



Treasury Board of Canada
Secretariat

Secrétariat du Conseil du Trésor
du Canada

Health Services (SH)

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

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

Expiry date: September 30, 2026



This agreement covers the following classifications:

Code Group

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

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****Article 1: purpose of agreement**

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

**

1.02 The parties to this agreement recognize the important and unique role of health professionals and share a desire to improve the quality of the public service of Canada, to maintain professional standards in the delivery of health services 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 cohabiting in a conjugal relationship with an employee for a continuous period of at least one (1) 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 their position other than by reason of the employee 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” (« personne salariée »)

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

“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;

“layoff” (« 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 their daily hours of work;

**

“sibling”

refers to the employee’s sisters and brothers (« fratrie »);

“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’s 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 The provisions of this agreement are intended to be gender-neutral and inclusive wherever possible. The binary nature of the French language does not always allow the designation of a person or a group by a neutral pronoun. The use of gender-neutral and gender-inclusive language in this agreement is not intended to change, under any circumstances, the application, scope of value of any provision of this agreement.

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 the employee's 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). These hours may start before 6 am and/or finish after 6 pm.

**

Notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours shall not result in additional costs to the Employer, 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.

8.04 Days of rest

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

8.05 Monthly attendance registers

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

8.06 Compressed work schedule

**

Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, an employee may complete their weekly hours of employment in a period of other than five (5) full days provided that over a period of up to twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week. These hours may start before 6 am and/or finish after 6 pm. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every period of up to twenty-eight (28) days, the employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.

**

Notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours shall not result in additional costs to the Employer, 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 the Correctional Service of 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 their 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 three (3) 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 their 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 their shift schedule, the employee shall receive four (4) hours' pay at straight time, should their 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 the employee would have been granted had the employee not worked on the holiday:
 - i. one and one half (1 1/2) times the employee's hourly rate of pay for the first (1st) seven decimal five (7.5) hours worked; and
 - ii. two (2) times the employee's 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 the employee would have been granted had the employee not worked on the holiday, two (2) times the employee's 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 the employee's 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 the employee's 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 the employee may take a meal break either at or adjacent to the employee's place of work.

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- 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 or to an employee who has obtained authorization to work at the employee's residence or at another place to which the Employer agrees.

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: standby**

10.01 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.

10.02 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 11 (call-back), which are applicable to them.

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10.03 An employee required to be on standby duty shall be available during their period of standby at a known telephone number or other agreed method of communication and be readily able to return for duty as quickly as possible if contacted.

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

****Article 11: call-back**

11.01 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 their 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.

11.02 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.

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

11.03 This clause applies to the NU Group only

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With respect to Nurse Practitioners and 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 11.01 will be paid once in each three (3) hour period.

11.04 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.

11.05 When an employee is called back to work under the conditions described in clause 11.01 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.

11.06 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 11.07 applies to the DE and MD Groups only

11.07 When an employee is called back to work without prior notice at any time outside their normal hours of work, for work not contiguous to their 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 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,

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- g. National Day of Truth and Reconciliation,
- h. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- i. Remembrance Day,
- j. Christmas Day,
- k. Boxing Day,
- l. 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
- m. one additional day when proclaimed by an act of Parliament as a national holiday.

12.02 An employee absent without pay on both their full working day immediately preceding and their 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 the employee's 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 the employee would have been granted had the employee not worked on the holiday:

- i.
 - A. one and one half (1 1/2) times the employee's hourly rate of pay for the first (1st) seven decimal five (7.5) hours worked; and
 - B. two (2) times the employee's 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 the employee's 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 their leave with pay mentioned in subparagraph 12.05(c)(i)(C) as requested by the employee 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 the employee's 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 their regular pay for the day.
- b. On a normal working day on which the employee travels and works, the employee shall be paid:
 - i. their 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

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such additional travel time not to exceed fifteen (15) hours' pay at the straight-time rate in any day.

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- 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 fifteen (15) 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 their 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

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- a. An employee who is required to travel outside their headquarters area on government business, as these expressions are defined by the Employer, and is away from their permanent residence for twenty (20) 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 their 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 their 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.

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14.02 An employee who does not have access to their leave balances is entitled, twice in each fiscal year, to be informed, upon request, of the balance of their 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 they are on leave without pay, on educational leave or under suspension.

14.06

- a. When an employee becomes subject to this agreement, their earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this agreement, their 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.

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14.07 An employee shall not earn or be granted leave credits under this agreement in any month nor in any fiscal year for which leave has already been credited or granted to them under the terms of any other collective agreement or under other rules or regulations applicable to organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*.

****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;

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- d. thirteen decimal seven five (13.75) hours commencing with the month in which the employee's fifteenth (15th) 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

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- a. For the purpose of clauses 15.02 and 15.18 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 layoff and is reappointed to the public service within one (1) year following the date of layoff.
- 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,
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- b. is granted sick leave,
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 the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee 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 layoff, 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 the employee's employment is terminated.

15.15 Recovery on termination

In the event of the termination of employment for reasons other than death or layoff, 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

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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. For greater clarity, employees shall be credited the leave described in 15.18 only once in their total period of employment in the public service.

****Article 16: sick leave**

16.01 Credits

- a. 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.

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- b. A shift worker shall earn additional sick leave credits at the rate of one decimal two five (1.25) hours for each calendar month during which they work shifts and receive pay for at least seventy-five (75) hours. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred and twelve decimal five (112.5) hours sick leave credits during the current fiscal year.

16.02 An employee shall be granted sick leave with pay when the employee is unable to perform the employee's 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 the employee was unable to perform the employee's 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 layoff, 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 layoff and who is reappointed in the public service within two (2) years from the date of layoff.

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

17.01 General

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

17.02 Bereavement leave with pay

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For the purpose of this clause, family is defined as parents (or, alternatively, stepparents or foster parents), siblings, stepsiblings, 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, parents-in-law, children-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.

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- 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 aunt or uncle, sibling-in-law or grandparent of spouse.

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- e. An employee is entitled to three (3) consecutive working days of bereavement leave with pay in the event of a stillbirth experienced by them or their spouse or common-law partner or where they would have been a parent of the child born as a result of the pregnancy. For greater certainty, stillbirth is defined as an unborn child on or after twenty (20) weeks of pregnancy. The leave may be taken during the period that begins on the day on which the stillbirth occurs and ends no later than twelve (12) weeks after the latest of the days on which any funeral, burial or memorial service in respect of the stillbirth occurs.

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- f. 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), paragraph 17.02(b) and paragraph 17.02(e).
- g. 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.
- h. 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 Pregnancy/Maternity leave without pay

- a. An employee who becomes pregnant shall, upon request, be granted pregnancy/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 pregnancy/maternity leave without pay and their newborn child is hospitalized,
or
- ii. where the employee has proceeded on pregnancy/maternity leave without pay and then returns to work for all or part of the period during which their newborn child is hospitalized,

the period of pregnancy/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 pregnancy/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 pregnancy/maternity leave without pay may elect to:
 - i. use earned vacation and compensatory leave credits up to and beyond the date that their pregnancy terminates;
 - ii. use their sick leave credits up to and beyond the date that their 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 their plans for taking leave with and without pay to cover their absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- g. Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

17.04 Pregnancy/maternity allowance

- a. An employee who has been granted pregnancy/maternity leave without pay shall be paid a pregnancy/maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that the employee:

- i. has completed six (6) months of continuous employment before the commencement of their pregnancy/maternity leave without pay,
- ii. provides the Employer with proof that they have applied for and are in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer, and
- iii. has signed an agreement with the Employer stating that:
 - A. 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 their pregnancy/maternity leave without pay unless the return-to-work date is modified by the approval of another form of leave;
 - B. following their return to work, as described in section (A), the employee will work for a period equal to the period they were in receipt of the pregnancy/maternity allowance;
 - C. should they fail to return to work in accordance with section (A), or should the employee return to work but fail to work for the total period specified in section (B), for reasons other than death, layoff, 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*, the employee will be indebted to the Employer for an amount determined as follows:

$$\begin{array}{r}
 (\text{allowance received}) \times (\text{remaining period to be worked following} \\
 \text{the employee's return to work}) \\
 \hline
 [\text{total period to be worked as specified in} \\
 \text{division (B)}]
 \end{array}$$

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 their 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. Pregnancy/maternity allowance payments made in accordance with the SUB Plan will consist of the following:

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- i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of the employee's

weekly rate of pay (and the recruitment and retention “terminable allowance,” if applicable), of the waiting period, less any other monies earned during this period;

**

- ii. for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, the employee is eligible to receive the difference between ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance,” if applicable) and the maternity benefit, less any other monies earned during this period which may result in a decrease in the employee’s maternity benefit to which they 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 pregnancy/maternity leave without pay, that employee is eligible to receive a further pregnancy/maternity allowance for a period of one (1) week, ninety-three per cent (93%) of the employee’s weekly rate of pay, less any other monies earned during this period.
- d. At the employee’s request, the payment referred to in subparagraph 17.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or the Québec Parental Insurance Plan maternity benefits.
- e. The pregnancy/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 the employee 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 pregnancy/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 pregnancy/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,” if applicable), to which the employee is entitled for their substantive level to which they are appointed.

**

- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of pregnancy/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,” 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 pregnancy/maternity allowance, the allowance shall be adjusted accordingly.
- j. Pregnancy/maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

17.05 Special pregnancy/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 the employee from receiving Employment Insurance or Québec Parental Insurance Plan 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 pregnancy/maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's weekly rate of pay (and the recruitment and retention "terminable allowance," if applicable), and the gross amount of the employee's 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 the employee would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph 17.05(a)(i).

17.06 Parental leave without pay

- a. Where an employee has or will have the actual care and custody of a 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 their child is hospitalized,
- the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.
- e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of leave.
- f. The Employer may:
- i. defer the commencement of parental leave without pay at the request of the employee;
 - ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
 - iii. require an employee to submit a birth certificate or proof of adoption of the child.
- g. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

17.07 Parental allowance

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 Québec 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 the employee:
 - i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - ii. provides the Employer with proof that the employee has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance Plan or Québec Parental Insurance Plan in respect of insurable employment with the Employer,
and
 - iii. has signed an agreement with the Employer stating that:
 - A. the employee will return to work 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 the employee's parental leave without pay, unless the return-to-work date is modified by the approval of another form of leave;
 - B. following the employee's 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 their return to work, as described in section (A), the employee will work for a period equal to sixty per cent (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 the employee fail to return to work as described in section (A) or should the employee return to work but fail to work the total period specified in section (B), for reasons other than death, layoff, 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*, the employee will be indebted to the Employer for an amount determined as follows:

$$\frac{(\text{allowance received}) \times [\text{remaining period to be worked, as specified in (B), following the employee's return to work}]}{[\text{total period to be worked as specified in (B)}]}$$

however, an employee whose specified period of employment expired and who is rehired 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 the employee's 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 the employee's 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 Québec Parental Insurance Plan, the employee is eligible to receive the difference between ninety-three per cent (93%) of the employee's 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 the employee's parental, adoption or paternity benefit to which the employee 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 Québec 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), 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 Québec 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), 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, the employee is eligible to receive a further parental allowance for a period of one (1) week, at ninety-three per cent (93%) of the employee’s weekly rate of pay (and the recruitment and retention “terminable allowance,” if applicable), 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.

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- 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), less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 17.04(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 the employee 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 pregnancy/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 pregnancy/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 the employee 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 pregnancy/maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined pregnancy/maternity and parental leave without pay.

Option 2: extended parental allowance

- 1. 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 the employee's 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, the employee is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of the employee's 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 the employee's parental benefits to which the employee 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, the 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 the employee's weekly rate of pay (and the recruitment and retention "terminable allowance," if applicable) , 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), 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 they are 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 they are 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, pregnancy/maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined pregnancy/maternity and parental leave without pay.

17.08 Special parental allowance for totally disabled employees

- a. An employee who:
 - i. fails to satisfy the eligibility requirement specified in subparagraph 17.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits, and
 - ii. has satisfied all of the other eligibility criteria specified in paragraph 17.07(a), other than those specified in sections (A) and (B) of subparagraph 17.07(a)(iii),
- b. shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the recruitment and retention "terminable allowance," and the gross amount of the employee's weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.
- c. An employee shall be paid an allowance under this clause and under clause 17.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity, or adoption benefits under Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph 17.08(a)(i).

17.09 Leave without pay for the care of immediate family

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

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- 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), stepchildren, ward of the employee, grandchildren, grandparents, parents (including stepparents or foster parent), sibling, stepsibling, parent-in-law, children-in-law, 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 their return-to-work date if such change does not result in additional costs to the Employer.

17.10 Caregiving leave

- a. An employee who provides the Employer with proof that they are 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 the employee's total period of employment in the public service. Leave without pay granted under this clause may not be used in combination with pregnancy/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, stepchildren, and children of legal or common-law partner), ward of the employee, parents (including stepparents or foster parents), parent-in-law, sibling, stepsibling, grandchildren, grandparents of the employee, any relative permanently residing in the employee's household or with whom the employee permanently resides, any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee 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 the employee's 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 themselves, or for appointments with appropriate authorities in schools or adoption agencies. An

- employee requesting leave under this provision must notify their 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. to visit a family member who, due to an incurable terminal illness, is nearing the end of their life;
- **
- vii. fifteen (15) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 17.13(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 subparagraph 17.13(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 their 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 them 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 their religious obligations.

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- b. Employees may, in accordance with the provisions of this agreement, request annual leave, compensatory leave, personal leave, or leave without pay for other reasons in order to fulfill their religious obligations.
- c. Notwithstanding paragraph 17.18(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 their religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.
- d. An employee who intends to request leave or time off under this article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

17.19 Pregnancy/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 their job functions or reassign them to another job if, by reason of the pregnancy or nursing, continuing any of the employee's current functions may pose a risk to the employee's 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 their current job while the Employer examines their request, but, if the risk posed by continuing any of their job functions so requires, the employee is entitled to be immediately assigned alternative duties until such time as the Employer:
 - i. modifies the employee's job functions or reassigns them,
or
 - ii. informs the employee in writing that it is not reasonably practicable to modify their job functions or reassign them.
- d. Where reasonably practicable, the Employer shall modify the employee's job functions or reassign them.
- 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 the Correctional Service of Canada where the employee 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 pregnancy/maternity leave without pay or the termination date of the pregnancy, whichever comes first.

17.20 Medical appointment for pregnant employees

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- 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 each routine medical appointment.
- b. Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

17.21 Domestic violence leave

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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 a family member or 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.

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- 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 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.

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- d. Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- 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.

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 the employee 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 them under quarantine, they 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

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At its discretion, the Employer may grant leave without pay for purposes other than those specified in this agreement.

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17.24 Leave for traditional Indigenous practices

- a. Subject to operational requirements as determined by the Employer, fifteen (15) hours of leave with pay and twenty-two decimal five (22.5) hours of leave without pay per fiscal year shall be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including land-based activities such as hunting, fishing, and harvesting.

