



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: 30 September 2007

THIS AGREEMENT COVERS THE FOLLOWING GROUPS:

CODE	GROUP	
207	Dentistry	(DE)
213	Nutrition and Dietetics	(ND)
217	Medicine	(MD)
219	Nursing	(NU)
220	Occupational and Physical Therapy	(OP)
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ARTICLE 1

PURPOSE OF AGREEMENT

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

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

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

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

**

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

**

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

"continuous employment" has the same meaning as specified in the *Public Service Terms and Conditions of Employment Regulations* on the date of signing of this agreement (« emploi continu »);

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

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

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

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

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

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

"headquarters area" has the same meaning as given to the expression in the Travel Policy (« région du lieu d'affectation »);

"hourly rate of pay" means a full-time employee's weekly rate of pay divided by thirty-seven and one-half (37 1/2) (« taux de rémunération horaire »);

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

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

"leave" means authorized absence from duty (« congé »);

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

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

**

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

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

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

"weekly rate of pay" means an employee's annual rate of pay divided by 52.176 (« taux de rémunération hebdomadaire »);

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

(a) if defined in the *Public Service Labour Relations Act*, have the same meaning as given to them in the *Public Service Labour Relations Act*,

and

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

ARTICLE 3 OFFICIAL TEXTS

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

ARTICLE 4 APPLICATION

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

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

ARTICLE 5 MANAGEMENT RIGHTS

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

ARTICLE 6 RIGHTS OF EMPLOYEES

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

ARTICLE 7 PUBLICATIONS AND AUTHORSHIP

Preamble

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

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

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

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

7.04

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

(b) When approval for publication is withheld, the author(s) shall be so informed in writing of the reasons, if requested by the employee.

(c) Where the Employer wishes to make changes in a publication with which the author does not agree, the employee shall not be credited publicly if the employee so requests.

ARTICLE 8

HOURS OF WORK AND SHIFT WORK

8.01

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

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

8.02 Hours of work - General

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

The scheduled work week shall be thirty-seven and one-half (37 1/2) hours and the scheduled work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a meal period, between the hours of 7:00 a.m. and 6:00 p.m. The normal work week shall be Monday to Friday inclusive.

(b) Subparagraphs (i) to (v) apply to the NU Group only.

(i) For employees engaged in non-shift work, the normal work week shall be thirty-seven and one-half (37 1/2) hours and the normal work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a meal period, between the hours of 7 a.m. and 6 p.m.

(ii) When normal hours, other than those provided in subparagraph 8.02(b)(i), are in existence when this Agreement is signed, the Employer, on request, will consult with the Institute on such hours of work and in such consultation establish that such hours are required to meet the needs of the public and/or the efficient operation of the service. Where normal hours are to be changed so that they are different from those specified in paragraph 8.02(b), the Employer, except in cases of

emergency, will consult in advance with the Institute on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the Service.

(iii) It is understood that consultation may be held at the local level and will be referred to the appropriate Employer and Institute levels before implementation.

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

(v) When operational requirements permit, an employee shall not be scheduled to work in excess of fifty-two and one-half (52 1/2) 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 and one-half (37 1/2) hours per week over each four-week (4) period. Subject to the approval of the Employer, the hours of work shall be arranged to suit an employee's individual duties.

(ii) A reconciliation of hours of work will be made by the employee and the immediate supervisor for each four-week (4) period. In computing the hours of work within the period, vacation and other leaves of absence will account for seven and one-half (7 1/2) hours per day.

(iii) Where operational requirements permit, the normal work week shall be Monday through Friday.

(d) This paragraph only applies to ND-DITs in hospitals.

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

8.03 Flexible hours

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

Upon the request of an employee and the concurrence of the Employer, an employee may work flexible hours on a daily basis so long as the daily hours amount to seven and one-half (7 1/2).

8.04 Days of Rest

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

8.05 Monthly Attendance Registers

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

8.06 Compressed Work Week

Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his weekly hours of employment in a period of other than five (5) full days provided that over a period of twenty-one (21) or a period of twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-one (21) day period or in every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him.

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

Implementation of this clause is subject to article 46, Variations in hours of Work.

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

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

8.08 Shift Work - Definitions

(a) "shift schedule" means the arrangement of shifts over a given period of time and includes days of rest and designated paid holidays;

(b) "shift work" means rotation through two (2) or more periods of eight (8) hours or longer where operational requirements necessitate sixteen (16) or twenty-four (24) hours coverage each day or where the requirements of the position would normally necessitate rotation but the employee, with the approval of the Employer, works on permanent evening or night duty.

8.09 Scheduled Work Week and Scheduled Work Day

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

(a)

(i) an average of thirty-seven and one-half (37 1/2) hours per week,

and

(ii) an average of five (5) days per week;

(b) seven and one-half (7 1/2) hours per day;

(c) the commencement and/or end of each shift may be varied by fifteen (15) minutes to provide for the continuity of care and/or an appropriate length of the meal period;

(d) the daily hours of work shall be consecutive and exclusive of meal periods;

(e)

(i) notwithstanding subparagraph 8.09(a)(ii) and paragraph 8.09(b), upon the request of a three-quarter majority of the employees affected and with the concurrence of the Employer, hours of work may be modified provided no shift exceeds twelve (12) hours or is less than seven and one-half (7 1/2) hours;

(ii) implementation of subparagraph 8.09(e)(i) is subject to article 46, Variations in hours of work.

8.10

(a) When operational requirements permit, an employee shall receive four (4) days' rest in every two (2) week period and scheduled so that two (2) consecutive days of rest are received at a time. Upon request of an employee and with the concurrence of the Employer, the employee's days of rest may be split.

**

(b) Employees shall receive one (1) out of two (2) weekends (Saturday and Sunday) off duty, except:

(i) when other scheduling is authorized by mutual agreement,

(ii) in Correctional Service Canada, wherever possible, employees shall receive one (1) out of two (2) weekends off duty. However, employees shall be granted one (1) out of three (3) weekends off duty.

(c) An employee may meet with local management to offer scheduling suggestions to provide the maximum number of weekends off duty.

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

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

or

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

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

8.12 The standard shift cycle will be scheduled as follows:

12 midnight	to	8 a.m.
8 a.m.	to	4 p.m.
4 p.m.	to	12 midnight

or

11:30 p.m.	to	7:30 a.m.
7:30 a.m.	to	3:30 p.m.
3:30 p.m.	to	11:30 p.m.

or

11:00 p.m.	to	7:00 a.m.
7:00 a.m.	to	3:00 p.m.
3:00 p.m.	to	11:00 p.m.

8.13

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

(b) It is understood that consultation may be held at the local level and will be referred to the appropriate Employer/Institute levels before implementation.

(c) It is understood by the parties that the provisions of clause 8.12 will not be applicable in respect of employees whose work week is less than thirty-seven and one-half (37 1/2) hours per week.

8.14 Scheduling of Shifts

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

8.15

(a) The staffing, preparation, posting and administration of shift schedules are the responsibility of the Employer.

(b) When a change in the shift schedule is required, the Employer shall make every reasonable effort to notify employees on leave before they return to work.

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

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

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

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

8.20

(a) An employee who is required to change his scheduled shift without receiving at least seventy-two (72) hours' notice in advance of the starting time of such change in the scheduled shift, shall be paid for the first (1st) shift worked on the revised schedule at the rate of time and one-half (1 1/2). Subsequent shifts worked on the revised schedule shall be paid for at the hourly rate of pay.

(b) In addition, where an employee reports for work without notice of a change in his shift schedule, the employee shall receive four (4) hours' pay at straight-time, should his service not be required.

(c) When a change in the shift schedule is required, the Employer shall make every reasonable effort to personally notify employees on leave before they return to work.

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

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

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

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

8.25 When operational requirements permit, an employee shall not be scheduled to work in excess of fifty-two and one-half (52 1/2) 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 and one-half (7 1/2) 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;

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

(i) one and one-half (1 1/2) times his hourly rate of pay for the first seven and one-half (7 1/2) hours worked;

and

(ii) two (2) times his hourly rate of pay for hours worked in excess of seven and one-half (7 1/2) hours;

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

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

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

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

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

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

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

9.06

**

(a) An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of ten dollars fifty (\$10.50), except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to his place of work.

**

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

(c) Paragraphs 9.06(a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

9.07

(a) Subject to operational requirements of the service and except in case of emergency, the Employer shall make every reasonable effort to allocate overtime work on an equitable basis among readily available employees who are deemed qualified by the Employer.

(b) Provided provisions of paragraph 9.07(a) are met, the Employer endeavours to allocate overtime first to those employees who have indicated a willingness to work overtime.

**ARTICLE 10
CALL-BACK**

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

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

or

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

10.02 This clause applies to the NU Group only

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

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

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

Clause 10.05 applies to the DE and MD Groups only

10.05 When an employee is called back to work without prior notice at any time outside his normal

hours of work, for work not contiguous to his normal hours of work, the employee shall be entitled to the greater of:

(a) Credit for all hours worked for the purpose of:

(i) subparagraph 8.02(c)(i),

or

(ii) paragraph 9.01(c) if the hours worked are in excess of the normal hours of work for the applicable four (4) week period,

or

(b) A minimum:

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

or

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

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

ARTICLE 11 STANDBY

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

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

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

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

ARTICLE 12 DESIGNATED PAID HOLIDAYS

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

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

and

- (l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

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

12.03 Designated Paid Holiday Falling on a Day of Rest

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

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

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

and

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

12.05 Compensation for Work on a Designated Paid Holiday

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

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

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

(b) Entitlement

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

(i)

(A) one and one-half (1 1/2) times his hourly rate of pay for the first seven and one-half (7 1/2) hours worked;

and

(B) two (2) times his hourly rate of pay for hours worked in excess of seven and one-half (7 1/2) hours;

or

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

(c) Compensation

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

(i)

(A) in cash;

or

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

or

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

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

a day (7 1/2 hours) in lieu of the holiday;

(II) plus, if the employee's normal scheduled daily hours are greater than seven and one-half (7 1/2) hours, the number of hours equal to the difference between the employee's normal scheduled daily hours and seven and one-half (7 1/2) hours;

and

(III) payment in cash for the entitlement not already compensated under 12.05(c)(i)(C)

(I).

(ii) Subject to operational requirements and adequate advance notice, the Employer shall grant leave with pay mentioned in 12.05(c)(i)(C) at such times as the employee may request.

(iii) When in a fiscal year an employee has not been granted all of his leave with pay mentioned in 12.05(c)(i)(C) as requested by him such leave shall be carried over for one (1) year at the employee's request.

(iv) In the absence of such request, unused leave with pay shall be paid off at the employee's straight-time rate of pay in effect when the leave with pay was earned.

12.06 Designated Paid Holiday Coinciding with a Day of Paid Leave

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

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

ARTICLE 13

TRAVELLING TIME

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

(a) On a normal working day on which the employee travels but does not work, the employee shall receive his regular pay for the day.

(b) On a normal working day on which the employee travels and works, the employee shall be paid:

(i) his regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7 1/2) hours,

and

(ii) at the applicable overtime rate for additional travel time in excess of a seven and one-half (7 1/2) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours pay at the straight-time rate in any day.

(c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours pay at the straight-time rate.

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

(a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.

(b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon his return, direct back to the employee's residence or work place.

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

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

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

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

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

**

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

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

13.09 Travel Status Leave

**

(a) An employee who is required to travel outside his headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted seven decimal five (7.5) hours of time off with pay. The employee shall be credited with one additional seven decimal five (7.5) hours of time off for each additional twenty (20) nights that the employee is away from his permanent residence to a maximum of eighty (80) additional nights.

**

(b) The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.

(c) This leave with pay is deemed to be compensatory leave and is subject to the article 9.04.

**

(d) The provisions of this clause do not apply when the employee travels to attend courses, training sessions, professional conferences and seminars, unless the employee is required by the Employer.

Clauses 13.10 and 13.11 apply only to the NU Group

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

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

(a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use the employee's automobile when the employee travels by means of his own automobile,

or

(b) out-of-pocket expenses for other means of commercial transportation.

ARTICLE 14 LEAVE - GENERAL

**

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

**

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

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

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

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

**

14.06

(a) When an employee becomes subject to this Agreement, his earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his earned hourly leave credits shall be reconverted into days, with one day being equal to seven decimal five (7.5) hours.

(b) Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.

(c) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

(d) Notwithstanding the above, in Clause 17.02, Bereavement Leave with Pay, a "day" will mean a calendar day.

ARTICLE 15

VACATION LEAVE

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

15.02 Accumulation of Vacation Leave Credits

An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least ten (10) days:

**

Paragraph 15.02(a) applies only to the MD Group

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

**

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

(b) nine decimal three seven five (9.375) hours until the month in which the employee's first (1st) anniversary of service occurs;

(c) twelve decimal five (12.5) hours commencing with the month in which the employee's first (1st)

anniversary of service occurs;

(d) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;

(e) fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;

(f) fifteen decimal six two five (15.625) hours days commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;

(g) sixteen decimal eight seven five (16.875) hours per month commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;

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

15.03 For the purpose of clause 15.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one (1) year following the date of lay-off.

