



Treasury Board of Canada  
Secrétariat

Secrétariat du Conseil du Trésor  
du Canada

## **Health Services (SH)**

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

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

**Expiry date: September 30, 2022**



**This agreement covers the following group(s):**

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

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## **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” (« unité de négociation »)**

means the employees of the Employer in the group described in Article 25 (recognition);

**“common-law partner” (« conjoint de fait »)**

means a person living in a conjugal relationship with an employee for a continuous period of at least one year;

**“compensatory leave” (« congé compensatoire »)**

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;

**“continuous employment” (« emploi continu »)**

has the same meaning as specified in the *Directive on Terms and Conditions of Employment* on the date of signing of this agreement;

**“daily rate of pay” (« taux de rémunération journalier »)**

means an employee’s weekly rate of pay divided by five (5);

**“day of rest” (« jour de repos »)**

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;

**“designated paid holiday” (« jour férié désigné payé »)**

means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a holiday in this agreement;

**“double time” (« tarif double »)**

means two (2) times the employee’s hourly rate of pay;

**“employee” (« employé »)**

means a person so defined by the *Federal Public Sector Labour Relations Act* and who is a member of the bargaining unit;

**“Employer” (« Employeur »)**

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

**“headquarters area” (« région du lieu d’affectation »)**

has the same meaning as given to the expression in the *Travel Directive*;

**“hourly rate of pay” (« taux de rémunération horaire »)**

means a full-time employee’s weekly rate of pay divided by thirty-seven decimal five (37.5);

**“Institute” (« Institut »)**

means the Professional Institute of the Public Service of Canada;

**“lay-off” (« mise en disponibilité »)**

means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function;

**“leave” (« congé »)**

means authorized absence from duty;

**“membership dues” (« cotisations syndicales »)**

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;

**“overtime” (« heures supplémentaires »)**

means work required by the Employer, to be performed by the employee in excess of his daily hours of work;

**“spouse” (« époux »)**

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;

**“straight-time rate” (« tarif normal »)**

means the employee hourly rate of pay;

**“time and one half” (« tarif et demi »)**

means one and one half (1 1/2) times the employee’s hourly rate of pay;

**“weekly rate of pay” (« taux de rémunération hebdomadaire »)**

means an employee’s annual rate of pay divided by 52.176.

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

- a. if defined in the *Federal Public Sector Labour Relations Act*, have the same meaning as given to them in the *Federal Public Sector Labour Relations Act*,  
and
- b. if defined in the *Interpretation Act*, but not defined in the *Federal Public Sector 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 6:00 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 6:00 am and 6:00 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 (4) week 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 (4) week 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 (variation 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-quarters 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 (variation 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 (4) week 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, standby 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 September 30 of the next following fiscal year shall be paid at the employee's hourly rate of pay on September 30.

**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 September 30 of the next following fiscal year.

#### **9.06**

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of 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**

**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 standby 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** An employee who receives a call to duty or responds to a telephone or data line call while on standby duty, may at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

- a. compensation at the applicable overtime rate for any time worked,  
or
- b. compensation equivalent to two (2) hours' pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.

For greater clarity, this clause does not apply to employees of Indigenous Services Canada in the NU Group at nursing stations, health centres and health stations.

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

With respect to employees of Indigenous Services 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 clause 10.01 will be paid once in each three (3) hour period.

**10.04** 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 September 30 of the next following fiscal year shall be paid at the employee's hourly rate of pay on September 30.

\*\*

**10.05** When an employee is called back to work under the conditions described in clause 10.01 and is required to use transportation services other than normal public transportation services the employee shall be reimbursed for reasonable expenses incurred as follows:

- a. the kilometric rate normally paid by the Employer where the employee travels by means of their own automobile;  
or
- b. out-of-pocket expense for other means of commercial transportation.

**10.06** 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 September 30 of the next following fiscal year.

**Clause 10.07 applies to the DE and MD Groups only**

**10.07** 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 paragraph 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 September 30 of the next following fiscal year shall be paid at the employee's hourly rate of pay on September 30;  
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 subparagraph 12.05(c)(i)(C)(I).
- ii. Subject to operational requirements and adequate advance notice, the Employer shall grant leave with pay mentioned in subparagraph 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 subparagraph 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 September 30 of the next following fiscal year shall be paid at the employee's hourly rate of pay on September 30.

**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 September 30 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 on hours of work, overtime and designated paid holidays.

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

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

**13.09 Travel status leave**

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

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

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

- a. 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.

- 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 clauses 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) years from the date of lay-off.

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

### **17.01 General**

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

**\*\***

### **17.02 Bereavement leave with pay**

For the purpose of this clause, family is defined as father, mother (or, alternatively, stepfather, stepmother or foster parent), brother, sister, stepbrother, stepsister, 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, son-in-law, daughter-in-law any other relative permanently residing in the employee's household or with whom the employee permanently resides, or, subject to paragraph 17.02(g) below, a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

- a. When a member of the employee's 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.
- b. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.
- c. When requested to be taken in two (2) periods:
  - i. the first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
  - ii. the second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
  - iii. The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.
- d. 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 brother-in-law, sister-in-law or grandparent of spouse.
- e. 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 or their delegate 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).
- f. 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 with pay and the sick leave or vacation leave credits shall be restored to the extent of any concurrent bereavement leave granted.
- g. An employee shall be entitled to bereavement leave with pay for a person who stands in the place of a relative for the employee whether or not there is a degree of

consanguinity between such person and the employee only once in their career in the federal public administration.

### **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.

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#### 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 Quebec 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 within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, 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:

$$\begin{array}{r}
 \text{(allowance received)} \quad \times \quad \frac{\text{(remaining period to be worked} \\
 \text{following her return to work)}}{\text{(total period to be worked as} \\
 \text{specified in (C))}}
 \end{array}$$

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A) within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- b. For the purpose of sections (a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee is subject to a waiting period 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 Quebec 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 Quebec 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 *Act Respecting Parental Insurance* in Quebec.

- f. The weekly rate of pay referred to in paragraph (c) shall be:
  - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity 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 Quebec 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 Quebec Parental Insurance Plan had she not been disqualified from Employment Insurance or Quebec Parental Insurance maternity benefits for the reasons described in subparagraph 17.05(a)(i).

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### **17.06 Parental leave without pay**

- a. Where an employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for either:
  - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),
  - or
  - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

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 either:
  - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),
  - or
  - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

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.

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### **17.07 Parental allowance**

Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two (2) options, either:

- Option 1: standard parental benefits, paragraphs 17.07(c) to (k),  
or
- Option 2: extended parental benefits, paragraphs 17.07(l) to (t).

Once an employee elects the standard or extended parental benefits and the weekly benefit top-up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.

Under the Quebec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.

### **Parental allowance administration**

- 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) or (l) to (r), 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 Plan or Quebec 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 within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, 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 standard parental allowance, in addition to the period of time referred to in section 17.04(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended 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 as described in section (A) or should he or she return to work but fail to work the total period specified

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

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

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A), 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).

### **Option 1: standard parental allowance**

- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee on parental leave without pay as described in 17.06(a)(i) and (b)(i), has elected to receive standard Employment Insurance parental benefits and 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" if applicable) for 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 Quebec 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" if applicable) 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 or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity under the Quebec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period;
- iv. where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Quebec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period;
- v. where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance Plan 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 (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 17.04(c)(iii) for the same child.
- vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 17.07(c)(iii) and 17.07(c)(v) 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 Plan 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 *Act Respecting Parental Insurance* in Quebec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:
  - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate (and the recruitment and retention "terminable allowance" if applicable) 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" if applicable) 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 standard parental allowances payable shall not exceed fifty-seven(57) weeks for each combined maternity and parental leave without pay.

**Option 2: extended parental allowance**

- l. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee on parental leave without pay as described in subparagraphs 17.06(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for the waiting period, less any other monies earned during this period;
  - ii. for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate (and the recruitment and retention “terminable allowance” if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits 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 sixty-one (61) weeks of parental benefits under the 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, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 17.04(c)(iii) for the same child.
  - iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 17.04(c)(iii) for the same child;
- m. At the employee’s request, the payment referred to in subparagraph 17.07(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.

- o. The weekly rate of pay referred to in paragraphs (l) shall be:
  - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of 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 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.
- p. The weekly rate of pay referred to in paragraph (l) shall be the rate (and the recruitment and retention "terminable allowance" if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(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" if applicable), the employee was being paid on that day.
- r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) 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 Quebec 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 Quebec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Quebec Parental Insurance Plan benefits for the reasons described in subparagraph 17.08(a)(i).

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### **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 a spouse or common-law partner), grandchildren, parents (including step-parents or foster parent), or a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
- 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 preschool 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.

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### **17.10 Caregiving leave**

- a. An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults may be granted leave without pay while in receipt of or awaiting these benefits.
- b. The leave without pay described in paragraph 17.20(a) shall not exceed twenty-six (26) weeks for compassionate care benefits, thirty-five (35) weeks for family caregiver benefits for children and fifteen (15) weeks for family caregiver benefits for adults, in addition to any applicable waiting period.
- c. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been accepted.
- d. When an employee is notified that their request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been denied, paragraph 17.20(a) above ceases to apply.
- e. 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.

### **17.11 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.

### **17.12 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.

### **17.13 Leave with pay for family-related responsibilities**

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- a. For the purpose of this clause, family is defined as 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 step-parents or foster parents), father-in-law, mother-in-law, brother, sister, stepbrother, stepsister, grandchild, grandparents of the employee, any relative permanently residing in the employee's household or with whom the employee permanently resides, or a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and 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 care 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.

#### **17.14 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.

#### **17.15 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.

#### **17.16 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 workers' 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 for 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 workers' compensation hearing  
or
  - ii. a witness called by an employee who is party to a provincial workers' compensation hearing.

### **17.17 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.

### **17.18 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.

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### **17.19 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 fetus 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 Indigenous Services 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 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.

### **17.20 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.

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### **17.21 Domestic violence leave**

For the purposes of this clause, domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from someone with whom the employee has or had an intimate relationship.