For the purposes of this article, an Indigenous person means First Nations, Inuit or Métis.

- b. Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- c. An employee who intends to request leave under this article must give notice to the Employer as far in advance as possible before the requested period of leave.
- d. As an alternative to leave without pay as per clause a., at the request of the employee and at the discretion of the Employer, time off with pay, up to a total amount of twenty-two decimal five (22.5) hours, may be granted to the employee in order to fulfill their traditional Indigenous practices. 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.
- e. Leave or time off with pay under this article may be taken in one or more periods. Each period of leave shall not be less than seven decimal five (7.5) hours.

****Article 18: career and professional development**

18.01 General

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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 need to have an opportunity to attend or participate in career and in professional development activities described in this article.

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The Employer endeavours to respond in a timely fashion to requests for career and professional 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 their 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 layoff, before termination of the period the employee has undertaken to serve after completion of the course,

the employee shall repay the Employer all allowances paid 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.

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- c. The Employer may grant leave with pay, reasonable travel expenses, and/or 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

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- a. The parties to this agreement share a desire to improve professional standards by giving the employees the opportunity:
 - 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.
 - 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 their present role more adequately including, subject to the Employer's approval, presentation of the results of such research to external bodies.

**

- or
 - iv. to participate in language workshops, or courses or immersion programs to improve and/or attain their language competencies.
- 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 the employee's 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-CHNs 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.
- **
- h. Upon request, an employee who is refused professional development will be provided with the reason for refusal in writing.

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.

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. Layoff

- i. On the first (1st) layoff 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 layoff one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under 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 (1) 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 their 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 the employee's position, including the position's classification level and the position rating form.

****Article 21: registration fees**

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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. The Employer shall endeavour to submit incurred expenses for reimbursement in a timely fashion.

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 the employee's 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 their claim and declares in an affidavit that they are a member of a religious organization whose doctrine prevents them as a matter of conscience from making financial contributions to an employee organization and that they 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 it considers adverse to its interests or to the interests of any of its 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 the employee's normal place of work, the employee shall, on returning, report to the 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 FPSSLRA 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 their 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 themselves 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 the employee 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 the employee's 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 they have the approval of and are represented by the Institute.

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34.09 There shall be a maximum of 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.

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34.11 An employee who so desires may be assisted and/or represented by a representative of 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.

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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, 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*
- *NJC Relocation Directive*
- *Occupational Health and Safety Directive*
- *Public Service Health Care Plan Directive*
- *Travel Directive*
- *Uniforms 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.

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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, scope of practice and workload. Consultation may be at the local, regional or national level as determined by the parties.

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A joint committee may, by mutual agreement, establish subcommittees where a subject requires in-depth discussion.

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 their 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, the employee 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 lockout 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-CHNs 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.

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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 six per cent (4.6%) for all straight-time hours worked during the period of part-time employment.

- a. Should an additional day be proclaimed by an act of Parliament as a national holiday, as per paragraph 12.01m), this premium will increase by zero decimal thirty-eight (0.38) percentage points.
- b. The effective date of the percentage point increase will be within one hundred and eighty (180) days after the additional day is proclaimed by an act of Parliament as a national holiday, but not before the day on which the holiday is first observed.

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 the employee’s 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 11 (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 11 (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 is 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 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 the employee's 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 their 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 their 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, gender identity or expression, family status, marital status, genetic characteristics, a conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered, 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 within the Correctional Service of Canada (CSC). The CSSDA 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 one hundred and forty dollars (\$2,140) 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 they are temporarily acting or assigned is less than their monthly pay entitlement, plus the CSSDA in their substantive position, the employee shall retain the CSSDA applicable to their 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
- Québec 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 the employee’s certificate of appointment,
or
- b. the pay specified in Appendix “A” for the classification prescribed in the employee’s 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. three (3) working days: all other employees.
- b. When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for the purpose of the qualifying period.

**

45.10 New classification standard

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

****Article 46: variation in hours of work**

46.01 Principle

**

The following conditions shall apply to employees to whom the provisions of clause 8.06 (compressed work schedule) 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 subparagraph 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 subparagraph 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, 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 their credit by the hourly rate of pay as calculated from the rate specified in their certificate of appointment prior to the termination of their employment.

****Article 47: shift and weekend premiums**

47.01

**

An employee on shift work shall receive a shift premium of two dollars and twenty-five cents (\$2.25) 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 and twenty-five cents (\$2.25) 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 their scheduled hours of work on a day during which they would be eligible for a shift premium, the employee may request that their 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 their next scheduled work period without at least twelve (12) hours of rest; nor will the employee lose any

portion of their 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 reopener

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, 2026.

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 12th day of the month of November, 2024.

The Treasury Board	The Professional Institute of the Public Service of Canada
<p>Carole Bidal Micca Hart Katia Morinville Krista Morrison Claudia Biasolo Josh Bowen Catherine Chung How Hilary Flett Margaret Fry Leila Gillis Ian Irving Kirsten Jacobson Amélie Lalonde Matthew McVarish Fay Najm Rebecca Palsson Michelle Robinson</p>	<p>Jennifer Carr Cara Ryan Payton Tenebaum Jordan McAuley Rene Campbell Bruno Gagnon Selena Glover Terry Hupman Carolyn Hynes Eric Massey Donald Moisan Patty Poudrier Chantal Richard</p>

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

- \$) Effective October 1, 2021
- A) Effective October 1, 2022
- X) Effective October 1, 2022 – wage adjustment
- B) Effective October 1, 2023
- Y) Effective October 1, 2023 – pay line adjustment
- C) Effective October 1, 2024
- Z) Effective October 1, 2024 – wage adjustment
- R) Effective within one hundred and eighty (180) days of signing – restructure
- D) Effective October 1, 2025

DE-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, 2021	92,537	97,050	101,559	106,061	110,571	115,075	119,677	N/A
A) October 1, 2022	95,776	100,447	105,114	109,773	114,441	119,103	123,866	N/A
X) October 1, 2022 – wage adjustment	96,973	101,703	106,428	111,145	115,872	120,592	125,414	N/A
B) October 1, 2023	99,882	104,754	109,621	114,479	119,348	124,210	129,176	N/A
Y) October 1, 2023 – pay line adjustment	100,381	105,278	110,169	115,051	119,945	124,831	129,822	N/A
C) October 1, 2024	102,389	107,384	112,372	117,352	122,344	127,328	132,418	N/A
Z) October 1, 2024 – wage adjustment	102,645	107,652	112,653	117,645	122,650	127,646	132,749	N/A
R) Within 180 days of signing – restructure	102,645	107,652	112,653	117,645	122,650	127,646	132,749	138,059
D) October 1, 2025	104,698	109,805	114,906	119,998	125,103	130,199	135,404	140,820

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2021	102,486	105,384	110,294	115,183	120,085	124,990	129,989	N/A
A) October 1, 2022	106,073	109,072	114,154	119,214	124,288	129,365	134,539	N/A
X) October 1, 2022 – wage adjustment	107,399	110,435	115,581	120,704	125,842	130,982	136,221	N/A
B) October 1, 2023	110,621	113,748	119,048	124,325	129,617	134,911	140,308	N/A
Y) October 1, 2023 – pay line adjustment	111,174	114,317	119,643	124,947	130,265	135,586	141,010	N/A
C) October 1, 2024	113,397	116,603	122,036	127,446	132,870	138,298	143,830	N/A
Z) October 1, 2024 – wage adjustment	113,680	116,895	122,341	127,765	133,202	138,644	144,190	N/A
R) Within 180 days of signing – restructure	113,680	116,895	122,341	127,765	133,202	138,644	144,190	149,958
D) October 1, 2025	115,954	119,233	124,788	130,320	135,866	141,417	147,074	152,957

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2021	109,316	114,654	119,991	125,334	130,668	136,010	141,447	N/A
A) October 1, 2022	113,142	118,667	124,191	129,721	135,241	140,770	146,398	N/A
X) October 1, 2022 – wage adjustment	114,556	120,150	125,743	131,343	136,932	142,530	148,228	N/A
B) October 1, 2023	117,993	123,755	129,515	135,283	141,040	146,806	152,675	N/A
Y) October 1, 2023 – pay line adjustment	118,583	124,374	130,163	135,959	141,745	147,540	153,438	N/A
C) October 1, 2024	120,955	126,861	132,766	138,678	144,580	150,491	156,507	N/A
Z) October 1, 2024 – wage adjustment	121,257	127,178	133,098	139,025	144,941	150,867	156,898	N/A
R) Within 180 days of signing – restructure	121,257	127,178	133,098	139,025	144,941	150,867	156,898	163,174
D) October 1, 2025	123,682	129,722	135,760	141,806	147,840	153,884	160,036	166,437

Rates of pay will change within one hundred and eighty (180) days after the signing of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix “BB,” as a lump-sum payment. In particular:

- a. Year 1 (2022) increases (that is, “A” and “X”): paid as a retroactive lump-sum payment equal to a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 4.794% of October 1, 2021, rates.
- b. Year 2 (2023) increases (that is, “B” and “Y”): paid as a retroactive lump-sum payment equal to the Year 1 increases plus a 3.00% economic increase and a 0.50% pay line adjustment for a compounded total increase of 8.477% of October 1, 2021, rates.
- c. Year 3 (2024) increases (that is, “C” and “Z”): paid as a retroactive lump-sum payment equal to the Year 1 and 2 increases plus a 2.00% economic increase and a 0.25% wage adjustment for a compounded total increase of 10.923% of October 1, 2021, rates.

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 May 14, 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.

**

3. Within one hundred and eighty (180) days of the signing of the collective agreement, on the date of the restructure:

- a. Employees at the DE levels 1 to 3 who have been at step 7 for at least twelve (12) months, will move to the new maximum step 8.
- b. For employees who moved in the pay scale on the date of restructure, the twelve (12) month pay increment period will be calculated starting on the date of restructure for all employees.

Pay adjustment administration

4. 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, X, B, Y, C, Z, R 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, 2021
- A) Effective October 1, 2022
- X) Effective October 1, 2022 – wage adjustment
- B) Effective October 1, 2023
- Y) Effective October 1, 2023 – pay line adjustment
- C) Effective October 1, 2024
- Z) Effective October 1, 2024 – wage adjustment
- D) Effective October 1, 2025

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, 2021	136,493	142,103	147,722	153,341	158,957	164,578	170,200	175,812
A) October 1, 2022	141,270	147,077	152,892	158,708	164,520	170,338	176,157	181,965
X) October 1, 2022 – wage adjustment	143,036	148,915	154,803	160,692	166,577	172,467	178,359	184,240
B) October 1, 2023	147,327	153,382	159,447	165,513	171,574	177,641	183,710	189,767
Y) October 1, 2023 – pay line adjustment	148,064	154,149	160,244	166,341	172,432	178,529	184,629	190,716
C) October 1, 2024	151,025	157,232	163,449	169,668	175,881	182,100	188,322	194,530
Z) October 1, 2024 – wage adjustment	151,403	157,625	163,858	170,092	176,321	182,555	188,793	195,016
D) October 1, 2025	154,431	160,778	167,135	173,494	179,847	186,206	192,569	198,916

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, 2021	168,717	174,566	180,417	186,266	192,337	198,157
A) October 1, 2022	174,622	180,676	186,732	192,785	199,069	205,092
X) October 1, 2022 – wage adjustment	176,805	182,934	189,066	195,195	201,557	207,656
B) October 1, 2023	182,109	188,422	194,738	201,051	207,604	213,886
Y) October 1, 2023 – pay line adjustment	183,020	189,364	195,712	202,056	208,642	214,955
C) October 1, 2024	186,680	193,151	199,626	206,097	212,815	219,254
Z) October 1, 2024 – wage adjustment	187,147	193,634	200,125	206,612	213,347	219,802
D) October 1, 2025	190,890	197,507	204,128	210,744	217,614	224,198

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

Effective date	Step 1	Step 2	Step 3	Step 4
\$) October 1, 2021	192,630	199,419	205,909	212,134
A) October 1, 2022	199,372	206,399	213,116	219,559
X) October 1, 2022 – wage adjustment	201,864	208,979	215,780	222,303

B) October 1, 2023	207,920	215,248	222,253	228,972
Y) October 1, 2023 – pay line adjustment	208,960	216,324	223,364	230,117
C) October 1, 2024	213,139	220,650	227,831	234,719
Z) October 1, 2024 – wage adjustment	213,672	221,202	228,401	235,306
D) October 1, 2025	217,945	225,626	232,969	240,012

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

Effective date	Step 1	Step 2	Step 3	Step 4
\$) October 1, 2021	213,694	220,719	227,570	234,146
A) October 1, 2022	221,173	228,444	235,535	242,341
X) October 1, 2022 – wage adjustment	223,938	231,300	238,479	245,370
B) October 1, 2023	230,656	238,239	245,633	252,731
Y) October 1, 2023 – pay line adjustment	231,809	239,430	246,861	253,995
C) October 1, 2024	236,445	244,219	251,798	259,075
Z) October 1, 2024 – wage adjustment	237,036	244,830	252,427	259,723
D) October 1, 2025	241,777	249,727	257,476	264,917

Medical Specialist Sub-Group

MD-MSP-1: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3
\$) October 1, 2021	199,093	205,300	212,364
A) October 1, 2022	206,061	212,486	219,797
X) October 1, 2022 – wage adjustment	208,637	215,142	222,544
B) October 1, 2023	214,896	221,596	229,220
Y) October 1, 2023 – pay line adjustment	215,970	222,704	230,366
C) October 1, 2024	220,289	227,158	234,973
Z) October 1, 2024 – wage adjustment	220,840	227,726	235,560
D) October 1, 2025	225,257	232,281	240,271

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

Effective date	Step 1	Step 2	Step 3
\$) October 1, 2021	222,095	228,368	235,504
A) October 1, 2022	229,868	236,361	243,747
X) October 1, 2022 – wage adjustment	232,741	239,316	246,794
B) October 1, 2023	239,723	246,495	254,198
Y) October 1, 2023 – pay line adjustment	240,922	247,727	255,469
C) October 1, 2024	245,740	252,682	260,578
Z) October 1, 2024 – wage adjustment	246,354	253,314	261,229
D) October 1, 2025	251,281	258,380	266,454

Rates of pay will change within one hundred and eighty (180) days after the signing of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix “BB,” as a lump-sum payment. In particular:

- a. Year 1 (2022) increases (that is, “A” and “X”): paid as a retroactive lump-sum payment equal to a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 4.794% of October 1, 2021, rates.
- b. Year 2 (2023) increases (that is, “B” and “Y”): paid as a retroactive lump-sum payment equal to the Year 1 increases plus a 3.00% economic increase and a 0.50% pay line adjustment for a compounded total increase of 8.477% of October 1, 2021, rates.
- c. Year 3 (2024) increases (that is, “C” and “Z”): paid as a retroactive lump-sum payment equal to the Year 1 and 2 increases plus a 2.00% economic increase and a 0.25% wage adjustment for a compounded total increase of 10.923% of October 1, 2021, rates.

