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

39.08 Overtime

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

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

39.10 Call-back

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

39.11 Vacation leave

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee's normal workweek, 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 workweek for each calendar month in which the employee has received pay for at least twice (2) the number of hours in the employee's normal workweek.

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 workweek 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 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:

- a. a copy of the report placed on their file;
- b. an opportunity to sign the report in question to indicate that its contents have been read;
and
- c. an opportunity to submit such written representation as the employee may deem appropriate concerning the report and to have such written representations attached to the report.

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 workplace.

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: Correctional Service Specific Duty Allowance**

The following allowance replaces the former Penological Factor Allowance (PFA). The parties agree that only those incumbents of positions deemed eligible and/or receiving the PFA as of signing of this collective agreement, shall receive the new Correctional Service Specific Duty Allowance (CSSDA), subject to the criteria outlined below.

44.01 The CSSDA shall be payable to incumbents of specific positions in the bargaining unit which are in Correctional Services Canada (CSC). The Allowance provides additional compensation to an incumbent of a position who performs certain duties or responsibilities specific to CSC (that is, custody of inmates, excluding those duties that may be performed by employees occupying CX positions) within penitentiaries as defined in the Corrections and Conditional Release Act, and/or CSC Commissioner Directives.

44.02 The CSSDA shall be two thousand dollars (\$2,000) annually and paid on a by-weekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month.

44.03 When the incumbent of a position to which the CSSDA applies, is temporarily assigned or acting in a position to which no CSSDA applies, the employee shall continue to receive the CSSDA applicable to his substantive position. However, if the employee's basic monthly pay entitlement in the position to which he or she is temporarily acting or assigned, plus the CSSDA, if applicable, is less than his or her monthly pay entitlement plus the CSSDA in his or her substantive position, the employee shall receive the CSSDA applicable to his or her substantive position.

44.04 An employee will be entitled to receive the CSSDA, in accordance with 44.02:

- a. during a period of paid leave up to a maximum of sixty (60) consecutive 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.

44.05 The CSSDA 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

Article 45: pay

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

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

- a. the pay specified in Appendix “A” for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in his certificate of appointment,
or
- b. the pay specified in Appendix “A” for the classification prescribed in his certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

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

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

45.05 Pay administration

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

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

45.06 Rates of pay

- a. The rates of pay set forth in Appendix “A” shall become effective on the dates specified.
- b. Where the rates of pay set forth in Appendix “A” have an effective date prior to the date of signing of this agreement, the following shall apply:
 - i. “retroactive period” for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefor;

- ii. a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the groups identified in Article 25 of this agreement during the retroactive period;
- iii. for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
- iv. for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Directive on Terms and Conditions of Employment, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
- v. no payment or no notification shall be made pursuant to paragraph 45.06(b) for one dollar (\$1.00) or less.

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

45.08 Overpayment

Should there be an error made in pay calculations resulting in an overpayment, the employee shall be notified beforehand in writing of the requirement for repayment to the employer and the intended repayment schedule. The employer will discuss the proposed schedule with the employee prior to putting it into effect.

45.09 Acting pay

- a. When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for the number of consecutive working days indicated in (i) or (ii), the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts.
 - i. two (2) working days: ND-DIT and OP level 1, and NU-CHN and NU-HOS levels 1 to 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 Workweek) 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 ($1 \frac{1}{4}$) days = 9.375 hours
 - one and two-thirds ($1 \frac{2}{3}$) days = 12.500 hours
 - one and eleven-twelfth ($1 \frac{11}{12}$) days = 14.375 hours
 - two and one-twelfth ($2 \frac{1}{12}$) days = 15.625 hours
 - two and one half ($2 \frac{1}{2}$) 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 workday 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 workday 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 am and 6 pm.
 - 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 subparagraph 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.

**

49.02 Subject to the willingness and capacity of individual employees to accept relocation and retraining, the Employer will make every reasonable effort to ensure that any reduction in the workforce will be accomplished through attrition.

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 2018.

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

**

52.03 The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and twenty (120) days from the date of its signing.

Signed at Ottawa, this 6th day of the month of July 2017.

The Treasury Board of Canada	The Professional Institute of the Public Service of Canada
Sandra Hassan Josée Lefebvre Yves Beaupré Marc Cormier Adam Sylvestre Bonnie Beach Dr. Howard Njoo Donna Davis LCol Melissa Brooks Angela Charlton Jennifer Hamilton	Debi Daviau Jean-Paul Leduc Joanne Bouchard Colin Muise Bruno Gagnon Éric Massey Richard Smith Lynn Ohlson Jeff Whitehead Éric Fleurent Ginette Tardif

****Appendix “A”****DE: Dentistry Group annual rates of pay (in dollars)****Table Legend**

- \$) Effective October 1, 2013
- A) Effective October 1, 2014
- B) Effective October 1, 2015
- X) Effective October 1, 2016: restructure
- C) Effective October 1, 2016
- D) Effective October 1, 2017

DE-1: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	77630	81417	85199	88976	92760	96537	100399
A) October 1, 2014	78600	82435	86264	90088	93920	97744	101654
B) October 1, 2015	79583	83465	87342	91214	95094	98966	102925
X) Restructure effective October 1, 2016	82766	86804	90836	94863	98898	102925	107042
C) October 1, 2016	83801	87889	91971	96049	100134	104212	108380
D) October 1, 2017	84849	88988	93121	97250	101386	105515	109735

DE-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	84299	88410	92527	96630	100741	104856	109050
A) October 1, 2014	85353	89515	93684	97838	102000	106167	110413
B) October 1, 2015	86420	90634	94855	99061	103275	107494	111793
X) Restructure effective October 1, 2016	89877	94259	98649	103023	107406	111794	116265
C) October 1, 2016	91000	95437	99882	104311	108749	113191	117718
D) October 1, 2017	92138	96630	101131	105615	110108	114606	119189

DE-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	91706	96187	100663	105145	109620	114101	118664
A) October 1, 2014	92852	97389	101921	106459	110990	115527	120147
B) October 1, 2015	94013	98606	103195	107790	112377	116971	121649
X) Restructure effective October 1, 2016	97774	102550	107323	112102	116872	121650	126515
C) October 1, 2016	98996	103832	108665	113503	118333	123171	128096
D) October 1, 2017	100233	105130	110023	114922	119812	124711	129697

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, X and D scales of rates shown immediately below the employee's former rate of pay.

MD: Medicine Group annual rates of pay (in dollars)**Table Legend**

- \$) Effective October 1, 2013
- A) Effective October 1, 2014
- B) Effective October 1, 2015
- X) Effective October 1, 2016: restructure
- C) Effective October 1, 2016
- D) Effective October 1, 2017

Medical Officer Sub-Group**MD-MOF-1: annual rates of pay (in dollars)**

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	116510	121298	126096	130893	135687	140484	145283	150073
A) October 1, 2014	117966	122814	127672	132529	137383	142240	147099	151949
B) October 1, 2015	119441	124349	129268	134186	139100	144018	148938	153848
X) Restructure effective October 1, 2016	124219	129323	134439	139553	144664	149779	154896	160002
C) October 1, 2016	125772	130940	136119	141297	146472	151651	156832	162002
D) October 1, 2017	127344	132577	137820	143063	148303	153547	158792	164027

MD-MOF-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	144017	149009	154005	158997	164180	169148
A) October 1, 2014	145817	150872	155930	160984	166232	171262
B) October 1, 2015	147640	152758	157879	162996	168310	173403
X) Restructure effective October 1, 2016	153546	158868	164194	169516	175042	180339
C) October 1, 2016	155465	160854	166246	171635	177230	182593
D) October 1, 2017	157408	162865	168324	173780	179445	184875

MD-MOF-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4
\$) October 1, 2013	164429	170224	175764	181079
A) October 1, 2014	166484	172352	177961	183342
B) October 1, 2015	168565	174506	180186	185634
X) Restructure effective October 1, 2016	175308	181486	187393	193059
C) October 1, 2016	177499	183755	189735	195472
D) October 1, 2017	179718	186052	192107	197915

MD-MOF-4: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4
\$) October 1, 2013	182410	188405	194254	199867
A) October 1, 2014	184690	190760	196682	202365
B) October 1, 2015	186999	193145	199141	204895
X) Restructure effective October 1, 2016	194479	200871	207107	213091
C) October 1, 2016	196910	203382	209696	215755
D) October 1, 2017	199371	205924	212317	218452

Medical Specialist Sub-Group**MD-MSP-1: annual rates of pay (in dollars)**

Effective date	Step 1	Step 2	Step 3
\$) October 1, 2013	169946	175244	181274
A) October 1, 2014	172070	177435	183540
B) October 1, 2015	174221	179653	185834
X) Restructure effective October 1, 2016	181190	186839	193267
C) October 1, 2016	183455	189174	195683
D) October 1, 2017	185748	191539	198129

MD-MSP-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3
\$) October 1, 2013	189580	194935	201027
A) October 1, 2014	191950	197372	203540
B) October 1, 2015	194349	199839	206084
X) Restructure effective October 1, 2016	202123	207833	214327
C) October 1, 2016	204650	210431	217006
D) October 1, 2017	207208	213061	219719

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, X, C and D scales of rates shown immediately below the employee's former rate of pay.

ND: Nutrition and Dietetics Group annual rates of pay (in dollars)**Table Legend**

- \$) Effective October 1, 2013
- A) Effective October 1, 2014
- B) Effective October 1, 2015
- C) Effective October 1, 2016
- D) Effective October 1, 2017

Sub-Group: Dietitian**ND-DIT-1: annual rates of pay (in dollars)**

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	64437	66060	67785	69531	71277	73100	75002	76906
A) October 1, 2014	65242	66886	68632	70400	72168	74014	75940	77867
B) October 1, 2015	66058	67722	69490	71280	73070	74939	76889	78840
C) October 1, 2016	66884	68569	70359	72171	73983	75876	77850	79826
D) October 1, 2017	67720	69426	71238	73073	74908	76824	78823	80824

ND-DIT-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	72300	74232	76176	78398	80510	82623
A) October 1, 2014	73204	75160	77128	79378	81516	83656
B) October 1, 2015	74119	76100	78092	80370	82535	84702
C) October 1, 2016	75045	77051	79068	81375	83567	85761
D) October 1, 2017	75983	78014	80056	82392	84612	86833

ND-DIT-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	77765	79854	82146	84409	86767	89126
A) October 1, 2014	78737	80852	83173	85464	87852	90240
B) October 1, 2015	79721	81863	84213	86532	88950	91368
C) October 1, 2016	80718	82886	85266	87614	90062	92510
D) October 1, 2017	81727	83922	86332	88709	91188	93666

ND-DIT-4: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	89062	91514	93972	96425	98877	101331
A) October 1, 2014	90175	92658	95147	97630	100113	102598
B) October 1, 2015	91302	93816	96336	98850	101364	103880
C) October 1, 2016	92443	94989	97540	100086	102631	105179
D) October 1, 2017	93599	96176	98759	101337	103914	106494

Sub-Group: Advisory**ND-ADV-1: annual rates of pay (in dollars)**

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	66869	68933	71196	73434	75766	78094
A) October 1, 2014	67705	69795	72086	74352	76713	79070
B) October 1, 2015	68551	70667	72987	75281	77672	80058
C) October 1, 2016	69408	71550	73899	76222	78643	81059
D) October 1, 2017	70276	72444	74823	77175	79626	82072

ND-ADV-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	75536	78185	80826	83472	86238	89006
A) October 1, 2014	76480	79162	81836	84515	87316	90119
B) October 1, 2015	77436	80152	82859	85571	88407	91245
C) October 1, 2016	78404	81154	83895	86641	89512	92386
D) October 1, 2017	79384	82168	84944	87724	90631	93541

ND-ADV-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	84382	87582	90783	93972	97163	99777	102394
A) October 1, 2014	85437	88677	91918	95147	98378	101024	103674
B) October 1, 2015	86505	89785	93067	96336	99608	102287	104970
C) October 1, 2016	87586	90907	94230	97540	100853	103566	106282
D) October 1, 2017	88681	92043	95408	98759	102114	104861	107611

Sub-Group: Home Economist**ND-HME-1: annual rates of pay (in dollars)**

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
) October 1, 2013	67168	68880	70607	72408	74277	76151
A) October 1, 2014	68008	69741	71490	73313	75205	77103
B) October 1, 2015	68858	70613	72384	74229	76145	78067
C) October 1, 2016	69719	71496	73289	75157	77097	79043
D) October 1, 2017	70590	72390	74205	76096	78061	80031

ND-HME-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
) October 1, 2013	71619	73611	75620	77628	79708	81733	83756
A) October 1, 2014	72514	74531	76565	78598	80704	82755	84803
B) October 1, 2015	73420	75463	77522	79580	81713	83789	85863
C) October 1, 2016	74338	76406	78491	80575	82734	84836	86936
D) October 1, 2017	75267	77361	79472	81582	83768	85896	88023

ND-HME-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
) October 1, 2013	78281	80491	82688	84980	87360	89630	91898
A) October 1, 2014	79260	81497	83722	86042	88452	90750	93047
B) October 1, 2015	80251	82516	84769	87118	89558	91884	94210
C) October 1, 2016	81254	83547	85829	88207	90677	93033	95388
D) October 1, 2017	82270	84591	86902	89310	91810	94196	96580

ND-HME-4: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
) October 1, 2013	88158	90921	93671	96416	99265	102112
A) October 1, 2014	89260	92058	94842	97621	100506	103388
B) October 1, 2015	90376	93209	96028	98841	101762	104680
C) October 1, 2016	91506	94374	97228	100077	103034	105989
D) October 1, 2017	92650	95554	98443	101328	104322	107314

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 employee's 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 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 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 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 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 rate of the salary scale for persons with six (6) years, but less than seven (7) years of recent and relevant experience.