15.04 Entitlement to Vacation Leave With Pay

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

**

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

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

15.06 Provision for Vacation Leave

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

(a) to provide an employee's vacation leave in an amount and at such time as the employee may request;

(b) not to recall an employee to duty after they have proceeded on vacation leave.

15.07 Replacement of Vacation Leave

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

(a) is granted bereavement leave,

or

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

or

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

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

15.08 Carry Over

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

(b) Liquidation

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

15.09 Recall From Vacation Leave

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

(a) in proceeding to the place of duty,

and

(b) in returning to the place from which he was recalled if the employee immediately resumes vacation upon completing the assignment for which he was recalled,

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

**

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

**

15.11 Cancellation 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 Advance Payments

The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, providing a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay before the employee's vacation period commences, and providing the employee has been authorized to proceed on vacation leave for the period concerned. Pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlement and shall be recovered in full prior to any further payment of salary.

**

15.13 Leave When Employment Terminates

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

15.14 Vacation Leave Credits for Severance Pay

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

15.15 Abandonment

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

15.16 Recovery on Termination

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

15.17 Appointment to a Separate Employer

Notwithstanding clauses 15.13 and 15.14 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.

**

15.18 Appointment from a Separate Employer

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.

**

15.19

(a) 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.

(b) Transitional Provision

Effective on May 31, 2005, employee with more than two (2) years of service, as defined in clause 15.03, shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay.

ARTICLE 16

SICK LEAVE

16.01 Credits

**

An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least ten (10) days.

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

(a) the employee satisfies the Employer of this condition in such a manner and at such a time as may be determined by the Employer,

and

(b) the employee has the necessary sick leave credits.

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

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

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

**

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

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

ARTICLE 17

OTHER LEAVE WITH OR WITHOUT PAY

17.01 General

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

17.02 Bereavement Leave With Pay

**

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

**

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

(i) shall be entitled to a bereavement period of five (5) consecutive calendar days which must include the day of the funeral or the day of the memorial commemorating the deceased. During such period the employee shall be paid for those days which are not regularly scheduled days of rest;

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

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

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

(d) If, during a period of sick leave or vacation leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave under this clause, the employee

shall be granted bereavement leave and the sick leave or vacation leave credits shall be restored to the extent of any concurrent bereavement leave granted.

17.03 Maternity Leave without Pay

(a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.

(b) Notwithstanding paragraph (a):

(i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or

(ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.

(c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

(d) The Employer may require an employee to submit a medical certificate certifying pregnancy.

(e) An employee who has not commenced maternity leave without pay may elect to:

(i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;

(ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 16, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 16, Sick Leave With Pay, shall include medical disability related to pregnancy.

(f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

(g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

Transitional Provision for 17.04

If, on the date of signature of this collective agreement modifying the provisions of clause 17.04, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this clause. Any application must be received before the termination date of the leave period originally requested.

17.04 Maternity Allowance

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

(i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,

(ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

(iii) has signed an agreement with the Employer stating that:

(A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;

(B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;

**

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

(allowance received)	X	(remaining period to be worked)
----------------------	---	---------------------------------

following her return to work)

[total period to be worked
as specified in (B)]

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

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

**

(c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

(i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention "terminable allowance" for each week of the waiting period, less any other monies earned during this period,

and

(ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention "terminable allowance" less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.

(d) At the employee's request, the payment referred to in subparagraph 17.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.

(e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.

(f) The weekly rate of pay referred to in paragraph (c) shall be:

(i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,

(ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

**

(g) The weekly rate of pay referred to in paragraph (f) shall be the rate and the recruitment and retention "terminable allowance" to which the employee is entitled for her substantive level to which she is appointed.

**

(h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate and the recruitment and retention "terminable allowance" she was being paid on that day.

(i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.

(j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

17.05 Special Maternity Allowance for Totally Disabled Employees

**

(a) An employee who:

(i) fails to satisfy the eligibility requirement specified in subparagraph 17.04(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits,

and

(ii) has satisfied all of the other eligibility criteria specified in paragraph 17.04(a), other than those specified in sections (A) and (B) of subparagraph 17.04(a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the

recruitment and retention "terminable allowance" and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government employees Compensation Act*.

(b) An employee shall be paid an allowance under this clause and under clause 17.04 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

Transitional Provision for 17.06 and 17.07

If, on the date of signature of this collective agreement modifying the provisions of clauses 17.06 and 17.07, an employee is currently on parental leave without pay or has requested a period of such leave without pay but has not commenced the leave, he shall upon request be entitled to the provisions of these clauses. Any application must be received before the termination date of the leave period originally requested.

17.06 Parental Leave Without Pay

(a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

(b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.

**

(c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to with the paragraphs (a) and (b) above may be taken in two periods.

**

(d) Notwithstanding paragraphs (a) and (b):

(i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or

(ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his 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) Parental leave without pay taken by a couple employed in the Public Service shall not exceed a total of thirty-seven (37) weeks for both individuals combined. For the purpose of this paragraph, Public Service means any portion of the Public Service of Canada as defined in Schedule I and IV of the *Financial Administration Act*.

(h) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

17.07 Parental Allowance

(a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he:

(i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,

(ii) provides the Employer with proof that he has applied for and is in receipt of parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

(iii) has signed an agreement with the Employer stating that:

(A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

(B) following his return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 17.04(a)(iii)(B), if applicable;

**

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

(allowance received)	X	(remaining period to be worked following his/her return to work)
		[total period to be worked as specified in (B)]

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

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

**

(c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:

(i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay and the recruitment and retention "terminable allowance" for each week of the waiting period, less any other monies earned during this period;

**

(ii) for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he is eligible to receive and ninety-three per cent (93%) of his weekly rate of pay and the recruitment and retention "terminable allowance" less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he would have been eligible if no extra monies had been earned during this period;

(d) At the employee's request, the payment referred to in subparagraph 17.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.

(e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he is required to repay pursuant to the *Employment Insurance Act*.

(f) The weekly rate of pay referred to in paragraph (c) shall be:

(i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;

(ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.

**

(g) The weekly rate of pay referred to in paragraph (f) shall be the rate and the recruitment and retention "terminable allowance" to which the employee is entitled for the substantive level to which she or he is appointed.

**

(h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate and the recruitment and retention "terminable allowance" the employee was being paid on that day.

(i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of 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.

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 parental benefits,

and

(ii) has satisfied all of the other eligibility criteria specified in paragraph 17.07(a), other than those specified in sections (A) and (B) of subparagraph 17.07(a)(iii),

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the recruitment and retention "terminable allowance", and the gross amount of his weekly disability benefit under the DI Plan, the LTD Plan or via the *Government employees Compensation Act*.

(b) An employee shall be paid an allowance under this clause and under clause 17.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a) (i).

Transitional Provisions for 17.09

This clause is applicable to employees who have been granted Leave Without Pay for the Care and Nurturing of Pre-School Age Children or Leave Without Pay for the Long-Term Care of a Parent on or after the date of signature of this agreement, and have proceeded on leave.

(a) An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Care and Nurturing of Pre-School Age Children (clause 17.09) or on Leave Without Pay for the Long-Term Care of a Parent (clause 17.13) under the terms of the agreement expired on 30 September 2000, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.

(b) An employee who becomes a member of the bargaining unit on or after the date of signature of this agreement and who is on Leave Without Pay for the Care and Nurturing of Pre-School Age Children or on Leave Without Pay for the Long-Term Care of a Parent under the terms of another agreement,

continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.

17.09 Leave Without Pay for the Care of Immediate Family

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

**

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

(b) Subject to paragraph (a), up to five (5) years leave without pay during an employee's total period of employment in the Public Service may be granted for the personal long-term care of the employee's family. Leave granted under this paragraph shall be for a minimum period of three (3) weeks.

(c) An employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given.

(d) Leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of continuous employment for the purposes of calculating severance pay and from the calculation of service for the purposes of calculating vacation leave.

(e) Time spent on such leave shall not be counted for pay increment purposes.

(f) Leave granted under Leave Without Pay for the Care and Nurturing of Pre-School Age Children or under Leave Without Pay for the Long-Term Care of a Parent under the terms of other agreements will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee's total period of employment in the Public Service.

**

(g) An employee who has proceeded on leave without pay may change his return to work date if such change does not result in additional costs to the employer.

17.10 Leave Without Pay for Personal Needs

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

(a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be

granted to an employee for personal needs.

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

(c) An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during his total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

(d) Leave granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

(e) Leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

17.11 Leave Without Pay for Relocation of Spouse

**

(a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse or common-law partner is permanently relocated and up to five (5) years to an employee whose spouse or common-law partner is temporarily relocated.

(b) Leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

17.12 Leave With Pay for Family-Related Responsibilities

**

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

**

(b) The Employer shall grant leave with pay under the following circumstances:

(i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude his absence from work; however, when alternate arrangements are not possible an employee shall be granted leave for a medical or dental appointment when the family member is incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;

(ii) leave with pay to provide for the immediate and temporary care of a sick or elderly member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;

(iii) leave with pay for needs directly related to the birth or to the adoption of the employee's child.

**

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

17.13 Court Leave With Pay

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

(a) to be available for jury selection;

(b) to serve on a jury;

or

(c) by subpoena or summons to attend as a witness in any proceeding held:

(i) in or under the authority of a court of justice or before a grand jury;

(ii) before a court, judge, justice, magistrate or coroner;

(iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position;

(iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;

or

(v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

17.14 Personnel Selection Leave With Pay

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

17.15 Injury-on-Duty Leave With Pay

(a) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Provincial Worker's Compensation Board that the employee is unable to perform his duties because of:

(i) personal injury accidentally received in the performance of the employee's duties and not caused by the employee's willful misconduct,

(ii) sickness resulting from the nature of the employee's employment,

or

(iii) over-exposure to radioactivity or other hazardous conditions in the course of the employee's employment,

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

**

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

(i) a party to a Provincial Worker's Compensation Hearing

or

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

17.16 Examination Leave

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

17.17 Religious Observance

(a) The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his religious obligations.

(b) employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave or leave without pay for other reasons in order to fulfill their religious obligations.

(c) Notwithstanding paragraph 17.17(b), at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

(d) An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

17.18 Maternity-related Reassignment or Leave

**

(a) An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation of current job function, the Employer, with the written consent of the employee, shall notify the appropriate work place committee or the health and safety representative.

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

(c) An employee who has made a request under paragraph (a) is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

(i) modifies her job functions or reassigns her,

or

(ii) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

(d) Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.

(e) Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.

(f) An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

**

(g) Notwithstanding clause (e), for an employee working:

(i) in an institution at Correctional Service Canada where she is in direct and regular contact with offenders, and

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

(iii) OP and NU-HOS of Ste-Anne de Bellevue Hospital who provide direct and regular health care to patients,

(iv) OP and NUs in the Department of National Defence who provide direct and regular health care to patients,

and, if the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the

Employer shall so inform the employee in writing and shall grant leave of absence with pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than at the time the employee proceeds on Maternity Leave Without Pay or the termination date of the pregnancy, whichever comes first.

17.19 Medical Appointment for Pregnant Employees

**

(a) Up to three decimal five (3.75) hours of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

(b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

17.20 Volunteer Leave

**

(a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign;

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

17.21 Other Leave With Pay

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

**

(b) Personal Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay for reasons of a personal nature.

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

**

(c) Quarantine Leave

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

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

17.22 Other Leave Without Pay

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

ARTICLE 18 CAREER DEVELOPMENT

18.01 General

The parties recognize that in order to maintain and enhance professional expertise, employees, from time to time, need to have an opportunity to attend or participate in career development activities described in this Article.

18.02 Education Leave

(a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable the employee to fill his present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

(b) An employee on Education Leave without pay under this clause shall receive an allowance in lieu of salary equivalent to from fifty per cent (50%) to one hundred per cent (100%) of the employee's basic salary. The percentage of the allowance is at the discretion of the Employer. Where the employee

receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

(c) Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

(d) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:

(i) fails to complete the course,

(ii) does not resume employment with the Employer on completion of the course,

or

(iii) ceases to be employed, except by reason of death or lay-off, before termination of the period he has undertaken to serve after completion of the course,

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

18.03 Attendance at Conferences and Conventions

**

(a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, scientific meetings, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.

(b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to the employee's field of specialization, subject to operational constraints.

**

(c) The Employer may grant leave with pay and reasonable travel expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.

(d) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.

(e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to the employee's field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for the payment of convention or conference registration fees and reasonable travel expenses.

(f) An employee shall not be entitled to any compensation under Article 9, Overtime, and 13, Travelling Time, in respect of hours the employee is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by paragraph (d).

**

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

18.04 Professional Development

(a) The parties to this Agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:

**

(i) to participate in workshops, short courses, similar out-service programs or continuing education courses to keep up to date with knowledge and skills in their respective fields, to acquire continuing profession specific credits required to complete or maintain current licensing/registration standards.