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 April 9, 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, X, B, Y, C, Z 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, 2021
- A) Effective October 1, 2022
- X) Effective October 1, 2022 – wage adjustment
- B) Effective October 1, 2023
- Y) Effective October 1, 2023 – pay line adjustment
- C) Effective October 1, 2024
- Z) Effective October 1, 2024 – wage adjustment
- R) Effective within one hundred and eighty (180) days of signing – restructure
- D) Effective October 1, 2025

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	Step 9
\$) October 1, 2021	73,855	75,716	77,693	79,694	81,694	83,784	85,964	88,147	N/A
A) October 1, 2022	76,440	78,366	80,412	82,483	84,553	86,716	88,973	91,232	N/A
X) October 1, 2022 – wage adjustment	77,396	79,346	81,417	83,514	85,610	87,800	90,085	92,372	N/A
B) October 1, 2023	79,718	81,726	83,860	86,019	88,178	90,434	92,788	95,143	N/A
Y) October 1, 2023 – pay line adjustment	80,117	82,135	84,279	86,449	88,619	90,886	93,252	95,619	N/A
C) October 1, 2024	81,719	83,778	85,965	88,178	90,391	92,704	95,117	97,531	N/A
Z) October 1, 2024 – wage adjustment	81,923	83,987	86,180	88,398	90,617	92,936	95,355	97,775	N/A
R) Within 180 days of signing – restructure	81,923	83,987	86,180	88,398	90,617	92,936	95,355	97,775	100,258
D) October 1, 2025	83,561	85,667	87,904	90,166	92,429	94,795	97,262	99,731	102,264

ND-DIT-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, 2021	82,868	85,082	87,309	89,857	92,279	94,701	N/A
A) October 1, 2022	85,768	88,060	90,365	93,002	95,509	98,016	N/A
X) October 1, 2022 – wage adjustment	86,840	89,161	91,495	94,165	96,703	99,241	N/A
B) October 1, 2023	89,445	91,836	94,240	96,990	99,604	102,218	N/A
Y) October 1, 2023 – pay line adjustment	89,892	92,295	94,711	97,475	100,102	102,729	N/A
C) October 1, 2024	91,690	94,141	96,605	99,425	102,104	104,784	N/A
Z) October 1, 2024 – wage adjustment	91,919	94,376	96,847	99,674	102,359	105,046	N/A
R) Within 180 days of signing – restructure	91,919	94,376	96,847	99,674	102,359	105,046	107,809
D) October 1, 2025	93,757	96,264	98,784	101,667	104,406	107,147	109,965

ND-DIT-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, 2021	89,131	91,527	94,154	96,746	99,451	102,152	N/A
A) October 1, 2022	92,251	94,730	97,449	100,132	102,932	105,727	N/A
X) October 1, 2022 – wage adjustment	93,404	95,914	98,667	101,384	104,219	107,049	N/A
B) October 1, 2023	96,206	98,791	101,627	104,426	107,346	110,260	N/A
Y) October 1, 2023 – pay line adjustment	96,687	99,285	102,135	104,948	107,883	110,811	N/A
C) October 1, 2024	98,621	101,271	104,178	107,047	110,041	113,027	N/A
Z) October 1, 2024 – wage adjustment	98,868	101,524	104,438	107,315	110,316	113,310	N/A
R) Within 180 days of signing – restructure	98,868	101,524	104,438	107,315	110,316	113,310	116,381
D) October 1, 2025	100,845	103,554	106,527	109,461	112,522	115,576	118,708

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2021	102,080	104,889	107,707	110,517	113,329	116,143	N/A
A) October 1, 2022	105,653	108,560	111,477	114,385	117,296	120,208	N/A
X) October 1, 2022 – wage adjustment	106,974	109,917	112,870	115,815	118,762	121,711	N/A
B) October 1, 2023	110,183	113,215	116,256	119,289	122,325	125,362	N/A
Y) October 1, 2023 – pay line adjustment	110,734	113,781	116,837	119,885	122,937	125,989	N/A
C) October 1, 2024	112,949	116,057	119,174	122,283	125,396	128,509	N/A
Z) October 1, 2024 – wage adjustment	113,231	116,347	119,472	122,589	125,709	128,830	N/A
R) Within 180 days of signing – restructure	113,231	116,347	119,472	122,589	125,709	128,830	132,025
D) October 1, 2025	115,496	118,674	121,861	125,041	128,223	131,407	134,665

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	Step 7
\$) October 1, 2021	76,644	79,008	81,602	84,168	86,839	89,508	N/A
A) October 1, 2022	79,327	81,773	84,458	87,114	89,878	92,641	N/A
X) October 1, 2022 – wage adjustment	80,319	82,795	85,514	88,203	91,001	93,799	N/A
B) October 1, 2023	82,729	85,279	88,079	90,849	93,731	96,613	N/A
Y) October 1, 2023 – pay line adjustment	83,143	85,705	88,519	91,303	94,200	97,096	N/A
C) October 1, 2024	84,806	87,419	90,289	93,129	96,084	99,038	N/A
Z) October 1, 2024 – wage adjustment	85,018	87,638	90,515	93,362	96,324	99,286	N/A
R) Within 180 days of signing – restructure	85,018	87,638	90,515	93,362	96,324	99,286	102,344

D) October 1, 2025	86,718	89,391	92,325	95,229	98,250	101,272	104,391
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ND-ADV-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, 2021	86,576	89,613	92,641	95,672	98,842	102,017	N/A
A) October 1, 2022	89,606	92,749	95,883	99,021	102,301	105,588	N/A
X) October 1, 2022 – wage adjustment	90,726	93,908	97,082	100,259	103,580	106,908	N/A
B) October 1, 2023	93,448	96,725	99,994	103,267	106,687	110,115	N/A
Y) October 1, 2023 – pay line adjustment	93,915	97,209	100,494	103,783	107,220	110,666	N/A
C) October 1, 2024	95,793	99,153	102,504	105,859	109,364	112,879	N/A
Z) October 1, 2024 – wage adjustment	96,032	99,401	102,760	106,124	109,637	113,161	N/A
R) Within 180 days of signing – restructure	96,032	99,401	102,760	106,124	109,637	113,161	116,793
D) October 1, 2025	97,953	101,389	104,815	108,246	111,830	115,424	119,129

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
) October 1, 2021	96,716	100,384	104,053	107,707	111,366	114,362	117,361	N/A
A) October 1, 2022	100,101	103,897	107,695	111,477	115,264	118,365	121,469	N/A
X) October 1, 2022 – wage adjustment	101,352	105,196	109,041	112,870	116,705	119,845	122,987	N/A
B) October 1, 2023	104,393	108,352	112,312	116,256	120,206	123,440	126,677	N/A
Y) October 1, 2023 – pay line adjustment	104,915	108,894	112,874	116,837	120,807	124,057	127,310	N/A
C) October 1, 2024	107,013	111,072	115,131	119,174	123,223	126,538	129,856	N/A
Z) October 1, 2024 – wage adjustment	107,281	111,350	115,419	119,472	123,531	126,854	130,181	N/A
R) Within 180 days of signing – restructure	107,281	111,350	115,419	119,472	123,531	126,854	130,181	133,592
D) October 1, 2025	109,427	113,577	117,727	121,861	126,002	129,391	132,785	136,264

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	Step 7
) October 1, 2021	76,986	78,949	80,928	82,991	85,134	87,283	N/A
A) October 1, 2022	79,681	81,712	83,760	85,896	88,114	90,338	N/A
X) October 1, 2022 – wage adjustment	80,677	82,733	84,807	86,970	89,215	91,467	N/A
B) October 1, 2023	83,097	85,215	87,351	89,579	91,891	94,211	N/A
Y) October 1, 2023 – pay line adjustment	83,512	85,641	87,788	90,027	92,350	94,682	N/A
C) October 1, 2024	85,182	87,354	89,544	91,828	94,197	96,576	N/A
Z) October 1, 2024 – wage adjustment	85,395	87,572	89,768	92,058	94,432	96,817	N/A

R) Within 180 days of signing – restructure	85,395	87,572	89,768	92,058	94,432	96,817	99,266
D) October 1, 2025	87,103	89,323	91,563	93,899	96,321	98,753	101,252

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	Step 8
Y) October 1, 2021	82,086	84,370	86,673	88,973	91,358	93,678	95,998	N/A
A) October 1, 2022	84,959	87,323	89,707	92,087	94,556	96,957	99,358	N/A
X) October 1, 2022 – wage adjustment	86,021	88,415	90,828	93,238	95,738	98,169	100,600	N/A
B) October 1, 2023	88,602	91,067	93,553	96,035	98,610	101,114	103,618	N/A
Y) October 1, 2023 – pay line adjustment	89,045	91,522	94,021	96,515	99,103	101,620	104,136	N/A
C) October 1, 2024	90,826	93,352	95,901	98,445	101,085	103,652	106,219	N/A
Z) October 1, 2024 – wage adjustment	91,053	93,585	96,141	98,691	101,338	103,911	106,485	N/A
R) Within 180 days of signing – restructure	91,053	93,585	96,141	98,691	101,338	103,911	106,485	109,126
D) October 1, 2025	92,874	95,457	98,064	100,665	103,365	105,989	108,615	111,308

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	Step 8
Y) October 1, 2021	89,724	92,254	94,776	97,401	100,129	102,730	105,331	N/A
A) October 1, 2022	92,864	95,483	98,093	100,810	103,634	106,326	109,018	N/A
X) October 1, 2022 – wage adjustment	94,025	96,677	99,319	102,070	104,929	107,655	110,381	N/A
B) October 1, 2023	96,846	99,577	102,299	105,132	108,077	110,885	113,692	N/A
Y) October 1, 2023 – pay line adjustment	97,330	100,075	102,810	105,658	108,617	111,439	114,260	N/A
C) October 1, 2024	99,277	102,077	104,866	107,771	110,789	113,668	116,545	N/A
Z) October 1, 2024 – wage adjustment	99,525	102,332	105,128	108,040	111,066	113,952	116,836	N/A
R) Within 180 days of signing – restructure	99,525	102,332	105,128	108,040	111,066	113,952	116,836	119,792
D) October 1, 2025	101,516	104,379	107,231	110,201	113,287	116,231	119,173	122,188

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Y) October 1, 2021	101,043	104,211	107,362	110,508	113,774	117,038	N/A
A) October 1, 2022	104,580	107,858	111,120	114,376	117,756	121,134	N/A
X) October 1, 2022 – wage adjustment	105,887	109,206	112,509	115,806	119,228	122,648	N/A
B) October 1, 2023	109,064	112,482	115,884	119,280	122,805	126,327	N/A
Y) October 1, 2023 – pay line adjustment	109,609	113,044	116,463	119,876	123,419	126,959	N/A
C) October 1, 2024	111,801	115,305	118,792	122,274	125,887	129,498	N/A
Z) October 1, 2024 – wage adjustment	112,081	115,593	119,089	122,580	126,202	129,822	N/A

R) Within 180 days of signing – restructure	112,081	115,593	119,089	122,580	126,202	129,822	133,548
D) October 1, 2025	114,323	117,905	121,471	125,032	128,726	132,418	136,219

Rates of pay will change within one hundred and eighty (180) days after the signing of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix “BB,” as a lump-sum payment. In particular:

- a. Year 1 (2022) increases (that is, “A” and “X”): paid as a retroactive lump-sum payment equal to a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 4.794% of October 1, 2021, rates.
- b. Year 2 (2023) increases (that is, “B” and “Y”): paid as a retroactive lump-sum payment equal to the Year 1 increases plus a 3.00% economic increase and a 0.50% pay line adjustment for a compounded total increase of 8.477% of October 1, 2021, rates.
- c. Year 3 (2024) increases (that is, “C” and “Z”): paid as a retroactive lump-sum payment equal to the Year 1 and 2 increases plus a 2.00% economic increase and a 0.25% wage adjustment for a compounded total increase of 10.923% of October 1, 2021, rates.

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.

**

3. Within one hundred and eighty (180) days of the signing of the collective agreement, on the date of the restructure:
 - a. Employees at the following levels:
 1. ND-DIT level 1 who have been at step 8 for at least twelve (12) months, will move to the new maximum Step 9.
 2. ND-DIT levels 2 to 4 who have been at step 6 for at least twelve (12) months, will move to the new maximum step 7.
 3. ND-ADV levels 1 and 2 who have been at step 6 for at least twelve (12) months, will move to the new maximum step 7.
 4. ND-ADV level 3 who have been at step 7 for at least twelve (12) months, will move to the new maximum step 8.
 5. ND-HME levels 1 and 4 who have been at step 6 for at least twelve (12) months, will move to the new maximum step 7.

6. ND-HME levels 2 and 3 who have been at step 7 for at least twelve (12) months, will move to the new maximum step 8
- b. For employees who moved in the pay scale on the date of restructure, the twelve (12) month-pay increment period will be calculated starting on the date of restructure for all employees.

Pay adjustment administration

4. 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, X, B, Y, C, Z, R and D scales of rates shown immediately below the employee's former rate of pay.