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence from someone with whom the employee has or had an intimate relationship shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
  - i. to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability;
  - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
  - iii. to obtain professional counselling;
  - iv. to relocate temporarily or permanently; or
  - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c. The total domestic violence leave with pay which may be granted under this clause shall not exceed seventy-five (75) hours in a fiscal year.
- d. The Employer may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.
- e. Notwithstanding paragraphs 17.21(b) to 17.21(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

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## **17.22 Other leave with pay**

- a. At its discretion, the Employer may grant leave with pay for purposes other than those specified in this agreement, 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, 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, paragraph 17.22(c) shall cease to apply.

### **17.23 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 Indigenous Services 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 programs or continuing education courses while on duty.

**18.05 Selection criteria**

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

**18.06 Departmental Career Development Consultation Committee**

- a. The parties to this collective agreement acknowledge the mutual benefits to be derived from consultation on career development. To this effect the parties agree that such consultation will be held at the departmental level either through the existing Joint Consultation Committee or through the creation of a Departmental Career Development Consultation Committee. A consultation committee as determined by the parties, may be established at the local, regional or national level.
- b. The Departmental Consultation Committee shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.

- c. Employees forming the continuing membership of the Departmental Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.
- d. The Employer recognizes the use of such committees for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.
- e. It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this agreement.

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

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

### **Article 19: severance pay**

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

- a. **Lay-off**
  - i. On the first (1st) lay off 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.

#### **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 Policy on Employee Assistance Program.

**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 *Federal Public Sector 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 *Federal Public Sector 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 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.

**26.08** 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.

**26.09** 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 Indigenous Services 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, the employee shall be supplied upon request 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 programs, where those programs 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 Federal Public Sector Labour Relations and Employment Board hearings**

#### **Complaints made to the Federal Public Sector Labour Relations and Employment Board pursuant to section 190(1) of the Federal Public Sector Labour Relations Act**

Where operational requirements permit, in cases of complaints made to the Federal Public Sector Labour Relations and Employment Board pursuant to section 190(1) of the FPSLRA 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 FPSLRA, the Employer will grant leave with pay:

- a. to an employee who makes a complaint on his own behalf before the Federal Public Sector Labour Relations and Employment 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 Federal Public Sector Labour Relations and Employment 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 *Federal Public Sector 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 *Federal Public Sector 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 *Federal Public Sector 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 *Federal Public Sector 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 *Federal Public Sector 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 *Federal Public Sector 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 *Federal Public Sector 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 *Federal Public Sector 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 Federal Public Sector Labour Relations and Employment Board (FPSLREB). 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 FPSLREB 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 FPSLREB 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 FPSLREB 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 FPSLREB agree otherwise. The cases will be scheduled jointly by the parties and the FPSLREB, and will appear on the FPSLREB 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 December 6, 1978, and as amended from time to time, will form part of this collective agreement, subject to the *Federal Public Sector Labour Relations Act* (FPSLRA) 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 FPSLRA.

**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 Federal Public Sector Labour Relations and Employment Board has made a ruling pursuant to paragraph (c) of the NJC memorandum of understanding which became effective December 6, 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. This period will automatically be extended by the length of any single period of leave without pay in excess of six (6) months.

## **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 *Federal Public Sector Labour Relations Act*.
- b. Notwithstanding the provisions of paragraph 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 standby duty on a designated paid holiday is called back to work during the weekend 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, pro-rated 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 practised 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**

\*\*

**44.01** The Correctional Service Specific Duty Allowance (CSSDA) shall be payable to incumbents of specific positions in the bargaining unit which are in Correctional Service 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, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders) within penitentiaries or community parole offices as defined in the *Corrections and Conditional Release Act*, and/or CSC Commissioner Directives.

\*\*

**44.02** The value of the CSSDA shall be two thousand (\$2,000) annually. Except as prescribed in clause 44.03 below, this allowance shall be paid on a biweekly basis for any month in which an employee performs the duties for a minimum period of ten (10) days in a position to which the CSSDA applies.

\*\*

**44.03** Where the employee's basic monthly pay entitlement (including any applicable allowances) in the position to which he or she is temporarily acting or assigned is less than his or her monthly pay entitlement, plus the CSSDA in his or her substantive position, the employee shall retain the CSSDA applicable to his or her substantive position for the duration of that temporary period.

**44.04** An employee will be entitled to receive the CSSDA, in accordance with 44.01:

- a. during any period of paid leave up to a maximum of sixty (60) consecutive calendar days;  
or
- b. during the full period of paid leave where an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

**44.05** 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 Accidents 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 July 21, 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 1/4) days = 9.375 hours

one and two thirds (1 2/3) days = 12.500 hours

one and eleven twelfths (1 11/12) days = 14.375 hours

two and one twelfth (2 1/12) days = 15.625 hours

two and one half (2 1/2) days = 18.750 hours

- ii. Notwithstanding the above, in clause 17.02 (bereavement leave with pay) and Article 34 (grievance procedure), a day will have the same meaning as the provisions of the collective agreement.

**b. Implementation and termination**

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

**c. Leave: usage**

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

**46.03 Specific applications**

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

**a. Article 2: interpretation and definitions**

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

**b. Article 9: overtime**

- i. Overtime compensation shall only be applicable on a normal 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**

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.

### **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. Federal Public Sector Labour Relations and Employment 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**

**52.01** The duration of this collective agreement shall be from the date it is signed to September 30, 2022.

**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.

\*\*

**52.04** All elements identified in the table of contents form part of this agreement.

Signed at Ottawa, this 30th day of the month of August, 2019.

<b>The Treasury Board of Canada</b>	<b>The Professional Institute of the Public Service of Canada</b>
Sandra Hassan Luc Presseau Daniel Daoust Geoff Anderson Bonnie Beach Josh Bowen Stéphane Chartrand Donna Davis Sheila Lacroix LCol Brandy McKenna Jennifer Morse Jennifer Pennock	Debi Daviau Jean-Paul Leduc Ivette Suarez Adam Fenwick Bruno Gagnon Eric Massey Donald Moisan Colin Muise Peter Rodrigues Ian Shaw Richard J. Smith Ginette Tardiff

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

\$) Effective October 1, 2017

X) Effective October 1, 2018 - Wage Adjustment\*

A) Effective October 1, 2018\*

B) Effective October 1, 2019\*

C) Effective October 1, 2020

D) Effective October 1, 2021

**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, 2017	84849	88988	93121	97250	101386	105515	109735
X)* Wage Adjustment – October 1, 2018	86334	90545	94751	98952	103160	107362	111655
A)* October 1, 2018	88061	92356	96646	100931	105223	109509	113888
B)* October 1, 2019	89822	94203	98579	102950	107327	111699	116166
C) October 1, 2020	91169	95616	100058	104494	108937	113374	117908
D) October 1, 2021	92537	97050	101559	106061	110571	115075	119677

**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, 2017	92138	96630	101131	105615	110108	114606	119189
X)* Wage Adjustment – October 1, 2018	93750	98321	102901	107463	112035	116612	121275
A)* October 1, 2018	95625	100287	104959	109612	114276	118944	123701
B)* October 1, 2019	97538	102293	107058	111804	116562	121323	126175
C) October 1, 2020	99001	103827	108664	113481	118310	123143	128068
D) October 1, 2021	100486	105384	110294	115183	120085	124990	129989

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>\$) October 1, 2017</b>	100233	105130	110023	114922	119812	124711	129697
<b>X)* Wage Adjustment – October 1, 2018</b>	101987	106970	111948	116933	121909	126893	131967
<b>A)* October 1, 2018</b>	104027	109109	114187	119272	124347	129431	134606
<b>B)* October 1, 2019</b>	106108	111291	116471	121657	126834	132020	137298
<b>C) October 1, 2020</b>	107700	112960	118218	123482	128737	134000	139357
<b>D) October 1, 2021</b>	109316	114654	119991	125334	130668	136010	141447

\*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix BB, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 1.75% wage adjustment for a compounded total of 3.785%. Changes to the pay rates will not appear on employees' pay statements
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 5.861%. These revised rates of pay will be reflected on employees' pay statements upon implementation of prospective salary increases.

### **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, X, C 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, 2017

A) Effective October 1, 2018\*

B) Effective October 1, 2019\*

C) Effective October 1, 2020

D) Effective October 1, 2021

**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, 2017	127344	132577	137820	143063	148303	153547	158792	164027
A)* October 1, 2018	129891	135229	140576	145924	151269	156618	161968	167308
B)* October 1, 2019	132489	137934	143388	148842	154294	159750	165207	170654
C) October 1, 2020	134476	140003	145539	151075	156608	162146	167685	173214
D) October 1, 2021	136493	142103	147722	153341	158957	164578	170200	175812

**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, 2017	157408	162865	168324	173780	179445	184875
A)* October 1, 2018	160556	166122	171690	177256	183034	188573
B)* October 1, 2019	163767	169444	175124	180801	186695	192344
C) October 1, 2020	166224	171986	177751	183513	189495	195229
D) October 1, 2021	168717	174566	180417	186266	192337	198157

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

Effective Date	Step 1	Step 2	Step 3	Step 4
\$) October 1, 2017	179718	186052	192107	197915
A)* October 1, 2018	183312	189773	195949	201873
B)* October 1, 2019	186978	193568	199868	205910

<b>C) October 1, 2020</b>	189783	196472	202866	208999
<b>D) October 1, 2021</b>	192630	199419	205909	212134

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

<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>\$) October 1, 2017</b>	199371	205924	212317	218452
<b>A)* October 1, 2018</b>	203358	210042	216563	222821
<b>B)* October 1, 2019</b>	207425	214243	220894	227277
<b>C) October 1, 2020</b>	210536	217457	224207	230686
<b>D) October 1, 2021</b>	213694	220719	227570	234146

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

Effective Date	Step 1	Step 2	Step 3
\$) October 1, 2017	185748	191539	198129
A)* October 1, 2018	189463	195370	202092
B)* October 1, 2019	193252	199277	206134
C) October 1, 2020	196151	202266	209226
D) October 1, 2021	199093	205300	212364

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

Effective Date	Step 1	Step 2	Step 3
\$) October 1, 2017	207208	213061	219719
A)* October 1, 2018	211352	217322	224113
B)* October 1, 2019	215579	221668	228595
C) October 1, 2020	218813	224993	232024
D) October 1, 2021	222095	228368	235504

\*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix BB, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 4.04%. These revised rates of pay will be reflected on employees' pay statements upon implementation of prospective salary increases.