OP: Occupational and Physical Therapy Group annual rates of pay (in dollars)**Table Legend**

- \$) Effective October 1, 2013
- A) Effective October 1, 2014
- B) Effective October 1, 2015
- X) Effective October 1, 2016: restructure

Region: Atlantic**OP-1: annual rates of pay (in dollars)**

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2013	62258	63790	65330	66912	68495
A) October 1, 2014	63036	64587	66147	67748	69351
B) October 1, 2015	63824	65394	66974	68595	70218
X) Restructure effective October 1, 2016	Restructure Zone 2				

OP-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	64086	65750	67426	69083	70817	72553
A) October 1, 2014	64887	66572	68269	69947	71702	73460
B) October 1, 2015	65698	67404	69122	70821	72598	74378
X) Restructure effective October 1, 2016	Restructure Zone 2					

OP-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	67717	69520	71334	73138	75016	76893
A) October 1, 2014	68563	70389	72226	74052	75954	77854
B) October 1, 2015	69420	71269	73129	74978	76903	78827
X) Restructure effective October 1, 2016	Restructure Zone 2					

Region: Quebec**OP-1: annual rates of pay (in dollars), Steps 1 to 8**

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	70825	72754	74681	76612	78602	80597	82593	84579
A) October 1, 2014	71710	73663	75615	77570	79585	81604	83625	85636
B) October 1, 2015	72606	74584	76560	78540	80580	82624	84670	86706
X) Restructure effective October 1, 2016	Restructure Zone 1							

OP-1: annual rates of pay (in dollars), Steps 9 to 10

Effective date	Step 9	Step 10
\$) October 1, 2013	86576	88570
A) October 1, 2014	87658	89677
B) October 1, 2015	88754	90798
X) Restructure effective October 1, 2016	Restructure Zone 1	

OP-2: annual rates of pay (in dollars), Steps 1 to 8

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	75055	77153	79244	81345	83519	85693	87875	90047
A) October 1, 2014	75993	78117	80235	82362	84563	86764	88973	91173
B) October 1, 2015	76943	79093	81238	83392	85620	87849	90085	92313
X) Restructure effective October 1, 2016	Restructure Zone 1							

OP-2: annual rates of pay (in dollars), Steps 9 to 10

Effective date	Step 9	Step 10
\$) October 1, 2013	92225	94405
A) October 1, 2014	93378	95585
B) October 1, 2015	94545	96780
X) Restructure effective October 1, 2016	Restructure Zone 1	

OP-3: annual rates of pay (in dollars), Steps 1 to 8

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	79613	81884	84158	86436	88791	91150	93502	95857
A) October 1, 2014	80608	82908	85210	87516	89901	92289	94671	97055
B) October 1, 2015	81616	83944	86275	88610	91025	93443	95854	98268
X) Restructure effective October 1, 2016	Restructure Zone 1							

OP-3: annual rates of pay (in dollars), Steps 9 to 10

Effective date	Step 9	Step 10
\$) October 1, 2013	98217	100574
A) October 1, 2014	99445	101831
B) October 1, 2015	100688	103104
X) Restructure effective October 1, 2016	Restructure Zone 1	

Region: Ontario, Yukon and Northwest Territories**OP-1: annual rates of pay (in dollars)**

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	67014	68790	70580	72357	74190	76033	77869
A) October 1, 2014	67852	69650	71462	73261	75117	76983	78842
B) October 1, 2015	68700	70521	72355	74177	76056	77945	79828
X) Restructure effective October 1, 2016	Restructure Zone 2						

OP-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	70909	72849	74782	76724	78732	80735	82743
A) October 1, 2014	71795	73760	75717	77683	79716	81744	83777
B) October 1, 2015	72692	74682	76663	78654	80712	82766	84824
X) Restructure effective October 1, 2016	Restructure Zone 2						

OP-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	75125	77215	79320	81417	83591	85770	87950
A) October 1, 2014	76064	78180	80312	82435	84636	86842	89049
B) October 1, 2015	77015	79157	81316	83465	85694	87928	90162
X) Restructure effective October 1, 2016	Restructure Zone 2						

Region: Manitoba**OP-1: annual rates of pay (in dollars)**

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	62355	63949	65554	67158	68802	70221	71642
A) October 1, 2014	63134	64748	66373	67997	69662	71099	72538
B) October 1, 2015	63923	65557	67203	68847	70533	71988	73445
X) Restructure effective October 1, 2016	Restructure Zone 2						

OP-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	65862	67595	69336	71074	72874	74674
A) October 1, 2014	66685	68440	70203	71962	73785	75607
B) October 1, 2015	67519	69296	71081	72862	74707	76552
X) Restructure effective October 1, 2016	Restructure Zone 2					

OP-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	69639	71522	73410	75289	77253	79218
A) October 1, 2014	70509	72416	74328	76230	78219	80208
B) October 1, 2015	71390	73321	75257	77183	79197	81211
X) Restructure effective October 1, 2016	Restructure Zone 2					

Region: Saskatchewan

OP-1: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	62355	63949	65554	67158	68802	70446	72089
A) October 1, 2014	63134	64748	66373	67997	69662	71327	72990
B) October 1, 2015	63923	65557	67203	68847	70533	72219	73902
X) Restructure effective October 1, 2016	Restructure Zone 2						

OP-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	65862	67595	69336	71074	72874	74420	75965
A) October 1, 2014	66685	68440	70203	71962	73785	75350	76915
B) October 1, 2015	67519	69296	71081	72862	74707	76292	77876
X) Restructure effective October 1, 2016	Restructure Zone 2						

OP-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	69639	71522	73410	75289	77253	79212	81170
A) October 1, 2014	70509	72416	74328	76230	78219	80202	82185
B) October 1, 2015	71390	73321	75257	77183	79197	81205	83212
X) Restructure effective October 1, 2016	Restructure Zone 2						

Region: Alberta**OP-1: annual rates of pay (in dollars)**

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	63177	64876	66584	68277	69975	71733	73489
A) October 1, 2014	63967	65687	67416	69130	70850	72630	74408
B) October 1, 2015	64767	66508	68259	69994	71736	73538	75338
X) Restructure effective October 1, 2016	Restructure Zone 2						

OP-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	68612	70449	72294	74139	76055	77976
A) October 1, 2014	69470	71330	73198	75066	77006	78951
B) October 1, 2015	70338	72222	74113	76004	77969	79938
X) Restructure effective October 1, 2016	Restructure Zone 2					

OP-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	72618	74616	76614	78617	80695	82777
A) October 1, 2014	73526	75549	77572	79600	81704	83812
B) October 1, 2015	74445	76493	78542	80595	82725	84860
X) Restructure effective October 1, 2016	Restructure Zone 2					

Region: British Columbia**OP-1: annual rates of pay (in dollars)**

Effective date	Step 1	Step 2	Step 3	Step 4
\$) October 1, 2013	73762	75660	77617	79574
A) October 1, 2014	74684	76606	78587	80569
B) October 1, 2015	75618	77564	79569	81576
X) Restructure effective October 1, 2016	Restructure Zone 2			

OP-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	74124	76183	78245	80310	82440	84569
A) October 1, 2014	75051	77135	79223	81314	83471	85626
B) October 1, 2015	75989	78099	80213	82330	84514	86696
X) Restructure effective October 1, 2016	Restructure Zone 2					

OP-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	78603	80839	83073	85308	87628	89947
A) October 1, 2014	79586	81849	84111	86374	88723	91071
B) October 1, 2015	80581	82872	85162	87454	89832	92209
X) Restructure effective October 1, 2016	Restructure Zone 2					

Pay notes**Pay increment for full-time and part-time employees**

1. The pay increment period for employees at the OP 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 OP levels 1 to 3 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the A and B, scales of rates shown immediately below the employee's former rate of pay.

Rate of pay on appointment

4.
 - a. The rate of pay on initial appointment shall be no less than:
 - 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 of the pay scale.

OP: Occupational and Physical Therapy Group annual rates of pay (in dollars)**Table Legend**

- X) Effective October 1, 2016: restructure
- C) Effective October 1, 2016
- D) Effective October 1, 2017

Zone 1 (Quebec)**OP-1: annual rates of pay (in dollars)**

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
X) Restructure effective October 1, 2016	76560	78540	80580	82624	84670	86706	88754	90798
C) October 1, 2016	77517	79522	81587	83657	85728	87790	89863	91933
D) October 1, 2017	78486	80516	82607	84703	86800	88887	90986	93082

OP-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
X) Restructure effective October 1, 2016	81238	83392	85620	87849	90085	92313	94545	96780
C) October 1, 2016	82253	84434	86690	88947	91211	93467	95727	97990
D) October 1, 2017	83281	85489	87774	90059	92351	94635	96924	99215

OP-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
X) Restructure effective October 1, 2016	86275	88610	91025	93443	95854	98268	100688	103104
C) October 1, 2016	87353	89718	92163	94611	97052	99496	101947	104393
D) October 1, 2017	88445	90839	93315	95794	98265	100740	103221	105698

Zone 2 (Atlantic, Ontario, Saskatchewan, Alberta, British Columbia, Yukon and Northern Territories)**OP-1: annual rates of pay (in dollars)**

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
X) Restructure effective October 1, 2016	72606	74584	76560	78540	80580	82624
C) October 1, 2016	73514	75516	77517	79522	81587	83657
D) October 1, 2017	74433	76460	78486	80516	82607	84703

OP-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
X) Restructure effective October 1, 2016	76943	79093	81238	83392	85620	87849
C) October 1, 2016	77905	80082	82253	84434	86690	88947
D) October 1, 2017	78879	81083	83281	85489	87774	90059

OP-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
X) Restructure effective October 1, 2016	81616	83944	86275	88610	91025	93443
C) October 1, 2016	82636	84993	87353	89718	92163	94611
D) October 1, 2017	83669	86055	88445	90839	93315	95794

Pay notes**Pay increment for full-time and part-time employees**

1. The pay increment period for employees at the OP 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. Employees will move to the rate of pay that is closest to but not less than their substantive rate of pay of the "X" scale of rates.
4. All employees being paid in the Zone 1 and Zone 2 scale of rates, on the relevant effective dates in Appendix A, be paid in the C and D scales of rates shown immediately below the employees former rate of pay.
5. Upon transfer from Zone 1 to Zone 2, if the employee's substantive salary is higher than the maxima of Zone 2, the employee's salary will be maintained until he or she leaves the position in Zone 2.

Rate of pay on appointment

6.
 - a. The rate of pay on initial appointment shall be no less than:
 - 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. 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 of the pay scale.

PH: Pharmacy Group annual rates of pay (in dollars)**Table Legend**

- \$) Effective October 1, 2013
- A) Effective October 1, 2014
- B) Effective October 1, 2015
- X) Effective October 1, 2016: restructure
- C) Effective October 1, 2016
- D) Effective October 1, 2017

PH-1: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	72177	74676	77178	79764	82436	85197	87959	90722
A) October 1, 2014	73079	75609	78143	80761	83466	86262	89058	91856
B) October 1, 2015	73992	76554	79120	81771	84509	87340	90171	93004
X) Restructure effective October 1, 2016	N/A	N/A	N/A	81771	84509	87340	90171	93004
C) October 1, 2016	N/A	N/A	N/A	82793	85565	88432	91298	94167
D) October 1, 2017	N/A	N/A	N/A	83828	86635	89537	92439	95344

PH-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2013	85781	89211	93002	96796	100588
A) October 1, 2014	86853	90326	94165	98006	101845
B) October 1, 2015	87939	91455	95342	99231	103118
C) October 1, 2016	89038	92598	96534	100471	104407
D) October 1, 2017	90151	93755	97741	101727	105712

PH-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2013	94904	98701	102649	106596	110545
A) October 1, 2014	96090	99935	103932	107928	111927
B) October 1, 2015	97291	101184	105231	109277	113326
C) October 1, 2016	98507	102449	106546	110643	114743
D) October 1, 2017	99738	103730	107878	112026	116177

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 level 1 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the A, B, X, C and D scales of rates shown immediately below the employee's former rate of pay.
4. Where no rates of pay are shown immediately below the employee's former rate of pay, the employee will move to the rate of pay of the "X" scales of rates that is closest to but not less than their substantive rate of pay.
5. All employees being paid in the PH levels 2 and 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 employee's former rate of pay.

PS: Psychology Group annual rates of pay (in dollars)**Table Legend**

- \$) Effective October 1, 2013
- A) Effective October 1, 2014
- B) Effective October 1, 2015
- X) Effective October 1, 2016: restructure
- C) Effective October 1, 2016
- D) Effective October 1, 2017

PS-1: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	47479	49557	51631	53705	55784	57858	59938
A) October 1, 2014	48072	50176	52276	54376	56481	58581	60687
B) October 1, 2015	48673	50803	52929	55056	57187	59313	61446
C) October 1, 2016	49281	51438	53591	55744	57902	60054	62214
D) October 1, 2017	49897	52081	54261	56441	58626	60805	62992

PS-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	61229	63819	66422	69012	71613	74210
A) October 1, 2014	61994	64617	67252	69875	72508	75138
B) October 1, 2015	62769	65425	68093	70748	73414	76077
C) October 1, 2016	63554	66243	68944	71632	74332	77028
D) October 1, 2017	64348	67071	69806	72527	75261	77991

PS-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2013	71901	74876	77849	80834	83826
A) October 1, 2014	72800	75812	78822	81844	84874
B) October 1, 2015	73710	76760	79807	82867	85935
X) Restructure effective October 1, 2016	76658	79830	82999	86182	89372
C) October 1, 2016	77616	80828	84036	87259	90489
D) October 1, 2017	78586	81838	85086	88350	91620

PS-4: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2013	80892	84298	87709	91120	94529
A) October 1, 2014	81903	85352	88805	92259	95711
B) October 1, 2015	82927	86419	89915	93412	96907
X) Restructure effective October 1, 2016	86244	89876	93512	97148	100783
C) October 1, 2016	87322	90999	94681	98362	102043
D) October 1, 2017	88414	92136	95865	99592	103319

PS-5: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2013	90697	94577	98452	102145	105743
A) October 1, 2014	91831	95759	99683	103422	107065
B) October 1, 2015	92979	96956	100929	104715	108403
X) Restructure effective October 1, 2016	96698	100834	104966	108904	112739
C) October 1, 2016	97907	102094	106278	110265	114148
D) October 1, 2017	99131	103370	107606	111643	115575

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

**SW: Social Work Group annual rates of pay
(in dollars)**

Table Legend

- \$) Effective October 1, 2013
- A) Effective October 1, 2014
- B) Effective October 1, 2015
- C) Effective October 1, 2016
- D) Effective October 1, 2017

Sub-Group: Social Welfare

SW-SCW-1: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	49086	51069	53057	55044	57031	59020	61007
A) October 1, 2014	49700	51707	53720	55732	57744	59758	61770
B) October 1, 2015	50321	52353	54392	56429	58466	60505	62542
C) October 1, 2016	50950	53007	55072	57134	59197	61261	63324
D) October 1, 2017	51587	53670	55760	57848	59937	62027	64116

SW-SCW-1 Clinical Social Workers: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	64182	66166	68151	70139	72127	74115	76103
A) October 1, 2014	64984	66993	69003	71016	73029	75041	77054
B) October 1, 2015	65796	67830	69866	71904	73942	75979	78017
C) October 1, 2016	66618	68678	70739	72803	74866	76929	78992
D) October 1, 2017	67451	69536	71623	73713	75802	77891	79979