Rate of pay on appointment

5.
 - 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, 2021
- A) Effective October 1, 2022
- X) Effective October 1, 2022 – wage adjustment
- B) Effective October 1, 2023
- Y) Effective October 1, 2023 – pay line adjustment
- C) Effective October 1, 2024
- Z) Effective October 1, 2024 – wage adjustment
- D) Effective October 1, 2025

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
\$) October 1, 2021	84,105	86,281	88,521	90,768	93,014	95,251	97,500	99,747
A) October 1, 2022	87,049	89,301	91,619	93,945	96,269	98,585	100,913	103,238
X) October 1, 2022 – wage adjustment	88,137	90,417	92,764	95,119	97,472	99,817	102,174	104,528
B) October 1, 2023	90,781	93,130	95,547	97,973	100,396	102,812	105,239	107,664
Y) October 1, 2023 – pay line adjustment	91,235	93,596	96,025	98,463	100,898	103,326	105,765	108,202
C) October 1, 2024	93,060	95,468	97,946	100,432	102,916	105,393	107,880	110,366
Z) October 1, 2024 – wage adjustment	93,293	95,707	98,191	100,683	103,173	105,656	108,150	110,642
D) October 1, 2025	95,159	97,621	100,155	102,697	105,236	107,769	110,313	112,855

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
\$) October 1, 2021	89,243	91,610	94,058	96,506	98,963	101,410	103,862	106,319
A) October 1, 2022	92,367	94,816	97,350	99,884	102,427	104,959	107,497	110,040
X) October 1, 2022 – wage adjustment	93,522	96,001	98,567	101,133	103,707	106,271	108,841	111,416
B) October 1, 2023	96,328	98,881	101,524	104,167	106,818	109,459	112,106	114,758
Y) October 1, 2023 – pay line adjustment	96,810	99,375	102,032	104,688	107,352	110,006	112,667	115,332
C) October 1, 2024	98,746	101,363	104,073	106,782	109,499	112,206	114,920	117,639
Z) October 1, 2024 – wage adjustment	98,993	101,616	104,333	107,049	109,773	112,487	115,207	117,933
D) October 1, 2025	100,973	103,648	106,420	109,190	111,968	114,737	117,511	120,292

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2021	94,778	97,342	99,996	102,652	105,300	107,953	110,611	113,265
A) October 1, 2022	98,095	100,749	103,496	106,245	108,986	111,731	114,482	117,229
X) October 1, 2022 – wage adjustment	99,321	102,008	104,790	107,573	110,348	113,128	115,913	118,694
B) October 1, 2023	102,301	105,068	107,934	110,800	113,658	116,522	119,390	122,255

Y) October 1, 2023 – pay line adjustment	102,813	105,593	108,474	111,354	114,226	117,105	119,987	122,866
C) October 1, 2024	104,869	107,705	110,643	113,581	116,511	119,447	122,387	125,323
Z) October 1, 2024 – wage adjustment	105,131	107,974	110,920	113,865	116,802	119,746	122,693	125,636
D) October 1, 2025	107,234	110,133	113,138	116,142	119,138	122,141	125,147	128,149

Rates of pay will change within one hundred and eighty (180) days after the signing of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix “BB,” as a lump-sum payment. In particular:

- a. Year 1 (2022) increases (that is, “A” and “X”): paid as a retroactive lump-sum payment equal to a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 4.794% of October 1, 2021, rates.
- b. Year 2 (2023) increases (that is, “B” and “Y”): paid as a retroactive lump-sum payment equal to the Year 1 increases plus a 3.00% economic increase and a 0.50% pay line adjustment for a compounded total increase of 8.477% of October 1, 2021, rates.
- c. Year 3 (2024) increases (that is, “C” and “Z”): paid as a retroactive lump-sum payment equal to the Year 1 and 2 increases plus a 2.00% economic increase and a 0.25% wage adjustment for a compounded total increase of 10.923% of October 1, 2021, rates.

Pay notes

Pay increment for full-time and part-time employees

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

Pay adjustment administration

3. All employees being paid in the OP levels 1 to 3 scale of rates shall, on the relevant effective dates in Appendix “A,” be paid in the A, X, B, Y, C, Z 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:
 - 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)**Table legend**

- \$) Effective October 1, 2021
- A) Effective October 1, 2022
- X) Effective October 1, 2022 – wage adjustment
- B) Effective October 1, 2023
- Y) Effective October 1, 2023 – pay line adjustment
- C) Effective October 1, 2024
- Z) Effective October 1, 2024 – wage adjustment
- R) Effective within one hundred and eighty (180) days of signing – restructure
- D) Effective October 1, 2025

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2021	91,423	94,484	97,650	100,815	103,983	N/A
A) October 1, 2022	94,623	97,791	101,068	104,344	107,622	N/A
X) October 1, 2022 – wage adjustment	95,806	99,013	102,331	105,648	108,967	N/A
B) October 1, 2023	98,680	101,983	105,401	108,817	112,236	N/A
Y) October 1, 2023 – pay line adjustment	99,173	102,493	105,928	109,361	112,797	N/A
C) October 1, 2024	101,156	104,543	108,047	111,548	115,053	N/A
Z) October 1, 2024 – wage adjustment	101,409	104,804	108,317	111,827	115,341	N/A
R) Within 180 days of signing – restructure	101,409	104,804	108,317	111,827	115,341	118,963
D) October 1, 2025	103,437	106,900	110,483	114,064	117,648	121,342

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2021	98,320	102,250	106,596	110,944	115,290	N/A
A) October 1, 2022	101,761	105,829	110,327	114,827	119,325	N/A
X) October 1, 2022 – wage adjustment	103,033	107,152	111,706	116,262	120,817	N/A
B) October 1, 2023	106,124	110,367	115,057	119,750	124,442	N/A
Y) October 1, 2023 – pay line adjustment	106,655	110,919	115,632	120,349	125,064	N/A
C) October 1, 2024	108,788	113,137	117,945	122,756	127,565	N/A
Z) October 1, 2024 – wage adjustment	109,060	113,420	118,240	123,063	127,884	N/A
R) Within 180 days of signing – restructure	109,060	113,420	118,240	123,063	127,884	132,897
D) October 1, 2025	111,241	115,688	120,605	125,524	130,442	135,555

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2021	108,775	113,128	117,652	122,176	126,702	N/A
A) October 1, 2022	112,582	117,087	121,770	126,452	131,137	N/A
X) October 1, 2022 – wage adjustment	113,989	118,551	123,292	128,033	132,776	N/A
B) October 1, 2023	117,409	122,108	126,991	131,874	136,759	N/A
Y) October 1, 2023 – pay line adjustment	117,996	122,719	127,626	132,533	137,443	N/A
C) October 1, 2024	120,356	125,173	130,179	135,184	140,192	N/A
Z) October 1, 2024 – wage adjustment	120,657	125,486	130,504	135,522	140,542	N/A
R) Within 180 days of signing – restructure	120,657	125,486	130,504	135,522	140,542	145,742
D) October 1, 2025	123,070	127,996	133,114	138,232	143,353	148,657

Rates of pay will change within one hundred and eighty (180) days after the signing of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix “BB,” as a lump-sum payment. In particular:

- a. Year 1 (2022) increases (that is, “A” and “X”): paid as a retroactive lump-sum payment equal to a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 4.794% of October 1, 2021, rates.
- b. Year 2 (2023) increases (that is, “B” and “Y”): paid as a retroactive lump-sum payment equal to the Year 1 increases plus a 3.00% economic increase and a 0.50% pay line adjustment for a compounded total increase of 8.477% of October 1, 2021, rates.
- c. Year 3 (2024) increases (that is, “C” and “Z”): paid as a retroactive lump-sum payment equal to the Year 1 and 2 increases plus a 2.00% economic increase and a 0.25% wage adjustment for a compounded total increase of 10.923% of October 1, 2021, rates.

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 April 20, 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.

**

3. Within one hundred and eighty (180) days of the signing of the collective agreement, on the date of the restructure:

- a. Employees at the PH levels 1 to 3 who have been at step 5 for at least twelve (12) months, will move to the new maximum step 6.
- b. For employees who moved in the pay scale on the date of restructure, the twelve (12) month-pay increment period will be calculated starting on the date of restructure for all employees.

Pay adjustment administration

4. All employees being paid in the PH levels 1 to 3 scale of rates shall, on the relevant effective dates in Appendix "A," be paid in the A, X, B, Y, C, Z, R 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, 2021
- A) Effective October 1, 2022
- X) Effective October 1, 2022 – wage adjustment
- B) Effective October 1, 2023
- C) Effective October 1, 2024
- Y) Effective October 1, 2024 – market adjustment
- Z) Effective October 1, 2024 – wage adjustment
- D) Effective October 1, 2025

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, 2021	54,551	56,939	59,323	61,705	64,095	66,476	68,869
A) October 1, 2022	56,460	58,932	61,399	63,865	66,338	68,803	71,279
X) October 1, 2022 – wage adjustment	57,166	59,669	62,166	64,663	67,167	69,663	72,170
B) October 1, 2023	58,881	61,459	64,031	66,603	69,182	71,753	74,335
C) October 1, 2024	60,059	62,688	65,312	67,935	70,566	73,188	75,822
Y) October 1, 2024 – market adjustment	65,614	68,487	71,353	74,219	77,093	79,958	82,836
Z) October 1, 2024 – wage adjustment	65,778	68,658	71,531	74,405	77,286	80,158	83,043
D) October 1, 2025	67,094	70,031	72,962	75,893	78,832	81,761	84,704

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2021	70,351	73,328	76,318	79,294	82,281	85,266
A) October 1, 2022	72,813	75,894	78,989	82,069	85,161	88,250
X) October 1, 2022 – wage adjustment	73,723	76,843	79,976	83,095	86,226	89,353
B) October 1, 2023	75,935	79,148	82,375	85,588	88,813	92,034
C) October 1, 2024	77,454	80,731	84,023	87,300	90,589	93,875
Y) October 1, 2024 – market adjustment	84,618	88,199	91,795	95,375	98,968	102,558
Z) October 1, 2024 – wage adjustment	84,830	88,419	92,024	95,613	99,215	102,814
D) October 1, 2025	86,527	90,187	93,864	97,525	101,199	104,870

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2021	85,917	89,473	93,023	96,590	100,165
A) October 1, 2022	88,924	92,605	96,279	99,971	103,671
X) October 1, 2022 – wage adjustment	90,036	93,763	97,482	101,221	104,967
B) October 1, 2023	92,737	96,576	100,406	104,258	108,116

C) October 1, 2024	94,592	98,508	102,414	106,343	110,278
Y) October 1, 2024 – market adjustment	103,342	107,620	111,887	116,180	120,479
Z) October 1, 2024 – wage adjustment	103,600	107,889	112,167	116,470	120,780
D) October 1, 2025	105,672	110,047	114,410	118,799	123,196

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
) October 1, 2021	96,661	100,732	104,808	108,882	112,957
A) October 1, 2022	100,044	104,258	108,476	112,693	116,910
X) October 1, 2022 – wage adjustment	101,295	105,561	109,832	114,102	118,371
B) October 1, 2023	104,334	108,728	113,127	117,525	121,922
C) October 1, 2024	106,421	110,903	115,390	119,876	124,360
Y) October 1, 2024 – market adjustment	116,265	121,162	126,064	130,965	135,863
Z) October 1, 2024 – wage adjustment	116,556	121,465	126,379	131,292	136,203
D) October 1, 2025	118,887	123,894	128,907	133,918	138,927

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
) October 1, 2021	108,379	113,012	117,644	122,058	126,357
A) October 1, 2022	112,172	116,967	121,762	126,330	130,779
X) October 1, 2022 – wage adjustment	113,574	118,429	123,284	127,909	132,414
B) October 1, 2023	116,981	121,982	126,983	131,746	136,386
C) October 1, 2024	119,321	124,422	129,523	134,381	139,114
Y) October 1, 2024 – market adjustment	130,358	135,931	141,504	146,811	151,982
Z) October 1, 2024 – wage adjustment	130,684	136,271	141,858	147,178	152,362
D) October 1, 2025	133,298	138,996	144,695	150,122	155,409

Rates of pay will change within one hundred and eighty (180) days after the signing of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix “BB,” as a lump-sum payment. In particular:

- a. Year 1 (2022) increases (that is, “A” and “X”): paid as a retroactive lump-sum payment equal to a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 4.794% of October 1, 2021, rates.
- b. Year 2 (2023) increase (that is, “B”): paid as a retroactive lump-sum payment equal to the Year 1 increases plus a 3.00% economic increase for a compounded total increase of 7.938% of October 1, 2021, rates.
- c. Year 3 (2024) increases (that is, “C,” “Y” and “Z”): paid as a retroactive lump-sum payment equal to the Year 1 and 2 increases plus a 2.00% economic increase, a 9.25%

market adjustment, and a 0.25% wage adjustment for a compounded total increase of 20.581% of October 1, 2021, rates.

Pay notes

Pay increment for full-time and part-time employees

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

Pay adjustment administration

3. All employees being paid in the PS levels 1 to 5 scale of rates shall, on the relevant effective dates in Appendix "A," be paid in the A, X, B, C, Y, Z 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, 2021
- A) Effective October 1, 2022
- X) Effective October 1, 2022 – wage adjustment
- B) Effective October 1, 2023
- Y) Effective October 1, 2023 – pay line adjustment
- C) Effective October 1, 2024
- Z) Effective October 1, 2024 – wage adjustment
- R) Effective within one hundred and eighty (180) days of signing – restructure
- D) Effective October 1, 2025

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
\$) October 1, 2021	56,398	58,676	60,962	63,245	65,528	67,813
A) October 1, 2022	58,372	60,730	63,096	65,459	67,821	70,186
X) October 1, 2022 – wage adjustment	59,102	61,489	63,885	66,277	68,669	71,063
B) October 1, 2023	60,875	63,334	65,802	68,265	70,729	73,195
Y) October 1, 2023 – pay line adjustment	61,179	63,651	66,131	68,606	71,083	73,561
C) October 1, 2024	62,403	64,924	67,454	69,978	72,505	75,032
Z) October 1, 2024 – wage adjustment	62,559	65,086	67,623	70,153	72,686	75,220
R) Within 180 days of signing – restructure	62,559	65,086	67,623	70,153	72,686	75,220
D) October 1, 2025	63,810	66,388	68,975	71,556	74,140	76,724

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

Effective date	Step 7	Step 8	Step 9
\$) October 1, 2021	70,097	N/A	N/A
A) October 1, 2022	72,550	N/A	N/A
X) October 1, 2022 – wage adjustment	73,457	N/A	N/A
B) October 1, 2023	75,661	N/A	N/A
Y) October 1, 2023 – pay line adjustment	76,039	N/A	N/A
C) October 1, 2024	77,560	N/A	N/A
Z) October 1, 2024 – wage adjustment	77,754	N/A	N/A
R) Within 180 days of signing – restructure	77,754	80,374	83,083
D) October 1, 2025	79,309	81,982	84,745

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
\$) October 1, 2021	73,744	76,024	78,303	80,589	82,873	85,157
A) October 1, 2022	76,325	78,685	81,044	83,410	85,774	88,137
X) October 1, 2022 – wage adjustment	77,279	79,669	82,057	84,453	86,846	89,239
B) October 1, 2023	79,597	82,059	84,519	86,987	89,451	91,916

Y) October 1, 2023 – pay line adjustment	79,995	82,469	84,942	87,422	89,898	92,376
C) October 1, 2024	81,595	84,118	86,641	89,170	91,696	94,224
Z) October 1, 2024 – wage adjustment	81,799	84,328	86,858	89,393	91,925	94,460
R) Within 180 days of signing – restructure	81,799	84,328	86,858	89,393	91,925	94,460
D) October 1, 2025	83,435	86,015	88,595	91,181	93,764	96,349

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

Effective date	Step 7	Step 8	Step 9
\$) October 1, 2021	87,440	N/A	N/A
A) October 1, 2022	90,500	N/A	N/A
X) October 1, 2022 – wage adjustment	91,631	N/A	N/A
B) October 1, 2023	94,380	N/A	N/A
Y) October 1, 2023 – pay line adjustment	94,852	N/A	N/A
C) October 1, 2024	96,749	N/A	N/A
Z) October 1, 2024 – wage adjustment	96,991	N/A	N/A
R) Within 180 days of signing – restructure	96,991	99,590	102,259
D) October 1, 2025	98,931	101,582	104,305