**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, 2017

X) Effective October 1, 2018 - Wage Adjustment\*

A) Effective October 1, 2018\*

B) Effective October 1, 2019\*

C) Effective October 1, 2020

D) Effective October 1, 2021

**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, 2017	67720	69426	71238	73073	74908	76824	78823	80824
X)* Wage Adjustment – October 1, 2018	68905	70641	72485	74352	76219	78168	80202	82238
A)* October 1, 2018	70283	72054	73935	75839	77743	79731	81806	83883
B)* October 1, 2019	71689	73495	75414	77356	79298	81326	83442	85561
C) October 1, 2020	72764	74597	76545	78516	80487	82546	84694	86844
D) October 1, 2021	73855	75716	77693	79694	81694	83784	85964	88147

**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, 2017	75983	78014	80056	82392	84612	86833
X)* Wage Adjustment – October 1, 2018	77313	79379	81457	83834	86093	88353
A)* October 1, 2018	78859	80967	83086	85511	87815	90120
B)* October 1, 2019	80436	82586	84748	87221	89571	91922
C) October 1, 2020	81643	83825	86019	88529	90915	93301
D) October 1, 2021	82868	85082	87309	89857	92279	94701

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

<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>\$) October 1, 2017</b>	81727	83922	86332	88709	91188	93666
<b>X)* Wage Adjustment – October 1, 2018</b>	83157	85391	87843	90261	92784	95305
<b>A)* October 1, 2018</b>	84820	87099	89600	92066	94640	97211
<b>B)* October 1, 2019</b>	86516	88841	91392	93907	96533	99155
<b>C) October 1, 2020</b>	87814	90174	92763	95316	97981	100642
<b>D) October 1, 2021</b>	89131	91527	94154	96746	99451	102152

**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, 2017	93599	96176	98759	101337	103914	106494
X)* Wage Adjustment – October 1, 2018	95237	97859	100487	103110	105732	108358
A)* October 1, 2018	97142	99816	102497	105172	107847	110525
B)* October 1, 2019	99085	101812	104547	107275	110004	112736
C) October 1, 2020	100571	103339	106115	108884	111654	114427
D) October 1, 2021	102080	104889	107707	110517	113329	116143

**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, 2017	70276	72444	74823	77175	79626	82072
X)* Wage Adjustment – October 1, 2018	71506	73712	76132	78526	81019	83508
A)* October 1, 2018	72936	75186	77655	80097	82639	85178
B)* October 1, 2019	74395	76690	79208	81699	84292	86882
C) October 1, 2020	75511	77840	80396	82924	85556	88185
D) October 1, 2021	76644	79008	81602	84168	86839	89508

**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, 2017	79384	82168	84944	87724	90631	93541
X)* Wage Adjustment – October 1, 2018	80773	83606	86431	89259	92217	95178
A)* October 1, 2018	82388	85278	88160	91044	94061	97082
B)* October 1, 2019	84036	86984	89923	92865	95942	99024
C) October 1, 2020	85297	88289	91272	94258	97381	100509
D) October 1, 2021	86576	89613	92641	95672	98842	102017

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

<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>\$) October 1, 2017</b>	88681	92043	95408	98759	102114	104861	107611
<b>X)* Wage Adjustment – October 1, 2018</b>	90233	93654	97078	100487	103901	106696	109494
<b>A)* October 1, 2018</b>	92038	95527	99020	102497	105979	108830	111684
<b>B)* October 1, 2019</b>	93879	97438	101000	104547	108099	111007	113918
<b>C) October 1, 2020</b>	95287	98900	102515	106115	109720	112672	115627
<b>D) October 1, 2021</b>	96716	100384	104053	107707	111366	114362	117361

**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, 2017	70590	72390	74205	76096	78061	80031
X)* Wage Adjustment – October 1, 2018	71825	73657	75504	77428	79427	81432
A)* October 1, 2018	73262	75130	77014	78977	81016	83061
B)* October 1, 2019	74727	76633	78554	80557	82636	84722
C) October 1, 2020	75848	77782	79732	81765	83876	85993
D) October 1, 2021	76986	78949	80928	82991	85134	87283

**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, 2017	75267	77361	79472	81582	83768	85896	88023
X)* Wage Adjustment – October 1, 2018	76584	78715	80863	83010	85234	87399	89563
A)* October 1, 2018	78116	80289	82480	84670	86939	89147	91354
B)* October 1, 2019	79678	81895	84130	86363	88678	90930	93181
C) October 1, 2020	80873	83123	85392	87658	90008	92294	94579
D) October 1, 2021	82086	84370	86673	88973	91358	93678	95998

**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, 2017	82270	84591	86902	89310	91810	94196	96580
X)* Wage Adjustment – October 1, 2018	83710	86071	88423	90873	93417	95844	98270
A)* October 1, 2018	85384	87792	90191	92690	95285	97761	100235
B)* October 1, 2019	87092	89548	91995	94544	97191	99716	102240
C) October 1, 2020	88398	90891	93375	95962	98649	101212	103774
D) October 1, 2021	89724	92254	94776	97401	100129	102730	105331

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

<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>\$) October 1, 2017</b>	92650	95554	98443	101328	104322	107314
<b>X)* Wage Adjustment – October 1, 2018</b>	94271	97226	100166	103101	106148	109192
<b>A)* October 1, 2018</b>	96156	99171	102169	105163	108271	111376
<b>B)* October 1, 2019</b>	98079	101154	104212	107266	110436	113604
<b>C) October 1, 2020</b>	99550	102671	105775	108875	112093	115308
<b>D) October 1, 2021</b>	101043	104211	107362	110508	113774	117038

\*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix BB, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 1.75% wage adjustment for a compounded total of 3.79%. Changes to the pay rates will not appear on employees' pay statements
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 5.86%. These revised rates of pay will be reflected on employees' pay statements upon implementation of prospective salary increases.

### **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, 2017
- A) Effective October 1, 2018\*
- B) Effective October 1, 2019\*
- X) Effective within 180 days of signing - Restructure
- C) Effective October 1, 2020
- D) Effective October 1, 2021

**Zone 1 (Quebec)**

(Zone 1 will be retitled “National Rates of Pay” on the effective date of the Restructure of Zone 2 to National Rates of Pay)

**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
\$) Effective October 1, 2017	78486	80516	82607	84703	86800	88887	90986	93082
A) Effective October 1, 2018*	81233	83334	85498	87668	89838	91998	94171	96340
B) Effective October 1, 2019*	82858	85001	87208	89421	91635	93838	96054	98267
C) Effective October 1, 2020	83479	85639	87862	90092	92322	94542	96774	99004
D) Effective October 1, 2021	84105	86281	88521	90768	93014	95251	97500	99747

**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
\$) Effective October 1, 2017	83281	85489	87774	90059	92351	94635	96924	99215
A) Effective October 1, 2018*	86196	88481	90846	93211	95583	97947	100316	102688
B) Effective October 1, 2019*	87920	90251	92663	95075	97495	99906	102322	104742
C) Effective October 1, 2020	88579	90928	93358	95788	98226	100655	103089	105528
D) Effective October 1, 2021	89243	91610	94058	96506	98963	101410	103862	106319

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

<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>\$) Effective October 1, 2017</b>	88445	90839	93315	95794	98265	10074 0	10322 1	10569 8
<b>A) Effective October 1, 2018*</b>	91541	94018	96581	99147	10170 4	10426 6	10683 4	10939 7
<b>B) Effective October 1, 2019*</b>	93372	95898	98513	10113 0	10373 8	10635 1	10897 1	11158 5
<b>C) Effective October 1, 2020</b>	94072	96617	99252	10188 8	10451 6	10714 9	10978 8	11242 2
<b>D) Effective October 1, 2021</b>	94778	97342	99996	10265 2	10530 0	10795 3	11061 1	11326 5

**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
\$) Effective October 1, 2017	74433	76460	78486	80516	82607	84703
A) Effective October 1, 2018*	77038	79136	81233	83334	85498	87668
B) Effective October 1, 2019*	78579	80719	82858	85001	87208	89421
X) Restructure will be effective within 180 days after the signing of the collective agreement	Restructure National Rates of Pay (hyperlink) (Zone 1 will be retitled "National Rates of Pay" on the effective date of the Restructure of Zone 2 to National Rates of Pay)					

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) Effective October 1, 2017	78879	81083	83281	85489	87774	90059
A) Effective October 1, 2018*	81640	83921	86196	88481	90846	93211
B) Effective October 1, 2019*	83273	85599	87920	90251	92663	95075
X) Restructure will be effective within 180 days after the signing of the collective agreement	Restructure National Rates of Pay (hyperlink) (Zone 1 will be retitled "National Rates of Pay" on the effective date of the Restructure of Zone 2 to National Rates of Pay)					

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) Effective October 1, 2017	83669	86055	88445	90839	93315	95794
A) Effective October 1, 2018*	86597	89067	91541	94018	96581	99147
B) Effective October 1, 2019*	88329	90848	93372	95898	98513	101130
X) Restructure will be effective within 180 days after the signing of the collective agreement	Restructure National Rates of Pay (hyperlink) (Zone 1 will be retitled "National Rates of Pay" on the effective date of the Restructure of Zone 2 to National Rates of Pay)					

\*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix BB, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment inclusive of an economic increase and wage adjustments for a compounded total of 3.536%. Changes to the pay rates will not appear on employees' pay statements
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 5.606%. These revised rates of pay will be reflected on employees' pay statements upon implementation of prospective salary increases.

### **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 in Zone 2 will move to the rate of pay that is closest to but not less than their substantive rate of pay of the Zone 1/National Rates of Pay "X" scale of rates.
4. All employees being paid in the Zone 1/National Rates of Pay and Zone 2 scale of rates, 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 employees' former rate of pay.