SW-SCW-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	54200	56402	58608	60811	63012	65216
A) October 1, 2014	54878	57107	59341	61571	63800	66031
B) October 1, 2015	55564	57821	60083	62341	64598	66856
C) October 1, 2016	56259	58544	60834	63120	65405	67692
D) October 1, 2017	56962	59276	61594	63909	66223	68538

SW-SCW-2 Clinical Social Workers: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	66423	68621	70830	73033	75229	77437
A) October 1, 2014	67253	69479	71715	73946	76169	78405
B) October 1, 2015	68094	70347	72611	74870	77121	79385
C) October 1, 2016	68945	71226	73519	75806	78085	80377
D) October 1, 2017	69807	72116	74438	76754	79061	81382

SW-SCW-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	60650	63123	65593	68071	70550	73021
A) October 1, 2014	61408	63912	66413	68922	71432	73934
B) October 1, 2015	62176	64711	67243	69784	72325	74858
C) October 1, 2016	62953	65520	68084	70656	73229	75794
D) October 1, 2017	63740	66339	68935	71539	74144	76741

SW-SCW-3 Clinical Social Workers: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	69274	71749	74217	76696	79174	81644
A) October 1, 2014	70140	72646	75145	77655	80164	82665
B) October 1, 2015	71017	73554	76084	78626	81166	83698
C) October 1, 2016	71905	74473	77035	79609	82181	84744
D) October 1, 2017	72804	75404	77998	80604	83208	85803

SW-SCW-4: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	69284	71792	74290	76797	79313	81813
A) October 1, 2014	70150	72689	75219	77757	80304	82836
B) October 1, 2015	71027	73598	76159	78729	81308	83871
C) October 1, 2016	71915	74518	77111	79713	82324	84919
D) October 1, 2017	72814	75449	78075	80709	83353	85980

SW-SCW-5: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	82176	85226	88279	91331	94382	97438
A) October 1, 2014	83203	86291	89382	92473	95562	98656
B) October 1, 2015	84243	87370	90499	93629	96757	99889
C) October 1, 2016	85296	88462	91630	94799	97966	101138
D) October 1, 2017	86362	89568	92775	95984	99191	102402

Sub-Group: Chaplain**SW-CHA-1: annual rates of pay (in dollars)**

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
) October 1, 2013	51587	53598	55599	57612	59621
A) October 1, 2014	52232	54268	56294	58332	60366
B) October 1, 2015	52885	54946	56998	59061	61121
C) October 1, 2016	53546	55633	57710	59799	61885
D) October 1, 2017	54215	56328	58431	60546	62659

SW-CHA-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
) October 1, 2013	58717	61015	63317	65621	67916
A) October 1, 2014	59451	61778	64108	66441	68765
B) October 1, 2015	60194	62550	64909	67272	69625
C) October 1, 2016	60946	63332	65720	68113	70495
D) October 1, 2017	61708	64124	66542	68964	71376

SW-CHA-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
) October 1, 2013	68749	71113	73492	75850	78237
A) October 1, 2014	69608	72002	74411	76798	79215
B) October 1, 2015	70478	72902	75341	77758	80205
C) October 1, 2016	71359	73813	76283	78730	81208
D) October 1, 2017	72251	74736	77237	79714	82223

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 employee's former rate of pay.

VM: Veterinary Medicine Group annual rates of pay (in dollars)**Table Legend**

- \$) Effective October 1, 2013
- A) Effective October 1, 2014
- B) Effective October 1, 2015
- C) Effective October 1, 2016
- D) Effective October 1, 2017

VM-1: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2013	66633	69350	72046	74764	77758
A) October 1, 2014	67466	70217	72947	75699	78730
B) October 1, 2015	68309	71095	73859	76645	79714
C) October 1, 2016	69163	71984	74782	77603	80710
D) October 1, 2017	70028	72884	75717	78573	81719

VM-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2013	77747	80800	83846	86893	90365
A) October 1, 2014	78719	81810	84894	87979	91495
B) October 1, 2015	79703	82833	85955	89079	92639
C) October 1, 2016	80699	83868	87029	90192	93797
D) October 1, 2017	81708	84916	88117	91319	94969

VM-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2013	85712	89093	92495	95888	99722
A) October 1, 2014	86783	90207	93651	97087	100969
B) October 1, 2015	87868	91335	94822	98301	102231
C) October 1, 2016	88966	92477	96007	99530	103509
D) October 1, 2017	90078	93633	97207	100774	104803

VM-4: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2013	96327	99448	102509	105195	108612
A) October 1, 2014	97531	100691	103790	106510	109970
B) October 1, 2015	98750	101950	105087	107841	111345
C) October 1, 2016	99984	103224	106401	109189	112737
D) October 1, 2017	101234	104514	107731	110554	114146

VM-5: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2013	105587	108625	111668	114710	118155
A) October 1, 2014	106907	109983	113064	116144	119632
B) October 1, 2015	108243	111358	114477	117596	121127
C) October 1, 2016	109596	112750	115908	119066	122641
D) October 1, 2017	110966	114159	117357	120554	124174

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 employee's former rate of pay.

****Appendix “A-1”****NU: Nursing Group combined annual rates of pay for Hospital and Community Health Nursing (HOS and CHN) (in dollars)****Table Legend**

- \$) Effective October 1, 2013
- A) Effective October 1, 2014
- B) Effective October 1, 2015
- X) Effective October 1, 2016: restructure

Region: Atlantic**Pending registration: annual rates of pay (in dollars)**

Effective date	Step 1
\$) October 1, 2013	57540
A) October 1, 2014	58259
B) October 1, 2015	58987
X) Restructure effective October 1, 2016	Restructure Zone 1

NU-HOS-1 / NU-CHN-1: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3
\$) October 1, 2013	61291	62074	62856
A) October 1, 2014	62057	62850	63642
B) October 1, 2015	62833	63636	64438
X) Restructure effective October 1, 2016	Restructure Zone 1		

NU-HOS-2 / NU-CHN-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	63627	65195	66748	68311	69881	71451	73021
A) October 1, 2014	64422	66010	67582	69165	70755	72344	73934
B) October 1, 2015	65227	66835	68427	70030	71639	73248	74858
X) Restructure effective October 1, 2016	Restructure Zone 1						

NU-HOS-3 / NU-CHN-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
) October 1, 2013	68071	69852	71644	73425	75210	76996
A) October 1, 2014	68922	70725	72540	74343	76150	77958
B) October 1, 2015	69784	71609	73447	75272	77102	78932
X) Restructure effective October 1, 2016	Restructure Zone 1					

NU-HOS-4 / NU-CHN-4: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
) October 1, 2013	68740	70648	72554	74460	76368	78266	80173	82074
A) October 1, 2014	69599	71531	73461	75391	77323	79244	81175	83100
B) October 1, 2015	70469	72425	74379	76333	78290	80235	82190	84139
X) Restructure effective October 1, 2016	Restructure Zone 1							

NU-HOS-5 / NU-CHN-5: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
) October 1, 2013	72504	74650	76789	78936	81067	83205	85351	87496
A) October 1, 2014	73410	75583	77749	79923	82080	84245	86418	88590
B) October 1, 2015	74328	76528	78721	80922	83106	85298	87498	89697
X) Restructure effective October 1, 2016	Restructure Zone 1							

NU-HOS-6 / NU-CHN-6: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
) October 1, 2013	76821	79350	81877	84415	86949	89477	92010	94541
A) October 1, 2014	77781	80342	82900	85470	88036	90595	93160	95723
B) October 1, 2015	78753	81346	83936	86538	89136	91727	94325	96920
X) Restructure effective October 1, 2016	Restructure Zone 1							

NU-CHN-7: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	84095	86937	89765	92446	95431	98260	101093	103929
A) October 1, 2014	85146	88024	90887	93602	96624	99488	102357	105228
B) October 1, 2015	86210	89124	92023	94772	97832	100732	103636	106543
X) Restructure effective October 1, 2016	Restructure Zone 1							

NU-CHN-8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$) October 1, 2013	92513	95589	98658	101733	104501	107875	110943	113614	116282
A) October 1, 2014	93669	96784	99891	103005	105807	109223	112330	115034	117736
B) October 1, 2015	94840	97994	101140	104293	107130	110588	113734	116472	119208
X) Restructure effective October 1, 2016	Restructure Zone 1								

Region: Quebec

Pending registration: annual rates of pay (in dollars)

Effective date	Step 1
\$) October 1, 2013	61236
A) October 1, 2014	62001
B) October 1, 2015	62776
X) Restructure effective October 1, 2016	Restructure Zone 1

NU-HOS-1 / NU-CHN-1: annual rates of pay (in dollars)

Effective date	Step 1	Step 2
\$) October 1, 2013	65457	66313
A) October 1, 2014	66275	67142
B) October 1, 2015	67103	67981
X) Restructure effective October 1, 2016	Restructure Zone 1	

NU-HOS-2 / NU-CHN-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	67156	68852	70551	72252	73942	75646	77339	79042
A) October 1, 2014	67995	69713	71433	73155	74866	76592	78306	80030
B) October 1, 2015	68845	70584	72326	74069	75802	77549	79285	81030
X) Restructure effective October 1, 2016	Restructure Zone 1							

NU-HOS-3 / NU-CHN-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$) October 1, 2013	67841	69486	71145	72789	74444	76089	77747	79401	81050
A) October 1, 2014	68689	70355	72034	73699	75375	77040	78719	80394	82063
B) October 1, 2015	69548	71234	72934	74620	76317	78003	79703	81399	83089
X) Restructure effective October 1, 2016	Restructure Zone 1								

NU-HOS-4 / NU-CHN-4, Steps 1 to 8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	70279	72020	73762	75496	77240	78979	80717	82455
A) October 1, 2014	71157	72920	74684	76440	78206	79966	81726	83486
B) October 1, 2015	72046	73832	75618	77396	79184	80966	82748	84530
X) Restructure effective October 1, 2016	Restructure Zone 1							

NU-HOS-4 / NU-CHN-4, Steps 9 to 10: annual rates of pay (in dollars)

Effective date	Step 9	Step 10
\$) October 1, 2013	84194	85937
A) October 1, 2014	85246	87011
B) October 1, 2015	86312	88099
X) Restructure effective October 1, 2016	Restructure Zone 1	

NU-HOS-5 / NU-CHN-5, Steps 1 to 8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	73938	75854	77766	79686	81599	83515	85427	87325
A) October 1, 2014	74862	76802	78738	80682	82619	84559	86495	88417
B) October 1, 2015	75798	77762	79722	81691	83652	85616	87576	89522
X) Restructure effective October 1, 2016	Restructure Zone 1							

NU-HOS-5 / NU-CHN-5, Steps 9 to 10: annual rates of pay (in dollars)

Effective date	Step 9	Step 10
\$) October 1, 2013	89236	91153
A) October 1, 2014	90351	92292
B) October 1, 2015	91480	93446
X) Restructure effective October 1, 2016	Restructure Zone 1	

NU-HOS-6 / NU-CHN-6, Steps 1 to 8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	78006	80208	82413	84616	86815	89023	91222	93425
A) October 1, 2014	78981	81211	83443	85674	87900	90136	92362	94593
B) October 1, 2015	79968	82226	84486	86745	88999	91263	93517	95775
X) Restructure effective October 1, 2016	Restructure Zone 1							

NU-HOS-6 / NU-CHN-6, Steps 9 to 10: annual rates of pay (in dollars)

Effective date	Step 9	Step 10
\$) October 1, 2013	95631	97829
A) October 1, 2014	96826	99052
B) October 1, 2015	98036	100290
X) Restructure effective October 1, 2016	Restructure Zone 1	

NU-CHN-7, Steps 1 to 8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	86254	88778	91296	93825	96351	98876	101396	103933
A) October 1, 2014	87332	89888	92437	94998	97555	100112	102663	105232
B) October 1, 2015	88424	91012	93592	96185	98774	101363	103946	106547
X) Restructure effective October 1, 2016	Restructure Zone 1							

NU-CHN-7, Steps 9 to 10: annual rates of pay (in dollars)

Effective date	Step 9	Step 10
\$) October 1, 2013	106448	108979
A) October 1, 2014	107779	110341
B) October 1, 2015	109126	111720
X) Restructure effective October 1, 2016	Restructure Zone 1	

NU-CHN-8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$) October 1, 2013	92513	95589	98658	101733	104501	107875	110943	113614	116282
A) October 1, 2014	93669	96784	99891	103005	105807	109223	112330	115034	117736
B) October 1, 2015	94840	97994	101140	104293	107130	110588	113734	116472	119208
X) Restructure effective October 1, 2016	Restructure Zone 1								

Region: Ontario

Pending registration: annual rates of pay (in dollars)

Effective date	Step 1
\$) October 1, 2013	63034
A) October 1, 2014	63822
B) October 1, 2015	64620
X) Restructure effective October 1, 2016	Restructure Zone 1

NU-HOS-1 / NU-CHN-1: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3
\$) October 1, 2013	67480	68165	68856
A) October 1, 2014	68324	69017	69717
B) October 1, 2015	69178	69880	70588
X) Restructure effective October 1, 2016	Restructure Zone 1		

NU-HOS-2 / NU-CHN-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	68860	70232	71612	72994	74373	75744	77127	78509
A) October 1, 2014	69721	71110	72507	73906	75303	76691	78091	79490
B) October 1, 2015	70593	71999	73413	74830	76244	77650	79067	80484
X) Restructure effective October 1, 2016	Restructure Zone 1							

NU-HOS-3 / NU-CHN-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$) October 1, 2013	70257	71617	72990	74345	75714	77082	78449	79811	81175
A) October 1, 2014	71135	72512	73902	75274	76660	78046	79430	80809	82190
B) October 1, 2015	72024	73418	74826	76215	77618	79022	80423	81819	83217
X) Restructure effective October 1, 2016	Restructure Zone 1								

NU-HOS-4 / NU-CHN-4, Steps 1 to 8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	72546	74015	75474	76923	78388	79854	81320	82783
A) October 1, 2014	73453	74940	76417	77885	79368	80852	82337	83818
B) October 1, 2015	74371	75877	77372	78859	80360	81863	83366	84866
X) Restructure effective October 1, 2016	Restructure Zone 1							

NU-HOS-4 / NU-CHN-4, Steps 9 to 10: annual rates of pay (in dollars)

Effective date	Step 9	Step 10
\$) October 1, 2013	84241	85698
A) October 1, 2014	85294	86769
B) October 1, 2015	86360	87854
X) Restructure effective October 1, 2016	Restructure Zone 1	