(ii) to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer,

or

(iii) to carry out research in the employee's field of specialization not specifically related to the employee's assigned work projects when in the opinion of the Employer such research is needed to enable the employee to fill his present role more adequately.

(b) Subject to the Employer's approval an employee shall receive leave with pay in order to participate in the activities described in paragraph 18.04(a).

(c) An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.

(d) When an employee is selected by the Employer for professional development under this clause the Employer will consult with the employee before determining the locations and duration of the program

of work or studies to be undertaken.

(e) An employee selected for professional development under this clause shall continue to receive his normal compensation including any increase for which the employee may become eligible. The employee shall not be entitled to any compensation under Articles 9, Overtime, and 13, Travelling Time, while on professional development under this clause.

**

(f)

(i) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

Sub-paragraph (f)(ii) applies only to Health Canada's NU-CHN's in the First Nations and Inuit Health Branch (FNIHB).

(ii) An employee on the Primary Care Skills Program shall be deemed to be on travel status.

**

(g) Subject to budgetary and operational constraints, the Employer shall make every reasonable effort to accommodate shift changes or rest day changes to facilitate attendance at workshops, short courses, similar out-service programmes or continuing education courses while on duty.

18.05 Selection Criteria

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

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

18.06 Departmental Career Development Consultation Committee

(a) The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on Career Development. To this effect the parties agree that such consultation will be held at the departmental level either through the existing Joint Consultation Committee or through the creation of a Departmental Career Development Consultation Committee. A consultation committee as determined by the parties, may be established at the local, regional or national level.

(b) The Departmental Consultation Committee shall be composed of mutually agreeable numbers of

employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.

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

(d) The Employer recognizes the use of such committees for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.

(e) It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

18.07 Joint Institute/Treasury Board Career Development Committee

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

(b) In establishing this committee, it is understood by the parties that Departments are responsible for the application of the policies related to Career Development.

(c) It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

ARTICLE 19

SEVERANCE PAY

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

(a) Lay-Off

(i) On the first lay-off two (2) week's pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous of employment divided by three hundred and sixty-five (365).

(ii) On second or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-

five (365), less any period in respect of which he was granted Severance Pay under 19.01(a)(i) above.

(b) Resignation

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

(c) Retirement

On retirement, when an employee is entitled to an immediate annuity or to an immediate annual allowance under the *Public Service Superannuation Act*, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

(d) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(e) Rejection on Probation

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

(f) Termination for Cause for Reasons of Incapacity or Incompetence

(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 incompetence pursuant to Section 12(1)(d) of the *Financial Administration Act*, one week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

19.02 The period of continuous employment used in the calculation of severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit by the Public Service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under clause 19.01 be pyramided.

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

19.04 Appointment to a Separate Employer

Notwithstanding paragraph 19.01(b) an employee who resigns to accept an appointment with an organization as defined in Schedule V of the *Financial Administration Act* may choose not to be paid severance pay, provided that the appointing organization will accept the employee's Schedule I service for its severance pay entitlement.

ARTICLE 20 STATEMENT OF DUTIES

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

ARTICLE 21 REGISTRATION FEES

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

ARTICLE 22 RESPONSIBILITY FOR PHARMACEUTICAL SERVICES

This Article applies to the PH Group only

22.01 The Employer recognizes that the monitoring of pharmaceutical services shall be performed by a

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

ARTICLE 23

TECHNOLOGICAL CHANGE

**

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

23.02 In this Article "Technological Change" means:

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

or

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

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

**

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

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

(a) the nature and degree of change;

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

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

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

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

ARTICLE 24

SAFETY AND HEALTH

24.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Institute and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury or occupational illness, including critical incident stress management services consistent with Treasury Board employee Assistance Program policy.

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

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

ARTICLE 25

RECOGNITION

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

covering employees of the Health Services Group.

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

ARTICLE 26

CHECK-OFF

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

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

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

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

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

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

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

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

26.09 When it is mutually acknowledged that an error has been committed, the Employer shall

endeavour to correct such error within the two (2) pay periods following the acknowledgement of error.

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

ARTICLE 27

USE OF EMPLOYER FACILITIES

27.01 Access by an Institute Representative

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

27.02 Bulletin Boards

(a) Reasonable space on bulletin boards including electronic bulletin boards, where available will be made available to the Bargaining Agent for the posting of official notices, in convenient locations determined by the Employer and the Institute. Notices or other material shall require the prior approval of the Employer, except notices relating to the business affairs of the Institute and social and recreational events. The Employer shall have the right to refuse the posting of any information which he considers adverse to his interests or to the interests of any of his representatives.

(b) In Health Canada nursing stations and health centres, the Employer agrees the Institute can use the fax machines for the purpose stipulated in paragraph 27.02(a), subject to the same conditions.

27.03 Institute Literature

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

ARTICLE 28

INFORMATION

28.01 The Employer agrees to supply the Institute on a quarterly basis with a list of all employees in the bargaining unit. The list referred to herein shall include the name, employing department, geographical location, classification of the employee and shall be provided within one month following the termination of each quarter. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees.

28.02 The Employer agrees to supply each employee with a copy of the Collective Agreement and any

amendments thereto.

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

**

28.04

(a) The Employer agrees to distribute to each new employee an information package prepared and supplied by the Institute. Such information package shall require the prior approval of the Employer. The Employer shall have the right to refuse to distribute any information that it considers adverse to its interests or to the interests of any of its representatives.

(b) The Institute shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programmes, where those programmes exist.

ARTICLE 29 STEWARDS

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

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

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

29.04 Leave for Stewards

(a) Operational requirements permitting, the Employer shall grant leave with pay to an employee to enable the employee to carry out the employee's functions as a Steward on the Employer's premises. When the discharge of these functions require an employee who is a Steward to leave his normal place of work, the employee shall report his return to his supervisor whenever practicable.

**

(b)

(i) Scheduled paid leave for Stewards shall not be cancelled by the Employer unless there is an

urgent operational requirement.

(ii) In the case of cancellation of such leave, the Employer shall give the written reason thereof, upon written request from the Steward.

ARTICLE 30

LEAVE FOR STAFF RELATIONS MATTERS

30.01 Public Service Labour Relations Board Hearings

Complaints Made to the Public Service Labour Relations Board Pursuant to the former Section 23 of the *Public Service Staff Relations Act*

Where operational requirements permit the Employer will grant leave with pay:

(a) to an employee who makes a complaint on his own behalf before the Public Service Labour Relations Board,

and

(b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Institute making a complaint.

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

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

(a) to an employee who represents the Institute in an application for certification or in an intervention,

and

(b) to an employee who makes personal representations with respect to a certification.

30.03 Employee Called as a Witness

The Employer will grant leave with pay:

(a) to an employee called as a witness by the Public Service Labour Relations Board,

and

(b) where operational requirements permit, to an employee called as a witness by an employee or the

Institute.

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

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

30.05 Employee Called as a Witness

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

30.06 Adjudication

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

(a) a party to an adjudication,

or

(b) the representative of an employee who is a party to an adjudication,

or

(c) a witness called by an employee who is party to an adjudication.

30.07 Meetings During the Grievance Process

Employee Presenting Grievance

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

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

and

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

pay when the meeting is held outside the headquarters area of such employee.

30.08 Employee Who Acts as Representative

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

30.09 Grievance Investigations

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

30.10 Contract Negotiations Meetings

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

30.11 Preparatory Contract Negotiations Meetings

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

30.12 Meetings Between the Institute and Management

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

30.13 Institute Official Meetings and Conventions

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

30.14 Employee Representatives Training Courses

(a) Where operational requirements permit, the Employer will grant leave without pay to employees appointed as employee representatives by the Institute, to undertake training sponsored by the Institute

related to the duties of an employee representative.

(b) Where operational requirements permit, the Employer will grant leave with pay to employees appointed as employee representatives by the Institute, to attend training sessions concerning Employer-employee relations sponsored by the Employer.

ARTICLE 31 ILLEGAL STRIKES

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

ARTICLE 32 INTERPRETATION OF AGREEMENT

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

ARTICLE 33 DISPUTE RESOLUTION

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

ARTICLE 34 GRIEVANCE PROCEDURE

34.01 In cases of alleged misinterpretation or misapplication arising out of Agreements concluded by the National Joint Council of the Public Service on items which may be included in a Collective Agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with Section 7.0 of the NJC by-laws.

34.02 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When an employee, within the time limits prescribed in clause 34.09, gives notice that they wish 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.

34.03 An employee who wishes to present a grievance at any prescribed step in the grievance procedure, shall transmit this grievance to the 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 employee with a receipt stating the date on which the grievance was received.

34.04 A grievance of an employee 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.

34.05 Subject to and as provided in Section 208 of the *Public Service Labour Relations Act*, an employee who feels that he has been treated unjustly or considers himself 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 34.03, except that:

(a) where there is another administrative procedure provided by or under any Act of Parliament to deal with the 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, the employee is not entitled to present the grievance unless the employee has the approval of and is represented by the Institute.

34.06 There shall be no more than a maximum of four (4) steps in the grievance procedure. These steps shall be as follows:

(a) Step 1 - first (1st) level of management;

(b) Steps 2 and 3 in departments or agencies where such steps are established - intermediate step(s);

(c) Final Step - Chief Executive or Deputy Head or authorized representative.

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

This information shall be communicated to employees by means of notices posted by the Employer in

places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Institute.

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

34.09 An employee may present a grievance to the first (1st) step of the procedure in the manner prescribed in clause 34.03, not later than the twenty-fifth (25th) day after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstances giving rise to the grievance.

34.10 An employee may present a grievance at each succeeding step in the grievance procedure beyond the first (1st) step either:

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

or

(b) where the Employer has not conveyed a decision to the employee within the time prescribed in clause 34.11, within fifteen (15) days after the employee presented the grievance at the previous step.

34.11 The Employer shall normally reply to an employee's 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.

34.12 Where an employee has been represented by the Institute in the presentation of a 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.

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

34.14 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.

34.15 Where the provisions of clause 34.03 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.

34.16 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate the Institute representative, except as provided in clause 34.18.

34.17 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 employee, and, where applicable, the Institute.

34.18 Where the Employer demotes or terminates an employee for cause 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.

34.19 An employee may by written notice to their immediate supervisor or officer-in-charge abandon a grievance.

34.20 Any employee 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 employee's control, they were unable to comply with the prescribed time limits.

34.21 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this Collective Agreement.

34.22 Where an employee has presented a grievance up to and including the final step in the grievance procedure with respect to:

(a) the interpretation or application in respect of the employee of a provision of this Collective Agreement or related Arbitral Award,

or

(b) disciplinary action resulting in suspension or a financial penalty,

or

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

and the employee's grievance has not been dealt with to the employee's satisfaction, the employee may refer the grievance to adjudication in accordance with the provisions of the *Public Service Labour Relations Act* and Regulations.

34.23 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.

ARTICLE 35

NATIONAL JOINT COUNCIL AGREEMENTS

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

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

**

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

(1) Bilingualism Bonus Policy Directive

(2) Commuting Assistance Directive

(3) Foreign Service Directives

Health/Safety

(4) Boiler and Pressure Vessels Directive

(5) Committees and Representatives Directive

(6) Hazardous Substances Directive

(7) Electrical Directive

(8) Elevated Work Structures Directive

(9) Elevating Devices Directive

(10) First-Aid Allowance Directive

(11) First-Aid Safety and Health Directive

(12) Hazardous Confined Spaces Directive

(13) Material Handling Safety Directive

(14) Motor Vehicle Operations Directive

(15) Noise Control and Hearing Conservation Directive

(16) Personal Protective Equipment and Clothing Directive

(17) Pesticides Directive

(18) Refusal to Work Directive

(19) Sanitation Directive

(20) Tools and Machinery Directive

(21) Use and Occupancy of Buildings Directive

(22) Isolated Posts and Government Housing Directive

(23) Travel Directive

(24) NJC Relocation - IRP Directive

(25) Uniforms Directive

(26) Public Service Health Care Plan Directive

(27) Memorandum of Understanding on the Definition of Spouse

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

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

ARTICLE 36

JOINT CONSULTATION

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

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

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

Joint Consultation Committee Meetings

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

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

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

**

36.07 Without prejudice to the position the Employer or the Institute may wish to take in 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.

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

ARTICLE 37

STANDARDS OF DISCIPLINE

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

**

37.02 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or to render a disciplinary decision concerning him, the employee is entitled to have, at his request, a representative of the Institute attend the meeting. Where practicable, the

employee shall receive a minimum of two (2) days notice of such a meeting as well as its purpose.

**

37.03 At any administrative inquiry, hearing or investigation conducted by the Employer, where the actions of an employee may have had a bearing on the events or circumstances leading thereto, and the employee is required to appear at the administrative inquiry, hearing or investigation being conducted, he may be accompanied by a representative of the Institute. 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 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

ARTICLE 38 LABOUR DISPUTES

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

ARTICLE 39 PART-TIME EMPLOYEES

39.01 Definition

(a) Part-time employee means a person whose normal scheduled hours of work are less than thirty-seven and one-half (37 1/2) hours per week, but not less than those prescribed in the *Public Service Labour Relations Act*.