#### **Rate of pay on appointment**

5.
  - 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;  
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)**

\$) Effective October 1, 2017

X) Effective October 1, 2018 - Wage Adjustment\*

A) Effective October 1, 2018\*

B) Effective October 1, 2019\*

C) Effective October 1, 2020

D) Effective October 1, 2021

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2017	83828	86635	89537	92439	95344
X) October 1, 2018 - Wage Adjustment*	85295	88151	91104	94057	97013
A)* October 1, 2018	87001	89914	92926	95938	98953
B)* October 1, 2019	88741	91712	94785	97857	100932
C) October 1, 2020	90072	93088	96207	99325	102446
D) October 1, 2021	91423	94484	97650	100815	103983

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2017	90151	93755	97741	101727	105712
X) October 1, 2018 - Wage Adjustment*	91729	95396	99451	103507	107562
A)* October 1, 2018	93564	97304	101440	105577	109713
B)* October 1, 2019	95435	99250	103469	107689	111907
C) October 1, 2020	96867	100739	105021	109304	113586
D) October 1, 2021	98320	102250	106596	110944	115290

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2017	99738	103730	107878	112026	116177
X) October 1, 2018 - Wage Adjustment*	101483	105545	109766	113986	118210

<b>A)* October 1, 2018</b>	103513	107656	111961	116266	120574
<b>B)* October 1, 2019</b>	105583	109809	114200	118591	122985
<b>C) October 1, 2020</b>	107167	111456	115913	120370	124830
<b>D) October 1, 2021</b>	108775	113128	117652	122176	126702

\*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix BB, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 1.75% wage adjustment for a compounded total of 3.785%. Changes to the pay rates will not appear on employees' pay statements
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 5.861%. These revised rates of pay will be reflected on employees' pay statements upon implementation of prospective salary increases

## **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, 2017

X) Effective October 1, 2018 - Wage Adjustment\*

A) Effective October 1, 2018\*

B) Effective October 1, 2019\*

C) Effective October 1, 2020

D) Effective October 1, 2021

**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, 2017	49897	52081	54261	56441	58626	60805	62992
X) October 1, 2018 - Wage Adjustment*	50895	53123	55346	57570	59799	62021	64252
A)* October 1, 2018	51913	54185	56453	58721	60995	63261	65537
B)* October 1, 2019	52951	55269	57582	59895	62215	64526	66848
C) October 1, 2020	53745	56098	58446	60793	63148	65494	67851
D) October 1, 2021	54551	56939	59323	61705	64095	66476	68869

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) October 1, 2017	64348	67071	69806	72527	75261	77991
X) October 1, 2018 - Wage Adjustment*	65635	68412	71202	73978	76766	79551
A)* October 1, 2018	66948	69780	72626	75458	78301	81142
B)* October 1, 2019	68287	71176	74079	76967	79867	82765
C) October 1, 2020	69311	72244	75190	78122	81065	84006
D) October 1, 2021	70351	73328	76318	79294	82281	85266

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

<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>\$) October 1, 2017</b>	78586	81838	85086	88350	91620
<b>X) October 1, 2018 - Wage Adjustment*</b>	80158	83475	86788	90117	93452
<b>A)* October 1, 2018</b>	81761	85145	88524	91919	95321
<b>B)* October 1, 2019</b>	83396	86848	90294	93757	97227
<b>C) October 1, 2020</b>	84647	88151	91648	95163	98685
<b>D) October 1, 2021</b>	85917	89473	93023	96590	100165

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
§) October 1, 2017	88414	92136	95865	99592	103319
X) October 1, 2018 - Wage Adjustment*	90182	93979	97782	101584	105385
A)* October 1, 2018	91986	95859	99738	103616	107493
B)* October 1, 2019	93826	97776	101733	105688	109643
C) October 1, 2020	95233	99243	103259	107273	111288
D) October 1, 2021	96661	100732	104808	108882	112957

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
§) October 1, 2017	99131	103370	107606	111643	115575
X) October 1, 2018 - Wage Adjustment*	101114	105437	109758	113876	117887
A)* October 1, 2018	103136	107546	111953	116154	120245
B)* October 1, 2019	105199	109697	114192	118477	122650
C) October 1, 2020	106777	111342	115905	120254	124490
D) October 1, 2021	108379	113012	117644	122058	126357

\*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix BB, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 2% wage adjustment for a compounded total of 4.04%. Changes to the pay rates will not appear on employees' pay statements
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 6.121%. These revised rates of pay will be reflected on employees' pay statements upon implementation of prospective salary increases

**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, 2017
- X) Effective October 1, 2018 - Wage Adjustment
- A) Effective October 1, 2018
- B) Effective October 1, 2019
- Y) Effective within 180 after signing - Restructure
- C) Effective October 1, 2020
- D) Effective October 1, 2021

**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, 2017	51587	53670	55760	57848	59937	62027	64116
X) October 1, 2018 - Wage Adjustment*	52619	54743	56875	59005	61136	63268	65398
A)* October 1, 2018	53671	55838	58013	60185	62359	64533	66706
B)* October 1, 2019	54744	56955	59173	61389	63606	65824	68040
C) October 1, 2020	55565	57809	60061	62310	64560	66811	69061
D) October 1, 2021	56398	58676	60962	63245	65528	67813	70097

**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, 2017	67451	69536	71623	73713	75802	77891	79979
X) October 1, 2018 - Wage Adjustment*	68800	70927	73055	75187	77318	79449	81579
A)* October 1, 2018	70176	72346	74516	76691	78864	81038	83211
B)* October 1, 2019	71580	73793	76006	78225	80441	82659	84875
C) October 1, 2020	72654	74900	77146	79398	81648	83899	86148
D) October 1, 2021	73744	76024	78303	80589	82873	85157	87440



**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, 2017	56962	59276	61594	63909	66223	68538
X) October 1, 2018 - Wage Adjustment*	58101	60462	62826	65187	67547	69909
A)* October 1, 2018	59263	61671	64083	66491	68898	71307
B)* October 1, 2019	60448	62904	65365	67821	70276	72733
C) October 1, 2020	61355	63848	66345	68838	71330	73824
D) October 1, 2021	62275	64806	67340	69871	72400	74931

**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, 2017	69807	72116	74438	76754	79061	81382
X) October 1, 2018 - Wage Adjustment*	71203	73558	75927	78289	80642	83010
A)* October 1, 2018	72627	75029	77446	79855	82255	84670
B)* October 1, 2019	74080	76530	78995	81452	83900	86363
C) October 1, 2020	75191	77678	80180	82674	85159	87658
D) October 1, 2021	76319	78843	81383	83914	86436	88973

**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, 2017	63740	66339	68935	71539	74144	76741
X) October 1, 2018 - Wage Adjustment*	65015	67666	70314	72970	75627	78276
A)* October 1, 2018	66315	69019	71720	74429	77140	79842
B)* October 1, 2019	67641	70399	73154	75918	78683	81439
C) October 1, 2020	68656	71455	74251	77057	79863	82661
D) October 1, 2021	69686	72527	75365	78213	81061	83901

**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, 2017	72804	75404	77998	80604	83208	85803
X) October 1, 2018 - Wage Adjustment*	74260	76912	79558	82216	84872	87519

<b>A)* October 1, 2018</b>	75745	78450	81149	83860	86569	89269
<b>B)* October 1, 2019</b>	77260	80019	82772	85537	88300	91054
<b>C) October 1, 2020</b>	78419	81219	84014	86820	89625	92420
<b>D) October 1, 2021</b>	79595	82437	85274	88122	90969	93806

**SW-SCW-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, 2017	72814	75449	78075	80709	83353	85980		
X) October 1, 2018 - Wage Adjustment*	74270	76958	79637	82323	85020	87700		
A)* October 1, 2018	75755	78497	81230	83969	86720	89454		
B)* October 1, 2019	77270	80067	82855	85648	88454	91243		
Y) Restructure will be effective within 180 days after the signing of the collective agreement			82855	85648	88454	91243	94327	97515
C) October 1, 2020			84098	86933	89781	92612	95742	98978
D) October 1, 2021			85359	88237	91128	94001	97178	100463

**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, 2017	86362	89568	92775	95984	99191	102402
X) October 1, 2018 - Wage Adjustment*	88089	91359	94631	97904	101175	104450
A)* October 1, 2018	89851	93186	96524	99862	103199	106539
B)* October 1, 2019	91648	95050	98454	101859	105263	108670
C) October 1, 2020	93023	96476	99931	103387	106842	110300
D) October 1, 2021	94418	97923	101430	104938	108445	111955

**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, 2017	54215	56328	58431	60546	62659
X) October 1, 2018 - Wage Adjustment*	55299	57455	59600	61757	63912
A)* October 1, 2018	56405	58604	60792	62992	65190
B)* October 1, 2019	57533	59776	62008	64252	66494

<b>C) October 1, 2020</b>	58396	60673	62938	65216	67491
<b>D) October 1, 2021</b>	59272	61583	63882	66194	68503

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

<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>§) October 1, 2017</b>	61708	64124	66542	68964	71376
<b>X) October 1, 2018 - Wage Adjustment*</b>	62942	65406	67873	70343	72804
<b>A)* October 1, 2018</b>	64201	66714	69230	71750	74260
<b>B)* October 1, 2019</b>	65485	68048	70615	73185	75745
<b>C) October 1, 2020</b>	66467	69069	71674	74283	76881
<b>D) October 1, 2021</b>	67464	70105	72749	75397	78034

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

<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>§) October 1, 2017</b>	72251	74736	77237	79714	82223
<b>X) October 1, 2018 - Wage Adjustment*</b>	73696	76231	78782	81308	83867
<b>A)* October 1, 2018</b>	75170	77756	80358	82934	85544
<b>B)* October 1, 2019</b>	76673	79311	81965	84593	87255
<b>C) October 1, 2020</b>	77823	80501	83194	85862	88564
<b>D) October 1, 2021</b>	78990	81709	84442	87150	89892

\*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix BB, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 2% wage adjustment for a compounded total of 4.04%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 6.121%. These revised rates of pay will be reflected on employees' pay statements upon implementation of prospective salary increases

**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, X, 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, 2017

X) Effective October 1, 2018 - Wage Adjustment\*

A) Effective October 1, 2018\*

B) Effective October 1, 2019\*

C) Effective October 1, 2020

D) Effective October 1, 2021

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2017	70028	72884	75717	78573	81719
X) October 1, 2018 - Wage Adjustment*	71253	74159	77042	79948	83149
A)* October 1, 2018	72678	75642	78583	81547	84812
B)* October 1, 2019	74132	77155	80155	83178	86508
C) October 1, 2020	75244	78312	81357	84426	87806
D) October 1, 2021	76373	79487	82577	85692	89123