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, 2021	62,275	64,806	67,340	69,871	72,400	74,931
A) October 1, 2022	64,455	67,074	69,697	72,316	74,934	77,554
X) October 1, 2022 – wage adjustment	65,261	67,912	70,568	73,220	75,871	78,523
B) October 1, 2023	67,219	69,949	72,685	75,417	78,147	80,879
Y) October 1, 2023 – pay line adjustment	67,555	70,299	73,048	75,794	78,538	81,283
C) October 1, 2024	68,906	71,705	74,509	77,310	80,109	82,909
Z) October 1, 2024 – wage adjustment	69,078	71,884	74,695	77,503	80,309	83,116
R) Within 180 days of signing – restructure	69,078	71,884	74,695	77,503	80,309	83,116
D) October 1, 2025	70,460	73,322	76,189	79,053	81,915	84,778

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

Effective date	Step 7	Step 8
\$) October 1, 2021	N/A	N/A
A) October 1, 2022	N/A	N/A
X) October 1, 2022 – wage adjustment	N/A	N/A
B) October 1, 2023	N/A	N/A
Y) October 1, 2023 – pay line adjustment	N/A	N/A
C) October 1, 2024	N/A	N/A
Z) October 1, 2024 – wage adjustment	N/A	N/A
R) Within 180 days of signing – restructure	86,025	89,036
D) October 1, 2025	87,746	90,817

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, 2021	76,319	78,843	81,383	83,914	86,436	88,973
A) October 1, 2022	78,990	81,603	84,231	86,851	89,461	92,087
X) October 1, 2022 – wage adjustment	79,977	82,623	85,284	87,937	90,579	93,238
B) October 1, 2023	82,376	85,102	87,843	90,575	93,296	96,035
Y) October 1, 2023 – pay line adjustment	82,788	85,528	88,282	91,028	93,762	96,515
C) October 1, 2024	84,444	87,239	90,048	92,849	95,637	98,445
Z) October 1, 2024 – wage adjustment	84,655	87,457	90,273	93,081	95,876	98,691
R) Within 180 days of signing – restructure	84,655	87,457	90,273	93,081	95,876	98,691
D) October 1, 2025	86,348	89,206	92,078	94,943	97,794	100,665

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

Effective date	Step 7	Step 8
\$) October 1, 2021	N/A	N/A
A) October 1, 2022	N/A	N/A
X) October 1, 2022 – wage adjustment	N/A	N/A
B) October 1, 2023	N/A	N/A
Y) October 1, 2023 – pay line adjustment	N/A	N/A
C) October 1, 2024	N/A	N/A
Z) October 1, 2024 – wage adjustment	N/A	N/A
R) Within 180 days of signing – restructure	101,593	104,579
D) October 1, 2025	103,624	106,671

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, 2021	69,686	72,527	75,365	78,213	81,061	83,901
A) October 1, 2022	72,125	75,065	78,003	80,950	83,898	86,838
X) October 1, 2022 – wage adjustment	73,027	76,003	78,978	81,962	84,947	87,923
B) October 1, 2023	75,218	78,283	81,347	84,421	87,495	90,561
Y) October 1, 2023 – pay line adjustment	75,594	78,674	81,754	84,843	87,932	91,014
C) October 1, 2024	77,106	80,247	83,389	86,540	89,691	92,834
Z) October 1, 2024 – wage adjustment	77,299	80,448	83,597	86,756	89,915	93,066
R) Within 180 days of signing – restructure	77,299	80,448	83,597	86,756	89,915	93,066
D) October 1, 2025	78,845	82,057	85,269	88,491	91,713	94,927

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

Effective date	Step 7	Step 8
\$) October 1, 2021	N/A	N/A
A) October 1, 2022	N/A	N/A
X) October 1, 2022 – wage adjustment	N/A	N/A
B) October 1, 2023	N/A	N/A
Y) October 1, 2023 – pay line adjustment	N/A	N/A
C) October 1, 2024	N/A	N/A
Z) October 1, 2024 – wage adjustment	N/A	N/A
R) Within 180 days of signing – restructure	96,323	99,695
D) October 1, 2025	98,250	101,689

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, 2021	79,595	82,437	85,274	88,122	90,969	93,806
A) October 1, 2022	82,381	85,322	88,259	91,206	94,153	97,089
X) October 1, 2022 – wage adjustment	83,411	86,389	89,362	92,346	95,330	98,303
B) October 1, 2023	85,913	88,981	92,043	95,116	98,190	101,252
Y) October 1, 2023 – pay line adjustment	86,343	89,426	92,503	95,592	98,681	101,758
C) October 1, 2024	88,070	91,215	94,353	97,504	100,655	103,793
Z) October 1, 2024 – wage adjustment	88,290	91,443	94,589	97,748	100,907	104,052
R) Within 180 days of signing – restructure	88,290	91,443	94,589	97,748	100,907	104,052
D) October 1, 2025	90,056	93,272	96,481	99,703	102,925	106,133

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

Effective date	Step 7	Step 8
\$) October 1, 2021	N/A	N/A
A) October 1, 2022	N/A	N/A
X) October 1, 2022 – wage adjustment	N/A	N/A
B) October 1, 2023	N/A	N/A
Y) October 1, 2023 – pay line adjustment	N/A	N/A
C) October 1, 2024	N/A	N/A
Z) October 1, 2024 – wage adjustment	N/A	N/A
R) Within 180 days of signing – restructure	107,298	110,646
D) October 1, 2025	109,444	112,859

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2021	85,359	88,237	91,128	94,001	97,178	100,463
A) October 1, 2022	88,347	91,325	94,317	97,291	100,579	103,979
X) October 1, 2022 – wage adjustment	89,451	92,467	95,496	98,507	101,836	105,279
B) October 1, 2023	92,135	95,241	98,361	101,462	104,891	108,437
Y) October 1, 2023 – pay line adjustment	92,596	95,717	98,853	101,969	105,415	108,979
C) October 1, 2024	94,448	97,631	100,830	104,008	107,523	111,159
Z) October 1, 2024 – wage adjustment	94,684	97,875	101,082	104,268	107,792	111,437
R) Within 180 days of signing – restructure	94,684	97,875	101,082	104,268	107,792	111,437
D) October 1, 2025	96,578	99,833	103,104	106,353	109,948	113,666

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

Effective date	Step 7	Step 8
\$) October 1, 2021	N/A	N/A
A) October 1, 2022	N/A	N/A
X) October 1, 2022 – wage adjustment	N/A	N/A
B) October 1, 2023	N/A	N/A
Y) October 1, 2023 – pay line adjustment	N/A	N/A
C) October 1, 2024	N/A	N/A

Z) October 1, 2024 – wage adjustment	N/A	N/A
R) Within 180 days of signing – restructure	115,204	119,097
D) October 1, 2025	117,508	121,479

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, 2021	94,418	97,923	101,430	104,938	108,445	111,955
A) October 1, 2022	97,723	101,350	104,980	108,611	112,241	115,873
X) October 1, 2022 – wage adjustment	98,945	102,617	106,292	109,969	113,644	117,321
B) October 1, 2023	101,913	105,696	109,481	113,268	117,053	120,841
Y) October 1, 2023 – pay line adjustment	102,423	106,224	110,028	113,834	117,638	121,445
C) October 1, 2024	104,471	108,348	112,229	116,111	119,991	123,874
Z) October 1, 2024 – wage adjustment	104,732	108,619	112,510	116,401	120,291	124,184
R) Within 180 days of signing – restructure	104,732	108,619	112,510	116,401	120,291	124,184
D) October 1, 2025	106,827	110,791	114,760	118,729	122,697	126,668

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

Effective date	Step 7	Step 8
\$) October 1, 2021	N/A	N/A
A) October 1, 2022	N/A	N/A
X) October 1, 2022 – wage adjustment	N/A	N/A
B) October 1, 2023	N/A	N/A
Y) October 1, 2023 – pay line adjustment	N/A	N/A
C) October 1, 2024	N/A	N/A
Z) October 1, 2024 – wage adjustment	N/A	N/A
R) Within 180 days of signing – restructure	128,208	132,361
D) October 1, 2025	130,772	135,009

Sub-Group: Chaplain**SW-CHA-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, 2021	59,272	61,583	63,882	66,194	68,503	N/A	N/A
A) October 1, 2022	61,347	63,738	66,118	68,511	70,901	N/A	N/A
X) October 1, 2022 – wage adjustment	62,114	64,535	66,944	69,367	71,787	N/A	N/A
B) October 1, 2023	63,977	66,471	68,952	71,448	73,941	N/A	N/A
Y) October 1, 2023 – pay line adjustment	64,297	66,803	69,297	71,805	74,311	N/A	N/A
C) October 1, 2024	65,583	68,139	70,683	73,241	75,797	N/A	N/A
Z) October 1, 2024 – wage adjustment	65,747	68,309	70,860	73,424	75,986	N/A	N/A
R) Within 180 days of signing – restructure	65,747	68,309	70,860	73,424	75,986	78,638	81,382
D) October 1, 2025	67,062	69,675	72,277	74,892	77,506	80,211	83,010

SW-CHA-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, 2021	67,464	70,105	72,749	75,397	78,034	N/A	N/A
A) October 1, 2022	69,825	72,559	75,295	78,036	80,765	N/A	N/A
X) October 1, 2022 – wage adjustment	70,698	73,466	76,236	79,011	81,775	N/A	N/A
B) October 1, 2023	72,819	75,670	78,523	81,381	84,228	N/A	N/A
Y) October 1, 2023 – pay line adjustment	73,183	76,048	78,916	81,788	84,649	N/A	N/A
C) October 1, 2024	74,647	77,569	80,494	83,424	86,342	N/A	N/A
Z) October 1, 2024 – wage adjustment	74,834	77,763	80,695	83,633	86,558	N/A	N/A
R) Within 180 days of signing – restructure	74,834	77,763	80,695	83,633	86,558	89,588	92,723
D) October 1, 2025	76,331	79,318	82,309	85,306	88,289	91,379	94,578

SW-CHA-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, 2021	78,990	81,709	84,442	87,150	89,892	N/A	N/A
A) October 1, 2022	81,755	84,569	87,397	90,200	93,038	N/A	N/A
X) October 1, 2022 – wage adjustment	82,777	85,626	88,489	91,328	94,201	N/A	N/A
B) October 1, 2023	85,260	88,195	91,144	94,068	97,027	N/A	N/A
Y) October 1, 2023 – pay line adjustment	85,686	88,636	91,600	94,538	97,512	N/A	N/A
C) October 1, 2024	87,400	90,409	93,432	96,429	99,462	N/A	N/A
Z) October 1, 2024 – wage adjustment	87,619	90,635	93,666	96,670	99,711	N/A	N/A
R) Within 180 days of signing – restructure	87,619	90,635	93,666	96,670	99,711	102,852	106,092
D) October 1, 2025	89,371	92,448	95,539	98,603	101,705	104,909	108,214

Rates of pay will change within one hundred and eighty (180) days after the signing of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix “BB,” as a lump-sum payment. In particular:

- a. Year 1 (2022) increases (that is, “A” and “X”): paid as a retroactive lump-sum payment equal to a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 4.794% of October 1, 2021, rates.
- b. Year 2 (2023) increases (that is, “B” and “Y”): paid as a retroactive lump-sum payment equal to the Year 1 increases plus a 3.00% economic increase and a 0.50% pay line adjustment for a compounded total increase of 8.477% of October 1, 2021, rates.
- c. Year 3 (2024) increases (that is, “C” and “Z”): paid as a retroactive lump-sum payment equal to the Year 1 and 2 increases plus a 2.00% economic increase and a 0.25% wage adjustment for a compounded total increase of 10.923% of October 1, 2021, rates.

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.

**

3. Within one hundred and eighty (180) days of the signing of the collective agreement, on the date of the restructure:
 - a. Employees at the SW-SCW levels 1 to 5 and at the SW-CHA levels 1 to 3 who have been at the former maximum step for at least twelve (12) months, will move to the next step.
 - b. For employees who moved in the pay scale on the date of restructure, the twelve (12) month pay increment period will be calculated starting on the date of restructure for all employees.

Pay adjustment administration

4. 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, X, B, Y, C, Z, R 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, 2021
- A) Effective October 1, 2022
- X) Effective October 1, 2022 – wage adjustment
- B) Effective October 1, 2023
- Y) Effective October 1, 2023 – pay line adjustment
- C) Effective October 1, 2024
- Z) Effective October 1, 2024 – wage adjustment
- R) Effective within one hundred and eighty (180) days of signing – restructure
- D) Effective October 1, 2025

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2021	76,373	79,487	82,577	85,692	89,123	N/A
A) October 1, 2022	79,046	82,269	85,467	88,691	92,242	N/A
X) October 1, 2022 – wage adjustment	80,034	83,297	86,535	89,800	93,395	N/A
B) October 1, 2023	82,435	85,796	89,131	92,494	96,197	N/A
Y) October 1, 2023 – pay line adjustment	82,847	86,225	89,577	92,956	96,678	N/A
C) October 1, 2024	84,504	87,950	91,369	94,815	98,612	N/A
Z) October 1, 2024 – wage adjustment	84,715	88,170	91,597	95,052	98,859	N/A
R) Within 180 days of signing – restructure	84,715	88,170	91,597	95,052	98,859	102,823
D) October 1, 2025	86,409	89,933	93,429	96,953	100,836	104,880

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2021	89,111	92,610	96,100	99,593	103,574	N/A
A) October 1, 2022	92,230	95,851	99,464	103,079	107,199	N/A
X) October 1, 2022 – wage adjustment	93,383	97,049	100,707	104,367	108,539	N/A
B) October 1, 2023	96,184	99,960	103,728	107,498	111,795	N/A
Y) October 1, 2023 – pay line adjustment	96,665	100,460	104,247	108,035	112,354	N/A
C) October 1, 2024	98,598	102,469	106,332	110,196	114,601	N/A
Z) October 1, 2024 – wage adjustment	98,844	102,725	106,598	110,471	114,888	N/A
R) Within 180 days of signing – restructure	98,844	102,725	106,598	110,471	114,888	119,484
D) October 1, 2025	100,821	104,780	108,730	112,680	117,186	121,873

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2021	98,239	102,117	106,015	109,905	114,298	N/A
A) October 1, 2022	101,677	105,691	109,726	113,752	118,298	N/A
X) October 1, 2022 – wage adjustment	102,948	107,012	111,098	115,174	119,777	N/A
B) October 1, 2023	106,036	110,222	114,431	118,629	123,370	N/A
Y) October 1, 2023 – pay line adjustment	106,566	110,773	115,003	119,222	123,987	N/A
C) October 1, 2024	108,697	112,988	117,303	121,606	126,467	N/A
Z) October 1, 2024 – wage adjustment	108,969	113,270	117,596	121,910	126,783	N/A
R) Within 180 days of signing – restructure	108,969	113,270	117,596	121,910	126,783	131,854
D) October 1, 2025	111,148	115,535	119,948	124,348	129,319	134,491