**

(b) Notwithstanding the provisions of 39.01(a), NU-CHN's in FNIHB, (known as regular part-time employees), whose normal scheduled hours of work average less than thirty-seven and one-half (37 1/2) 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 and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) 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 and one-half (37 1/2) hours in a week at the hourly rate of pay.

39.05 Leave will only be provided:

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

or

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

39.06 Designated Holidays

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

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

39.08 Overtime

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

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

39.10 Call-back

(a) When a part-time employee is called back to work or when a part-time employee who is on standby duty is called back to work by the Employer anytime outside his normal working hours, and such employee is not entitled to overtime in accordance with the present article, the employee shall be entitled to the greater of:

(i) a minimum of three (3) hours' pay at the straight-time rate;

or

(ii) compensation at the applicable rate for all hours worked.

(b) When a part-time employee is entitled to overtime in accordance with the present article the employee shall be paid in accordance with Article 10, Call-back, of this Agreement.

**

39.11 Vacation Leave

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

(a) when the entitlement is nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee's workweek per month;

(b) when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of hours in the employee's workweek per month;

(c) when the entitlement is thirteen decimal seven five (13.75) hours a month, .367 multiplied by the number of hours in the employee's workweek per month;

(d) when the entitlement is fourteen decimal four (14.4) hours a month, .383 multiplied by the number of hours in the employee's workweek per month;

(e) when the entitlement fifteen decimal six two five (15.625) hours a month, .417 multiplied by the number of hours in the employee's workweek per month;

(f) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, .450 multiplied by the number of hours in the employee's workweek per month;

(g) when the entitlement is eighteen decimal seven five (18.75) hours a month, .500 multiplied by the number of hours in the employee's workweek per month.

39.12 Sick Leave

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

39.13 Vacation and Sick Leave Administration

(a) For the purposes of administration of clauses 39.11 and 39.12, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average calculated on a monthly basis.

(b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

39.14 Severance Pay

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

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

ARTICLE 40

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

40.01 For the purpose of this Article,

(a) a formal assessment and/or appraisal of an employee's performance means any written assessment and/or appraisal by any supervisor of how well the employee has performed his assigned tasks during a specified period in the past;

(b) formal assessment and/or appraisals of employee performance shall be recorded on a form prescribed by the Employer for this purpose.

40.02

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

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

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

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

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

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

ARTICLE 41

EMPLOYMENT REFERENCES

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

ARTICLE 42

SEXUAL HARASSMENT

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

42.02

(a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

(b) If by reason of paragraph 42.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

**

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

ARTICLE 43

NO DISCRIMINATION

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

43.02

(a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of a complaint.

(b) If by reason of paragraph 43.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

**

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

Act.

ARTICLE 44

PENOLOGICAL FACTOR ALLOWANCE

General

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

**

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

**

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

**

Amount of PFA

44.04

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

Application of PFA

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

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

44.07 Except as prescribed in clause 44.09 below, an employee shall be entitled to receive PFA for any

month in which he receives a minimum of ten (10) days' pay in a position(s) to which PFA applies.

**

44.08 Except as provided in clause 44.08 below, PFA shall be adjusted when the incumbent of a position to which PFA applies, is appointed or assigned duties in another position to which a different level of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one position to which PFA applies, the employee shall receive the higher allowance, provided he has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

**

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

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

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

or

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

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

Public Service Superannuation Act

Public Service Disability Insurance Plan

Canada Pension Plan

Quebec Pension Plan

Employment Insurance

Government Employees Compensation Act

Flying Accident Compensation Regulations

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

ARTICLE 45

PAY

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

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

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

or

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

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

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

45.05 Pay Administration

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

(a) the employee shall receive their pay increment;

(b) the employee's rate of pay shall be revised;

(c) the employee's rate of pay on appointment shall be established in accordance with this Agreement.

**

45.06 Rates of Pay

(a) The rates of pay set forth in Appendix "A" shall become effective on the dates specified.

(b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply:

(i) "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefor;

(ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the groups identified in Article 25 of this Agreement during the retroactive period;

(iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;

(iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Public Service Terms and Conditions of Employment Regulations, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;

(v) no payment or no notification shall be made pursuant to paragraph 45.06(b) for one dollar (\$1.00) or less.

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

45.08 Overpayment

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

45.09 Acting Pay

(a) When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for the number of consecutive working days indicated in (i) or (ii), the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts.

(i) two (2) working days: ND-DIT and OP level 1, and NU-CHN and NU-HOS levels 1-4;

(ii) four (4) working days: all other employees.

(b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for the purpose of the qualifying period.

**

45.10 New Classification Standard

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

ARTICLE 46 VARIATION IN HOURS OF WORK

**

46.01 Principle

The following conditions shall apply to employees to whom the provisions of clause 8.06 (Compressed Work Week) and subparagraph 8.09(e)(i) (shift longer than 7 1/2 hours) of Article 8 apply.

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

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

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

46.02 General Application

(a) Conversion to Hours

(i) The provisions of the Collective Agreement which specify days shall be converted to hours based on a seven and one-half (7 1/2) hour day as follows:

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

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

(b) Implementation and Termination

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

(c) Leave - Usage

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

46.03 Specific Applications

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

(a) Article 2 - Interpretation and Definitions

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

(b) Article 9 - Overtime

(i) Overtime compensation shall only be applicable on a normal work day for hours in excess of the employee's scheduled daily hours of work.

(ii) The provision of two (2) times the straight-time hourly rate still applies when a designated paid holiday(s) separates the period of consecutive and contiguous days of rest provided the requirements of subparagraph 46.03(b)(i) above are met.

(c) Article 12 - Designated Paid Holiday

A designated holiday shall account for seven and one-half (7 1/2) hours.

(d) Article 13 - Travelling Time

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

(e) Article 15 - Vacation Leave

Leave When Employment Terminates

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

**ARTICLE 47
SHIFT AND WEEKEND PREMIUMS**

**

47.01

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

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

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

47.02

**

(a) Employees shall receive an additional premium of two dollars (\$2.00) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below.

(b) Weekend premiums shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

**ARTICLE 48
SHIFT PRINCIPLE**

48.01

(a) When a full-time employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours his scheduled hours of work on a day during which he would be eligible for a shift premium, the employee may request that his hours of work on that day be scheduled between 7 a.m. and 6 p.m.

(i) Public Service Labour Relations Board Proceedings

Clauses 30.01, 30.02, 30.04, 30.05 and 30.06.

(ii) Contract Negotiation and Preparatory Contract Negotiation Meetings

Clauses 30.10 and 30.11.

(iii) Personnel Selection Process

Article 17.14.

(iv) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.

(v) Training Courses which the employee is required to attend by the Employer.

**

(vi) Provincial Workers Compensation Hearings.

(b) In no case will the employee be required to report back for work on his next scheduled work period without at least twelve (12) hours of rest; nor will the employee lose any portion of his regular pay because the employee reported for work later than the scheduled start of the shift.

(c) In every case, such request will be granted provided there is no increase in cost to the Employer.

(d) Notwithstanding paragraph (c), proceedings described in sub-paragraph 48.01(a)(v) are not subject to the condition that there be no increase in cost to the Employer.

ARTICLE 49

CONTRACTING OUT

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

****ARTICLE 50**

DANGEROUS GOODS

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

ARTICLE 51

AGREEMENT RE-OPENER

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

ARTICLE 52

DURATION

**

52.01 The duration of this Collective Agreement shall be from the date it is signed to 30 September 2007.

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

SIGNED AT OTTAWA, this 31st day of the month of May 2005.

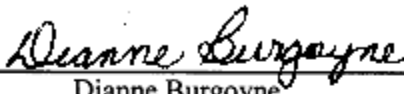
THE TREASURY BOARD
OF
CANADA

THE PROFESSIONAL
INSTITUTE OF THE PUBLIC
SERVICE OF CANADA

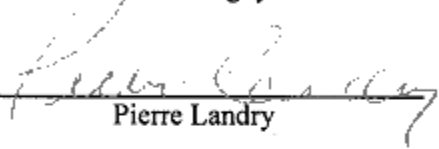

Hélène Laurendeau



Michèle Demers


Danielle Chainé



Dianne Burgoyne


Pat Cruickshank


Pierre Landry


Joan Edwards



Deborah Chamney

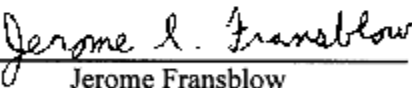

LCol Anne Espenart

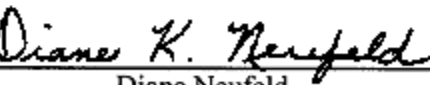

Lillie Spray


Suzanne Marchand-Bigras


Dr. Jay Danforth


Elise Minguy


Jerome Fransblow


Diane Neufeld


Raj Khoyratty


Tania Plante


Suzelle Brosseau

THE TREASURY BOARD
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SERVICE OF CANADA



Louise Richer



Sally Diehl



Dr. Robert E. Smith



Dr. Gregory W. Taylor

****APPENDIX "A"**

**DE - DENTISTRY GROUP
ANNUAL RATES OF PAY
(in dollars)**

- A) Effective October 1, 2003
- B) Effective October 1, 2004
- C) Effective October 1, 2005
- D) Effective October 1, 2006

DE-1

From:	\$	62625	65679	68731	71778	74830	77877	80992
To:	A	64191	67321	70449	73572	76701	79824	83017
	B	65635	68836	72034	75227	78427	81620	84885
	C	67210	70488	73763	77032	80309	83579	86922
	D	68890	72250	75607	78958	82317	85668	89095

DE-2

From:	\$	68004	71320	74642	77951	81269	84587	87971
To:	A	69704	73103	76508	79900	83301	86702	90170
	B	71272	74748	78229	81698	85175	88653	92199
	C	72983	76542	80106	83659	87219	90781	94412
	D	74808	78456	82109	85750	89399	93051	96772

DE-3

From:	\$	73979	77594	81205	84820	88432	92045	95727
To:	A	75828	79534	83235	86941	90643	94346	98120
	B	77534	81324	85108	88897	92682	96469	100328
	C	79395	83276	87151	91031	94906	98784	102736
	D	81380	85358	89330	93307	97279	101254	105304

PAY NOTES

PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES

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

PAY ADJUSTMENT ADMINISTRATION

**

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

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

X) Restructure - Effective October 1, 2003

A) Effective October 1, 2003

B) Effective October 1, 2004

C) Effective October 1, 2005

D) Effective October 1, 2006

MEDICAL OFFICER SUB-GROUP

MD-MOF-1

From:	\$	63273	66638	69999	73365	76728	80091	83457
To:	X		66638	69999	73365	76728	80091	83457
	A		68304	71749	75199	78646	82093	85543
	B		69841	73363	76891	80416	83940	87468
	C		71517	75124	78736	82346	85955	89567
	D		73305	77002	80704	84405	88104	91806
From:	\$	86821	90183					

To:	X	86821	90183
	A	88992	92438
	B	90994	94518
	C	93178	96786
	D	95507	99206

MD-MOF-2

From:	\$	81602	85107	88609	92114	95616	99251	102738
To:	X		85107	88609	92114	95616	99251	102738
	A		87235	90824	94417	98006	101732	105306
	B		89198	92868	96541	100211	104021	107675
	C		91339	95097	98858	102616	106518	110259
	D		93622	97474	101329	105181	109181	113015

MD-MOF-3

From:	\$	94139	98203	102269	106156	109884
To:	X		98203	102269	106156	109884
	A		100658	104826	108810	112631
	B		102923	107185	111258	115165
	C		105393	109757	113928	117929
	D		108028	112501	116776	120877

MD-MOF-4

From:	\$	99523	103726	107931	112034	115971
To:	X		103726	107931	112034	115971
	A		106319	110629	114835	118870
	B		108711	113118	117419	121545
	C		111320	115833	120237	124462
	D		114103	118729	123243	127574

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

From:	\$	98357	102074	105790	110022
To:	X		102074	105790	110022
	A		104626	108435	112773
	B		106980	110875	115310
	C		109548	113536	118077
	D		112287	116374	121029

MD-MSP-2

From:	\$	104997	108755	112511	116785
To:	X		108755	112511	116785
	A		111474	115324	119705
	B		113982	117919	122398
	C		116718	120749	125336
	D		119636	123768	128469

PAY NOTES**PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

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

RESTRUCTURING

**

3. All employees at the MD-MOF levels 1 to 4 and at the MD-MSP levels 1 to 2 for whom a restructuring is effective October 1, 2003 will move to the rate of pay shown immediately below the employee's former rate of pay at the X range shown in Appendix "A" or at the closest rate, but not less than the employee's former rate of pay.