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2017	81708	84916	88117	91319	94969
X) October 1, 2018 - Wage Adjustment*	83138	86402	89659	92917	96631
A)* October 1, 2018	84801	88130	91452	94775	98564
B)* October 1, 2019	86497	89893	93281	96671	100535
C) October 1, 2020	87794	91241	94680	98121	102043
D) October 1, 2021	89111	92610	96100	99593	103574

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2017	90078	93633	97207	100774	104803

<b>X) October 1, 2018 - Wage Adjustment*</b>	91654	95272	98908	102538	106637
<b>A)* October 1, 2018</b>	93487	97177	100886	104589	108770
<b>B)* October 1, 2019</b>	95357	99121	102904	106681	110945
<b>C) October 1, 2020</b>	96787	100608	104448	108281	112609
<b>D) October 1, 2021</b>	98239	102117	106015	109905	114298

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
§) October 1, 2017	101234	104514	107731	110554	114146
X) October 1, 2018 - Wage Adjustment*	103006	106343	109616	112489	116144
A)* October 1, 2018	105066	108470	111808	114739	118467
B)* October 1, 2019	107167	110639	114044	117034	120836
C) October 1, 2020	108775	112299	115755	118790	122649
D) October 1, 2021	110407	113983	117491	120572	124489

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
§) October 1, 2017	110966	114159	117357	120554	124174
X) October 1, 2018 - Wage Adjustment*	112908	116157	119411	122664	126347
A)* October 1, 2018	115166	118480	121799	125117	128874
B)* October 1, 2019	117469	120850	124235	127619	131451
C) October 1, 2020	119231	122663	126099	129533	133423
D) October 1, 2021	121019	124503	127990	131476	135424

\*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix BB, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 1.75% wage adjustment for a compounded total of 3.785%. Changes to the pay rates will not appear on employees' pay statements
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 5.861%. These revised rates of pay will be reflected on employees' pay statements upon implementation of prospective salary increases.

**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 annual rates of pay (in dollars)****Table Legend**

- \$) Effective October 1, 2017
- A) Effective October 1, 2018\*
- B) Effective October 1, 2019\*
- X) Effective within 180 days of signing - Restructure
- C) Effective October 1, 2020
- D) Effective October 1, 2021

**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
\$) October 1, 2017	71728	72496
A) October 1, 2018*	74238	75033
B) October 1, 2019*	75723	76534
X) Restructure will be effective within 180 days after the signing of the collective agreement	Restructure National Rates of Pay (hyperlink) (Zone 2 will be retitled “National Rates of Pay” on the effective date of the Restructure of Zone 1 to National Rates of Pay)	

**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, 2017	73267	75260	76712	78162	81279	83069
A) October 1, 2018*	75831	77894	79397	80898	84124	85976
B) October 1, 2019*	77348	79452	80985	82516	85806	87696
X) Restructure will be effective within 180 days after the signing of the collective agreement	Restructure National Rates of Pay (hyperlink) (Zone 2 will be retitled “National Rates of Pay” on the effective date of the Restructure of Zone 1 to National Rates of Pay)					

**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, 2017	76708	78133	79570	81010	82446	83878	85310

<b>A) October 1, 2018*</b>	79393	80868	82355	83845	85332	86814	88296
<b>B) October 1, 2019*</b>	80981	82485	84002	85522	87039	88550	90062
<b>X) Restructure will be effective within 180 days after the signing of the collective agreement</b>	<p style="text-align: center;">Restructure National Rates of Pay (<a href="#">hyperlink</a>)          (Zone 2 will be retitled "National Rates of Pay" on the effective date of the Restructure of Zone 1 to National Rates of Pay)</p>						

**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
<b>§) October 1, 2017</b>	7931 8	8084 3	8238 2	8392 2	8546 3	8700 1	8853 3	9031 5
<b>A) October 1, 2018*</b>	8209 4	8367 3	8526 5	8685 9	8845 4	9004 6	9163 2	9347 6
<b>B) October 1, 2019*</b>	8373 6	8534 6	8697 0	8859 6	9022 3	9184 7	9346 5	9534 6
<b>X) Restructure will be effective within 180 days after the signing of the collective agreement</b>	Restructure National Rates of Pay (hyperlink) (Zone 2 will be retitled "National Rates of Pay" on the effective date of the Restructure of Zone 1 to National Rates of Pay)							

**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
<b>§) October 1, 2017</b>	8333 1	8506 7	8680 5	8855 1	9028 1	9177 4	9378 2	9579 7
<b>A) October 1, 2018*</b>	8624 8	8804 4	8984 3	9165 0	9344 1	9498 6	9706 4	9915 0
<b>B) October 1, 2019*</b>	8797 3	8980 5	9164 0	9348 3	9531 0	9688 6	9900 5	10113 3
<b>X) Restructure will be effective within 180 days after the signing of the collective agreement</b>	Restructure National Rates of Pay (hyperlink) (Zone 2 will be retitled "National Rates of Pay" on the effective date of the Restructure of Zone 1 to National Rates of Pay)							

**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
<b>§) October 1, 2017</b>	8803 5	9010 5	9217 4	9425 7	9631 5	9838 5	1005 02	1028 13
<b>A) October 1, 2018*</b>	91116	9325 9	9540 0	9755 6	9968 6	1018 28	1040 20	10641 1
<b>B) October 1, 2019*</b>	9293 8	9512 4	9730 8	9950 7	1016 80	1038 65	1061 00	1085 39

<b>X) Restructure will be effective within 180 days after the signing of the collective agreement</b>	Restructure National Rates of Pay ( <a href="#">hyperlink</a> ) (Zone 2 will be retitled "National Rates of Pay" on the effective date of the Restructure of Zone 1 to National Rates of Pay)
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**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
<b>\$) October 1, 2017</b>	9594 7	9860 4	1012 59	1039 13	1065 63	1092 25	11187 1	11453 2
<b>A) October 1, 2018*</b>	9930 5	1020 55	1048 03	1075 50	11029 3	11304 8	11578 6	11854 1
<b>B) October 1, 2019*</b>	1012 91	1040 96	1068 99	1097 01	11249 9	11530 9	11810 2	1209 12
<b>X) Restructure will be effective within 180 days after the signing of the collective agreement</b>	Restructure National Rates of Pay ( <a href="#">hyperlink</a> ) (Zone 2 will be retitled "National Rates of Pay" on the effective date of the Restructure of Zone 1 to National Rates of Pay)							

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

<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
<b>\$) October 1, 2017</b>	97228	10045 9	10368 3	10691 7	10982 5	11336 9	11659 5	11940 3	12220 7
<b>A) October 1, 2018*</b>	10063 1	10397 5	10731 2	11065 9	11366 9	11733 7	12067 6	12358 2	12648 4
<b>B) October 1, 2019*</b>	10264 4	10605 5	10945 8	11287 2	11594 2	11968 4	12309 0	12605 4	12901 4
<b>X) Restructure will be effective within 180 days after the signing of the collective agreement</b>	<p style="text-align: center;">Restructure National Rates of Pay (hyperlink)            (Zone 2 will be retitled "National Rates of Pay" on the effective date of the Restructure of Zone 1 to National Rates of Pay)</p>								

**Zone 2 (Saskatchewan, Alberta, British Columbia, Northwest Territories, and Indigenous Services Canada NU-CHN in remote and isolated communities (CWIS Type 1 and 2))**

**(Zone 2 will be retitled “National Rates of Pay” on the effective date of the Restructure of Zone 2 to National Rates of Pay)**

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

Effective Date	Step 1	Step 2
\$) October 1, 2017	73757	74645
A) October 1, 2018*	76338	77258
B) October 1, 2019*	77865	78803
C) October 1, 2020	78449	79394
D) October 1, 2021	79037	79989

**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, 2017	75539	77317	79099	80882	82657	84443
A) October 1, 2018*	78183	80023	81867	83713	85550	87399
B) October 1, 2019*	79747	81623	83504	85387	87261	89147
C) October 1, 2020	80345	82235	84130	86027	87915	89816
D) October 1, 2021	80948	82852	84761	86672	88574	90490

**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, 2017	76067	77802	79534	81266	82994	84728	86462
A) October 1, 2018*	78729	80525	82318	84110	85899	87693	89488
B) October 1, 2019*	80304	82136	83964	85792	87617	89447	91278
C) October 1, 2020	80906	82752	84594	86435	88274	90118	91963
D) October 1, 2021	81513	83373	85228	87083	88936	90794	92653

**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, 2017	78562	80424	82270	84141	85994	87850	89701	91559
A) October 1, 2018*	81312	83239	85149	87086	89004	90925	92841	94764

<b>B) October 1, 2019*</b>	82938	84904	86852	88828	90784	92744	94698	96659
<b>C) October 1, 2020</b>	83560	85541	87503	89494	91465	93440	95408	97384
<b>D) October 1, 2021</b>	84187	86183	88159	90165	92151	94141	96124	98114

**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
<b>§) October 1, 2017</b>	82303	84411	86514	88622	90721	92835	94943	97047
<b>A) October 1, 2018*</b>	85184	87365	89542	91724	93896	96084	98266	10044 4
<b>B) October 1, 2019*</b>	86888	89112	91333	93558	95774	98006	10023 1	10245 3
<b>C) October 1, 2020</b>	87540	89780	92018	94260	96492	98741	10098 3	10322 1
<b>D) October 1, 2021</b>	88197	90453	92708	94967	97216	99482	10174 0	10399 5

**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
<b>§) October 1, 2017</b>	86462	88982	91505	94019	96547	99069	101592	104115
<b>A) October 1, 2018*</b>	89488	92096	94708	97310	99926	102536	105148	107759
<b>B) October 1, 2019*</b>	91278	93938	96602	99256	101925	104587	107251	109914
<b>C) October 1, 2020</b>	91963	94643	97327	100000	102689	105371	108055	110738
<b>D) October 1, 2021</b>	92653	95353	98057	100750	103459	106161	108865	111569