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2021	110,407	113,983	117,491	120,572	124,489	N/A
A) October 1, 2022	114,271	117,972	121,603	124,792	128,846	N/A
X) October 1, 2022 – wage adjustment	115,699	119,447	123,123	126,352	130,457	N/A
B) October 1, 2023	119,170	123,030	126,817	130,143	134,371	N/A
Y) October 1, 2023 – pay line adjustment	119,766	123,645	127,451	130,794	135,043	N/A
C) October 1, 2024	122,161	126,118	130,000	133,410	137,744	N/A
Z) October 1, 2024 – wage adjustment	122,466	126,433	130,325	133,744	138,088	N/A
R) Within 180 days of signing – restructure	122,466	126,433	130,325	133,744	138,088	142,576
D) October 1, 2025	124,915	128,962	132,932	136,419	140,850	145,427

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2021	121,019	124,503	127,990	131,476	135,424	N/A
A) October 1, 2022	125,255	128,861	132,470	136,078	140,164	N/A
X) October 1, 2022 – wage adjustment	126,821	130,472	134,126	137,779	141,916	N/A
B) October 1, 2023	130,626	134,386	138,150	141,912	146,173	N/A
Y) October 1, 2023 – pay line adjustment	131,279	135,058	138,841	142,622	146,904	N/A
C) October 1, 2024	133,905	137,759	141,618	145,474	149,842	N/A
Z) October 1, 2024 – wage adjustment	134,240	138,103	141,972	145,838	150,217	N/A
R) Within 180 days of signing – restructure	134,240	138,103	141,972	145,838	150,217	154,724
D) October 1, 2025	136,925	140,865	144,811	148,755	153,221	157,818

Rates of pay will change within one hundred and eighty (180) days after the signing of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix “BB,” as a lump-sum payment. In particular:

- a. Year 1 (2022) increases (that is, “A” and “X”): paid as a retroactive lump-sum payment equal to a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 4.794% of October 1, 2021, rates.
- b. Year 2 (2023) increases (that is, “B” and “Y”): paid as a retroactive lump-sum payment equal to the Year 1 increases plus a 3.00% economic increase and a 0.50% pay line adjustment for a compounded total increase of 8.477% of October 1, 2021, rates.
- c. Year 3 (2024) increases (that is, “C” and “Z”): paid as a retroactive lump-sum payment equal to the Year 1 and 2 increases plus a 2.00% economic increase and a 0.25% wage adjustment for a compounded total increase of 10.923% of October 1, 2021.

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.

**

3. Within one hundred and eighty (180) days of the signing of the collective agreement, on the date of the restructure:
 - a. Employees at the VM levels 1 to 5 who have been at step 5 for at least twelve (12) months, will move to the new maximum step 6.
 - b. For employees who moved in the pay scale on the date of restructure, the twelve (12) month-pay increment period will be calculated starting on the date of restructure for all employees.

Pay adjustment administration

4. 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, X, B, Y, C, Z, R 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, 2021
- A) Effective October 1, 2022
- X) Effective October 1, 2022 – wage adjustment
- B) Effective October 1, 2023
- C) Effective October 1, 2024
- Y) Effective October 1, 2024 – market adjustment
- Z) Effective October 1, 2024 – wage adjustment
- D) Effective October 1, 2025

Hospital Sub-Group (HOS) and Community Health Nursing Sub-Group (CHN)**NU-HOS-1 / NU-CHN-1: annual rates of pay (in dollars)**

Effective date	Step 1	Step 2
\$) October 1, 2021	79,037	79,989
A) October 1, 2022	81,803	82,789
X) October 1, 2022 – wage adjustment	82,826	83,824
B) October 1, 2023	85,311	86,339
C) October 1, 2024	87,017	88,066
Y) October 1, 2024 – market adjustment	90,933	92,029
Z) October 1, 2024 – wage adjustment	91,160	92,259
D) October 1, 2025	92,983	94,104

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, 2021	80,948	82,852	84,761	86,672	88,574	90,490
A) October 1, 2022	83,781	85,752	87,728	89,706	91,674	93,657
X) October 1, 2022 – wage adjustment	84,828	86,824	88,825	90,827	92,820	94,828
B) October 1, 2023	87,373	89,429	91,490	93,552	95,605	97,673
C) October 1, 2024	89,120	91,218	93,320	95,423	97,517	99,626
Y) October 1, 2024 – market adjustment	93,130	95,323	97,519	99,717	101,905	104,109
Z) October 1, 2024 – wage adjustment	93,363	95,561	97,763	99,966	102,160	104,369
D) October 1, 2025	95,230	97,472	99,718	101,965	104,203	106,456

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, 2021	81,513	83,373	85,228	87,083	88,936	90,794	92,653
A) October 1, 2022	84,366	86,291	88,211	90,131	92,049	93,972	95,896
X) October 1, 2022 – wage adjustment	85,421	87,370	89,314	91,258	93,200	95,147	97,095
B) October 1, 2023	87,984	89,991	91,993	93,996	95,996	98,001	100,008
C) October 1, 2024	89,744	91,791	93,833	95,876	97,916	99,961	102,008
Y) October 1, 2024 – market adjustment	93,782	95,922	98,055	100,190	102,322	104,459	106,598
Z) October 1, 2024 – wage adjustment	94,016	96,162	98,300	100,440	102,578	104,720	106,864
D) October 1, 2025	95,896	98,085	100,266	102,449	104,630	106,814	109,001

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, 2021	84,187	86,183	88,159	90,165	92,151	94,141	96,124	98,114
A) October 1, 2022	87,134	89,199	91,245	93,321	95,376	97,436	99,488	101,548
X) October 1, 2022 – wage adjustment	88,223	90,314	92,386	94,488	96,568	98,654	100,732	102,817
B) October 1, 2023	90,870	93,023	95,158	97,323	99,465	101,614	103,754	105,902
C) October 1, 2024	92,687	94,883	97,061	99,269	101,454	103,646	105,829	108,020
Y) October 1, 2024 – market adjustment	96,858	99,153	101,429	103,736	106,019	108,310	110,591	112,881
Z) October 1, 2024 – wage adjustment	97,100	99,401	101,683	103,995	106,284	108,581	110,867	113,163
D) October 1, 2025	99,042	101,389	103,717	106,075	108,410	110,753	113,084	115,426

NU-HOS-04s / NU-CHN-04s who are nurse practitioners will be transferred to a new NU-PRA pay grid within 180 days of signing of the collective agreement

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2021	88,197	90,453	92,708	94,967	97,216	99,482	101,740	103,995
A) October 1, 2022	91,284	93,619	95,953	98,291	100,619	102,964	105,301	107,635
X) October 1, 2022 – wage adjustment	92,425	94,789	97,152	99,520	101,877	104,251	106,617	108,980
B) October 1, 2023	95,198	97,633	100,067	102,506	104,933	107,379	109,816	112,249
C) October 1, 2024	97,102	99,586	102,068	104,556	107,032	109,527	112,012	114,494
Y) October 1, 2024 – market adjustment	101,472	104,067	106,661	109,261	111,848	114,456	117,053	119,646
Z) October 1, 2024 – wage adjustment	101,726	104,327	106,928	109,534	112,128	114,742	117,346	119,945
D) October 1, 2025	103,761	106,414	109,067	111,725	114,371	117,037	119,693	122,344

NU-HOS-05s / NU-CHN-05s who are nurse practitioners will be transferred to a new NU-PRA pay grid within 180 days of signing the collective agreement

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
) October 1, 2021	92,653	95,353	98,057	100,750	103,459	106,161	108,865	111,569
A) October 1, 2022	95,896	98,690	101,489	104,276	107,080	109,877	112,675	115,474
X) October 1, 2022 – wage adjustment	97,095	99,924	102,758	105,579	108,419	111,250	114,083	116,917
B) October 1, 2023	100,008	102,922	105,841	108,746	111,672	114,588	117,505	120,425
C) October 1, 2024	102,008	104,980	107,958	110,921	113,905	116,880	119,855	122,834
Y) October 1, 2024 – market adjustment	106,598	109,704	112,816	115,912	119,031	122,140	125,248	128,362
Z) October 1, 2024 – wage adjustment	106,864	109,978	113,098	116,202	119,329	122,445	125,561	128,683
D) October 1, 2025	109,001	112,178	115,360	118,526	121,716	124,894	128,072	131,257
NU-HOS-06s / NU-CHN-06s who are nurse practitioners will be transferred to a new NU-PRA pay grid within 180 days of signing of the collective agreement								

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
) October 1, 2021	102,256	105,342	108,432	111,514	114,598	117,683	120,764	123,848
A) October 1, 2022	105,835	109,029	112,227	115,417	118,609	121,802	124,991	128,183
X) October 1, 2022 – wage adjustment	107,158	110,392	113,630	116,860	120,092	123,325	126,553	129,785
B) October 1, 2023	110,373	113,704	117,039	120,366	123,695	127,025	130,350	133,679
C) October 1, 2024	112,580	115,978	119,380	122,773	126,169	129,566	132,957	136,353
Y) October 1, 2024 – market adjustment	117,646	121,197	124,752	128,298	131,847	135,396	138,940	142,489
Z) October 1, 2024 – wage adjustment	117,940	121,500	125,064	128,619	132,177	135,734	139,287	142,845
D) October 1, 2025	120,299	123,930	127,565	131,191	134,821	138,449	142,073	145,702
NU-HOS-07s / NU-CHN-07s who are nurse practitioners will be transferred to a new NU-PRA pay grid within 180 days of signing of the collective agreement								

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
) October 1, 2021	104,188	107,651	111,107	114,572	117,688	121,487	124,943	127,950	130,957
A) October 1, 2022	107,835	111,419	114,996	118,582	121,807	125,739	129,316	132,428	135,540
X) October 1, 2022 – wage adjustment	109,183	112,812	116,433	120,064	123,330	127,311	130,932	134,083	137,234
B) October 1, 2023	112,458	116,196	119,926	123,666	127,030	131,130	134,860	138,105	141,351
C) October 1, 2024	114,707	118,520	122,325	126,139	129,571	133,753	137,557	140,867	144,178
Y) October 1, 2024 – market adjustment	119,869	123,853	127,830	131,815	135,402	139,772	143,747	147,206	150,666
Z) October 1, 2024 – wage adjustment	120,169	124,163	128,150	132,145	135,741	140,121	144,106	147,574	151,043
D) October 1, 2025	122,572	126,646	130,713	134,788	138,456	142,923	146,988	150,525	154,064

NU-HOS-08s / NU-CHN-08s who are nurse practitioners will be transferred to a new NU-PRA pay grid within 180 days of signing of the collective agreement

Rates of pay will change within one hundred and eighty (180) days after the signing of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix “BB,” as a lump-sum payment. In particular:

- a. Year 1 (2022) increases (that is, “A” and “X”): paid as a retroactive lump-sum payment equal to a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 4.794% of October 1, 2021, rates.
- b. Year 2 (2023) increase (that is, “B”): paid as a retroactive lump-sum payment equal to the Year 1 increases plus a 3.00% economic increase for a compounded total increase of 7.938% of October 1, 2021, rates.
- c. Year 3 (2024) increases (that is, “C,” “Y” and “Z”): paid as a retroactive lump-sum payment equal to the Year 1 and 2 increases plus a 2.00% economic increase, a 4.50% market adjustment, and a 0.25% wage adjustment for a compounded total increase of 15.338% of October 1, 2021, rates.

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 8 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 April 19, 1982, to a position in the bargaining unit upon promotion, demotion or from outside the public service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to the application date above, remains unchanged.

**

Pay adjustment administration

4. All employees being paid in the NU-HOS levels 1 to 8 and NU-CHN levels 1 to 8 scale of rates shall, on the relevant effective dates in Appendix “A,” be paid in the A, X, B, C, Y, Z and D scales of rates shown immediately below the employee’s former rate of pay.

Indigenous Services Canada NU-CHN in remote and isolated communities

- 5.

- a. “Remote community (Type 1)” means a community with no scheduled flights, minimal telephones or radio services and no road access.
 - b. “Isolated community (Type 2)” means a community with scheduled flights, good telephone services and no year-round road access.
 - c. The list of remote and isolated communities can be found in Indigenous Services Canada’s Community Workload Increase System (CWIS).
6. 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

7. The rate of pay on initial appointment for the NU-HOS levels 1 to 3 and NU-CHN levels 1 to 3 will be established as follows:
- a. A nurse, with no experience, or with no recent experience, or with less than one (1) year of recent experience, will be appointed at the first (1st) step of the NU-HOS-1 level or at the first (1st) step of the NU-CHN-1 level.
 - b. A nurse, appointed at the NU-HOS-2, NU-CHN-2, NU-HOS-3 or NU-CHN-3 will be paid on appointment in the applicable salary scale of rates:
 - i. with more than one (1) year, but less than three (3) years of recent experience, at the first (1st) step;
 - ii. with more than three (3) years of recent experience but with less than five (5) years of recent experience, at the second (2nd) step;
 - iii. with five (5) or more years of recent experience, at the third (3rd) step;
or
such higher step as determined by the Employer.
 - c. Assessment of recent experience will be at the discretion of management.

8. 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, 2021
- A) Effective October 1, 2022
- X) Effective October 1, 2022 – wage adjustment
- B) Effective October 1, 2023
- C) Effective October 1, 2024
- Y) Effective October 1, 2024 – market adjustment
- Z) Effective October 1, 2024 – wage adjustment
- D) Effective October 1, 2025

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, 2021	80,121	82,124	84,178	86,280	88,437	90,647
A) October 1, 2022	82,925	84,998	87,124	89,300	91,532	93,820
X) October 1, 2022 – wage adjustment	83,962	86,060	88,213	90,416	92,676	94,993
B) October 1, 2023	86,481	88,642	90,859	93,128	95,456	97,843
C) October 1, 2024	88,211	90,415	92,676	94,991	97,365	99,800
Y) October 1, 2024 – market adjustment	92,180	94,484	96,846	99,266	101,746	104,291
Z) October 1, 2024 – wage adjustment	92,410	94,720	97,088	99,514	102,000	104,552
D) October 1, 2025	94,258	96,614	99,030	101,504	104,040	106,643

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, 2021	87,453	89,642	91,882	94,178	96,535	98,948
A) October 1, 2022	90,514	92,779	95,098	97,474	99,914	102,411
X) October 1, 2022 – wage adjustment	91,645	93,939	96,287	98,692	101,163	103,691
B) October 1, 2023	94,394	96,757	99,176	101,653	104,198	106,802
C) October 1, 2024	96,282	98,692	101,160	103,686	106,282	108,938
Y) October 1, 2024 – market adjustment	100,615	103,133	105,712	108,352	111,065	113,840
Z) October 1, 2024 – wage adjustment	100,867	103,391	105,976	108,623	111,343	114,125
D) October 1, 2025	102,884	105,459	108,096	110,795	113,570	116,408

Rates of pay will change within one hundred and eighty (180) days after the signing of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix “BB,” as a lump-sum payment. In particular:

- a. Year 1 (2022) increases (that is, “A” and “X”): paid as a retroactive lump-sum payment equal to a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 4.794% of October 1, 2021, rates.
- b. Year 2 (2023) increase (that is, “B”): paid as a retroactive lump-sum payment equal to the Year 1 increases plus a 3.00% economic increase for a compounded total increase of 7.938% of October 1, 2021, rates.
- c. Year 3 (2024) increases (that is, “C,” “Y” and “Z”): paid as a retroactive lump-sum payment equal to the Year 1 and 2 increases plus a 2.00% economic increase, a 4.50% market adjustment, and a 0.25% wage adjustment for a compounded total increase of 15.338% of October 1, 2021, rates.