PAY ADJUSTMENT ADMINISTRATION

**

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

ND - NUTRITION AND DIETETICS GROUP

ANNUAL RATES OF PAY

(in dollars)

A) Effective October 1, 2003

B) Effective October 1, 2004

C) Effective October 1, 2005

D) Effective October 1, 2006

SUBGROUP: DIETITIAN

ND-DIT-1

From:	\$	51981	53292	54683	56092	57499	58972	60504
To:	A	53281	54624	56050	57494	58936	60446	62017

	B	54480	55853	57311	58788	60262	61806	63412
	C	55788	57193	58686	60199	61708	63289	64934
	D	57183	58623	60153	61704	63251	64871	66557
From:	\$	62039						
To:	A	63590						
	B	65021						
	C	66582						
	D	68247						

ND-DIT-2

From:	\$	58324	59883	61451	63243	64948	66653	
To:	A	59782	61380	62987	64824	66572	68319	
	B	61127	62761	64404	66283	68070	69856	
	C	62594	64267	65950	67874	69704	71533	
	D	64159	65874	67599	69571	71447	73321	

ND-DIT-3

From:	\$	62733	64419	66267	68094	69996	71899	
To:	A	64301	66029	67924	69796	71746	73696	
	B	65748	67515	69452	71366	73360	75354	
	C	67326	69135	71119	73079	75121	77162	
	D	69009	70863	72897	74906	76999	79091	

ND-DIT-4

From:	\$	71847	73824	75807	77785	79764	81744	
To:	A	73643	75670	77702	79730	81758	83788	
	B	75300	77373	79450	81524	83598	85673	
	C	77107	79230	81357	83481	85604	87729	
	D	79035	81211	83391	85568	87744	89922	

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

From:	\$	53943	55608	57433	59240	61120	63000	
To:	A	55292	56998	58869	60721	62648	64575	
	B	56536	58280	60194	62087	64058	66028	
	C	57893	59679	61639	63577	65595	67613	
	D	59340	61171	63180	65166	67235	69303	

ND-ADV-2

From:	\$	60935	63071	65202	67336	69569	71801	
To:	A	62458	64648	66832	69019	71308	73596	
	B	63863	66103	68336	70572	72912	75252	
	C	65396	67689	69976	72266	74662	77058	
	D	67031	69381	71725	74073	76529	78984	

ND-ADV-3

From:	\$	68071	70652	73235	75807	78381	80490	82602
To:	A	69773	72418	75066	77702	80341	82502	84667
	B	71343	74047	76755	79450	82149	84358	86572
	C	73055	75824	78597	81357	84121	86383	88650
	D	74881	77720	80562	83391	86224	88543	90866

SUBGROUP: HOME ECONOMIST

ND-HME-1

From:	\$	54184	55566	56959	58412	59920	61432
To:	A	55539	56955	58383	59872	61418	62968
	B	56789	58236	59697	61219	62800	64385
	C	58152	59634	61130	62688	64307	65930
	D	59606	61125	62658	64255	65915	67578

ND-HME-2

From:	\$	57776	59382	61003	62623	64301	65934	67566
To:	A	59220	60867	62528	64189	65909	67582	69255
	B	60552	62237	63935	65633	67392	69103	70813
	C	62005	63731	65469	67208	69009	70761	72513
	D	63555	65324	67106	68888	70734	72530	74326

ND-HME-3

From:	\$	63151	64933	66704	68555	70473	72304	74135
To:	A	64730	66556	68372	70269	72235	74112	75988
	B	66186	68054	69910	71850	73860	75780	77698
	C	67774	69687	71588	73574	75633	77599	79563
	D	69468	71429	73378	75413	77524	79539	81552

ND-HME-4

From:	\$	71118	73345	75564	77778	80077	82375
To:	A	72896	75179	77453	79722	82079	84434
	B	74536	76871	79196	81516	83926	86334
	C	76325	78716	81097	83472	85940	88406
	D	78233	80684	83124	85559	88089	90616

PAY NOTES**PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

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

PAY ADJUSTMENT ADMINISTRATION

**

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

RATE OF PAY ON APPOINTMENT

4.

(a) The rate of pay on initial appointment shall be no less than:

Subparagraphs (i), (ii), (iii) and (iv) apply to ND-ADV-1, ND-DIT-1, and ND-HME-2 only.

(i) the first (1st) rate of the salary scale for persons with less than one (1) year of recent and relevant experience;

(ii) the second (2nd) rate of the salary scale for persons with one (1) year, but less than two (2) years of recent and relevant experience;

(iii) the third 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)**X) Restructure - Effective October 1, 2003****A) Effective October 1, 2003****B) Effective October 1, 2004****C) Effective October 1, 2005****D) Effective October 1, 2006****REGION: ATLANTIC****OP-1**

From:	\$	48982	50223	51459	52701	53978	
To:	X		50223	51459	52701	53978	55255
	A		51479	52745	54019	55327	56636
	B		52637	53932	55234	56572	57910
	C		53900	55226	56560	57930	59300
	D		55248	56607	57974	59378	60783

OP-2

From:	\$	50350	51698	53042	54394	55729	57129	
To:	X		51698	53042	54394	55729	57129	58529
	A		52990	54368	55754	57122	58557	59992
	B		54182	55591	57008	58407	59875	61342
	C		55482	56925	58376	59809	61312	62814
	D		56869	58348	59835	61304	62845	64384

OP-3

From:	\$	53163	54627	56082	57545	59000	60515	
To:	X		54627	56082	57545	59000	60515	62030
	A		55993	57484	58984	60475	62028	63581
	B		57253	58777	60311	61836	63424	65012
	C		58627	60188	61758	63320	64946	66572
	D		60093	61693	63302	64903	66570	68236

OP-4

From:	\$	56240	57832	59413	60998	62582	64228	
To:	X		57832	59413	60998	62582	64228	65874
	A		59278	60898	62523	64147	65834	67521
	B		60612	62268	63930	65590	67315	69040
	C		62067	63762	65464	67164	68931	70697
	D		63619	65356	67101	68843	70654	72464

REGION: QUEBEC**OP-1**

From:	\$	55574	57134	58689	60247	61803	63410	65019
To:	X		57134	58689	60247	61803	63410	65019
	A		58562	60156	61753	63348	64995	66644
	B		59880	61510	63142	64773	66457	68143
	C		61317	62986	64657	66328	68052	69778
	D		62850	64561	66273	67986	69753	71522

From:	\$	66626	68230	69840				
To:	X	66626	68230	69840	71450			
	A	68292	69936	71586	73236			
	B	69829	71510	73197	74884			
	C	71505	73226	74954	76681			
	D	73293	75057	76828	78598			
OP-2								
From:	\$	58849	60547	62239	63928	65621	67375	69129
To:	X		60547	62239	63928	65621	67375	69129
	A		62061	63795	65526	67262	69059	70857
	B		63457	65230	67000	68775	70613	72451
	C		64980	66796	68608	70426	72308	74190
	D		66605	68466	70323	72187	74116	76045
From:	\$	70888	72641	74399				
To:	X	70888	72641	74399	76157			
	A	72660	74457	76259	78061			
	B	74295	76132	77975	79817			
	C	76078	77959	79846	81733			
	D	77980	79908	81842	83776			
OP-3								
From:	\$	62379	64225	66057	67890	69728	71628	73531
To:	X		64225	66057	67890	69728	71628	73531
	A		65831	67708	69587	71471	73419	75369
	B		67312	69231	71153	73079	75071	77065
	C		68927	70893	72861	74833	76873	78915
	D		70650	72665	74683	76704	78795	80888
From:	\$	75429	77329	79231				
To:	X	75429	77329	79231	81133			
	A	77315	79262	81212	83161			
	B	79055	81045	83039	85032			
	C	80952	82990	85032	87073			
	D	82976	85065	87158	89250			
OP-4								
From:	\$	66263	68250	70246	72237	74227	76297	78364
To:	X		68250	70246	72237	74227	76297	78364
	A		69956	72002	74043	76083	78204	80323
	B		71530	73622	75709	77795	79964	82130
	C		73247	75389	77526	79662	81883	84101
	D		75078	77274	79464	81654	83930	86204
From:	\$	80433	82504	84571				
To:	X	80433	82504	84571	86638			
	A	82444	84567	86685	88804			
	B	84299	86470	88635	90802			
	C	86322	88545	90762	92981			
	D	88480	90759	93031	95306			

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

From:	\$	52618	54060	55492	56936	58372	59851	61335
To:	X		54060	55492	56936	58372	59851	61335
	A		55412	56879	58359	59831	61347	62868
	B		56659	58159	59672	61177	62727	64283
	C		58019	59555	61104	62645	64232	65826
	D		59469	61044	62632	64211	65838	67472

From:	\$	
To:	X	62819
	A	64389
	B	65838
	C	67418
	D	69103

OP-2

From:	\$	55648	57203	58769	60329	61894	63512	65130
To:	X		57203	58769	60329	61894	63512	65130
	A		58633	60238	61837	63441	65100	66758
	B		59952	61593	63228	64868	66565	68260
	C		61391	63071	64745	66425	68163	69898
	D		62926	64648	66364	68086	69867	71645

From:	\$	
To:	X	66748
	A	68417
	B	69956
	C	71635
	D	73426

OP-3

From:	\$	58906	60605	62290	63987	65679	67434	69191
To:	X		60605	62290	63987	65679	67434	69191
	A		62120	63847	65587	67321	69120	70921
	B		63518	65284	67063	68836	70675	72517
	C		65042	66851	68673	70488	72371	74257
	D		66668	68522	70390	72250	74180	76113

From:	\$	
To:	X	70948
	A	72722
	B	74358
	C	76143
	D	78047

OP-4

From:	\$	62484	64322	66158	67996	69840	71744	73698
To:	X		64322	66158	67996	69840	71744	73698
	A		65930	67812	69696	71586	73538	75540
	B		67413	69338	71264	73197	75193	77240
	C		69031	71002	72974	74954	76998	79094

	D		70757	72777	74798	76828	78923	81071
From:	\$							
To:	X	75652						
	A	77543						
	B	79288						
	C	81191						
	D	83221						

REGION: MANITOBA**OP-1**

From:	\$	49011	50301	51587	52882	54176	55503	56648
To:	X		50301	51587	52882	54176	55503	56648
	A		51559	52877	54204	55530	56891	58064
	B		52719	54067	55424	56779	58171	59370
	C		53984	55365	56754	58142	59567	60795
	D		55334	56749	58173	59596	61056	62315
From:	\$							
To:	X	57793						
	A	59238						
	B	60571						
	C	62025						
	D	63576						

OP-2

From:	\$	51728	53133	54530	55933	57336	58788	
To:	X		53133	54530	55933	57336	58788	60240
	A		54461	55893	57331	58769	60258	61746
	B		55686	57151	58621	60091	61614	63135
	C		57022	58523	60028	61533	63093	64650
	D		58448	59986	61529	63071	64670	66266

OP-3

From:	\$	54656	56179	57698	59219	60735	62320	
To:	X		56179	57698	59219	60735	62320	63905
	A		57583	59140	60699	62253	63878	65503
	B		58879	60471	62065	63654	65315	66977
	C		60292	61922	63555	65182	66883	68584
	D		61799	63470	65144	66812	68555	70299

OP-4

From:	\$	57868	59515	61166	62813	64473	66186	
To:	X		59515	61166	62813	64473	66186	67899
	A		61003	62695	64383	66085	67841	69596
	B		62376	64106	65832	67572	69367	71162
	C		63873	65645	67412	69194	71032	72870
	D		65470	67286	69097	70924	72808	74692

REGION: SASKATCHEWAN**OP-1**

From:	\$	49011	50301	51587	52882	54176	55503	56829
To:	X		50301	51587	52882	54176	55503	56829

	A	51559	52877	54204	55530	56891	58250
	B	52719	54067	55424	56779	58171	59561
	C	53984	55365	56754	58142	59567	60990
	D	55334	56749	58173	59596	61056	62515
From:	\$						
To:	X	58155					
	A	59609					
	B	60950					
	C	62413					
	D	63973					
OP-2							
From:	\$	51728	53133	54530	55933	57336	58788
To:	X		53133	54530	55933	57336	58788
	A		54461	55893	57331	58769	60258
	B		55686	57151	58621	60091	61614
	C		57022	58523	60028	61533	63093
	D		58448	59986	61529	63071	64670
From:	\$						
To:	X	61282					
	A	62814					
	B	64227					
	C	65768					
	D	67412					
OP-3							
From:	\$	54656	56179	57698	59219	60735	62320
To:	X		56179	57698	59219	60735	62320
	A		57583	59140	60699	62253	63878
	B		58879	60471	62065	63654	65315
	C		60292	61922	63555	65182	66883
	D		61799	63470	65144	66812	68555
From:	\$						
To:	X	65480					
	A	67117					
	B	68627					
	C	70274					
	D	72031					
OP-4							
From:	\$	57868	59515	61166	62813	64473	66186
To:	X		59515	61166	62813	64473	66186
	A		61003	62695	64383	66085	67841
	B		62376	64106	65832	67572	69367
	C		63873	65645	67412	69194	71032
	D		65470	67286	69097	70924	72808
From:	\$						
To:	X	69612					