NU-HOS-5 / NU-CHN-5, Steps 1 to 8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	75985	77642	79291	80944	82598	84259	85904	87561
A) October 1, 2014	76935	78613	80282	81956	83630	85312	86978	88656
B) October 1, 2015	77897	79596	81286	82980	84675	86378	88065	89764
X) Restructure effective October 1, 2016	Restructure Zone 1							

NU-HOS-5 / NU-CHN-5, Steps 9 to 10: annual rates of pay (in dollars)

Effective date	Step 9	Step 10
\$) October 1, 2013	89212	90868
A) October 1, 2014	90327	92004
B) October 1, 2015	91456	93154
X) Restructure effective October 1, 2016	Restructure Zone 1	

NU-HOS-6 / NU-CHN-6, Steps 1 to 8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	79811	81782	83768	85737	87706	89688	91646	93615
A) October 1, 2014	80809	82804	84815	86809	88802	90809	92792	94785
B) October 1, 2015	81819	83839	85875	87894	89912	91944	93952	95970
X) Restructure effective October 1, 2016	Restructure Zone 1							

NU-HOS-6 / NU-CHN-6, Steps 9 to 10: annual rates of pay (in dollars)

Effective date	Step 9	Step 10
\$) October 1, 2013	95584	97550
A) October 1, 2014	96779	98769
B) October 1, 2015	97989	100004
X) Restructure effective October 1, 2016	Restructure Zone 1	

NU-CHN-7: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$) October 1, 2013	88009	90265	92513	94772	97022	99277	101530	103783	106027
A) October 1, 2014	89109	91393	93669	95957	98235	100518	102799	105080	107352
B) October 1, 2015	90223	92535	94840	97156	99463	101774	104084	106394	108694
X) Restructure effective October 1, 2016	Restructure Zone 1								

NU-CHN-8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$) October 1, 2013	92513	95589	98658	101733	104501	107875	110943	113614	116282
A) October 1, 2014	93669	96784	99891	103005	105807	109223	112330	115034	117736
B) October 1, 2015	94840	97994	101140	104293	107130	110588	113734	116472	119208
X) Restructure effective October 1, 2016	Restructure Zone 1								

Region: Manitoba

Pending registration: annual rates of pay (in dollars)

Effective date	Step 1
\$) October 1, 2013	63749
A) October 1, 2014	64546
B) October 1, 2015	65353
X) Restructure effective October 1, 2016	Restructure Zone 1

NU-HOS-1 / NU-CHN-1: annual rates of pay (in dollars)

Effective date	Step 1	Step 2
\$) October 1, 2013	68250	68982
A) October 1, 2014	69103	69844
B) October 1, 2015	69967	70717
X) Restructure effective October 1, 2016	Restructure Zone 1	

NU-HOS-2 / NU-CHN-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	69716	71168	72633	74091	75547	77009
A) October 1, 2014	70587	72058	73541	75017	76491	77972
B) October 1, 2015	71469	72959	74460	75955	77447	78947
X) Restructure effective October 1, 2016	Restructure Zone 1					

NU-HOS-3 / NU-CHN-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	70096	71511	72926	74333	75742	77163	78577
A) October 1, 2014	70972	72405	73838	75262	76689	78128	79559
B) October 1, 2015	71859	73310	74761	76203	77648	79105	80553
X) Restructure effective October 1, 2016	Restructure Zone 1						

NU-HOS-4 / NU-CHN-4: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	72511	74050	75583	77118	78654	80189	81718	83252
A) October 1, 2014	73417	74976	76528	78082	79637	81191	82739	84293
B) October 1, 2015	74335	75913	77485	79058	80632	82206	83773	85347
X) Restructure effective October 1, 2016	Restructure Zone 1							

NU-HOS-5 / NU-CHN-5: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
) October 1, 2013	76149	77920	79701	81471	83250	85035	86806	88580
A) October 1, 2014	77101	78894	80697	82489	84291	86098	87891	89687
B) October 1, 2015	78065	79880	81706	83520	85345	87174	88990	90808
X) Restructure effective October 1, 2016	Restructure Zone 1							

NU-HOS-6 / NU-CHN-6: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
) October 1, 2013	80189	82363	84543	86729	88899	91076	93259	95436
A) October 1, 2014	81191	83393	85600	87813	90010	92214	94425	96629
B) October 1, 2015	82206	84435	86670	88911	91135	93367	95605	97837
X) Restructure effective October 1, 2016	Restructure Zone 1							

NU-CHN-7: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
) October 1, 2013	88917	91473	93979	96488	98992	101505	104012	106503
A) October 1, 2014	90028	92616	95154	97694	100229	102774	105312	107834
B) October 1, 2015	91153	93774	96343	98915	101482	104059	106628	109182
X) Restructure effective October 1, 2016	Restructure Zone 1							

NU-CHN-8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
) October 1, 2013	92513	95589	98658	101733	104501	107875	110943	113614	116282
A) October 1, 2014	93669	96784	99891	103005	105807	109223	112330	115034	117736
B) October 1, 2015	94840	97994	101140	104293	107130	110588	113734	116472	119208
X) Restructure effective October 1, 2016	Restructure Zone 1								

Region: Saskatchewan**Pending registration: annual rates of pay (in dollars)**

Effective date	Step 1
\$) October 1, 2013	62827
A) October 1, 2014	63612
B) October 1, 2015	64407
X) Restructure effective October 1, 2016	Restructure Zone 2

NU-HOS-1 / NU-CHN-1: annual rates of pay (in dollars)

Effective date	Step 1	Step 2
\$) October 1, 2013	67229	68003
A) October 1, 2014	68069	68853
B) October 1, 2015	68920	69714
X) Restructure effective October 1, 2016	Restructure Zone 2	

NU-HOS-2 / NU-CHN-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2013	68767	70312	71856	73404	74940
A) October 1, 2014	69627	71191	72754	74322	75877
B) October 1, 2015	70497	72081	73663	75251	76825
X) Restructure effective October 1, 2016	Restructure Zone 2				

NU-HOS-3 / NU-CHN-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	69584	71083	72583	74086	75580	77071
A) October 1, 2014	70454	71972	73490	75012	76525	78034
B) October 1, 2015	71335	72872	74409	75950	77482	79009
X) Restructure effective October 1, 2016	Restructure Zone 2					

NU-HOS-4 / NU-CHN-4: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
) October 1, 2013	72228	73895	75565	77222	78894	80557	82230
A) October 1, 2014	73131	74819	76510	78187	79880	81564	83258
B) October 1, 2015	74045	75754	77466	79164	80879	82584	84299
X) Restructure effective October 1, 2016	Restructure Zone 2						

NU-HOS-5 / NU-CHN-5: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
) October 1, 2013	76200	78198	80193	82190	84192	86182	88180
A) October 1, 2014	77153	79175	81195	83217	85244	87259	89282
B) October 1, 2015	78117	80165	82210	84257	86310	88350	90398
X) Restructure effective October 1, 2016	Restructure Zone 2						

NU-HOS-6 / NU-CHN-6: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
) October 1, 2013	80612	83161	85710	88261	90808	93356	95902
A) October 1, 2014	81620	84201	86781	89364	91943	94523	97101
B) October 1, 2015	82640	85254	87866	90481	93092	95705	98315
X) Restructure effective October 1, 2016	Restructure Zone 2						

NU-CHN-7: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
) October 1, 2013	90282	93256	96225	99193	102162	105138	108101
A) October 1, 2014	91411	94422	97428	100433	103439	106452	109452
B) October 1, 2015	92554	95602	98646	101688	104732	107783	110820
X) Restructure effective October 1, 2016	Restructure Zone 2						

NU-CHN-8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
) October 1, 2013	92513	95589	98658	101733	104501	107875	110943	113614	116282
A) October 1, 2014	93669	96784	99891	103005	105807	109223	112330	115034	117736
B) October 1, 2015	94840	97994	101140	104293	107130	110588	113734	116472	119208
X) Restructure effective October 1, 2016	Restructure Zone 2								

Region: Alberta**Pending registration: annual rates of pay (in dollars)**

Effective date	Step 1
\$) October 1, 2013	63749
A) October 1, 2014	64546
B) October 1, 2015	65353
X) Restructure effective October 1, 2016	Restructure Zone 2

NU-HOS-1 / NU-CHN-1: annual rates of pay (in dollars)

Effective date	Step 1	Step 2
\$) October 1, 2013	68250	68982
A) October 1, 2014	69103	69844
B) October 1, 2015	69967	70717
X) Restructure effective October 1, 2016	Restructure Zone 2	

NU-HOS-2 / NU-CHN-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	69716	71168	72633	74091	75547	77009
A) October 1, 2014	70587	72058	73541	75017	76491	77972
B) October 1, 2015	71469	72959	74460	75955	77447	78947
X) Restructure effective October 1, 2016	Restructure Zone 2					

NU-HOS-3 / NU-CHN-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	70096	71511	72926	74333	75742	77163	78577
A) October 1, 2014	70972	72405	73838	75262	76689	78128	79559
B) October 1, 2015	71859	73310	74761	76203	77648	79105	80553
X) Restructure effective October 1, 2016	Restructure Zone 2						

NU-HOS-4 / NU-CHN-4: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
) October 1, 2013	72511	74050	75583	77118	78654	80189	81718	83252
A) October 1, 2014	73417	74976	76528	78082	79637	81191	82739	84293
B) October 1, 2015	74335	75913	77485	79058	80632	82206	83773	85347
X) Restructure effective October 1, 2016	Restructure Zone 2							

NU-HOS-5 / NU-CHN-5: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
) October 1, 2013	76149	77920	79701	81471	83250	85035	86806	88580
A) October 1, 2014	77101	78894	80697	82489	84291	86098	87891	89687
B) October 1, 2015	78065	79880	81706	83520	85345	87174	88990	90808
X) Restructure effective October 1, 2016	Restructure Zone 2							

NU-HOS-6 / NU-CHN-6: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
) October 1, 2013	80189	82363	84543	86729	88899	91076	93259	95436
A) October 1, 2014	81191	83393	85600	87813	90010	92214	94425	96629
B) October 1, 2015	82206	84435	86670	88911	91135	93367	95605	97837
X) Restructure effective October 1, 2016	Restructure Zone 2							

NU-CHN-7: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
) October 1, 2013	88963	91473	93979	96503	98992	101505	104012	106503
A) October 1, 2014	90075	92616	95154	97709	100229	102774	105312	107834
B) October 1, 2015	91201	93774	96343	98930	101482	104059	106628	109182
X) Restructure effective October 1, 2016	Restructure Zone 2							

NU-CHN-8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$) October 1, 2013	92513	95589	98658	101733	104501	107875	110943	113614	116282
A) October 1, 2014	93669	96784	99891	103005	105807	109223	112330	115034	117736
B) October 1, 2015	94840	97994	101140	104293	107130	110588	113734	116472	119208
X) Restructure effective October 1, 2016	Restructure Zone 2								

Region: British Columbia**Pending registration: annual rates of pay (in dollars)**

Effective date	Step 1
\$) October 1, 2013	65488
A) October 1, 2014	66307
B) October 1, 2015	67136
X) Restructure effective October 1, 2016	Restructure Zone 2

NU-HOS-1 / NU-CHN-1: annual rates of pay (in dollars)

Effective date	Step 1	Step 2
\$) October 1, 2013	70182	71026
A) October 1, 2014	71059	71914
B) October 1, 2015	71947	72813
X) Restructure effective October 1, 2016	Restructure Zone 2	

NU-HOS-2 / NU-CHN-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	71877	73568	75264	76961	78651	80349
A) October 1, 2014	72775	74488	76205	77923	79634	81353
B) October 1, 2015	73685	75419	77158	78897	80629	82370
X) Restructure effective October 1, 2016	Restructure Zone 2					

NU-HOS-3 / NU-CHN-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	72379	74030	75678	77326	78971	80621	82272
A) October 1, 2014	73284	74955	76624	78293	79958	81629	83300
B) October 1, 2015	74200	75892	77582	79272	80957	82649	84341
X) Restructure effective October 1, 2016	Restructure Zone 2						

NU-HOS-4 / NU-CHN-4: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	74754	76524	78281	80062	81824	83591	85353	87121
A) October 1, 2014	75688	77481	79260	81063	82847	84636	86420	88210
B) October 1, 2015	76634	78450	80251	82076	83883	85694	87500	89313
X) Restructure effective October 1, 2016	Restructure Zone 2							

NU-HOS-5 / NU-CHN-5: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	78313	80319	82320	84326	86323	88335	90341	92343
A) October 1, 2014	79292	81323	83349	85380	87402	89439	91470	93497
B) October 1, 2015	80283	82340	84391	86447	88495	90557	92613	94666
X) Restructure effective October 1, 2016	Restructure Zone 2							

NU-HOS-6 / NU-CHN-6: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	82272	84668	87069	89462	91867	94267	96668	99068
A) October 1, 2014	83300	85726	88157	90580	93015	95445	97876	100306
B) October 1, 2015	84341	86798	89259	91712	94178	96638	99099	101560
X) Restructure effective October 1, 2016	Restructure Zone 2							

NU-CHN-7: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	90798	93538	96281	99019	101757	104496	107234	109971
A) October 1, 2014	91933	94707	97485	100257	103029	105802	108574	111346
B) October 1, 2015	93082	95891	98704	101510	104317	107125	109931	112738
X) Restructure effective October 1, 2016	Restructure Zone 2							

NU-CHN-8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$) October 1, 2013	92513	95589	98658	101733	104501	107875	110943	113614	116282
A) October 1, 2014	93669	96784	99891	103005	105807	109223	112330	115034	117736
B) October 1, 2015	94840	97994	101140	104293	107130	110588	113734	116472	119208
X) Restructure effective October 1, 2016	Restructure Zone 2								

Region: Yukon Territory, Northwest Territories

Pending registration: annual rates of pay (in dollars)

Effective date	Step 1
\$) October 1, 2013	63034
A) October 1, 2014	63822
B) October 1, 2015	64620
X) Restructure effective October 1, 2016	Restructure Zone 2

NU-HOS-1 / NU-CHN-1: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3
\$) October 1, 2013	67480	68165	68856
A) October 1, 2014	68324	69017	69717
B) October 1, 2015	69178	69880	70588
X) Restructure effective October 1, 2016	Restructure Zone 2		

NU-HOS-2 / NU-CHN-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	68860	70232	71612	72994	74373	75744	77127	78509
A) October 1, 2014	69721	71110	72507	73906	75303	76691	78091	79490
B) October 1, 2015	70593	71999	73413	74830	76244	77650	79067	80484
X) Restructure effective October 1, 2016	Restructure Zone 2							