**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
<b>§) October 1, 2017</b>	95424	98304	101187	104064	106941	109820	112696	115574
<b>A) October 1, 2018*</b>	98764	101745	104729	107706	110684	113664	116640	119619
<b>B) October 1, 2019*</b>	100739	103780	106824	109860	112898	115937	118973	122011
<b>C) October 1, 2020</b>	101495	104558	107625	110684	113745	116807	119865	122926
<b>D) October 1, 2021</b>	102256	105342	108432	111514	114598	117683	120764	123848

**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
<b>§) October 1, 2017</b>	97226	10045 9	10368 4	10691 7	10982 5	11337 0	11659 5	11940 2	12220 7
<b>A) October 1, 2018*</b>	10062 9	10397 5	10731 3	11065 9	11366 9	11733 8	12067 6	12358 1	12648 4

<b>B) October 1, 2019*</b>	10264 2	10605 5	10945 9	11287 2	11594 2	11968 5	12309 0	12605 3	12901 4
<b>C) October 1, 2020</b>	10341 2	10685 0	11028 0	11371 9	11681 2	12058 3	12401 3	12699 8	12998 2
<b>D) October 1, 2021</b>	10418 8	10765 1	11110 7	11457 2	11768 8	12148 7	12494 3	12795 0	13095 7

\*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix BB, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment inclusive of an economic increase and wage adjustments for a compounded total of 3.536%. Changes to the pay rates will not appear on employees' pay statements
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 5.606%. These revised rates of pay will be reflected on employees' pay statements upon implementation of prospective salary increases

### **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. Employees in Zone 1 will move to the rate of pay that is closest to but not less than their substantive rate of pay of the Zone 2/National Rates of Pay "B" scale of rates.

5. All employees being paid in the Zone 1 and Zone 2/National Rates of Pay scale of rates, 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 employees’ former rate of pay.

**Indigenous Services 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 Indigenous Services Canada’s Community Workload Increase System (CWIS).
7. The rate of pay on initial appointment to Indigenous Services Canada at the NU-CHN levels 2 to 4 in remote and isolated communities (type 1 and 2) as defined in paragraphs 6(a), (b) and (c) will be paid on appointment in the applicable salary scale:
  - 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.

#### 10. **Nurse pending registration**

- a. Appointments: general

All appointments of persons eligible for registration as a nurse in a province or territory of Canada without further formal training, but who are not formally registered, shall be made as Nurse Pending Registration on a specified period basis for a period not exceeding twelve (12) months.

- b. Pay on appointment

The rate of pay on appointment as a "specified period" employee of a Nurse Pending Registration is stipulated in Appendix "A".

- c. Appointment on registration

Upon registration as a nurse in a province or territory of Canada, an employee who has been appointed as a Nurse Pending Registration, shall be appointed at the applicable position level for which the employee has qualified (subject to registration). The effective date of such appointment shall be:

- i. retroactive to the date of appointment as a Nurse Pending Registration if no additional formal training or education is required, although the employee may have to successfully complete qualification examinations;  
or
- ii. the date of the successful completion of qualification examinations for Registration when additional formal training or education is required.

In no case will the date of such appointment be later than the date of registration.



**\*\*Appendix “A-2”****NU: Nursing Group Sub-Group: Medical Adjudicator (EMA) annual rates of pay (in dollars)****Table Legend**

§) Effective October 1, 2017

A) Effective October 1, 2018\*

B) Effective October 1, 2019\*

C) Effective October 1, 2020

D) Effective October 1, 2021

**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, 2017	74750	76619	78535	80497	82509	84571
A)* October 1, 2018	76245	78151	80106	82107	84159	86262
B)* October 1, 2019	77770	79714	81708	83749	85842	87987
C) October 1, 2020	78937	80910	82934	85005	87130	89307
D) October 1, 2021	80121	82124	84178	86280	88437	90647

**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, 2017	81592	83633	85723	87866	90064	92316
A)* October 1, 2018	83224	85306	87437	89623	91865	94162
B)* October 1, 2019	84888	87012	89186	91415	93702	96045
C) October 1, 2020	86161	88317	90524	92786	95108	97486
D) October 1, 2021	87453	89642	91882	94178	96535	98948

\*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix BB, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase. Changes to the pay rates will not appear on employees' pay statements.

- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 4.04%. These revised rates of pay will be reflected on employees' pay statements upon implementation of prospective salary increases

**Pay notes****Pay adjustment administration**

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
<b>Education allowances</b>	
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 30th day of the month of August, 2019.

**The Treasury Board of Canada**

Sandra Hassan

Luc Presseau

**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 of Canada (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 September 30, 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 of Canada (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 Indigenous Services Canada Nurses in Remote or Isolated Communities**

1.
  - a. In an effort to resolve recruitment problems, the Employer will provide an allowance to Indigenous Services Canada NU-CHNs permanently assigned in nursing stations situated in remote and isolated First Nations communities (Type 1 and 2) for the performance of NU-CHN duties in the Health Services Group.
  - b. This allowance also applies to NU-CHN-5 Practice Consultants whose regular duties of their position requires them to utilize the skills of the expanded scope of practice while working with nurses employed in these communities. The allowance also applies to the NU-CHN-5 Assistant Zone Nursing Officers who supervise nurses employed in remote and isolated (Type 1 and 2) communities.
2. The parties agree that only the employees identified above, that is, Indigenous Services 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**

<b>In the month of hiring</b>	<b>At the end of the twelve (12) months after hiring</b>
\$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 Indigenous Services Canada's Community Workload Increase System (CWIS).
4. The Institute agrees that the Employer may extend this allowance to Indigenous Services 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 appendices.
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 of Canada (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 Indigenous Services Canada Nurses in Remote or Isolated Communities

1.
  - a. In an effort to resolve retention problems, the Employer will provide an allowance to Indigenous Services 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 September 30, 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 Indigenous Services Canada’s Community Workload Increase System (CWIS).
5. The Institute agrees that the Employer may extend this allowance to Indigenous Services 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 appendices.
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 of Canada (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 Indigenous Services Canada Nurses

1.
  - a. In an effort to recognize their expanded professional role, the Employer will provide an allowance to Indigenous Services 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 Indigenous Services Canada’s Community Workload Increase System (CWIS).
5. The Institute agrees that the Employer may extend this allowance to Indigenous Services 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 appendices, 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 of Canada (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 appendices, 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 of Canada (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 Indigenous Services 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 Indigenous Services 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 airfare 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, Québec 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 Indigenous Services 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 of Canada (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 master’s 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: master’s 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 of Canada (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 of Canada (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 September 30, 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**

	<b>Annual amount</b>	<b>Daily amount</b>
<b>NU-HOS-1 through NU-HOS-6</b>	\$4,500	\$17.25
<b>NU-CHN</b>	\$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 of Canada (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
<b>PS-2: up to one (1) year of service</b>	\$2,000	\$7.67
<b>PS-2: after one (1) year of service</b>	\$3,750	\$14.37
<b>PS-3: up to one (1) year of service</b>	\$2,000	\$7.67
<b>PS-3: after one (1) year of service</b>	\$7,500	\$28.75
<b>PS-4</b>	\$7,500	\$28.75
<b>PS-5</b>	\$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 Indigenous Services Canada Nurses in Remote and Isolated Communities**

Indigenous Services 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 of Canada 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 time frame, 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 maximize 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 relevant equipment costs, up to a maximum of fifteen thousand dollars (\$15,000).

**guarantee of a reasonable job offer (garantie d’une offre d’emploi raisonnable)**

Is a guarantee of an offer of indeterminate employment within the core public administration provided by the deputy head to an indeterminate employee who is affected by workforce adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability in the core public administration. Surplus employees in receipt of this guarantee will not have access to the options available in Part VI of this appendix.

**home department or organization (ministère ou organisation d’attache)**

Is a department or organization or agency declaring an individual employee surplus.

**laid off person (personne mise en disponibilité)**

Is a person who has been laid off pursuant to subsection 64(1) of the PSEA, who still retains a reappointment priority under subsection 41(4) and section 64 of the PSEA.

**lay-off notice (avis de mise en disponibilité)**

Is a written notice of lay-off to be given to a surplus employee at least one (1) month before the scheduled lay-off date. This period is included in the surplus period.

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

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

Is the authorized move of a work unit of any size to a place of duty beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence.



**retraining (recyclage)**

Is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the core public administration.

**surplus employee (employé excédentaire)**

Is an indeterminate employee who has been formally declared surplus, in writing, by his or her deputy head.

**surplus priority (priorité d'employé excédentaire)**

Is an entitlement for a priority in appointment accorded in accordance with section 5 of the PSER and pursuant to section 40 of the PSEA; this entitlement is provided to surplus employees to be appointed in priority to another position in the federal public administration for which they meet the essential requirements.

**surplus status (statut d'employé excédentaire)**

An indeterminate employee is in surplus status from the date he or she is declared surplus until the date of lay-off, until he or she is indeterminately appointed to another position, until his or her surplus status is rescinded, or until the person resigns.

**Transition Support Measure (mesure de soutien à la transition)**

Is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The Transition Support Measure is a 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*
- *Federal Public Sector 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 minimize 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 Directive* and *NJC Integrated Relocation Directive*.

**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.

**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);
- 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, payment in lieu of unfulfilled surplus period, 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;

- 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
- 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.

**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**

The Voluntary Departure Program supports employees in leaving the public service when placed in affected status prior to entering a Selection of Employees for Retention or Layoff (SERLO) process, and does not apply if the deputy head can provide a guarantee of a reasonable job offer (GRJO) to affected employees in the work unit.

**6.2.1** Departments and organizations shall establish internal voluntary departure programs for all workforce adjustment situations in which the workforce will be reduced and that involves five (5) or more affected employees working at the same group and level within the same work unit and where the deputy head cannot provide a guarantee of a reasonable job offer.

**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.

#### **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 authorize 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 reappointed to the public service shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such reappointment 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 authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.

**6.4.10** 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.

## **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 reappointment 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 equal to six (6) months' pay payable upon the day on which the departmental or organizational operation ceases, provided the employee has not separated prematurely.

**6.5.6** 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 equal to six (6) months' pay payable upon the transfer date, provided the employee has not separated prematurely.