A 71352
 B 72957
 C 74708
 D 76576

REGION: ALBERTA**OP-1**

From:	\$	49595	50967	52337	53713	55079	56449	57866
To:	X		50967	52337	53713	55079	56449	57866
	A		52241	53645	55056	56456	57860	59313
	B		53416	54852	56295	57726	59162	60648
	C		54698	56168	57646	59111	60582	62104
	D		56065	57572	59087	60589	62097	63657

From:	\$							
To:	X	59283						
	A	60765						
	B	62132						
	C	63623						
	D	65214						

OP-2

From:	\$	53854	55350	56831	58320	59808	61355	
To:	X		55350	56831	58320	59808	61355	62902
	A		56734	58252	59778	61303	62889	64475
	B		58011	59563	61123	62682	64304	65926
	C		59403	60993	62590	64186	65847	67508
	D		60888	62518	64155	65791	67493	69196

OP-3

From:	\$	56963	58580	60193	61805	63419	65098	
To:	X		58580	60193	61805	63419	65098	66777
	A		60045	61698	63350	65004	66725	68446
	B		61396	63086	64775	66467	68226	69986
	C		62870	64600	66330	68062	69863	71666
	D		64442	66215	67988	69764	71610	73458

OP-4

From:	\$	60373	62125	63881	65629	67387	69206	
To:	X		62125	63881	65629	67387	69206	71025
	A		63678	65478	67270	69072	70936	72801
	B		65111	66951	68784	70626	72532	74439
	C		66674	68558	70435	72321	74273	76226
	D		68341	70272	72196	74129	76130	78132

REGION: BRITISH COLUMBIA**OP-1**

From:	\$	57974	59503	61035	62614			
To:	X		59503	61035	62614	64193		
	A		60991	62561	64179	65798		
	B		62363	63969	65623	67278		
	C		63860	65504	67198	68893		

	D		65457	67142	68878	70615		
OP-2								
From:	\$	58137	59797	61457	63120	64785	66504	
To:	X		59797	61457	63120	64785	66504	68223
	A		61292	62993	64698	66405	68167	69929
	B		62671	64410	66154	67899	69701	71502
	C		64175	65956	67742	69529	71374	73218
	D		65779	67605	69436	71267	73158	75048
OP-3								
From:	\$	61604	63411	65214	67015	68819	70690	
To:	X		63411	65214	67015	68819	70690	72561
	A		64996	66844	68690	70539	72457	74375
	B		66458	68348	70236	72126	74087	76048
	C		68053	69988	71922	73857	75865	77873
	D		69754	71738	73720	75703	77762	79820
OP-4								
From:	\$	65410	67370	69325	71285	73244	75275	
To:	X		67370	69325	71285	73244	75275	77306
	A		69054	71058	73067	75075	77157	79239
	B		70608	72657	74711	76764	78893	81022
	C		72303	74401	76504	78606	80786	82967
	D		74111	76261	78417	80571	82806	85041

OP - OCCUPATIONAL AND PHYSICAL THERAPY GROUP

PAY NOTES

PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES

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

RESTRUCTURING

**

3. All employees at the OP levels 1 to 4 scale of rates for whom a restructuring is effective October 1, 2003 will move to the rate of pay shown immediately below the employee's former rate of pay at the X range shown in Appendix "A" or at the closest rate, but not less than the employee's former rate of pay.

**

4. Employees at the OP levels 1 to 4 scale of rates who have been at the maximum rate of pay for their level for twelve (12) months or more on October 1, 2003, will move to the new maximum rate of pay effective October 1, 2003.

PAY ADJUSTMENT ADMINISTRATION

**

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

RATE OF PAY ON APPOINTMENT

6.

a) The rate of pay on initial appointment shall be no less than:

Subparagraphs (i), (ii), (iii), (iv) and (v) apply to OP-1 only.

(i) the first (1st) rate of the salary scale for persons with less than one (1) year of recent and relevant experience;

(ii) the second (2nd) rate of the salary scale for persons with one (1) year, but less than two (2) years of recent and relevant experience;

(iii) the third (3rd) rate of the salary scale for persons with two (2) years, but less than three (3) years of recent and relevant experience;

(iv) the fourth (4th) rate of the salary scale for persons with three (3) years, but less than four (4) years of recent and relevant experience;

(v) In regions, where there are more than four (4) experience increments at level OP-1, persons will be granted one (1) experience increment for each additional year of recent and relevant experience to the maximum of the level OP-1 scale of rates.

PH - PHARMACY GROUP
ANNUAL RATES OF PAY
(in dollars)

X) Restructure - Effective October 1, 2003

A) Effective October 1, 2003

B) Effective October 1, 2004

C) Effective October 1, 2005

D) Effective October 1, 2006

PH-1

From:	\$	54192	56209	58224	60242	62260	64346	66501
To:	X			58224	60242	62260	64346	66501
	A			59680	61748	63817	65955	68164
	B			61023	63137	65253	67439	69698
	C			62488	64652	66819	69058	71371
	D			64050	66268	68489	70784	73155
From:	\$	68729						
To:	X	68729	70957	73185				
	A	70447	72731	75015				
	B	72032	74367	76703				
	C	73761	76152	78544				
	D	75605	78056	80508				

PH-2

From:	\$	64230	66537	69199	71966	75026		
To:	X			69199	71966	75026	78086	81146
	A			70929	73765	76902	80038	83175
	B			72525	75425	78632	81839	85046
	C			74266	77235	80519	83803	87087
	D			76123	79166	82532	85898	89264

PH-3

From:	\$	70962	73614	76559	79622	82807		
To:	X			76559	79622	82807	85992	89177
	A			78473	81613	84877	88142	91406
	B			80239	83449	86787	90125	93463
	C			82165	85452	88870	92288	95706
	D			84219	87588	91092	94595	98099

PH - PHARMACY GROUP

PAY NOTES

PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES

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

RESTRUCTURING

**

3. All employees for whom a restructuring is effective 1 October 2003 will move to the rate of pay shown immediately below the employee's former rate of pay at the X range shown in Appendix "A" or at the closest rate, but not lower than the employees' former rate of pay.

**

4. Employees at the PH levels 1 to 3 scale of rates who have been at the maximum rate of pay for their level for twelve (12) months or more on October 1, 2003, will move to the next increment effective October 1, 2003. The next statutory increase will be calculated from this date.

PAY ADJUSTMENT ADMINISTRATION

**

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

PS - PSYCHOLOGY GROUP

ANNUAL RATES OF PAY

(in dollars)

X) Restructure - Effective October 1, 2003

A) Effective October 1, 2003

B) Effective October 1, 2004

C) Effective October 1, 2005

D) Effective October 1, 2006**PS-1**

From:	\$	36630	38301	39978	41650	43326	45000	46675
To:	X		38301	39978	41650	43326	45000	46675
	A		39259	40977	42691	44409	46125	47842
	B		40142	41899	43652	45408	47163	48918
	C		41105	42905	44700	46498	48295	50092
	D		42133	43978	45818	47660	49502	51344
From:	\$	48354						
To:	X	48354						
	A	49563						
	B	50678						
	C	51894						
	D	53191						

PS-2

From:	\$	47299	49394	51484	53582	55672	57770	59864
To:	X		49394	51484	53582	55672	57770	59864
	A		50629	52771	54922	57064	59214	61361
	B		51768	53958	56158	58348	60546	62742
	C		53010	55253	57506	59748	61999	64248
	D		54335	56634	58944	61242	63549	65854

PS-3

From:	\$	55598	58002	60403	62802	65209	67621
To:	X		58002	60403	62802	65209	67621
	A		59452	61913	64372	66839	69312
	B		60790	63306	65820	68343	70872
	C		62249	64825	67400	69983	72573
	D		63805	66446	69085	71733	74387

PS-4

From:	\$	62507	65256	68003	70756	73507	76257
To:	X		65256	68003	70756	73507	76257
	A		66887	69703	72525	75345	78163
	B		68392	71271	74157	77040	79922
	C		70033	72982	75937	78889	81840
	D		71784	74807	77835	80861	83886

PS-5

From:	\$	70038	73167	76297	79421	82400	85303
To:	X		73167	76297	79421	82400	85303
	A		74996	78204	81407	84460	87436
	B		76683	79964	83239	86360	89403
	C		78523	81883	85237	88433	91549
	D		80486	83930	87368	90644	93838

PS - PSYCHOLOGY GROUP

PAY NOTES

PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES

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

RESTRUCTURING

**

3. All employees at the PS levels 1 to 5 scale of rates from whom a restructuring is effective October 1, 2003 will move to the rate of pay shown immediately below the employee's former rate of pay at the X rage shown in Appendix "A" or at the closest rate, but not less than the employee's former rate of pay.

PAY ADJUSTMENT ADMINISTRATION

**

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

SW - SOCIAL WORK GROUP

ANNUAL RATES OF PAY

(in dollars)

- X) Restructure - Effective October 1, 2003**
- A) Effective October 1, 2003**
- B) Effective October 1, 2004**
- C) Effective October 1, 2005**
- D) Effective October 1, 2006**

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

From:	\$	31591	33194	34797	36397	38000	39600	41200
To:	X						39600	41200
	A						40590	42230
	B						41503	43180
	C						42499	44216
	D						43561	45321
From:	\$	42802	44405	46009	47612	49216		
To:	X	42802	44405	46009	47612	49216		
	A	43872	45515	47159	48802	50446		
	B	44859	46539	48220	49900	51581		
	C	45936	47656	49377	51098	52819		
	D	47084	48847	50611	52375	54139		

SW-SCW-1 - CLINICAL SOCIAL WORKERS

From:	\$	43768	45371	46973	48574	50177	51778	53377
To:	X						51778	53377
	A						53072	54711
	B						54266	55942
	C						55568	57285
	D						56957	58717
From:	\$	54979	56582	58185	59789	61393		
To:	X	54979	56582	58185	59789	61393		
	A	56353	57997	59640	61284	62928		
	B	57621	59302	60982	62663	64344		
	C	59004	60725	62446	64167	65888		
	D	60479	62243	64007	65771	67535		

SW-SCW-2

From:	\$	43725	45500	47280	49058	50831	52611
To:	A	44818	46638	48462	50284	52102	53926
	B	45826	47687	49552	51415	53274	55139
	C	46926	48831	50741	52649	54553	56462
	D	48099	50052	52010	53965	55917	57874

SW-SCW-2 - CLINICAL SOCIAL WORKERS

From:	\$	53583	55357	57138	58915	60688	62469
To:	A	54923	56741	58566	60388	62205	64031
	B	56159	58018	59884	61747	63605	65472
	C	57507	59410	61321	63229	65132	67043
	D	58945	60895	62854	64810	66760	68719

SW-SCW-3

From:	\$	48926	50921	52914	54914	56912	58906
To:	A	50149	52194	54237	56287	58335	60379
	B	51277	53368	55457	57553	59648	61738
	C	52508	54649	56788	58934	61080	63220
	D	53821	56015	58208	60407	62607	64801

SW-SCW-3 - CLINICAL SOCIAL WORKERS

From:	\$	55884	57879	59871	61872	63870	65863
To:	A	57281	59326	61368	63419	65467	67510
	B	58570	60661	62749	64846	66940	69029
	C	59976	62117	64255	66402	68547	70686
	D	61475	63670	65861	68062	70261	72453

SW-SCW-4

From:	\$	55891	57914	59931	61953	63981	65999
To:	A	57288	59362	61429	63502	65581	67649
	B	58577	60698	62811	64931	67057	69171
	C	59983	62155	64318	66489	68666	70831
	D	61483	63709	65926	68151	70383	72602

SW-SCW-5

From:	\$	66292	68751	71216	73678	76139	78602
To:	A	67949	70470	72996	75520	78042	80567
	B	69478	72056	74638	77219	79798	82380
	C	71145	73785	76429	79072	81713	84357
	D	72924	75630	78340	81049	83756	86466

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

From:	\$	41615	43237	44853	46475	48098
To:	A	42655	44318	45974	47637	49300
	B	43615	45315	47008	48709	50409
	C	44662	46403	48136	49878	51619
	D	45779	47563	49339	51125	52909

SW-CHA-2

From:	\$	47368	49221	51079	52936	54787
To:	A	48552	50452	52356	54259	56157
	B	49644	51587	53534	55480	57421
	C	50835	52825	54819	56812	58799
	D	52106	54146	56189	58232	60269

SW-CHA-3

From:	\$	55461	57369	59286	61189	63113
To:	A	56848	58803	60768	62719	64691
	B	58127	60126	62135	64130	66147
	C	59522	61569	63626	65669	67735
	D	61010	63108	65217	67311	69428

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

1. The pay increment period for employees at the SW-SCW levels 1 to 5 and at the SW-CHA levels 1 to 3 is twelve (12) months. A part-time employee who, on the date of signing of this collective agreement,

has worked more than twelve (12) months since the last increment will receive a salary increment effective on the date of signing. The next statutory increase for part-time employees will be calculated from this date.