NU-HOS-3 / NU-CHN-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$) October 1, 2013	70257	71617	72990	74345	75714	77082	78449	79811	81175
A) October 1, 2014	71135	72512	73902	75274	76660	78046	79430	80809	82190
B) October 1, 2015	72024	73418	74826	76215	77618	79022	80423	81819	83217
X) Restructure effective October 1, 2016	Restructure Zone 2								

NU-HOS-4 / NU-CHN-4, Steps 1 to 8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	72546	74015	75474	76923	78388	79854	81320	82783
A) October 1, 2014	73453	74940	76417	77885	79368	80852	82337	83818
B) October 1, 2015	74371	75877	77372	78859	80360	81863	83366	84866
X) Restructure effective October 1, 2016	Restructure Zone 2							

NU-HOS-4 / NU-CHN-4, Steps 9 to 10: annual rates of pay (in dollars)

Effective date	Step 9	Step 10
\$) October 1, 2013	84241	85698
A) October 1, 2014	85294	86769
B) October 1, 2015	86360	87854
X) Restructure effective October 1, 2016	Restructure Zone 2	

NU-HOS-5 / NU-CHN-5, Steps 1 to 8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	75985	77642	79291	80944	82598	84259	85904	87561
A) October 1, 2014	76935	78613	80282	81956	83630	85312	86978	88656
B) October 1, 2015	77897	79596	81286	82980	84675	86378	88065	89764
X) Restructure effective October 1, 2016	Restructure Zone 2							

NU-HOS-5 / NU-CHN-5, Steps 9 to 10: annual rates of pay (in dollars)

Effective date	Step 9	Step 10
\$) October 1, 2013	89212	90868
A) October 1, 2014	90327	92004
B) October 1, 2015	91456	93154
X) Restructure effective October 1, 2016	Restructure Zone 2	

NU-HOS-6 / NU-CHN-6, Steps 1 to 8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	79811	81782	83768	85737	87706	89688	91646	93615
A) October 1, 2014	80809	82804	84815	86809	88802	90809	92792	94785
B) October 1, 2015	81819	83839	85875	87894	89912	91944	93952	95970
X) Restructure effective October 1, 2016	Restructure Zone 2							

NU-HOS-6 / NU-CHN-6, Steps 9 to 10: annual rates of pay (in dollars)

Effective date	Step 9	Step 10
\$) October 1, 2013	95584	97550
A) October 1, 2014	96779	98769
B) October 1, 2015	97989	100004
X) Restructure effective October 1, 2016	Restructure Zone 2	

NU-CHN-7: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$) October 1, 2013	88009	90265	92513	94772	97023	99277	101530	103783	106027
A) October 1, 2014	89109	91393	93669	95957	98236	100518	102799	105080	107352
B) October 1, 2015	90223	92535	94840	97156	99464	101774	104084	106394	108694
X) Restructure effective October 1, 2016	Restructure Zone 2								

NU-CHN-8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$) October 1, 2013	92513	95589	98658	101733	104501	107875	110943	113614	116282
A) October 1, 2014	93669	96784	99891	103005	105807	109223	112330	115034	117736
B) October 1, 2015	94840	97994	101140	104293	107130	110588	113734	116472	119208
X) Restructure effective October 1, 2016	Restructure Zone 2								

**Appendix “A-2”

NU: Nursing Group national rates of pay for Health Canada NU-CHN in remote and isolated communities (CWIS Type 1 and 2) (in dollars)

Table Legend

- \$) Effective October 1, 2013
- A) Effective October 1, 2014
- B) Effective October 1, 2015
- X) Effective October 1, 2016: restructure

Pending registration: national rates of pay (in dollars)

Effective date	Step 1
\$) October 1, 2013	65488
A) October 1, 2014	66307
B) October 1, 2015	67136
X) Restructure effective October 1, 2016	Restructure Zone 2

NU-CHN-1: national rates of pay instance for Health Canada (in dollars)

Effective date	Step 1	Step 2
\$) October 1, 2013	70182	71026
A) October 1, 2014	71059	71914
B) October 1, 2015	71947	72813
X) Restructure effective October 1, 2016	Restructure Zone 2	

NU-CHN-2: national rates of pay instance for Health Canada (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2013	70227	71877	73568	75264	76961	78651	80349
A) October 1, 2014	71105	72775	74488	76205	77923	79634	81353
B) October 1, 2015	71994	73685	75419	77158	78897	80629	82370
X) Restructure effective October 1, 2016	Restructure Zone 2						

NU-CHN-3: national rates of pay instance for Health Canada (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2013	70766	72379	74030	75678	77326	78971	80621	82272
A) October 1, 2014	71651	73284	74955	76624	78293	79958	81629	83300
B) October 1, 2015	72547	74200	75892	77582	79272	80957	82649	84341
X) Restructure effective October 1, 2016	Restructure Zone 2							

NU-CHN-4: national rates of pay instance for Health Canada (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$) October 1, 2013	73022	74754	76524	78281	80062	81824	83591	85353	87121
A) October 1, 2014	73935	75688	77481	79260	81063	82847	84636	86420	88210
B) October 1, 2015	74859	76634	78450	80251	82076	83883	85694	87500	89313
X) Restructure effective October 1, 2016	Restructure Zone 2								

****Appendices “A-1” and “A-2”**

NU: Nursing Group

Pay notes

Pay increment for full-time and part-time employees

1. The pay increment period for employees at levels NU-HOS-1 and NU-CHN-1 is six (6) months. A part-time employee who, on the date of signing of this collective agreement, has worked more than six (6) months since the last increment will receive a salary increment effective on the date of signing. The next statutory increase for part-time employees will be calculated from this date.
2. The pay increment period for employees at the NU-HOS levels 2 to 6 and at the NU-CHN levels 2 to 8 is twelve (12) months. A part-time employee who, on the date of signing of this collective agreement, has worked more than twelve (12) months since the last increment will receive a salary increment effective on the date of signing. The next statutory increase for part-time employees will be calculated from this date.
3. The pay increment date for an employee, appointed on or after 19 April 1982 to a position in the bargaining unit upon promotion, demotion or from outside the public service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to the application date above, remains unchanged.

Pay adjustment administration

4. All employees being paid at the pending registration, the NU HOS levels 1 to 6, and the NU CHN 1 to 8 scales of rates shall, on the relevant effective dates in Appendix “A”, be paid in the A and B scales of rates shown immediately below the employee’s 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.

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.

**Appendices “A-1” and “A-2”

NU: Nursing Group annual rates of pay for Hospital and Community Health Nursing (HOS and CHN) (in dollars)

Table Legend

X) Effective October 1, 2016: restructure

C) Effective October 1, 2016

D) Effective October 1, 2017

Zone 1 (Atlantic, Quebec, Ontario and Manitoba)

NU-HOS-1 / NU-CHN-1: annual rates of pay (in dollars)

Effective date	Step 1	Step 2
X) Restructure effective October 1, 2016	69967	70717
C) October 1, 2016	70842	71601
D) October 1, 2017	71728	72496

NU-HOS-2 / NU-CHN-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
X) Restructure effective October 1, 2016	71469	73413	74830	76244	79285	81030
C) October 1, 2016	72362	74331	75765	77197	80276	82043
D) October 1, 2017	73267	75260	76712	78162	81279	83069

NU-HOS-3 / NU-CHN-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
X) Restructure effective October 1, 2016	74826	76215	77618	79022	80423	81819	83217
C) October 1, 2016	75761	77168	78588	80010	81428	82842	84257
D) October 1, 2017	76708	78133	79570	81010	82446	83878	85310

NU-HOS-4 / NU-CHN-4: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
X) Restructure effective October 1, 2016	77372	78859	80360	81863	83366	84866	86360	88099
C) October 1, 2016	78339	79845	81365	82886	84408	85927	87440	89200
D) October 1, 2017	79318	80843	82382	83922	85463	87001	88533	90315

NU-HOS-5 / NU-CHN-5: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
X) Restructure effective October 1, 2016	81286	82980	84675	86378	88065	89522	91480	93446
C) October 1, 2016	82302	84017	85733	87458	89166	90641	92624	94614
D) October 1, 2017	83331	85067	86805	88551	90281	91774	93782	95797

NU-HOS-6 / NU-CHN-6: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
X) Restructure effective October 1, 2016	85875	87894	89912	91944	93952	95970	98036	100290
C) October 1, 2016	86948	88993	91036	93093	95126	97170	99261	101544
D) October 1, 2017	88035	90105	92174	94257	96315	98385	100502	102813

NU-CHN-7: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
X) Restructure effective October 1, 2016	93592	96185	98774	101363	103948	106545	109126	111721
C) October 1, 2016	94762	97387	100009	102630	105247	107877	110490	113118
D) October 1, 2017	95947	98604	101259	103913	106563	109225	111871	114532

NU-CHN-8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
X) Restructure effective October 1, 2016	94842	97994	101139	104293	107130	110587	113734	116473	119208
C) October 1, 2016	96028	99219	102403	105597	108469	111969	115156	117929	120698
D) October 1, 2017	97228	100459	103683	106917	109825	113369	116595	119403	122207

Zone 2 (Saskatchewan, Alberta, British Columbia, Northwest Territories, and Health Canada NU-CHN in remote and isolated communities (CWIS Type 1 and 2))**NU-HOS-1 / NU-CHN-1: annual rates of pay (in dollars)**

Effective date	Step 1	Step 2
X) Restructure effective October 1, 2016	71947	72813
C) October 1, 2016	72846	73723
D) October 1, 2017	73757	74645

NU-HOS-2 / NU-CHN-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
X) Restructure effective October 1, 2016	73685	75419	77158	78897	80629	82370
C) October 1, 2016	74606	76362	78122	79883	81637	83400
D) October 1, 2017	75539	77317	79099	80882	82657	84443

NU-HOS-3 / NU-CHN-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
X) Restructure effective October 1, 2016	74200	75892	77582	79272	80957	82649	84341
C) October 1, 2016	75128	76841	78552	80263	81969	83682	85395
D) October 1, 2017	76067	77802	79534	81266	82994	84728	86462

NU-HOS-4 / NU-CHN-4: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
X) Restructure effective October 1, 2016	76634	78450	80251	82076	83883	85694	87500	89313
C) October 1, 2016	77592	79431	81254	83102	84932	86765	88594	90429
D) October 1, 2017	78562	80424	82270	84141	85994	87850	89701	91559

NU-HOS-5 / NU-CHN-5: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
X) Restructure effective October 1, 2016	80283	82340	84391	86447	88495	90557	92613	94666
C) October 1, 2016	81287	83369	85446	87528	89601	91689	93771	95849
D) October 1, 2017	82303	84411	86514	88622	90721	92835	94943	97047

NU-HOS-6 / NU-CHN-6: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
X) Restructure effective October 1, 2016	84341	86798	89259	91712	94178	96638	99099	101560
C) October 1, 2016	85395	87883	90375	92858	95355	97846	100338	102830
D) October 1, 2017	86462	88982	91505	94019	96547	99069	101592	104115

NU-CHN-7: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
X) Restructure effective October 1, 2016	93082	95891	98704	101510	104317	107125	109931	112738
C) October 1, 2016	94246	97090	99938	102779	105621	108464	111305	114147
D) October 1, 2017	95424	98304	101187	104064	106941	109820	112696	115574

NU-CHN-8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
X) Restructure effective October 1, 2016	94840	97994	101140	104293	107130	110588	113734	116472	119208
C) October 1, 2016	96026	99219	102404	105597	108469	111970	115156	117928	120698
D) October 1, 2017	97226	100459	103684	106917	109825	113370	116595	119402	122207

NU: Nursing Group**Pay notes**

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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

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4. Employees will move to the rate of pay that is closest to but not less than their substantive rate of pay of the “X” scale of rates.
5. All employees being paid in the Zone 1 and Zone 2 scale of rates, on the relevant effective dates in Appendix “A”, be paid in the C and D scales of rates shown immediately below the employees former rate of pay.

Health Canada NU-CHN In remote and isolated communities

6.
 - 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).
7. 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 7(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

8. 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.

9. Rate of pay on transfer between zones

Upon transfer between Zones, if the employee's substantive salary is higher than the maxima of the new Zone, the employee's salary will be maintained until he or she leaves the position of the new Zone.

****Appendix “A-3”****NU: Nursing Group Sub-Group: Medical Adjudicator (EMA) annual rates of pay (in dollars)****Table Legend**

- \$) Effective October 1, 2013
- A) Effective October 1, 2014
- B) Effective October 1, 2015
- X) Effective October 1, 2016: restructure
- C) Effective October 1, 2016
- D) Effective October 1, 2017

NU-EMA-1: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	71127	72905	74727	76595	78509	N/A
A) October 1, 2014	72016	73816	75661	77552	79490	N/A
B) October 1, 2015	72916	74739	76607	78521	80484	N/A
X) Restructure effective October 1, 2016	72916	74739	76607	78521	80484	82496
C) October 1, 2016	73827	75673	77565	79503	81490	83527
D) October 1, 2017	74750	76619	78535	80497	82509	84571

NU-EMA-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2013	77637	79578	81568	83607	85698	N/A
A) October 1, 2014	78607	80573	82588	84652	86769	N/A
B) October 1, 2015	79590	81580	83620	85710	87854	N/A
X) Restructure effective October 1, 2016	79590	81580	83620	85710	87854	90050
C) October 1, 2016	80585	82600	84665	86781	88952	91176
D) October 1, 2017	81592	83633	85723	87866	90064	92316

Pay notes**Pay adjustment administration**

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1. All employees being paid in the NU-EMA levels 1 and 2 scales of rates shall, on the relevant effective dates in Appendix “A”, be paid in the A, B, X, C and D scales of rates shown immediately below the employee’s former rate of pay.

Pay increment for full-time and part-time employees

2. The pay increment period for employees at the NU-EMA-1 and NU-EMA-2 is twelve (12) months. A part-time employee who, on the date of signing of Appendix A-3, 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. Effective October 1, 2016, an employee paid at the NU-EMA-1 and NU-EMA-2 scales of rates and have been at the maximum rate of pay of their level for more than twelve (12) months on October 1, 2016, will move to the new maximum rate of pay in the “X” scale of rates.

****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 shall be altered by the addition of the amounts specified hereunder in Column II in the circumstances specified in Column I.