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, X, B, C, Y, Z 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-2, 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.

****Appendix “A-3”****NU: Nursing Group Sub-Group: Nurse Practitioners (PRA) annual rates of pay (in dollars)****Table legend**

- Z) Effective within one hundred and eighty (180) days from the date of signing – implementation of NU-PRA pay grid
 R) Effective within one hundred and eighty (180) days from the date of signing – the Nurse Practitioner (NP) allowance provided for under Appendix U will be deleted and rolled into the NU-PRA pay grid
 D) Effective October 1, 2025

NU-PRA-01: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Z) Within 180 days from the date of signing – implementation of NU-PRA pay grid	97,100	99,401	101,683	103,995	106,284	108,581
R) Within 180 days from the date of signing – roll-in of NP allowance	117,800	120,101	122,383	124,695	126,984	129,281
D) October 1, 2025	120,156	122,503	124,831	127,189	129,524	131,867

NU-PRA-01: annual rates of pay (in dollars) (continued)

Effective date	Step 7	Step 8
Z) Within 180 days from the date of signing – implementation of NU-PRA pay grid	110,867	113,163
R) Within 180 days from the date of signing – roll-in of NP allowance	131,567	133,863
D) October 1, 2025	134,198	136,540

NU-PRA-02: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Z) Within 180 days from the date of signing – implementation of NU-PRA pay grid	101,726	104,327	106,928	109,534	112,128	114,742
R) Within 180 days from the date of signing – roll-in of NP allowance	118,976	121,577	124,178	126,784	129,378	131,992
D) October 1, 2025	121,356	124,009	126,662	129,320	131,966	134,632

NU-PRA-02: annual rates of pay (in dollars) (continued)

Effective date	Step 7	Step 8
Z) Within 180 days from the date of signing – implementation of NU-PRA pay grid	117,346	119,945
R) Within 180 days from the date of signing – roll-in of NP allowance	134,596	137,195
D) October 1, 2025	137,288	139,939

NU-PRA-03: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Z) Within 180 days from the date of signing – implementation of NU-PRA pay grid	106,864	109,978	113,098	116,202	119,329	122,445
R) Within 180 days from the date of signing – roll-in of NP allowance	121,814	124,928	128,048	131,152	134,279	137,395
D) October 1, 2025	124,250	127,427	130,609	133,775	136,965	140,143

NU-PRA-03: annual rates of pay (in dollars) (continued)

Effective date	Step 7	Step 8
Z) Within 180 days from the date of signing – implementation of NU-PRA pay grid	125,561	128,683
R) Within 180 days from the date of signing – roll-in of NP allowance	140,511	143,633
D) October 1, 2025	143,321	146,506

NU-PRA-04: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Z) Within 180 days from the date of signing – implementation of NU-PRA pay grid	117,940	121,500	125,064	128,619	132,177	135,734
R) Within 180 days from the date of signing – roll-in of NP allowance	130,590	134,150	137,714	141,269	144,827	148,384
D) October 1, 2025	133,202	136,833	140,468	144,094	147,724	151,352

NU-PRA-04: annual rates of pay (in dollars) (continued)

Effective date	Step 7	Step 8
Z) Within 180 days from the date of signing – implementation of NU-PRA pay grid	139,287	142,845
R) Within 180 days from the date of signing – roll-in of NP allowance	151,937	155,495
D) October 1, 2025	154,976	158,605

NU-PRA-05: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Z) Within 180 days from the date of signing – implementation of NU-PRA pay grid	120,169	124,163	128,150	132,145	135,741	140,121
R) Within 180 days from the date of signing – roll-in of NP allowance	132,819	136,813	140,800	144,795	148,391	152,771
D) October 1, 2025	135,475	139,549	143,616	147,691	151,359	155,826

NU-PRA-05: annual rates of pay (in dollars) (continued)

Effective date	Step 7	Step 8	Step 9
Z) Within 180 days from the date of signing – implementation of NU-PRA pay grid	144,106	147,574	151,043

R) Within 180 days from the date of signing – roll-in of NP allowance	156,756	160,224	163,693
D) October 1, 2025	159,891	163,428	166,967

Pay notes

1. Employees paid as Nurse Practitioner in the NU-PRA pay grid shall not receive the allowance under Appendix “G”: Expanded Professional Role Allowance, and/or Appendix “H”: Nurse-in-Charge Allowance for Indigenous Services Canada Nurses.

Transitional provisions:

1. Effective within one hundred and eighty (180) days of the signing of the collective agreement, the NU-PRA pay grid will apply to NU-CHN and NU-HOS employees at levels 4 to 8 who perform the clinical duties of nurse practitioners who are in receipt of the Nurse Practitioner Allowance provided for under Appendix U.
2. Employees in receipt of the Nurse Practitioner Allowance will move from their current step in the NU-CHN and NU-HOS pay grid to the corresponding step (for example, same step) in the NU-PRA pay grid as follows:
 - NU-CHN 4 and NU-HOS 4 will be paid at level 1 of the NU-PRA pay grid;
 - NU-CHN 5 and NU-HOS 5 will be paid at level 2 of the NU-PRA 2 pay grid;
 - NU-CHN 6 and NU-HOS 6 will be paid at level 3 of the NU-PRA pay grid;
 - NU-CHN 7 and NU-HOS 7 will be paid at level 4 of the NU-PRA pay grid;
 - NU-CHN 8 and NU-HOS 8 will be paid at level 5 of the NU-PRA pay grid.
3. NU-CHN and NU-HOS employees at levels 4 to 8 who perform clinical duties who are in receipt of the Nurse Practitioner Allowance provided for under Appendix U and transferred to the NU-PRA pay grid will maintain their increment period for the purpose of future salary increments.

Pay increment for full-time and part-time employees

1. The pay increment period for employees at the NU-PRA 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 April 19, 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

3. All employees being paid in the NU-PRA levels 1 to 5 scales of rates shall, on the relevant effective dates in Appendix "A," be paid in the R and D scales of rates shown immediately below the employee's former rate of pay.

Indigenous Services Canada NU-PRA in remote and isolated communities

4.
 - 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).
5. The rate of pay on initial appointment to Indigenous Services Canada at the NU-PRA level 1 in remote and isolated communities (Type 1 and 2) as defined in paragraphs 5(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.

Appendix “B”

Education allowances: Nursing Group

Effective on the date of signing of the collective agreement and for all purposes of pay, the annual rates of pay for the Nursing levels shall be altered by the addition of the amounts specified hereunder in Column II in the circumstances specified in Column I.

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

4. One (1) allowance only will be paid for the highest relevant qualification under **Column I**.
5. In the present collective agreement “certificate” refers to a certificate in a first cycle program that results in 30 credits (or 10 courses) in a field of study in the province of Quebec or the equivalent in the other provinces.
6. These fields of study include Administration, Administration and Education, Clinical Fields, Community Health, Gerontology, Mental Health, Health Services Administration I and Health Services Administration II, Nursing, Psychiatry, Public Health, Teaching and Supervision, Substance Abuse Prevention and Intervention or in any other nursing-related field of study approved by the Employer.

Transitional provision

An employee who, on July 5, 2017, was in receipt of an education allowance and would no longer qualify for that allowance on July 6, 2017, shall continue to receive that allowance until the employee 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	The Professional Institute of the Public Service of Canada
<ul style="list-style-type: none"> • Sandra Hassan • Luc Presseau 	<ul style="list-style-type: none"> • Debi Daviau • Jean-Paul Leduc

****Appendix “C”****Memorandum of understanding between the Treasury Board and the Professional Institute of the Public Service of Canada with Respect to Consultation on Informal Conflict Management**

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

The parties recognize the importance of an inclusive informal conflict resolution experience where employees feel supported, heard and respected.

To support the identification of specific informal conflict management needs in departments or organizations, the Employer commits to consulting the Institute on existing informal conflict management (ICM) services currently available to employees of the core public administration (CPA).

In addition, to identify opportunities to improve upon ICM services in the CPA, the Employer will consult the Institute regarding considerations related to Employment Equity, Diversity, Inclusion (EEDI) including those related to Indigenous peoples (First Nations, Inuit, and Métis).

The Employer will begin consultation within ninety (90) days of the signing of the collective agreement. The Employer will endeavour to finalize its review and present its findings to the Institute within one (1) year. This timeline may be extended by mutual agreement.

This memorandum of understanding expires on the expiry date of this collective agreement.

****Appendix “D”**

Memorandum of Understanding Between the Treasury Board (Hereinafter Called the Employer) and the Professional Institute of the Public Service of Canada (Hereinafter Called the Institute) in Respect of the Health Services Bargaining Unit: Allowance for the Forensic Psychiatrists in the MD-MSP Sub-Group

1. In an effort to resolve retention and recruitment problems, the Employer will provide an allowance to Forensic Psychiatrists who perform the duties of positions at the MD-MSP-1 and MD-MSP-2 in the Correctional Service of 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, 2026, Forensic Psychiatrists who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;
- b. the employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix “A” of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eight eight (260.88);

Terminable allowance

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

- c. The terminable allowance specified above does not form part of an employee’s salary.
- d. The allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement.
- e. Subject to (f) below, the amount of the terminable allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee’s substantive position.
- f. When a Forensic Psychiatrist is required by the Employer to perform the duties of a higher classification level in accordance with clause 45.09, the terminable allowance payable shall be proportionate to the time at each level.

3. A part-time Forensic Psychiatrist shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at the employee's hourly rate of pay pursuant to clause 39.03.
4. An employee shall not be entitled to the allowance for periods they are on leave without pay or under suspension.
5. The parties agree that disputes arising from the application of this memorandum of understanding may be subject to consultation.

****Appendix “E”**

Memorandum of Understanding Between the Treasury Board (Hereinafter Called the Employer) and the Professional Institute of the Public Service of Canada (Hereinafter Called the Institute) in Respect of the Health Services Bargaining Unit: Recruitment Allowance for 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 Nurse Supervisors 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 six thousand seven hundred and fifty dollars (\$6,750) is owed in the month of hiring, a second (2nd) payment of nine thousand seven hundred and fifty dollars (\$9,750), is paid at the end of twelve (12) months.

****Recruitment allowance**

In the month of hiring	At the end of the twelve (12) months after hiring
\$6,750	\$9,750

- b. 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. Part-time employees shall receive the allowance on a pro-rated basis, based on the hours of work stipulated in the letter of offer as a percentage of full-time hours. This paragraph will expire on the signing of a new collective agreement for the SH group.
- f. The recruitment allowance specified above does not form part of an employee's salary.
- g. 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 Regional Director of Nursing (DoN) (or regional counterpart). The Regional DoN (or regional counterpart) will bring the issue forward to the Regional Executive Officer, who will review the nursing service requirements of the community.

The ISC Office of the Chief Nursing Officer will be copied on all correspondence.

The outcome of the regional review and resulting recommendations will be brought forward by the Regional Executive Officer to the Senior Management 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 Regional DoN.

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 they meet 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 the employee's total period of employment in the public service.
9. The parties agree that disputes arising from the application of this memorandum of understanding may be subject to consultation.

****Appendix “F”****Memorandum of Understanding Between the Treasury Board (Hereinafter Called the Employer) and the Professional Institute of the Public Service of Canada (Hereinafter Called the Institute) in Respect of the Health Services Bargaining Unit: Retention Allowance for 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 Nurse Supervisors 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, 2022, and ending September 30, 2026, 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	\$16,500	\$63.24

- 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 a term of twelve (12) months or more are eligible for this allowance.

- f. Employees can only become eligible for this allowance after they have received ten (10) days 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 their 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 Regional Director of Nursing (DoN) (or regional counterpart). The Regional DoN (or regional counterpart) will bring the issue forward to the Regional Executive Officer, who will review the nursing service requirements of the community.

The ISC Office of the Chief Nursing Officer will be copied on all correspondence.

The outcome of the regional review and resulting recommendations will be brought forward by the Regional Executive Officer to the Senior Management 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 Regional DoN.

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 they are 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 they meet 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 (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 the employee’s 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 Regional Director of Nursing (DoN) (or regional counterpart). The Regional DoN (or regional counterpart) will bring the issue forward to the Regional Executive Officer, who will review the nursing service requirements of the community.

The ISC Office of the Chief Nursing Officer will be copied on all correspondence.

The outcome of the regional review and resulting recommendations will be brought forward by the Regional Executive Officer to the Senior Management 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 Regional DoN.

7. As long as they meet 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, they 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 they are on leave without pay or under suspension.
 11. The parties agree that disputes arising from the application of this memorandum of understanding may be subject to consultation.

****Appendix “H”**

Memorandum of Understanding Between the Treasury Board (Hereinafter Called the Employer) and the Professional Institute of the Public Service of Canada (Hereinafter Called the Institute) in Respect of the Health Services Bargaining Unit: Nurse-in-Charge Allowance for Indigenous Services Canada Nurses

**

1. In an effort to recognize the role of Nurse-in-Charge (NIC), the Employer will provide an allowance to Indigenous Services 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 the employee’s hourly rate of pay pursuant to clause 39.03.
4. An employee shall not be entitled to the allowance for periods they are on leave without pay or under suspension.
5. As long as they meet 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 (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 trips as described below 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 working and living in First Nations communities situated in a remote or isolated communities and not to their dependants (as defined in the *Isolated Post Directive*).

**

2. This memorandum does not apply to relief 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 as follows:
 - a. Full-time nurses: two trips for each twelve (12) month period of continuous employment in a remote or isolated community;
 - b. Part-time nurses: one trip 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, Montréal, 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 (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 the employee's hourly rate of pay pursuant to clause 39.03.
4. An employee shall not be entitled to the allowance for periods they are on leave without pay or under suspension.
5. An employee may not receive this allowance and the allowance in Appendix "M" during the same period.
6. The parties agree that disputes arising from the application of this memorandum of understanding may be subject to consultation.