2. The pay increment date for an employee, appointed on or after date of signing of this collective agreement, to a position in the bargaining unit upon promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to the signing date of this collective agreement, remains unchanged.

RESTRUCTURING

**

3. Effective on October 1, 2003 prior to any other pay revision which occurs on that date, an employee at the SW-SCW level 1 who has not reached the maximum step of the pay scale shall be paid at the "X" line at the rate of pay which is immediately higher than the employee's rate of pay as of September 30, 2003. The anniversary date remains unchanged.

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

VM - VETERINARY MEDICINE GROUP

ANNUAL RATES OF PAY

(in dollars)

X) Restructure - Effective October 1, 2003

A) Effective October 1, 2003

B) Effective October 1, 2004

C) Effective October 1, 2005

D) Effective October 1, 2006

VM-1

From:	\$	49383	51570	53753	55945	58120	60313	62726
To:	X			53753	55945	58120	60313	62726
	A			55097	57344	59573	61821	64294

	B			56337	58634	60913	63212	65741
	C			57689	60041	62375	64729	67319
	D			59131	61542	63934	66347	69002
VM-2								
From:	\$	57795	60257	62718	65181	67639	70096	72898
To:	X			62718	65181	67639	70096	72898
	A			64286	66811	69330	71848	74720
	B			65732	68314	70890	73465	76401
	C			67310	69954	72591	75228	78235
	D			68993	71703	74406	77109	80191
VM-3								
From:	\$	63668	66406	69144	71872	74615	77354	80447
To:	X			69144	71872	74615	77354	80447
	A			70873	73669	76480	79288	82458
	B			72468	75327	78201	81072	84313
	C			74207	77135	80078	83018	86337
	D			76062	79063	82080	85093	88495
VM-4								
From:	\$	72301	75003	77707	80225	82695	84860	87617
To:	X			77707	80225	82695	84860	87617
	A			79650	82231	84762	86982	89807
	B			81442	84081	86669	88939	91828
	C			83397	86099	88749	91074	94032
	D			85482	88251	90968	93351	96383
VM-5								
From:	\$	79911	82723	85179	87628	90082	92538	95315
To:	X			85179	87628	90082	92538	95315
	A			87308	89819	92334	94851	97698
	B			89272	91840	94412	96985	99896
	C			91415	94044	96678	99313	102294
	D			93700	96395	99095	101796	104851

VM - VETERINARY MEDICINE GROUP

PAY NOTES

PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES

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

Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to the signing date of this collective agreement, remains unchanged.

RESTRUCTURING

**

3. All employees at the VM levels 1 to 5 for whom a restructuring is effective October 1, 2003 will move to the rate of pay shown immediately below the employee's former rate of pay at the X range shown in Appendix "A" or at the closest rate, but not less than the employee's former rate of pay.

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

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

NU - NURSING GROUP

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

(in dollars)

X) Restructure - Effective October 1, 2003

A) Effective October 1, 2003

B) Effective October 1, 2004

C) Effective October 1, 2005

D) Effective October 1, 2006

REGION: ATLANTIC

PENDING REGISTRATION

From:	\$	45786
To:	X	46418
	A	47578
	B	48649

C 49817

D 51062

NU-HOS-1 / NU-CHN-1

From:	\$	48808	49443	50075			
To:	X		49443	50075	50707		
	A		50679	51327	51975		
	B		51819	52482	53144		
	C		53063	53742	54419		
	D		54390	55086	55779		

NU-HOS-2 / NU-CHN-2

From:	\$	50065	51328	52592	53846	55107	56374	57640
To:	X		51328	52592	53846	55107	56374	57640
	A		52611	53907	55192	56485	57783	59081
	B		53795	55120	56434	57756	59083	60410
	C		55086	56443	57788	59142	60501	61860
	D		56463	57854	59233	60621	62014	63407
From:	\$							
To:	X	58906						
	A	60379						
	B	61738						
	C	63220						
	D	64801						

NU-HOS-3 / NU-CHN-3

From:	\$	53465	54914	56350	57795	59231	60672	
To:	X		54914	56350	57795	59231	60672	62113
	A		56287	57759	59240	60712	62189	63666
	B		57553	59059	60573	62078	63588	65098
	C		58934	60476	62027	63568	65114	66660
	D		60407	61988	63578	65157	66742	68327

NU-HOS-4 / NU-CHN-4

From:	\$	53918	55453	56992	58530	60066	61606	63138
To:	X		55453	56992	58530	60066	61606	63138
	A		56839	58417	59993	61568	63146	64716
	B		58118	59731	61343	62953	64567	66172
	C		59513	61165	62815	64464	66117	67760
	D		61001	62694	64385	66076	67770	69454
From:	\$	64675						
To:	X	64675	66212					
	A	66292	67867					
	B	67784	69394					
	C	69411	71059					
	D	71146	72835					

NU-HOS-5 / NU-CHN-5

From:	\$	56761	58491	60219	61945	63677	65396	67123
To:	X		58491	60219	61945	63677	65396	67123
	A		59953	61724	63494	65269	67031	68801

	B	61302	63113	64923	66738	68539	70349
	C	62773	64628	66481	68340	70184	72037
	D	64342	66244	68143	70049	71939	73838
From:	\$	68853					
To:	X	68853	70583				
	A	70574	72348				
	B	72162	73976				
	C	73894	75751				
	D	75741	77645				

NU-HOS-6 / NU-CHN-6

From:	\$	59930	61972	64012	66052	68098	70141	72182
To:	X		61972	64012	66052	68098	70141	72182
	A		63521	65612	67703	69800	71895	73987
	B		64950	67088	69226	71371	73513	75652
	C		66509	68698	70887	73084	75277	77468
	D		68172	70415	72659	74911	77159	79405
From:	\$	74224						
To:	X	74224	76266					
	A	76080	78173					
	B	77792	79932					
	C	79659	81850					
	D	81650	83896					

NU-CHN-7

From:		65560	67841	70132	72415	74576	76984	79266
To:	X		67841	70132	72415	74576	76984	79266
	A		69537	71885	74225	76440	78909	81248
	B		71102	73502	75895	78160	80684	83076
	C		72808	75266	77716	80036	82620	85070
	D		74628	77148	79659	82037	84686	87197
From:	\$	81553						
To:	X	81553	83840					
	A	83592	85936					
	B	85473	87870					
	C	87524	89979					
	D	89712	92228					

NU-CHN-8

From:		74631	77112	79588	82069	84302	87023	89500
To:	A	76497	79040	81578	84121	86410	89199	91738
	B	78218	80818	83414	86014	88354	91206	93802
	C	80095	82758	85416	88078	90474	93395	96053
	D	82097	84827	87551	90280	92736	95730	98454
From:	\$	91654	93806					
To:	A	93945	96151					
	B	96059	98314					
	C	98364	100674					

D 100823 103191

NU - NURSING GROUP
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REGION: QUEBEC**PENDING REGISTRATION**

From: \$ 49400
 To: A 50635
 B 51774
 C 53017
 D 54342

NU-HOS-1 / NU-CHN-1

From: \$ 52806 53495
 To: A 54126 54832
 B 55344 56066
 C 56672 57412
 D 58089 58847

NU-HOS-2 / NU-CHN-2

From: \$ 54175 55542 56913 58285 59651 61024 62389
 To: A 55529 56931 58336 59742 61142 62550 63949
 B 56778 58212 59649 61086 62518 63957 65388
 C 58141 59609 61081 62552 64018 65492 66957
 D 59595 61099 62608 64116 65618 67129 68631

From: \$ 63764
 To: A 65358
 B 66829
 C 68433
 D 70144

NU-HOS-3 / NU-CHN-3

From: \$ 54727 56056 57392 58720 60054 61381 62718
 To: A 56095 57457 58827 60188 61555 62916 64286
 B 57357 58750 60151 61542 62940 64332 65732
 C 58734 60160 61595 63019 64451 65876 67310
 D 60202 61664 63135 64594 66062 67523 68993

From: \$ 64054 65384
 To: A 65655 67019

B	67132	68527
C	68743	70172
D	70462	71926

NU-HOS-4 / NU-CHN-4

From:	\$	56695	58100	59503	60903	62309	63713	65115
To:	A	58112	59553	60991	62426	63867	65306	66743
	B	59420	60893	62363	63831	65304	66775	68245
	C	60846	62354	63860	65363	66871	68378	69883
	D	62367	63913	65457	66997	68543	70087	71630
From:	\$	66515	67921	69325				
To:	A	68178	69619	71058				
	B	69712	71185	72657				
	C	71385	72893	74401				
	D	73170	74715	76261				

NU-HOS-5 / NU-CHN-5

From:	\$	59647	61193	62734	64283	65826	67371	68915
To:	A	61138	62723	64302	65890	67472	69055	70638
	B	62514	64134	65749	67373	68990	70609	72227
	C	64014	65673	67327	68990	70646	72304	73960
	D	65614	67315	69010	70715	72412	74112	75809
From:	\$	70446	71988	73534				
To:	A	72207	73788	75372				
	B	73832	75448	77068				
	C	75604	77259	78918				
	D	77494	79190	80891				

NU-HOS-6 / NU-CHN-6

From:	\$	62929	64704	66484	68260	70034	71816	73589
To:	A	64502	66322	68146	69967	71785	73611	75429
	B	65953	67814	69679	71541	73400	75267	77126
	C	67536	69442	71351	73258	75162	77073	78977
	D	69224	71178	73135	75089	77041	79000	80951
From:	\$	75366	77145	78921				
To:	A	77250	79074	80894				
	B	78988	80853	82714				
	C	80884	82793	84699				
	D	82906	84863	86816				

NU-CHN-7

From:	\$	69581	71618	73648	75688	77726	79763	81798
To:	A	71321	73408	75489	77580	79669	81757	83843
	B	72926	75060	77188	79326	81462	83597	85729
	C	74676	76861	79041	81230	83417	85603	87786
	D	76543	78783	81017	83261	85502	87743	89981
From:	\$	83842	85873	87914				
To:	A	85938	88020	90112				
	B	87872	90000	92140				

	C	89981	92160	94351				
	D	92231	94464	96710				
NU-CHN-8								
From:	\$	74631	77112	79588	82069	84302	87023	89500
To:	A	76497	79040	81578	84121	86410	89199	91738
	B	78218	80818	83414	86014	88354	91206	93802
	C	80095	82758	85416	88078	90474	93395	96053
	D	82097	84827	87551	90280	92736	95730	98454
From:	\$	91654	93806					
To:	A	93945	96151					
	B	96059	98314					
	C	98364	100674					
	D	100823	103191					

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REGION: ONTARIO

PENDING REGISTRATION

From:	\$	50851
To:	A	52122
	B	53295
	C	54574
	D	55938

NU-HOS-1 / NU-CHN-1

From:	\$	54436	54990	55546
To:	A	55797	56365	56935
	B	57052	57633	58216
	C	58421	59016	59613
	D	59882	60491	61103

NU-HOS-2 / NU-CHN-2

From:	\$	55550	56657	57769	58884	59996	61104	62220
To:	A	56939	58073	59213	60356	61496	62632	63776
	B	58220	59380	60545	61714	62880	64041	65211
	C	59617	60805	61998	63195	64389	65578	66776
	D	61107	62325	63548	64775	65999	67217	68445
From:	\$	63336						

To: A 64919
 B 66380
 C 67973
 D 69672

NU-HOS-3 / NU-CHN-3

From:	\$	56675	57774	58880	59975	61079	62183	63285
To:	A	58092	59218	60352	61474	62606	63738	64867
	B	59399	60550	61710	62857	64015	65172	66327
	C	60825	62003	63191	64366	65551	66736	67919
	D	62346	63553	64771	65975	67190	68404	69617

From:	\$	64384	65484
To:	A	65994	67121
	B	67479	68631
	C	69098	70278
	D	70825	72035

NU-HOS-4 / NU-CHN-4

From:	\$	58523	59708	60885	62055	63236	64419	65601
To:	A	59986	61201	62407	63606	64817	66029	67241
	B	61336	62578	63811	65037	66275	67515	68754
	C	62808	64080	65342	66598	67866	69135	70404
	D	64378	65682	66976	68263	69563	70863	72164

From:	\$	66782	67959	69134
To:	A	68452	69658	70862
	B	69992	71225	72456
	C	71672	72934	74195
	D	73464	74757	76050

NU-HOS-5 / NU-CHN-5

From:	\$	61297	62634	63965	65298	66630	67971	69300
To:	A	62829	64200	65564	66930	68296	69670	71033
	B	64243	65645	67039	68436	69833	71238	72631
	C	65785	67220	68648	70078	71509	72948	74374
	D	67430	68901	70364	71830	73297	74772	76233

From:	\$	70636	71967	73301
To:	A	72402	73766	75134
	B	74031	75426	76825
	C	75808	77236	78669
	D	77703	79167	80636