Column I	Column II
Education allowances	
As a registered nurse, where the following additional nursing education is utilized in the performance of the duties of the position:	
1. a) Recognized speciality training course including the Primary Care Skills Program, 3 to 6 months	\$605
b) Recognized speciality training course, 7 to 12 months	\$935
c) (i) Upon completion of one certificate representing one academic year of university in a field of study identified at paragraph 6 below.	\$1,650
(ii) Upon completion of two certificates each representing one academic year of university in fields of study identified at paragraph 6 below.	\$2,200
(iii) Upon completion of three certificates each representing one academic year of university in fields of study identified at paragraph 6 below.	\$2,750
2. Baccalaureate degree in nursing.	\$3,300
3. Master’s degree in nursing or any other health related field of study approved by the Employer.	\$3,850

4. One (1) allowance only will be paid for the highest relevant qualification under Column I.
5. 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.
6. These fields of study include Administration, Administration and Education, Clinical Fields, Community Health, Gerontology, Mental Health, Health Services Administration I and Health Services Administration II, Nursing, Psychiatry, Public Health, Teaching and Supervision, Substance Abuse Prevention and Intervention or in any other nursing-related field of study approved by the Employer.

Transitional provision

An employee who, on July 5, 2017, was in receipt of an education allowance and would no longer qualify for that allowance on July 6, 2017, shall continue to receive that allowance until he/she leaves the Nursing (NU) Group.

Memoranda of Understanding

The following Appendices D, E, G, H, I, J, K and M shall be effective on the date of signature of this collective agreement.

Signed at Ottawa, this 6th day of the month of July 2017.

The Treasury Board of Canada

Sandra Hassan
Josée Lefebvre

The Professional Institute of the Public Service of Canada

Debi Daviau
Jean-Paul Leduc

****Appendix “C”**

“Reserved”

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 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 2018, Forensic Psychiatrists who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;

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);

Terminable allowance

	Annual amount	Daily amount
MD-MSP-1	\$54,250	\$207.95
MD-MSP-2	\$50,800	\$194.73

- b. The terminable allowance specified above does not form part of an employee’s salary.
- c. 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.
- d. 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.
- e. When a Forensic Psychiatrists 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. 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.

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2. The parties agree that only the employees identified above, that is, 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 three thousand two hundred and fifty dollars (\$3,250), is paid at the end of twelve (12) months.

Recruitment allowance

In the month of hiring	At the end of the twelve (12) months after hiring
\$2,250	\$3,250

- 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 seventy-five (75) hours 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 ZNO (or regional counterpart).

6. An employee may receive this allowance and that of Appendix “G”: expanded role allowance, and Appendix “H”: nurse-in-charge allowance, as long as he meets the provisions of such appendixes.
7. An employee may not receive this allowance and the retention allowance in Appendix “F” during the same twelve (12) month period.
8. This allowance can only be paid once during his total period of employment in the public service.

9. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

Appendix “F”

Memorandum of Understanding Between the Treasury Board (Hereinafter Called the Employer) and the Professional Institute of the Public Service of Canada (Hereinafter Called the Institute) in Respect of the Health Services Bargaining Unit: Retention Allowance for Health Canada Nurses in Remote or Isolated Communities

1.
 - a. In an effort to resolve retention problems, the Employer will provide an allowance to Health Canada NU-CHNs permanently assigned in nursing stations situated in remote and isolated First Nations communities (type 1 and 2) for the performance of NU-CHN duties in the Health Services group.
 - b. This allowance also applies to NU-CHN-5 Practice Consultants whose regular duties of their position requires them to utilize the skills of the expanded scope of practice while working with nurses employed in these communities. The allowance also applies to the NU-CHN-5 Assistant Zone Nursing Officers who supervise nurses employed in remote and isolated (type 1 and 2) communities.
2. The parties agree that NU-CHN employees who perform the duties of positions identified above shall be eligible to receive a “terminable allowance” in the following amounts and subject to the following conditions:
 - a. Commencing on October 1, 2014 and ending 30 September 2018, NU-CHN employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;
 - b. The employee shall receive the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix “A” of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eight eight (260.88);

Terminable allowance

	Annual amount	Daily amount
NU-CHN	\$5,500	\$21.08

- c. The terminable allowance specified above does not form part of an employee’s salary.
- d. The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement.

- e. Only indeterminate employees and employees hired for term of twelve (12) month or more are eligible for this allowance.
 - f. Employees can only become eligible for this allowance after they have received ten (10) days of 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 ZNO (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 allowance, 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);

Expanded professional role allowance

Annual amount	Daily amount
\$6,000	\$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 ZNO (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);

Terminable allowance

	Annual amount	Daily amount
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 of 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 Employment and Social Development Canada (ESDC).
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, 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);

Terminable allowance: doctoral level registered psychologists

Annual amount	Daily amount
\$12,000	\$46.00

Terminable allowance: masters level registered psychologists

Annual amount	Daily amount
\$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.

- 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 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, 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);

Terminable allowance

	Annual amount	Daily amount
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. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

Appendix “L”

Memorandum of Understanding Between the Treasury Board (Hereinafter Called the Employer) and the Professional Institute of the Public Service of Canada (Hereinafter Called the Institute) in Respect of the Health Services Bargaining Unit: Allowance for the Employees of the NU-HOS and NU-CHN Sub-Groups in Correctional Service Canada

1. In an effort to resolve retention and recruitment problems, the Employer will provide an allowance to NU employees who perform the duties of positions at the NU-HOS-1 through NU-HOS-6 and for NU-CHN in Correctional Service Canada (CSC) for the performance of NU duties in the Health Services Group.
2. The parties agree that NU employees who perform the duties of positions identified above shall be eligible to receive a “terminable allowance” in the following amounts and subject to the following conditions:
 - a. Commencing on October 1, 2014 and ending 30 September 2018, 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.

Terminable allowance

	Annual amount	Daily amount
NU-HOS-1 through NU-HOS-6	\$4,500	\$17.25
NU-CHN	\$4,500	\$17.25

- c. The terminable allowance specified above does not form part of an employee's salary.
 - d. The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement.
 - e. Subject to (f) below, the amount of the terminable allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position.
 - f. When an NU employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 45.09, the terminable allowance payable shall be proportionate to the time at each level.
3. A part-time NU employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 39.03.
 4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
 5. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

Appendix “M”

Memorandum of Understanding Between the Treasury Board (Hereinafter Called the Employer) and the Professional Institute of the Public Service of Canada (Hereinafter Called the Institute) in Respect of the Health Services Bargaining Unit: Allowance for Personnel Psychologists

1. In an effort to resolve retention and recruitment problems, the Employer will provide an Allowance to personnel psychologists (PS) in the Personnel Psychology Centre (PPC) or in any other portion of the Public Service Commission (PSC), or in Employment and Social Development Canada (ESDC) 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, 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);

Terminable allowance

	Annual amount	Daily amount
PS-2: up to one (1) year of service:	\$2,000	\$7.67
PS-2: after one (1) year of service:	\$3,750	\$14.37
PS-3: up to one (1) year of service:	\$2,000	\$7.67
PS-3: after one (1) year of service:	\$7,500	\$28.75
PS-4	\$7,500	\$28.75
PS-5	\$7,500	\$28.75

- c. The terminable allowance specified above does not form part of an employee’s salary.
- d. The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement.

- e. Subject to (f) below, the amount of the terminable allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position.
 - f. When a PS employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 45.09, the terminable allowance payable shall be proportionate to the time at each level.
3. A part-time PS employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 39.03.
4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
5. An employee may not receive this allowance and the allowance in Appendix "J" during the same period.
6. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

Appendix “N”

Letter of Understanding Concerning the Health Services Group

Re: Second on Standby for the Health Canada Nurses in Remote and Isolated Communities

Health Canada will maintain and continue to apply the Second on Standby policy for all the remote and isolated communities.

Appendix “O”

Letter of Understanding Concerning the Health Services Group

Re: Employee Leave Status During or as a Result of a Critical Incident in Health Canada

This letter is to give effect to the understanding reached by the Employer and the Institute in negotiations for the renewal of the agreement covering the above specified group.

Accordingly, the parties agree to maintain a joint committee comprising equal representation who will, with a view of ensuring consistency of application between regions and zones, review, when needed, the departmental policy dated February 3, 2004, which will include the criteria, application, accountability and principles outlined in the Memorandum of Understanding dated November 1, 2001, on employee leave status during or as a result of a critical incident at Health Canada.

Appendix “P”

Memorandum of Agreement: Regional Resource Teams

The Memorandum of Understanding between the Treasury Board and the Professional Institute of the Public Service of Canada for Community Health Nurses in Regional Resource Team shall form part of this collective agreement.

Appendix “Q”

Memorandum of Understanding Concerning the Health Services Group Re: Safety and Health Information

The parties recognize the benefits of sharing information on matters related to safety and health. As such, they propose, in the spirit of consultation, that regular exchanges of information take place.

They also propose that the information be shared via the JOSH at the local level. Where such committees do not exist, the department, in collaboration with the Institute representative as selected by the Institute, will work towards their creation.

Specifically, the exchange of information, while not limited to, would include the following:

A. Incidents:

- vandalism;
- threats;
- assaults;
- break-in and thefts.

B. Safety concerns.

C. Updates on policies and activities of the Employer and/or departments related to employee safety and health.

The type of information provided, subject to confidentiality and privacy requirements, should include:

A. Specific incident:

- brief description of the incident;
- where the incident occurred;
- the immediate response;
- follow-up action.

B. Summative statistics (local, regional, national level).

Appendix “R”

Letter of Understanding Concerning the Health Services Group Re: Disciplinary Investigation Procedure

This letter is to give effect to the understanding reached by the Employer and the Professional Institute in negotiations for the renewal of the agreement covering the above specified group.

Accordingly, in the departments (Health Canada, Veterans Affairs Canada (Ste-Anne-de-Bellevue Hospital), National Defence, Correctional Service Canada, and Public Health Agency of Canada) where an investigation procedure does not exist, the departments agree to discuss items such as timeframe, process and corrective action in view of developing an investigation procedure regarding investigation in accordance with Article 37: standards of discipline, in collaboration with the Institute.

The investigation procedure will be in effect no later than six (6) months after the date of the signing of the collective agreement for the Health Services Bargaining Unit.

****Appendix “S”**

Workforce adjustment

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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 organisation d'accueil)

Is a department or organization or agency which has agreed to appoint or consider for appointment (either immediately or after retraining) a surplus or a laid-off person.

core public administration (administration publique centrale)

Means that part in or under any department or organization, or other portion of the federal public administration specified in Schedules I and IV to the Financial Administration Act (FAA) for which the PSC has the sole authority to appoint.

deputy head (administrateur général)

Has the same meaning as in the definition of “Deputy Head” set out in section 2 of the Public Service Employment Act, and also means his or her official designate.

**

education allowance (indemnité d'étude)

Is one of the options provided to an indeterminate employee affected by normal workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The Education Allowance is a lump sum payment, equivalent 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 fifteen thousand (\$15,000) dollars.

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 **Institute (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.

layoff 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 of 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 equivalent 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 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 equivalent to that from which they were declared surplus.

relocation (réinstallation)

Is the authorised geographic move of a surplus employee or laid-off person from one place of duty to another place of duty, beyond what, according to local custom, is a normal commuting distance.

relocation of work unit (réinstallation d'une unité de travail)

Is the 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 lump sum payment based on the employee's years of service in the Public Service, 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)
- Values and Ethics Code for the Public Service, Chapter 3: Post-Employment Measures
- Employer regulation on promotion
- Public Service Employment Act
- Public Service Employment Regulations
- Public Service Labour Relations Act
- Public Service Superannuation Act
- ** Directive on Terms and Conditions of Employment
- NJC Integrated Relocation Directive
- Travel Directive

Enquiries

Enquiries about this Appendix should be referred to PIPSC, or the responsible officers in departmental or organizational headquarters.

Responsible officers in departmental or organizational headquarters may, in turn, direct questions on the application of this Appendix to the Senior Director, Excluded Groups and Administrative Policies, Labour Relations and Compensation Operations, Treasury Board Secretariat.

Enquiries by employees pertaining to entitlements to a priority in appointment or to their status in relation to the priority appointment process should be directed to their departmental or organizational human resource advisors or to the Priority Advisor of the PSC responsible for their case.

Part I: roles and responsibilities

1.1 Departments or organizations

1.1.1 Since indeterminate employees who are affected by workforce adjustment situations are not themselves responsible for such situations, it is the responsibility of departments or organizations to ensure that they are treated equitably and, given every reasonable opportunity to continue their careers as public service employees.

1.1.2 Departments or organizations shall carry out effective human resource planning to minimise the impact of workforce adjustment situations on indeterminate employees, on the department or organization, and on the public service.

**

1.1.3 Departments and organizations shall:

- a. establish joint workforce adjustment committees, where appropriate, to advise and consult on the workforce adjustment situations within the department or organization, and
- b. notify PIPSC of the responsible officers who will administer this Appendix.

Terms of reference of such committee shall include a process for addressing alternation requests from other departments and/or organizations.

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), 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 6.4 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, resumés, 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 PIPS.

1.1.13 Departments or organizations shall provide that employee with the official notification that he or she has become subject to a workforce adjustment and shall remind the employee that the Appendix on workforce adjustment of this collective agreement applies.

1.1.14 Deputy heads shall apply this Appendix so as to keep actual involuntary lay-offs to a minimum, and lay-offs shall normally only occur where an individual has refused a reasonable job offer, or is not mobile, or cannot be retrained within two (2) years, or is laid-off at his or her own request.

1.1.15 Departments or organizations are responsible to counsel and advise their affected employees on their opportunities of finding continuing employment in the public service and shall, to the extent possible, help market surplus employees and laid off persons to other departments or organizations unless the individuals have advised the department or organization in writing that they are not available for appointment.

1.1.16 Appointment of surplus employees to alternative positions, whether with or without retraining, shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. Departments or organizations shall avoid appointment to a lower level except where all other avenues have been exhausted.

1.1.17 Home departments or organizations shall appoint as many of their own surplus employees or laid-off persons as possible, or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

1.1.18 Home departments or organizations shall relocate surplus employees and laid-off individuals, if necessary.

1.1.19 Relocation of surplus employees or laid-off persons shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their redeployment or reappointment, providing that:

- a. there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled;
or
- b. no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

1.1.20 The cost of travelling to interviews for possible appointments and of relocation to the new location shall be borne by the employee's home department or organization. Such cost shall be consistent with the Travel and NJC Integrated Relocation directives.

1.1.21 For the purposes of the NJC Integrated Relocation directive, surplus employees and laid-off persons who relocate under this Appendix shall be deemed to be employees on employer-requested relocations. The general rule on minimum distances for relocation applies.

1.1.22 For the purposes of the Travel directive, laid-off persons travelling to interviews for possible reappointment to the 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 method directed by 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, and their use of contracted out services, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments or organizations shall not engage or re-engage such temporary agency personnel, contractors, consultants, contracted out services, 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.

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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. Such notice shall be sent to the President of PIPSC.