Appendix “K”

Memorandum of Understanding Between the Treasury Board (Hereinafter Called the Employer) and the Professional Institute of the Public Service of Canada (Hereinafter Called the Institute) in Respect of the Health Services Bargaining Unit: Allowance for the Employees of the MD-MOF Sub-Group in the Correctional Service of 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 the Correctional Service of 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 the employee's hourly rate of pay pursuant to clause 39.03.
4. An employee shall not be entitled to the allowance for periods they are on leave without pay or under suspension.
5. The parties agree that disputes arising from the application of this memorandum of understanding may be subject to consultation.

****Appendix “L”**

Memorandum of Understanding Between the Treasury Board (Hereinafter Called the Employer) and the Professional Institute of the Public Service of Canada (Hereinafter Called the Institute) in Respect of the Health Services Bargaining Unit: Allowance for the Employees of the NU-HOS and NU-CHN Sub-Groups in the Correctional Service of 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 the Correctional Service of 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, 2022, and ending September 30, 2026, NU employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;
 - 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 their shift for which they are paid pursuant to Appendix “A” of the collective agreement;
 - B. method of payment: for employees working a shift the length of which is different than the length of a standard shift, the allowance will be paid based on the average number of hours per week over a complete shift cycle.

Terminable allowance

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

- 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 (e) 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 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 the employee's hourly rate of pay pursuant to clause 39.03.
4. An employee shall not be entitled to the allowance for periods they are on leave without pay or under suspension.
5. The parties agree that disputes arising from the application of this memorandum of understanding may be subject to consultation.

Appendix “M”

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

1. In an effort to resolve retention and recruitment problems, the Employer will provide an allowance to personnel psychologists (PS) in the Personnel Psychology Centre (PPC) or in any other portion of the Public Service Commission (PSC), or in Employment and Social Development Canada (ESDC) for the performance of PS duties in the Health Services Group.
2. The parties agree that PS employees who perform the duties of positions identified above shall be eligible to receive a “terminable allowance” in the following amounts and subject to the following conditions:
 - a. Commencing on the first (1st) day of the month following the month during which this agreement is signed, PS employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;
 - b. The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix “A” of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eight eight (260.88);

Terminable allowance

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

- c. The terminable allowance specified above does not form part of an employee’s salary.
- d. The allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement.
- e. Subject to (f) below, the amount of the terminable allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee’s substantive position.

- f. When a PS employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 45.09, the terminable allowance payable shall be proportionate to the time at each level.
3. A part-time PS employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at the employee's hourly rate of pay pursuant to clause 39.03.
4. An employee shall not be entitled to the allowance for periods they are 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

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Re: Employee Leave Status During or as a Result of a Critical Incident in Indigenous Services Canada (ISC)

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, 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 ISC.

Appendix “P”

Memorandum of Agreement: Regional Resource Teams

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

Appendix “Q”

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

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

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

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

- A. Incidents:
 - vandalism;
 - threats;
 - assaults;
 - break-in and thefts.
- B. Safety concerns.
- C. Updates on policies and activities of the Employer and/or departments related to employee safety and health.

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

- A. Specific incident:
 - brief description of the incident;
 - where the incident occurred;
 - the immediate response;
 - follow-up action.
- B. Summative statistics (local, regional, national level).

****Appendix “R”****Memorandum of understanding (MOU) between the Treasury Board and the Professional Institute of the Public Service of Canada with Respect to Pregnancy/Maternity and Parental Leave**

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Treasury Board (the Employer) and the Professional Institute of the Public Service of Canada (the Institute) regarding the review of language under the pregnancy/maternity leave without pay and parental leave without pay articles in the AV/CP, CS-IT, NR, RE, SH and SP collective agreements.

The parties commit to establishing a Joint Committee to review provisions including pregnancy/maternity leave without pay, parental leave without pay, pregnancy/maternity allowance, parental allowance and special parental allowance for totally disabled employees to:

- identify opportunities to simplify the language. The parties agree that the opportunities identified will not result in changes in application, scope or value;
- compare the interactions between the collective agreements and the Employment Insurance Program and Québec Parental Insurance Plan.

The Joint Committee will be comprised of an equal number of representatives from the Employer and the Institute. The Joint Committee will meet within ninety (90) days of the signing of the collective agreement and will endeavour to finalize the review and present the work of the Joint Committee to their principals within one (1) year from the signing of this collective agreement. This timeline may be extended by mutual agreement.

Given the parties' shared commitment to these ongoing efforts, they may, by mutual consent, avail themselves of Article 51 should a revision be necessary.

This MOU expires on the expiry date of this collective agreement.

****Appendix “S”**

Workforce adjustment

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General

Application

**

This appendix applies to all indeterminate 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 of Canada 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 layoff (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. Layoff entitlements begin on the actual date of layoff.

affected employee (personne salariée touchée)

Is an indeterminate employee who has been informed in writing that their 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) or a surplus employee having chosen Option 6.4.1(a) 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 (TSM) 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* (PSEA), and also means the deputy head’s official designate.

education allowance (indemnité d'étude)

**

Is one of the options provided to an indeterminate employee affected by workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a lump-sum payment, equivalent to the TSM (see Annex B), plus a reimbursement of tuition from a recognized learning institution, and of book and relevant equipment costs, up to a maximum of seventeen thousand dollars (\$17,000).

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.

layoff notice (avis de mise en disponibilité)

Is a written notice of layoff to be given to a surplus employee at least one (1) month before the scheduled layoff 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(4) of the PSEA with respect to any position to which the PSC is satisfied that the person meets the essential qualifications; the period of entitlement of this priority is set out in the *Public Service Employment Regulations* (PSER).

opting employee (personne salariée optante)

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.

**

organization (organisation)

Any board, agency, commission, or other body, specified in Schedules I and IV of the FAA, which is not a department.

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 practicable, 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 pursuant to paragraph 10(1) of the *Public Service Employment Regulations*, to certain individuals salary-protected under this appendix for the purpose of assisting such persons to reattain 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 a 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 (personne salariée excédentaire)

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

surplus priority (priorité de personne salariée 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 de personne salariée excédentaire)

An indeterminate employee is in surplus status from the date they are declared surplus until the date of layoff, until they are indeterminately appointed to another position, until their 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 TSM 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 de personne salariée 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.

**

work unit (unité de travail)

Is an identifiable group of employees that offers a particular service or program as defined by operational requirements determined by the department or organization.

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 of a work unit 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 (TBS) to carry out its periodic audits.

References

The primary references for the subject of workforce adjustment are as follows:

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- *Financial Administration Act*
- *Values and Ethics Code for the Public Sector*
- *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 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, Union Engagement and National Joint Council Support, Employee Relations and Total Compensation Sector, TBS.

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 their 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 layoff 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 6.4.1(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 their 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 their 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 the employee 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 layoffs to a minimum, and layoffs 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 their 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 persons, 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 Relocation Directive*.

1.1.21 For the purposes of the *NJC 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 layoff 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. In addition, departments or organizations shall provide feedback to surplus employees and laid-off persons when they are not offered a position for which they were referred.

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 employees 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 employees, surplus employees 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 layoff notice at least one month before the proposed layoff 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, they shall be subject to layoff 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 individual's perspective;
- d. preparation of a curriculum vitae or resumé;
- e. the individual's rights and obligations;
- f. the individual'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 individual (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 layoff);
- h. the likelihood that the individual 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 "TSM," an "education allowance";
- j. the options for individuals 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 individuals 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 individual that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;
and
- p. advising individuals of the right to be represented by the Institute in the application of this appendix;
and

**

- q. the Employee Assistance Program.

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 (TBS)

1.2.1 It is the responsibility of the TBS 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 of Canada (PSC)

1.3.1 Within the context of workforce adjustment, and the 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 TBS with information related to the administration of priority entitlements which may reflect on departments' or organizations' level of compliance with this appendix;
and,
- b. provide information to the Institute 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 PSC. For greater detail on the PSC's role in administering surplus and layoff priority entitlements, refer to Annex C of this appendix.

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 6.4.1(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 an 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 Institute 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 Institute 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 TBS, in writing and 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 President of the Institute 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, in consultation with the TBS, the deputy head may consider offering the relocated position to employees in receipt of a guarantee of a reasonable job offer, 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. The home department or organization is responsible for informing the employee in a timely fashion if a retraining proposal submitted by the employee is not approved. Upon request of the employee, feedback regarding the decision will be provided in writing.

**

4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee. Departments or organizations will provide the employee with feedback in writing on the progress of the retraining plan on a regular basis.

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 their 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 layoff 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, a surplus employee who is guaranteed a reasonable job offer, is also guaranteed, subject to the surplus 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; and
**
- d. the appointing department or organization cannot justify a decision not to retrain the individual.

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, they 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 they were 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 their 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 6.4.1(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 TSM 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 departments or organizations under this part or notice of layoff pursuant to the PSEA shall be sent forthwith to the President of PIPSC.

6.2 Voluntary departure program

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 or a surplus employee having chosen Option 6.4.1(a) 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 6.4.1(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 TSM 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 or a surplus employee who is surplus as a result of having chosen Option 6.4.1(a). 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 or surplus employee having chosen Option 6.4.1(a) 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.

**

6.3.9 If an alternation is denied, a meeting to discuss the rationale for the decision will be held at the employee's request. The bargaining agent representative may attend the meeting.

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 PSEA. 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 6.4.1(a).
 - iii. When a surplus employee who has chosen, or who is deemed to have chosen, Option 6.4.1(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 they would have received had they chosen Option 6.4.1(b), the TSM.
 - iv. Departments or organizations will make every reasonable effort to market a surplus employee during the employee's surplus period within the employee's preferred area of mobility.

or

- b. 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 TSM (see Option 6.4.1(b) above) plus an amount of not more than seventeen thousand dollars (\$17,000) 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 6.4.1(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 PSEA.

6.4.2 Management will establish the departure date of opting employees who choose Option 6.4.1(b) or Option 6.4.1(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 6.4.1(b) and (c)(i), the employee relinquishes any priority rights for reappointment upon acceptance of their resignation.

6.4.5 Employees choosing Option 6.4.1(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 two hundred dollars (\$1,200) 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 A person 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 relevant mandatory equipment, for which they 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 6.4.1(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 FAA, or is hired by the new employer within the six (6) months immediately following the individual's 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 la personne salariée)

Is the termination of employment referred to in paragraph 12(1)(f) of the 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.

**

A joint Workforce Adjustment-Alternative Delivery Initiative (WFA-ADI) committee will be created for ADI and will have equal representation from the department or organization and PIPSC. By mutual agreement, the committee may include other participants. The joint WFA-ADI committee will define the rules of conduct of the committee.

**

In cases of ADI, the parties will establish a joint WFA-ADI committee to conduct meaningful consultation on the human resources issues related to the ADI in order to provide information to the employee which will assist them 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 FAA 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 FAA 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 His 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. His 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, His 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: Transition Support Measure

Years of service in the public service	Transition Support Measure (TSM) (payment in weeks' pay)
0	10
1	22
2	24
3	26
4	28
5	30
6	32

Years of service in the public service	Transition Support Measure (TSM) (payment in weeks' pay)
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34
36	31
37	28
38	25
39	22
40	19
41	16
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 layoff 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 TBS with information related to the administration of priority entitlements which may reflect on departments' or organizations' and agencies' level of compliance with this appendix.
3. The PSC will provide surplus employees and laid-off persons with information on their priority entitlements.
4. The PSC will, in accordance with the *Privacy Act*, provide information to the Institute on the numbers and status of their members who are in the Priority Information Management 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 the Institute 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*

****Appendix “T”**

Memorandum of Understanding Between the Treasury Board 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 (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.

It is 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 per cent (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 per cent (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 the expiry date of this collective agreement or upon implementation of the next-generation HR and pay system, whichever comes first, unless otherwise agreed by the parties.

****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

**

Transitional language

Effective one hundred and eighty (180) days within the signing of the collective agreement:

- a. The nurse practitioner allowance will be increased by 15% and rolled into the Nurse Practitioner (NU-PRA) pay grid under Appendix A;
 - b. Upon the roll-in of the nurse practitioner allowance into the Nurse Practitioner (NU-PRA) pay grid, Appendix U will be automatically deleted from the collective agreement and be removed upon signature of the subsequent collective agreement.
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

Classification	Annual amount	Daily amount
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 they meet 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 Indigenous Services 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. Layoff

- i. On the first (1st) layoff 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 layoff one (1) week’s pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted Severance Pay under 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 (1) 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 their 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, they shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- b. Subject to 19.02 above, on the date a term employee becomes subject to this agreement after June 12, 2012, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- c. An employee entitled to severance termination benefits under paragraph (a) or (b) shall have the same choice of options outlined in 19.06; however, the selection of which option must be made within three (3) months of being appointed to the bargaining unit.
- d. An employee who does not make a selection under 19.08(c) will be deemed to have chosen Option 19.06(b).

Appendix “W”

Memorandum of Understanding Between the Treasury Board (Hereinafter Called the Employer) and the Professional Institute of the Public Service of Canada (Hereinafter Called the Institute) in Respect of the Health Services Bargaining Unit, Education Allowances, Social Workers Group

1. The Employer will provide an allowance to 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 their hourly rate of pay pursuant to clause 39.03.
4. An employee shall not be entitled to the allowance for periods they are 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 Understanding Between the Treasury Board 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 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 they were 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 their 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

Vacation leave accrual rate prior to deeming [that is, forty (40) hour workweek (CM)] (hourly credits per month)	Vacation leave accrual rate post deeming [that is, thirty-seven decimal five (37.5) hour workweek (PSE)] (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 their 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 (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.

****Appendix “Y”**

Reserved

Appendix “Z”

Memorandum of Agreement Between the Treasury Board (Hereinafter Called the Employer) and the Professional Institute of the Public Service of Canada (Hereinafter Called the Institute) in Respect of a Joint Committee for Nursing Station Security

The Employer and the Institute recognize the importance of maintaining a healthy and safe working environment. 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”**

Reserved

****Appendix “BB”**

Memorandum of Understanding Between the Treasury Board 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.

- a. The effective dates for economic increases will be specified in the collective 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 this agreement unless otherwise expressly stipulated.
 - ii. Changes to existing and new 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 this agreement, on the date at which prospective elements of compensation increases will be implemented under b)(i).
 - iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in a)(ii).

- b. The 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 this 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 this agreement where there is no need for manual intervention.
 - iii. Prospective compensation increases and retroactive amounts that require manual processing will be implemented within four hundred and sixty (460) days after signature of this agreement.

- c. Employee recourse
 - i. Employees in the bargaining unit for whom this agreement is not fully implemented within one hundred and eighty (180) days after signature of this agreement will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and

eighty-one (181) days is greater than five hundred dollars (\$500). This amount will be included in their final retroactive payment.

- ii. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services of their department 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.
- iii. In such a circumstance, for employees in organizations serviced by the Public Service Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Public Service Pay Centre, employees shall contact the compensation services of their department.