## **Part VII: special provisions regarding alternative delivery initiatives**

### **Preamble**

The administration of the provisions of this part will be guided by the following principles:

- a. fair and reasonable treatment of employees;
- b. value for money and affordability;  
and
- c. maximization of employment opportunities for employees.

The parties recognize:

- the Union's need to represent employees during the transition process;
- the Employer's need for greater flexibility in organizing the core public administration.

## **7.1 Definitions**

### **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;

- 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 FPSLREB pursuant to a successor rights application;
- iii. recognition of continuous employment in the core public administration, as defined in the *Directive on Terms and Conditions of Employment*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
- iv. pension arrangements according to the statement of pension principles set out in Annex "A," or, in cases where the test of reasonableness set out in that statement is not met, payment of a lump sum to employees pursuant to section 7.7.3;
- v. transitional employment guarantee: a two (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 reappointment 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.

However, an employee who has a severance termination benefit entitlement under the terms of paragraph 19.06(b) or (c) of Appendix "V" shall be paid this entitlement at the time of transfer.

**7.9.3** Where:

- a. the conditions set out in 7.9.2 are not met;
  - b. the severance provisions of this collective agreement are extracted from this collective agreement prior to the date of transfer to another non-federal public sector employer;
  - c. the employment of an employee is terminated pursuant to the terms of section 7.5.1;
- or
- d. the employment of an employee who accepts a job offer from the new employer in a Type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer,

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on which employment in the core public administration terminates.

**Annex “A”: statement of pension principles**

1. The new employer will have in place, or Her Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of “reasonableness” will be that the actuarial value (cost) of the new employer pension arrangements will be at least six decimal five per cent (6.5%) of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the Assessment Methodology developed by Towers Perrin for the Treasury Board, dated October 7, 1997. This Assessment Methodology will apply for the duration of this collective agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the Employer costs, *Public Service Superannuation Act (PSSA)* coverage could be provided during a transitional period of up to a year.
2. Benefits in respect of service accrued to the point of transfer are to be fully protected.
3. Her Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, Her Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the PSSA.

**Annex “B”**

<b>Years of service in the public service</b>	<b>Transition Support Measure (TSM) (payment in weeks' pay)</b>
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52

<b>Years of service in the public service</b>	<b>Transition Support Measure (TSM) (payment in weeks' pay)</b>
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
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”

**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 of Canada (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, NU-CHN-5 or NU-HOS-5, NU-CHN-6 or NU-HOS-6, NU-CHN-7 or NU-HOS-7, NU-CHN-8 or NU-HOS-8 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. NU employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;
    - i. Effective October 1, 2018: NU-CHN-4 or NU-HOS-4.
    - ii. Effective according to the dates determined by subparagraph 2(a)(ii) of Appendix “BB” Memorandum of Understanding on Collective Agreement Implementation: NU-CHN-5 or NU-HOS-5, NU-CHN-6 or NU-HOS-6, NU-CHN-7 or NU-HOS-7 and NU-CHN-8 or NU-HOS-8.
  - 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**

<b>Classification</b>	<b>Annual amount</b>	<b>Daily amount</b>
NU-CHN-4 or NU-HOS-4	\$18,000	\$69.00
NU-CHN-5 or NU-HOS-5	\$15,000	\$57.50
NU-CHN-6 or NU-HOS-6	\$13,000	\$49.83
NU-CHN-7 or NU-HOS-7 and NU-CHN-8 or NU-HOS-8.	\$11,000	\$42.16

- 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 appendices, 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 of Canada (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 master’s 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: master’s 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 of Canada (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 Bargaining Agent (hereinafter referred to as “the parties”) regarding issues of employee wellness. This MOA replaces the prior Employee Wellness MOA previously signed.

The parties have engaged in meaningful negotiations and co-development of comprehensive EWSP language and program design to capture the key features and other recommendations agreed to by the technical committee and steering committee, which is reflected in the Plan Document agreed to by the parties on May 26, 2019.

The program and its principles focus on improving employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury. The previous MOA identified the following key features:

- contained in collective agreements;
- benefits for up to twenty-six (26) weeks (one hundred and thirty (130) working days) with income support replacement at one hundred per cent (100%);
- the annual allotment shall be nine (9) days of paid sick leave for illness or injury that falls outside of the parameters of the EWSP;
- one hundred per cent (100%) income replacement during the three (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 thirty (30) days;
- employees are entitled to carry over a maximum of three (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 twenty-six (26) weeks, will be entitled to carry over those excess days to provide extended coverage at one hundred per cent (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.

The Plan Document approved on May 26, 2019, takes precedence over the principles if there's a difference in interpretation.

### **Process**

The parties agree to continue the work of the TBS / Bargaining Agent Employee Wellness Support Program (EWSP) Steering Committee, which will focus on finalizing a service delivery model for program implementation, including its governance, for the improvement of employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

As required, the Steering Committee will direct a subcommittee to make recommendations on the overall implementation, service delivery and governance issues of the Program. As a first priority, the Steering Committee will develop a planning framework with timelines to guide work toward the timely implementation of the new EWSP. A governance model will be developed taking into account there will be only one (1) EWSP.

The Steering Committee will complete the necessary work on overall implementation, including service delivery and governance issues no later than March 21, 2020, a date which can be moved based on mutual agreement of the parties.

If accepted by the Steering Committee, the recommendation(s) concerning program implementation, including service delivery and governance, as well as the proposal for the EWSP itself, approval will be sought on these elements from the Treasury Board of Canada and by the bargaining units.

If approved by both parties, the parties mutually consent to re-open the collective agreement to vary the agreement only insofar as to include the EWSP wording, and include consequential changes. No further items are to be varied through this reopener – the sole purpose will be EWSP-related modifications. The EWSP Program would be included in the relevant collective agreements only as a reopener.

Should the parties not be able to reach agreement on EWSP, the existing sick leave provisions, as currently stipulated in collective agreements, will remain in force.

For greater certainty, this MoA forms part of the collective agreement.

## **Appendix “Y”**

### **Memorandum of Agreement Between the Treasury Board of Canada (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 Indigenous Services Canada and the SH bargaining unit (including PIPSC ISC 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 of Canada (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. The Employer is committed to working with the Institute to ensure that the health and safety of all Indigenous Services Canada – First Nations and Inuit Health Branch (ISC-FNIHB), nurses of the Health Services (SH) bargaining unit working in remote and isolated (as per the National Joint Council’s *Isolated Posts and Government Housing Directive*) nursing stations and ISC-FNIHB nurses working in hospitals are protected.

The parties to this collective agreement acknowledge the mutual benefits to be derived from consultation on security for FNIHB nurses. To this effect the parties agree that such consultation will be held at the departmental level through the existing Joint Consultation Committee on Nursing Station Security, previously established through the 2017 memorandum of agreement between the Employer and the Institute.

The parties agree to the following:

- a. The Departmental Consultation Committee shall be composed of mutually agreeable numbers of members of the SH bargaining unit and Employer representatives who shall meet at mutually satisfactory times on a quarterly basis, or as required. The committee meetings shall normally be held on the Employer’s premises and/or teleconference during working hours.
- b. The Employer recognizes the use of this committee for the purpose of identifying, assessing and recommending resolutions of the issues related to the security of nurses working in remote and isolated communities and FNIHB nurses working in hospitals.
- c. The committee shall report on the progress and make recommendations to the Senior Assistant Deputy Minister, First Nations and Inuit Health Branch of Indigenous Services Canada.

With the agreement of both parties, the Terms of Reference of this Committee may be reviewed and modified as needed.

**\*\* Appendix “AA”**

**Letter of Understanding Concerning a Study on Compensation Comparability and Other Terms and Conditions**

This letter is to give effect to the understanding reached between the Employer and the Professional Institute of the Public Service of Canada in negotiations for the renewal of the Health Services collective agreement.

Accordingly, the parties agree, during the life of the agreement, to conduct compensation studies for the Psychologist and Nurse Practitioner Groups, and to examine other terms and conditions that may influence the recruitment and retention of these occupations. The parties may identify other occupations for similar studies by mutual agreement.

The parties further agree to meet within one hundred and fifty (150) days of the signing date of this agreement to establish a working group to determine the scope and the terms of reference of the study.

If the parties cannot agree to the scope, terms of reference or statement of work outlining methodological elements or other features of the study, either party retains the ability to unilaterally remove itself from participation in the working group and the study itself.

The parties agree that, except by mutual agreement, no part of the study or its results shall be disclosed during negotiations or within a third-party dispute resolution process.

Signed at Ottawa, this 30th day of the month of August, 2019.

**\*\* Appendix “BB”****Memorandum of Understanding Between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada With Respect to Implementation of the Collective Agreement**

Notwithstanding the provisions of clause 45.06 on the calculation of retroactive payments and clause 52.03 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Professional Institute of the Public Service of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

**1. Calculation of retroactive payments**

- a. Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.
- b. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.
- c. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:
  - substantive salary
  - promotions
  - deployments
  - acting pay
  - extra duty pay / overtime
  - additional hours worked
  - maternity leave allowance
  - parental leave allowance
  - vacation leave and extra duty pay cash-out
  - severance pay
  - salary for the month of death
  - Transition Support Measure

- eligible allowances and supplemental salary depending on collective agreement
- d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.
- e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.

## 2. Implementation

- a. The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:
  - i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.
  - ii. Changes to existing compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under subparagraph 2(b)(i).
  - iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come into force as stipulated in subparagraph 2(a)(ii).
- b. Collective agreement will be implemented over the following time frames:
  - i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.
  - ii. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.
  - iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-

retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

### **3. Employee recourse**

- a. An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one hundred and eighty (180) days of signature, in recognition of extended implementation time frames and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.
- b. Employees in the bargaining unit for whom the collective agreement is not implemented within one hundred and eighty-one (181) days after signature will be entitled to a fifty-dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty-dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented, to a total maximum of nine (9) payments. These amounts will be included in their final retroactive payment. For greater certainty, the total maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).
- c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under 3(b), the employee may receive one fifty-dollar (\$50) payment, to a maximum total payment of four hundred and fifty dollars (\$450).
- d. Should the Employer negotiate higher amounts for paragraphs 3(a) or 3(b) with any other bargaining agent representing core public administration employees, it will compensate PIPSC members for the difference in an administratively feasible manner.
- e. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the agreement between the CPA bargaining agents and the Treasury Board of Canada with regard to damages caused by the Phoenix pay system.
- f. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one hundred and eighty (180) days after signature of the agreement.
- g. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Institute regarding the format of the detailed breakdown.