1.1.32 When a surplus employee refuses a reasonable job offer, he or she shall be subject to lay-off one month after the refusal, however not before six (6) months after the surplus declaration date. The provisions of 1.3.3 shall continue to apply.

1.1.33 Departments or organizations are to presume that each employee wishes to be redeployed unless the employee indicates the contrary in writing.

1.1.34 Departments or organizations shall inform and counsel affected and surplus employees as early and as completely as possible and shall, in addition, assign a counsellor to each opting and surplus employee and laid-off person to work with them throughout the process. Such counselling is to include explanations and assistance concerning:

- a. the workforce adjustment situation and its effect on that individual;
- b. the workforce adjustment Appendix;
- c. the PSC's Priority Information Management System and how it works from the employee's perspective;
- d. preparation of a curriculum vitae or resumé;
- e. the employee's rights and obligations;
- f. the employee's current situation (for example, pay, benefits such as severance pay and superannuation, classification, language rights, years of service);

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- g. alternatives that might be available to the employee (the alternation process, 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 (12) month surplus priority period in which to secure a reasonable job offer, a Transition Support Measure, an Education Allowance;

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- j. the options for employees not in receipt of a guarantee of a reasonable job offer, the one hundred and twenty (120) day consideration period that includes access to the alternation process;
- k. advise employees to seek out proposed alternations and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
- l. the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
- m. preparation for interviews with prospective employers;
- n. repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed ;
- o. advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;
and

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- p. advising employees of the right to be represented by the Institute in the application of this Appendix.

1.1.35 Home departments or organizations shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by themselves, the employee and the appointing department or organization.

1.1.36 Severance pay and other benefits flowing from other clauses in this collective agreement are separate from, and in addition to, those in this Appendix.

1.1.37 Any surplus employee who resigns under this Appendix shall be deemed, for the purposes of severance pay and retroactive remuneration, to be involuntarily laid off on the day as of which the deputy head accepts in writing the employee's resignation.

1.1.38 The department or organization will review the status of each affected employee annually, or earlier, from the date of initial notification of affected status and determine whether the employee will remain on affected status or not.

1.1.39 The department or organization will notify the affected employee, in writing, within five (5) working days of the decision pursuant to subsection 1.1.38.

1.2 The Treasury Board Secretariat

1.2.1 It is the responsibility of the Treasury Board Secretariat to:

- a. investigate and seek to resolve situations referred by the PSC or other parties,
- b. consider departmental or organizational requests for retraining resources,
and
- c. ensure that departments or organizations are provided to the extent possible with information on occupations for which there are skill shortages.

1.3 The Public Service Commission

1.3.1 Within the context of workforce adjustment, and the Public Service Commission's (PSC) governing legislation, it is the responsibility of the PSC to:

- a. ensure that priority entitlements are respected;
- b. ensure that a means exists for priority persons to be assessed against vacant positions and appointed if found qualified against the essential qualifications of the position;
and
- c. ensure that priority persons are provided with information on their priority entitlements.

1.3.2 The PSC is further willing, in accordance with the Privacy Act, to:

- a. provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' level of compliance with this directive,
and;
- b. provide information to the bargaining agents on the numbers and status of their members in the Priority Information Management System, as well as information on the overall system.

1.3.3 The PSC's roles and responsibilities flow from its governing legislation, not the collective agreement. As such, any changes made to these roles/responsibilities must be agreed upon by the Commission. For greater detail on the PSC's role in administering surplus and lay-off priority entitlements, refer to Annex C of this document.

1.4 Employees

1.4.1 Employees have the right to be represented by PIPS 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 resumés);
- 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.

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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;
and
- c. submitting the alternation request to management before the close of the one hundred and twenty (120) day period, if arranging an alternation with an unaffected employee.

Part II: official notification

2.1 Department or organization

2.1.1 As already mentioned in section 1.1.12, departments or organizations shall advise and consult with the bargaining agent representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the bargaining agent and to the President of PIPSC the name, and 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 (6) or more indeterminate employees covered by this Appendix, the department or organization concerned shall notify the Assistant Secretary (or delegate), Labour Relations and Compensation Operations, Treasury Board Secretariat, in confidence, at the earliest possible date and under no circumstances less than four (4) working days before the situation is announced.

2.1.3 Prior to notifying any potentially affected employee, departments or organizations shall also notify the Chief Executive Officer of each bargaining agent that has members involved. Such notification is to be in writing, in confidence and at the earliest possible date and under no circumstances less than two (2) working days before any employee is notified of the workforce adjustment situation. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.

Part III: relocation of a work unit

3.1 General

3.1.1 In cases where a work unit is to be relocated, department(s) or organization(s) shall provide all employees whose positions are to be relocated with written notice of the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a workforce adjustment situation.

3.1.2 Following written notification, employees must indicate, within a period of six (6) months, their intention to move. If the employee's intention is not to move with the relocated position, the Deputy head, after having considered relevant factors, can either provide the employee with a guarantee of a reasonable job offer or access to the options set out in section 6.4 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 (1) year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

4.3 Laid-off persons

4.3.1 A laid-off person shall be eligible for retraining providing:

- a. retraining is needed to facilitate the appointment of the individual to a specific vacant position;
- b. the individual meets the minimum requirements set out in the relevant Selection Standard for appointment to the group concerned;
and
- c. there are no other available persons with a priority who qualify for the position.

4.3.2 When an individual is offered an appointment conditional on successful completion of retraining, a retraining plan shall be included in the letter of offer. If the individual accepts the conditional offer, he or she will be appointed on an indeterminate basis to the full level of the position after having successfully completed training and being assessed as qualified for the position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off, the employee will be salary protected in accordance with Part V.

Part V: salary protection

5.1 Lower-level position

5.1.1 Surplus employees and laid-off persons appointed to a lower-level position under this Appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this collective agreement, or, in the absence of such provisions, the appropriate provisions of the Regulations Respecting Pay on Reclassification or Conversion.

5.1.2 Employees whose salary is protected pursuant to section 5.1.1 will continue to benefit from salary protection until such time as they are appointed or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

Part VI: options for employees

6.1 General

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict employment availability. A deputy head who cannot provide such a guarantee shall provide his or her reasons in writing, if requested by the employee. Affected employees in receipt of this guarantee would not have access to the choice of options below.

**

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have one hundred and twenty (120) days to consider the three (3) options below before a decision is required of them,
and

The employee may also participate in the alternation process in accordance with section 6.3 of this Appendix within the one hundred and twenty (120) day window before a decision is required of them in 6.1.3.

**

6.1.3 The opting employee must choose, in writing, one of the three (3) Options of section 6.4 of this Appendix within the one hundred and twenty (120) day window. The employee cannot change options once having made a written choice. The Department shall send a copy of the employee's choice to the President of PIPSC.

6.1.4 If the employee fails to select an option, the employee will be deemed to have selected option (a), 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.

**

6.1.6 A copy of any letter issued by the Employer under this part or notice of lay-off pursuant to the Public Service Employment Act shall be sent forthwith to the President of PIPSC.

**

6.2 Voluntary programs

6.2.1 Departments and organizations shall establish internal voluntary departure programs for workforce adjustment situations involving five (5) or more employees working at the same group and level within the same work unit.

6.2.2 When such voluntary programs are established, employees who volunteer and who are selected for workforce adjustment will be made opting employees.

6.2.3 When the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).

**

6.3 Alternation

6.3.1 All departments or organizations must participate in the alternation process.

6.3.2 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.

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6.3.3

- a. Only opting and surplus employees who are surplus as a result of having chosen Option A may alternate into an indeterminate position that remains in the core public administration.
- b. If an alternation is proposed for a surplus employee, as opposed to an opting employee, the Transition Support Measure that is available to the alternate under 6.4.1(b) or 6.4.1(c) (i) shall be reduced by one week for each completed week between the beginning of the employee's surplus priority period and the date the alternation is proposed.

6.3.4 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.

6.3.5 An alternation must permanently eliminate a function or a position.

6.3.6 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.

**

6.3.7 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 equivalent. 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.

**

6.3.8 An alternation must occur on a given date, that is, two (2) employees directly exchange positions on the same day. There is no provision in alternation for a “domino” effect or for “future considerations”.

For clarity, the alternation of positions shall take place on a given date after approval but may take place after the opting one hundred and twenty (120) day period, such as when the processing of the approved alternation is delayed due to the administrative requirements.

6.4 Options

6.4.1 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 lump sum payment, based on the employee’s years of service in the public service (see Annex “B”) made to an opting employee. The TSM shall be paid in one (1) or two (2) lump-sum amounts, at the employee’s request over a maximum two (2) year period. 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 fifteen thousand dollars (\$15,000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant 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. The TSM shall be paid in one (1) or two (2) lump-sum amounts, at the employee's request over a maximum two (2) year period;

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.

6.4.2 Management will establish the departure date of opting employees who choose Option (b) or Option (c) above.

6.4.3 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.

6.4.4 In the cases of: pay in lieu of unfulfilled surplus period, Options (b) and (c)(i), the employee relinquishes any priority rights for reappointment upon acceptance of his or her resignation.

6.4.5 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.

**

6.4.6 All opting employees will be entitled to up to one thousand dollars (\$1,000) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial, and job placement counselling services.

**

6.4.7 An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or an Education Allowance and is re-appointed to the public service 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.

6.4.8 Notwithstanding section 6.4.7, 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.

6.4.9 The deputy head shall ensure that pay in lieu of unfulfilled surplus period is only authorised where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.

6.4.10 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.

6.4.11 Approval of pay in lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

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6.5 Retention payment

6.5.1 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.

6.5.2 All employees accepting retention payments must agree to leave the core public administration without priority rights.

6.5.3 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 Schedule I and IV of 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.

6.5.4 The provisions of 6.5.5 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.

6.5.5 Subject to 6.5.4, 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 equivalent to six (6) months' pay payable upon the day on which the departmental or organizational operation ceases, provided the employee has not separated prematurely.

6.5.6 The provisions of 6.5.7 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.

6.5.7 Subject to 6.5.6, 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.

6.5.8 The provisions of 6.5.9 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.

6.5.9 Subject to 6.5.8, 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 equivalent 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

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.

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.

termination of employment (licenciement de l'employé)

Is the termination of employment referred to in paragraph 12(1)(f) of the Financial Administration Act (FAA).

7.2 General

Departments or organizations will, as soon as possible after the decision is made to proceed with an alternative delivery initiative (ADI), and if possible, not less than one hundred and eighty (180) days prior to the date of transfer, provide notice to the President of PIPSC.

The notice to PIPSC will include: 1) the program being considered for ADI, 2) the reason for the ADI, and 3) the type of approach anticipated for the initiative.

In cases of ADI, the parties will conduct meaningful consultation on human resources 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 (for example, 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 (for example, 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;

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- ii. the Directive on Terms and Conditions of Employment, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the PSLREB pursuant to a successor rights application;

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- iii. recognition of continuous employment in the core public administration, as defined in the Directive on Terms and Conditions of Employment, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
- iv. pension arrangements according to the statement of pension principles set out in Annex "A", or, in cases where the test of reasonableness set out in that statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;
- v. transitional employment guarantee: a two (2) year minimum employment guarantee with the new employer;
- vi. coverage in each of the following core benefits: health benefits, long term disability insurance (LTDI) and dental plan;
- vii. short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to maximum of the new employer's LTDI waiting period.

b. Type 2 (substantial continuity)

Type 2 arrangements meet all of the following criteria:

- i. the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are the same;
- ii. the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of federal annual remuneration (= per cent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are different;
- iii. pension arrangements according to the statement of pension principles as set out in Annex "A", or in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;
- iv. transitional employment guarantee: employment tenure equivalent to that of the permanent workforce in receiving organizations or a two (2) year minimum employment guarantee;
- v. coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;

vi. short-term disability arrangement.

c. Type 3 (lesser continuity)

A type 3 arrangement is any alternative delivery initiative that does not meet the criteria applying in type 1 and 2 transitional employment arrangements.

7.2.3 For type 1 and 2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute a reasonable job offer for purposes of this part.

7.2.4 For type 3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute a reasonable job offer for purposes of this part.

7.3 Responsibilities

7.3.1 Deputy heads will be responsible for deciding, after considering the criteria set out above, which of the types applies in the case of particular alternative delivery initiatives.

7.3.2 Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the home department or organization of their decision within the allowed period.

7.4 Notice of alternative delivery initiatives

7.4.1 Where alternative delivery initiatives are being undertaken, departments or organizations shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether they wish to accept the offer.

7.4.2 Following written notification, employees must indicate within a period of sixty (60) days their intention to accept the employment offer.

7.5 Job offers from new employers

7.5.1 Employees subject to this Appendix (see Application) and who do not accept the reasonable job offer from the new employer in the case of type 1 or 2 transitional employment arrangements will be given four (4) 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 (4) month notice period except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer.

7.5.2 The deputy head may extend the notice of termination period for operational reasons, but no such extended period may end later than the date of the transfer to the new employer.

7.5.3 Employees who do not accept a job offer from the new employer in the case of type 3 transitional employment arrangements may be declared opting or surplus by the deputy head in accordance with the provisions of the other parts of this Appendix.

7.5.4 Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the home department or organization for operational reasons provided that this does not create a break in continuous service between the core public administration and the new employer.

7.6 Application of other provisions of the Appendix

7.6.1 For greater certainty, the provisions of Part II, Official Notification, and section 6.5, 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 6.5 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 or organizational 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 position and the salary applicable to their position with the new employer will be paid as a lump-sum payable on the day on which the departmental 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 (3) 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 (1) 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 Schedule I and IV of 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 Schedule I and IV of 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.

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However, an employee who has a severance termination benefit entitlement under the terms of paragraph 19.06(b) or (c) of Appendix D shall be paid this entitlement at the time of transfer.

7.9.3 Where:

- a. the conditions set out in 7.9.2 are not met;
- b. the severance provisions of this collective agreement are extracted from this collective agreement prior to the date of transfer to another non-federal public sector employer;
- c. the employment of an employee is terminated pursuant to the terms of section 7.5.1;
or
- d. the employment of an employee who accepts a job offer from the new employer in a type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer,

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on which employment in the core public administration terminates.

Annex “A”: statement of pension principles

1. The new employer will have in place, or Her Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of “reasonableness” will be that the actuarial value (cost) of the new employer pension arrangements will be at least six decimal five per cent (6.5%) of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the Assessment Methodology developed by Towers Perrin for the Treasury Board, dated October 7, 1997. This Assessment Methodology will apply for the duration of this collective agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the employer costs, Public Service Superannuation Act (PSSA) coverage could be provided during a transitional period of up to a year.
2. Benefits in respect of service accrued to the point of transfer are to be fully protected.
3. Her Majesty in right of Canada will seek portability arrangements between the public service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, Her Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the PSSA.

Annex “B”

Years of service in the public service	Transition Support Measure (TSM) (payment in weeks’ pay)
0	10
1	22
2	24
3	26
4	28

Years of service in the public service	Transition Support Measure (TSM) (payment in weeks' pay)
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34
36	31
37	28
38	25
39	22
40	19
41	16

Years of service in the public service	Transition Support Measure (TSM) (payment in weeks' pay)
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](#)”

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Memorandum of Agreement With Respect to a Joint Working Group to Study Departments' Voluntary Departure Guidelines and Procedures for Workforce Adjustment Situations

This memorandum is to give effect to the agreement reached between the Employer and the Professional Institute of the Public Service of Canada in respect of employees in the Applied Science and Patent Examination, Architecture, Engineering and Land Survey, Audit, Commerce and Purchasing, Computer Systems, Health Services and Research bargaining units.

To address the issues raised at the common workforce adjustment table concerning the establishment of voluntary departure programs in departments prior to workforce adjustment situations involving five (5) or more employees working at the same group and level, the Employer and the Professional Institute of the Public Service of Canada agree to establish a joint working group to meet within ninety (90) days of the signing of the agreement(s), to assemble and evaluate existing departmental voluntary departure guidelines and procedures.

In consultation, the working group will report to the parties within twelve (12) months of the signing of the agreement regarding best practices for addressing voluntary departures prior to workforce adjustment situations.

Within sixty (60) days of the working group's report, The Employer shall issue a communiqué to the head of human resources of each department or organization containing the best practices identified by the working group. A copy will be sent to the President of PIPSC.

All costs associated with the working group will be the responsibility of each party.

Appendix “T”

Letter of Understanding Concerning the Health Services Group Re: Professional Care and Service Delivery

This letter is to give effect to the understanding reached by the Employer and the Institute in negotiations for the renewal of the agreement that expired September 30, 2003, covering the above specified group.

Accordingly, the parties agree to establish a joint committee comprising equal representation to meet within ninety (90) days of the signing of the collective agreement for the Health Services Bargaining Unit. The joint committee shall examine in particular the creation of a voluntary declaration of errors mechanism; the conditions under which the professional health care is exercised in the Federal government; and the service delivery and patient safety in the health field.

The joint committee shall produce recommendations, which will be made available to both parties concerned for examination at the next round of collective agreement negotiations. The joint committee shall submit its recommendation no later than two (2) months before the expiration date of the said collective agreement, unless the Employer and the Institute agree in writing to extend the deadline.

The Committee shall be co-chaired by the Employer and the Professional Institute of the Public Service of Canada. Time spent (including travel) by the members of the working group shall be considered time worked. All other costs will be the responsibility of each party.

Appendix “U”

Memorandum of Understanding Between the Treasury Board (Hereinafter Called the Employer) and the Professional Institute of the Public Service of Canada (Hereinafter Called the Institute) in Respect of the Health Services Bargaining Unit: Nurse Practitioner Allowance for Health Services Group

1. In an effort to recognize the advanced practice role of Nurse Practitioner and to resolve retention and recruitment problems, the Employer will provide an allowance to all employees who perform the clinical duties of Nurse Practitioner, currently classified at the NU-CHN-4 or NU-HOS-4, in the Health Services Group.
2. The parties agree that employees who perform the duties of positions identified above shall be eligible to receive an allowance in the following amounts and subject to the following conditions:
 - a. Commencing on October 1, 2014, and ending 30 September 2018, 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);

Nurse practitioner allowance

Annual amount	Daily amount
\$18,000	\$69.00

- c. The Allowance specified above does not form part of an employee’s salary.
 - d. The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement.
3. A part-time employee shall be paid the daily amount shown above divided by seven decimal five (7.5) for each hour paid at his hourly rate of pay pursuant to clause 39.03.
4. As long as he meets the provisions of this appendix, an employee may not receive the allowance under Appendix “G”: expanded professional role allowance, and/or Appendix “H”: nurse in-charge allowance for Health Canada Nurses.
5. As long as he meets the provisions of all relevant appendixes, an employee may receive:
 - a. This allowance and that of Appendix “E”: recruitment allowance.
or
 - b. This allowance and that of Appendix “F”: retention allowance.
6. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.

7. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

****Appendix “V”**

Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement)

This Appendix is to reflect the language agreed to by the Employer and the Professional Institute of the Public Service of Canada for the elimination of severance pay for voluntary separations (resignation and retirement) on June 12, 2012. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

Article 19

Severance pay

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

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

a. Lay-off

- i. On the first (1st) lay off pay for the first (1st) complete year of continuous employment two (2) weeks’ pay, or three (3) weeks’ pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks’ pay for employees with twenty (20) or more years of continuous employment, plus one (1) week’s pay for each additional complete year of continuous employment and, in the case of partial year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- ii. On second (2nd) or subsequent lay-off one (1) week’s pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which he was granted Severance Pay under 19.01(a)(i) above.

b. Resignation

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

c. Retirement

On retirement, when an employee is entitled to an immediate annuity or to an immediate annual allowance under the Public Service Superannuation Act, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

d. Death

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

e. Rejection on probation

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

f. Termination for cause for reasons of incapacity or unsatisfactory performance

- i. When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 12(1)(e) of the Financial Administration Act, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), with a maximum benefit of twenty-eight (28) weeks.
- ii. When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reasons of termination for cause of reasons of unsatisfactory performance pursuant to Section 12(1)(d) of the Financial Administration Act, one week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

19.02 The period of continuous employment used in the calculation of severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit by the public service, a federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

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

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

19.04 Appointment to a separate agency

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

19.05 Severance termination

- a. Subject to 19.02 above, indeterminate employees on June 12, 2012, shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
- b. Subject to 19.02 above, term employees on June 12, 2012, shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

Terms of payment

19.06 Options

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

- a. as a single payment at the rate of pay of the employee's substantive position as of June 12, 2012,
or
- b. as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration,
or

- c. as a combination of (a) and (b), pursuant to 19.07(c).

19.07 Selection of option

- a. The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- b. The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- c. The employee who opts for the option described in 19.06(c) must specify the number of complete weeks to be paid out pursuant to 19.06(a) and the remainder shall be paid out pursuant to 19.06(b).
- d. An employee who does not make a selection under 19.07(b) will be deemed to have chosen option 19.06(b).

19.08 Appointment from a different bargaining unit

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

- a. Subject to 19.02 above, on the date an indeterminate employee becomes subject to this agreement after June 12, 2012, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- b. Subject to 19.02 above, on the date a term employee becomes subject to this agreement after June 12, 2012, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- c. An employee entitled to severance termination benefits under paragraph (a) or (b) shall have the same choice of options outlined in 19.06, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.
- d. An employee who does not make a selection under 19.08(c) will be deemed to have chosen option 19.06(b).

****Appendix “W”**

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, Education Allowances, Social Workers Group

1. The Employer will provide an allowance to Masters Level registered Social Workers (SW) for the performance of SW duties in the Health Services group.
2. The parties agree that SW employees shall be eligible to receive an “Education 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, SW employees 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 for in the calendar month in which the employee has received compensation for at least seventy five (75) hours at the regular rates of pay;

Education allowance: masters level registered social workers

Annual amount	Daily amount
\$3,850	\$14.76

- c. The Education 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 SW 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 “X”**

Memorandum of Agreement Between the Treasury Board (Hereinafter Called the Employer) and the Professional Institute of Public Service of Canada (Hereinafter Called the Institute) on Supporting Employee Wellness

This Memorandum of Agreement is to give effect to the agreement reached between the Employer and the Professional Institute of the Public Service of Canada (hereinafter referred to as “the parties”) regarding issues of employee wellness.

The parties will create an Employee Wellness Support Program (EWSP) which will focus on improving employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

Key features

The EWSP will incorporate the following key features:

- contained in collective agreements;
- benefits for up to 26 weeks (130 working days) with income support replacement at 100%;
- the annual allotment shall be 9 days of paid sick leave for illness or injury that falls outside of the parameters of the EWSP;
- 100% income replacement during the 3 day (working) qualification period when the employee’s claim is approved;
- qualifying chronic or episodic illnesses will be exempt of the waiting period;
- the qualification period will be waived in cases of hospitalization or recurrence of a prior illness or injury approved under EWSP within 30 days;
- employees are entitled to carry over a maximum of 3 days of unused sick leave credits remaining at the end of the fiscal year, for use in the following fiscal year;
- the accumulation of current sick leave credits will cease once the EWSP is implemented. Employees with banked sick leave in excess of 26 weeks, will be entitled to carry over those excess days to provide extended coverage at 100% income replacement prior to accessing LTD;
- travel time for diagnosis and treatment;
- internal case management and return to work services focused on supporting employees when ill or injured;
- an employee on EWSP will be considered to be on leave with pay;
- full costs of administering the EWSP to be borne by Employer; and
- increase the quantum of family related leave by one (1) day.

Process

The parties agree to create a technical committee and a steering committee, with a long-term focus and commitment from senior leadership of the parties.

The steering committee and technical committee will be established within 60 days of

signing. The committees will be comprised of an equal number of Employer representatives and Union representatives. The steering committee is responsible for determining the composition of the technical committee.

All time spent by employees in support of the Technical Committee shall be deemed to be leave with pay for Union activities. The Employer will grant leave with pay for employees engaged in these activities, including preparation and travel time.

The technical committee will develop all agreements and documents needed to support the implementation of an EWSP during the next round of collective bargaining. This work shall be completed within one year of signing. The technical committee shall provide interim recommendations for review by the steering committee on the following matters through a series of regular meetings:

- consequential changes to existing leave provisions within the collective agreements, and the Long Term Disability Plan (LTD);
- definitions;
- eligibility conditions for a new EWSP;
- assessment and adjudication processes;
- internal case management and return to work services;
- workplace accommodations;
- creation of a Centre for Workplace Well-Being;
- governance of the EWSP, including dispute resolution mechanisms;
- coverage of operational stress injuries and other injuries sustained by employees deployed in military operations;
- harassment;
- domestic violence; and
- other measures that would support an integrated approach to the management of health for federal public service employees.

The technical committee shall review practices from other Canadian jurisdictions and employers that might be instructive for the Public Service, recognizing that not all workplaces are the same. Federal public service health and safety committees will be consulted as required by the steering committee, as well as leading Canadian experts in the health and disability management field.

The steering committee is to approve a work plan for the technical committee and timelines for interim reports within 4 months of signing. The technical committee work plan may be amended from time to time by mutual consent of the steering committee members.

Dates may be extended by mutual agreement of the steering committee members. The technical committee terms of reference may be amended from time to time by mutual consent of the steering committee members.

The parties agree if an agreement is not reached within 18 months from the establishment of the Technical Committee, or at any time before that time, to jointly appoint a mediator within 30 days.

Integration into collective agreements

1. Once the parties reach agreement on tentative EWSP language and program design, that agreement will be provided to individual PIPSC bargaining tables for ratification and inclusion in their collective agreements.
2. The agreement reached on the EWSP shall not be altered by any bargaining tables.
3. Future amendments to the EWSP shall require the agreement of the Institute and the Employer. Future amendments shall be negotiated between the parties at a central table made up of an Institute bargaining team and an Employer bargaining team.

Signed at Ottawa, this 7th day of December 2016.

Treasury Board of Canada Secretariat		Professional Institute of the Public Service Of Canada

Annex

The parties agree that the following subject areas shall be discussed by the Technical Committee, including but not limited to:

- a. Income support during appeal process;
- b. Updates and Changes to the Long Term Disability Plan;
- c. Medical appointments;
- d. Treatment plans;
- e. Enhanced treatment coverage;
- f. Negative sick leave banks;
- g. Utility for sick leave banks;
- h. Disability management office;
- i. Transitional provisions such as employees on sick leave at date of transition;
- j. Additional sick leave days for health care professionals;
- k. Allotment of sick leave days (earned vs annual advance);
- l. Services provided by the Centre of Workplace Well-Being;
- m. Privacy considerations;
- n. Definition of chronic and episodic illnesses;
- o. Shift workers.

****Appendix “Y”****Memorandum of Agreement Between the Treasury Board (Hereinafter called the Employer) and the Professional Institute of Public Service of Canada (Hereinafter called the Institute) in Respect of the Health Services Bargaining Unit: Joint Committee for Hours of Work**

This memorandum applies to nurses of the Health Services (SH) bargaining unit working in the communities identified as isolated posts in Appendix “A” of the National Joint Council’s Isolated Posts and Government Housing Directive.

This initiative would be conducted in order to meet the needs of the public and/or the efficient operation of the Service.

The parties agree to schedule meetings composed of representatives of Health Canada and the SH bargaining unit (including PIPSC HC consultation team representative(s)) to consult as per sub-paragraphs 8.02 b) (i), (ii) and (iii) of the collective agreement.

The objective of these meetings will be to establish a memorandum of agreement identifying Nursing Stations from Ontario and Manitoba regions where the working conditions would be appropriate for the implementation of a pilot project.

This pilot project would implement hours of work that could extend beyond 6 pm.

The consultation will take place within thirty (30) days after the ratification of the agreement and meet as required.

If, after the memorandum takes effect, these conditions no longer meet the expectations of one of the parties, the signatories reserve the right to amend it, in whole or in part.

****Appendix “Z”****Memorandum of Agreement 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 a Joint Committee for Nursing Station Security**

The Employer and the Institute recognize the importance of maintaining a healthy and safe working environment within remote and isolated communities. The Employer is committed to working with the Institute to ensure that the health and safety of all nurses working at northern nursing stations is protected.

The parties agree to the following:

- a. This memorandum applies to nurses of the Health Services (SH) bargaining unit working in communities identified as isolated posts in Appendix “A” of the National Joint Council’s Isolated Post and Government Housing Directive.
- b. A joint committee composed of representatives of Health Canada and the SH bargaining unit will be created no later than January 30, 2017. The committee shall meet within 30 days after ratification of the agreement, and on a quarterly basis, or as required.
- c. The first meeting of the joint committee will be to establish the Terms of Reference of this committee.
- d. The objective of the committee shall be to identify, assess and recommend resolution of the issues related to the security of nurses working in remote and isolated communities.
- e. Reporting on the progress and presenting the recommendations will be made to the Senior Assistant Deputy Minister, First Nations and Inuit Health Branch of Health Canada official.

This memorandum will take effect on July 6, 2017, for a twelve (12) month period.

With the agreement of both parties, it may be reviewed and modified as needed.