In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay.



**\*\* Appendix “CC”**

**Memorandum of Understanding Between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada with Respect to Gender-Inclusive Language**

This memorandum is to give effect to the agreement reached between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada regarding the review of language in the AV, CS, NR, RE, SH and SP collective agreements.

Both parties are committed to and support gender neutrality and inclusivity. To that end, the parties commit to, during the life of the above-noted collective agreements, establishing a Joint Committee to review the collective agreements to identify opportunities to render the language more gender-inclusive. The parties agree that any changes in language will not result in changes in application, scope or value.

Both parties acknowledge that gender inclusivity is more difficult to achieve in the French language compared to the English language, but are committed nonetheless to further supporting and increasing gender neutrality and inclusivity in the collective agreement.

The Joint Committee agrees to begin their work in 2020 and will endeavour to finalize the review by December 2021. These timelines may be extended by mutual agreement.

**\*\* Appendix “DD”****Memorandum of Understanding Between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada with Respect to Workplace Harassment**

This memorandum is to give effect to the agreement reached between the Treasury Board and the Professional Institute of the Public Service of Canada (the Institute).

Both parties share the objective of creating healthy work environments that are free from harassment and violence. In the context of the passage of Bill C-65, *An Act to amend the Canada Labour Code by the Government of Canada*, as well as the Clerk of the Privy Council’s initiative to take action to eliminate workplace harassment, the Treasury Board is developing a new directive covering both harassment and violence situations.

During this process, the Treasury Board will consult with the members of National Joint Council (NJC) on the following:

- mechanisms to guide and support employees through the harassment resolution process;
- redress for the detrimental impacts on an employee resulting from an incident of harassment;
- and
- ensuring that employees can report harassment without fear of reprisal.

Should the Institute request, the Employer would, in addition to the NJC consultations, agree to bilateral discussions with the Institute. Following such discussions, a report will be provided to the NJC.

The implementation and application of this directive do not fall within the purview of this MOU or the collective agreement.

This memorandum expires upon issuance of the new directive or September 30, 2022, whichever comes first.

**\*\* Appendix “EE”**

**Memorandum of Understanding Between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada with Respect of the Common Pay Administration**

This memorandum is to give effect to an agreement reached between the Employer and the Professional Institute of the Public Service of Canada (the Institute) regarding consultation on the development of the next-generation Human Resources (HR) and pay system.

Both parties recognize the challenges of the Phoenix pay system. A Joint Union-Management Consultation Committee on next-generation HR and pay system has been established to advance the mutual goal of discussing and identifying opportunities and considerations for a potential next-generation HR and pay system that meets the legitimate needs of the Employer and the employees.

This memorandum will confirm the Employer’s commitment to continue consultation with the Institute on the next-generation HR and pay at the Joint Union-Management Committee with respect to the development of a next-generation HR and pay system.

This memorandum of understanding expires on September 30, 2022.

**\*\* Appendix “FF”****Memorandum of Understanding Between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada in Respect to Leave for Union Business: Cost Recovery**

This memorandum of understanding (MoU) is to give effect to an agreement reached between the Treasury Board of Canada (the Employer) and the Professional Institute of the Public Service of Canada (the Institute) to implement a system of cost recovery for leave for Union business.

The parties agree to this MoU as a direct result of current Phoenix pay system implementation concerns related to the administration of leave without pay for union business.

Leave granted to an employee under the clauses and paragraph 30.02, 30.10, 30.11, 30.13, and 30.14(a) of the collective agreement will be with pay for a total cumulative maximum period of three (3) months per fiscal year.

Its agreed that leave with pay granted under the above-noted clauses and paragraph for union business will be paid for by the Employer, pursuant to this MoU, effective upon its signature.

The Institute shall then reimburse the Employer for the total salary paid, including allowances if applicable, for each person-day, in addition to which shall also be paid to the Employer by the Institute an amount equal to six percent (6%) of the total salary paid for each person-day, which sum represents the Employer’s contribution for the benefits the employee acquired at work during the period of approved leave with pay pursuant to this MoU.

Leave with pay in excess of the total cumulative maximum period of three (3) months per fiscal year may be granted under the above-noted clauses and paragraph in reasonably limited circumstances. Where leave with pay is extended under such circumstances, the Institute shall reimburse the Employer for the total salary paid, including applicable allowances, for each person-day, in addition to an amount equal to thirteen decimal three percent (13.3%) of the total salary paid for each person-day.

Under no circumstances will leave with pay under the above-noted clauses and paragraph be granted for any single consecutive period exceeding three (3) months; or for cumulative periods exceeding six (6) months in a twelve (12) months period.

This MoU does not alter the approval threshold for the leave. Should an employee be denied extended leave with pay exceeding three (3) cumulative months or a single consecutive three (3) month period within a fiscal year and the employee’s union leave is otherwise approved pursuant to the relevant clauses and paragraph in Article 30, they shall take the leave as leave without pay.

On a bimonthly basis, and within 120 days of the end of the relevant period of leave, the hiring department/agency will invoice the Institute for the amount owed to them by virtue of this understanding. The amount of the gross salaries and the number of days of leave taken for each employee will be included in the statement.

The Institute agrees to reimburse the department/agency for the invoice within sixty (60) days of the date of the invoice.

This memorandum of understanding expires on September 30, 2022, or upon implementation of the next-generation HR and pay system, whichever comes first, unless otherwise agreed by the parties.

**\*\* Appendix “GG”****Memorandum of Understanding Between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada with Respect to Certain Terms and Conditions of Employment for Deemed Royal Canadian Mounted Police Civilian Members****General**

This memorandum is to give effect to the agreement reached between the Employer and the Professional Institute of the Public Service of Canada (the Institute) on certain terms and conditions of employment applicable to employees that were Royal Canadian Mounted Police (RCMP) Civilian Members on the day immediately preceding the date on which they were deemed to be persons appointed under the *Public Service Employment Act* as per the date published in the Canada Gazette (date of deeming).

The parties agree that the terms and conditions of employment applicable to RCMP civilian members will remain in effect until the earlier of the date of deeming or until a date mutually agreed to by the parties. The provisions of the collective agreement and this memorandum of agreement will apply to civilian members thereafter. For greater clarity, paragraphs 3(a) to (c), of the “Memorandum of Understanding between the Treasury Board of Canada and the Bargaining Agents with Respect to Implementation of the Collective Agreement” as agreed to by the Institute and Treasury Board do not apply to civilian members.

Upon written request of the Institute, the Employer agrees to incorporate into this agreement any civilian member transition measures, negotiated with any other bargaining agents between now and the date of deeming, that are more generous than those contained in this agreement.

Any amendments to this agreement shall require the written agreement of the Institute and the Employer.

Notwithstanding the applicability of the general provisions of this collective agreement, the following specific provisions also shall apply to deemed civilian members (thereafter former civilian members).

**Eligibility**

The transition measures contained in this agreement will continue for as long as the former civilian member remains within a bargaining unit represented by the Institute, either:

- a. within the RCMP;
- b. for those civilian members that will become Shared Services Canada (SSC) employees at the time of deeming, for as long as they remain within SSC or the RCMP.



### Existing leave credits

The Employer agrees to accept any unused, earned leave banks of a former civilian member to which he or she was entitled to on the day immediately prior to the date of deeming (including vacation leave credits, lieu time, operational response, and isolated post credits).

For greater clarity, existing leave banks will not be pro-rated to reflect the change from a forty (40) hour workweek to a thirty-seven decimal five (37.5) hour workweek.

### Vacation leave

#### Accumulation of vacation leave credits

The Employer agrees to maintain the vacation leave credit accrual entitlement that is in effect on the day immediately prior to the date of deeming. The former civilian member will maintain his or her vacation leave entitlement until the next anniversary of service threshold, provided that the vacation leave credit accrual schedule contained in this collective agreement is equal to or greater than their corresponding leave entitlement.

For greater clarity, the vacation accrual rate post deeming will be pro-rated to reflect the change from a forty (40) hour workweek to a thirty-seven decimal five (37.5) hour workweek in accordance with the following table:

#### Conversion table

<b>Vacation leave accrual rate prior to deeming [i.e., forty (40) hour workweek (CM)]</b> (hourly credits per month)	<b>Vacation leave accrual rate post deeming [i.e., thirty-seven decimal five (37.5) hour workweek (PSE)]</b> (hourly credits per month)
10	9.375
13.33	12.5
16.66	15.625
20	18.75

#### Vacation leave adjustment

Former civilian members will be granted forty (40) hours of vacation leave credits and these credits will not be subject to the carry-over provisions of the applicable collective agreement.

Former civilian members are subject to all other provisions outlined in the vacation leave article of the relevant collective agreement.

### **Sick leave**

#### Granting of sick leave credits

In recognition of the civilian members' transition from an unrestricted sick leave regime to a sick leave bank regime, upon the date of deeming, former civilian members shall be granted a bank of sick leave credits that is the greater of six decimal two five (6.25) hours for each completed calendar month of service or four hundred and eighty-seven decimal five (487.5) hours of sick leave credits.

### **Pay increment**

The anniversary date for the purpose of pay increment will be the date on which the former civilian member received her or his last pay increment.

### **Relocation on retirement benefit**

Upon the date of deeming, former civilian members who were relocated at the Crown's expense will be eligible for a retirement relocation. Claims for reimbursement of relocation expenses shall be paid in accordance with the Treasury Board Secretariat of Canada (TBS) approved RCMP *Relocation Policy* that is in effect at the time the former civilian member retires from the core public administration. The Employer also agrees to consult with the Institute about any contemplated changes to this policy.

### **Funeral and burial entitlements**

Former civilian members shall remain eligible for funeral and burial entitlements in accordance with the RCMP's *Death Benefits, Funeral and Burial Entitlements Policy* that is in effect at the time the benefits are applied for. The Employer also agrees to consult with the Institute about any contemplated changes to this policy.

Upon their retirement, these entitlements will continue until their death.