NU-HOS-6 / NU-CHN-6

From:	\$	64384	65974	67575	69164	70753	72351	73930
To:	A	65994	67623	69264	70893	72522	74160	75778
	B	67479	69145	70822	72488	74154	75829	77483
	C	69098	70804	72522	74228	75934	77649	79343
	D	70825	72574	74335	76084	77832	79590	81327

From:	\$	75519	77107	78695
To:	A	77407	79035	80662

	B	79149	80813	82477				
	C	81049	82753	84456				
	D	83075	84822	86567				
NU-CHN-7								
From:	\$	70998	72817	74631	76454	78268	80088	81904
To:	A	72773	74637	76497	78365	80225	82090	83952
	B	74410	76316	78218	80128	82030	83937	85841
	C	76196	78148	80095	82051	83999	85951	87901
	D	78101	80102	82097	84102	86099	88100	90099
From:	\$	83723	85534					
To:	A	85816	87672					
	B	87747	89645					
	C	89853	91796					
	D	92099	94091					
NU-CHN-8								
From:	\$	74631	77112	79588	82069	84302	87023	89500
To:	A	76497	79040	81578	84121	86410	89199	91738
	B	78218	80818	83414	86014	88354	91206	93802
	C	80095	82758	85416	88078	90474	93395	96053
	D	82097	84827	87551	90280	92736	95730	98454
From:	\$	91654	93806					
To:	A	93945	96151					
	B	96059	98314					
	C	98364	100674					
	D	100823	103191					

NU - NURSING GROUP**COMBINED ANNUAL RATES OF PAY FOR HOSPITAL AND
COMMUNITY HEALTH NURSING (HOS & CHN)****(in dollars)****A) Effective October 1, 2003****B) Effective October 1, 2004****C) Effective October 1, 2005****D) Effective October 1, 2006****REGION: MANITOBA****PENDING REGISTRATION**

From:	\$	51426
To:	A	52712
	B	53898
	C	55192
	D	56572

NU-HOS-1 / NU-CHN-1

From:	\$	55059	55649
To:	A	56435	57040
	B	57705	58323
	C	59090	59723
	D	60567	61216

NU-HOS-2 / NU-CHN-2

From:	\$	56240	57413	58594	59771	60943	62123
To:	A	57646	58848	60059	61265	62467	63676
	B	58943	60172	61410	62643	63873	65109
	C	60358	61616	62884	64146	65406	66672
	D	61867	63156	64456	65750	67041	68339

NU-HOS-3 / NU-CHN-3

From:	\$	56547	57689	58830	59965	61102	62246	63389
To:	A	57961	59131	60301	61464	62630	63802	64974
	B	59265	60461	61658	62847	64039	65238	66436
	C	60687	61912	63138	64355	65576	66804	68030
	D	62204	63460	64716	65964	67215	68474	69731

NU-HOS-4 / NU-CHN-4

From:	\$	58496	59737	60973	62212	63452	64689	65923
To:	A	59958	61230	62497	63767	65038	66306	67571
	B	61307	62608	63903	65202	66501	67798	69091
	C	62778	64111	65437	66767	68097	69425	70749
	D	64347	65714	67073	68436	69799	71161	72518

From:	\$	67160
To:	A	68839
	B	70388
	C	72077
	D	73879

NU-HOS-5 / NU-CHN-5

From:	\$	61430	62859	64295	65725	67158	68598	70026
To:	A	62966	64430	65902	67368	68837	70313	71777
	B	64383	65880	67385	68884	70386	71895	73392
	C	65928	67461	69002	70537	72075	73620	75153
	D	67576	69148	70727	72300	73877	75461	77032

From:	\$	71459
To:	A	73245
	B	74893
	C	76690
	D	78607

NU-HOS-6 / NU-CHN-6

From:	\$	64689	66444	68201	69963	71715	73471	75233
To:	A	66306	68105	69906	71712	73508	75308	77114
	B	67798	69637	71479	73326	75162	77002	78849
	C	69425	71308	73194	75086	76966	78850	80741
	D	71161	73091	75024	76963	78890	80821	82760

From:	\$	76987
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To: A 78912
 B 80688
 C 82625
 D 84691

NU-CHN-7

From:	\$	71731	73791	75814	77837	79857	81885	83907
To:	A	73524	75636	77709	79783	81853	83932	86005
	B	75178	77338	79457	81578	83695	85820	87940
	C	76982	79194	81364	83536	85704	87880	90051
	D	78907	81174	83398	85624	87847	90077	92302

From: \$ 85918
 To: A 88066
 B 90047
 C 92208
 D 94513

NU-CHN-8

From:	\$	74631	77112	79588	82069	84302	87023	89500
To:	A	76497	79040	81578	84121	86410	89199	91738
	B	78218	80818	83414	86014	88354	91206	93802
	C	80095	82758	85416	88078	90474	93395	96053
	D	82097	84827	87551	90280	92736	95730	98454

From: \$ 91654 93806
 To: A 93945 96151
 B 96059 98314
 C 98364 100674
 D 100823 103191

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From: \$ 50683
 To: A 51950
 B 53119
 C 54394
 D 55754

NU-HOS-1 / NU-CHN-1

From:	\$	54235	54859
To:	A	55591	56230
	B	56842	57495
	C	58206	58875
	D	59661	60347

NU-HOS-2 / NU-CHN-2

From:	\$	55477	56721	57967	59215	60455
To:	A	56864	58139	59416	60695	61966
	B	58143	59447	60753	62061	63360
	C	59538	60874	62211	63550	64881
	D	61026	62396	63766	65139	66503

NU-HOS-3 / NU-CHN-3

From:	\$	56134	57343	58554	59766	60970	62174
To:	A	57537	58777	60018	61260	62494	63728
	B	58832	60099	61368	62638	63900	65162
	C	60244	61541	62841	64141	65434	66726
	D	61750	63080	64412	65745	67070	68394

NU-HOS-4 / NU-CHN-4

From:	\$	58267	59612	60959	62296	63644	64985	66335
To:	A	59724	61102	62483	63853	65235	66610	67993
	B	61068	62477	63889	65290	66703	68109	69523
	C	62534	63976	65422	66857	68304	69744	71192
	D	64097	65575	67058	68528	70012	71488	72972

NU-HOS-5 / NU-CHN-5

From:	\$	61471	63082	64693	66302	67919	69523	71134
To:	A	63008	64659	66310	67960	69617	71261	72912
	B	64426	66114	67802	69489	71183	72864	74553
	C	65972	67701	69429	71157	72891	74613	76342
	D	67621	69394	71165	72936	74713	76478	78251

NU-HOS-6 / NU-CHN-6

From:	\$	65029	67087	69142	71201	73255	75310	77366
To:	A	66655	68764	70871	72981	75086	77193	79300
	B	68155	70311	72466	74623	76775	78930	81084
	C	69791	71998	74205	76414	78618	80824	83030
	D	71536	73798	76060	78324	80583	82845	85106

NU-CHN-7

From:	\$	72830	75231	77624	80019	82416	84815	87205
To:	A	74651	77112	79565	82019	84476	86935	89385
	B	76331	78847	81355	83864	86377	88891	91396
	C	78163	80739	83308	85877	88450	91024	93590
	D	80117	82757	85391	88024	90661	93300	95930

NU-CHN-8

From:	\$	74631	77112	79588	82069	84302	87023	89500
To:	A	76497	79040	81578	84121	86410	89199	91738
	B	78218	80818	83414	86014	88354	91206	93802

	C	80095	82758	85416	88078	90474	93395	96053
	D	82097	84827	87551	90280	92736	95730	98454
From:	\$	91654	93806					
To:	A	93945	96151					
	B	96059	98314					
	C	98364	100674					
	D	100823	103191					

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REGION: ALBERTA

PENDING REGISTRATION

From:	\$	51426						
To:	A	52712						
	B	53898						
	C	55192						
	D	56572						

NU-HOS-1 / NU-CHN-1

From:	\$	55059	55649					
To:	A	56435	57040					
	B	57705	58323					
	C	59090	59723					
	D	60567	61216					

NU-HOS-2 / NU-CHN-2

From:	\$	56240	57413	58594	59771	60943	62123	
To:	A	57646	58848	60059	61265	62467	63676	
	B	58943	60172	61410	62643	63873	65109	
	C	60358	61616	62884	64146	65406	66672	
	D	61867	63156	64456	65750	67041	68339	

NU-HOS-3 / NU-CHN-3

From:	\$	56547	57689	58830	59965	61102	62246	63389
To:	A	57961	59131	60301	61464	62630	63802	64974
	B	59265	60461	61658	62847	64039	65238	66436
	C	60687	61912	63138	64355	65576	66804	68030
	D	62204	63460	64716	65964	67215	68474	69731

NU-HOS-4 / NU-CHN-4

From:	\$	58496	59737	60973	62212	63452	64689	65923
To:	A	59958	61230	62497	63767	65038	66306	67571
	B	61307	62608	63903	65202	66501	67798	69091
	C	62778	64111	65437	66767	68097	69425	70749
	D	64347	65714	67073	68436	69799	71161	72518

From:	\$	67160
To:	A	68839
	B	70388
	C	72077
	D	73879

NU-HOS-5 / NU-CHN-5

From:	\$	61430	62859	64295	65725	67158	68598	70026
To:	A	62966	64430	65902	67368	68837	70313	71777
	B	64383	65880	67385	68884	70386	71895	73392
	C	65928	67461	69002	70537	72075	73620	75153
	D	67576	69148	70727	72300	73877	75461	77032

From:	\$	71459
To:	A	73245
	B	74893
	C	76690
	D	78607

NU-HOS-6 / NU-CHN-6

From:	\$	64689	66444	68201	69963	71715	73471	75233
To:	A	66306	68105	69906	71712	73508	75308	77114
	B	67798	69637	71479	73326	75162	77002	78849
	C	69425	71308	73194	75086	76966	78850	80741
	D	71161	73091	75024	76963	78890	80821	82760

From:	\$	76987
To:	A	78912
	B	80688
	C	82625
	D	84691

NU-CHN-7

From:	\$	71767	73791	75814	77850	79857	81885	83907
To:	A	73561	75636	77709	79796	81853	83932	86005
	B	75216	77338	79457	81591	83695	85820	87940
	C	77021	79194	81364	83549	85704	87880	90051
	D	78947	81174	83398	85638	87847	90077	92302

From:	\$	85918
To:	A	88066
	B	90047
	C	92208
	D	94513

NU-CHN-8

From:	\$	74631	77112	79588	82069	84302	87023	89500
To:	A	76497	79040	81578	84121	86410	89199	91738

	B	78218	80818	83414	86014	88354	91206	93802
	C	80095	82758	85416	88078	90474	93395	96053
	D	82097	84827	87551	90280	92736	95730	98454
From:	\$	91654	93806					
To:	A	93945	96151					
	B	96059	98314					
	C	98364	100674					
	D	100823	103191					

NU - NURSING GROUP

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

A) Effective October 1, 2003

B) Effective October 1, 2004

C) Effective October 1, 2005

D) Effective October 1, 2006

REGION: BRITISH COLUMBIA

PENDING REGISTRATION

From:	\$	52829	
To:	A	54150	
	B	55368	
	C	56697	
	D	58114	

NU-HOS-1 / NU-CHN-1

From:	\$	56616	57298
To:	A	58031	58730
	B	59337	60051
	C	60761	61492
	D	62280	63029

NU-HOS-2 / NU-CHN-2

From:	\$	57984	59346	60717	62083	63449	64819
To:	A	59434	60830	62235	63635	65035	66439
	B	60771	62199	63635	65067	66498	67934
	C	62230	63692	65162	66629	68094	69564
	D	63786	65284	66791	68295	69796	71303

NU-HOS-3 / NU-CHN-3

From:	\$	58388	59720	61049	62379	63707	65037	66370
To:	A	59848	61213	62575	63938	65300	66663	68029
	B	61195	62590	63983	65377	66769	68163	69560
	C	62664	64092	65519	66946	68371	69799	71229
	D	64231	65694	67157	68620	70080	71544	73010

NU-HOS-4 / NU-CHN-4

From:	\$	60303	61732	63151	64585	66009	67434	68855
To:	A	61811	63275	64730	66200	67659	69120	70576
	B	63202	64699	66186	67690	69181	70675	72164
	C	64719	66252	67774	69315	70841	72371	73896
	D	66337	67908	69468	71048	72612	74180	75743
From:	\$	70282						
To:	A	72039						
	B	73660						
	C	75428						
	D	77314						

NU-HOS-5 / NU-CHN-5

From:	\$	63176	64794	66407	68026	69637	71261	72879
To:	A	64755	66414	68067	69727	71378	73043	74701
	B	66212	67908	69599	71296	72984	74686	76382
	C	67801	69538	71269	73007	74736	76478	78215
	D	69496	71276	73051	74832	76604	78390	80170
From:	\$	74494						
To:	A	76356						
	B	78074						
	C	79948						
	D	81947						

NU-HOS-6 / NU-CHN-6

From:	\$	66370	68301	70239	72171	74110	76046	77983
To:	A	68029	70009	71995	73975	75963	77947	79933
	B	69560	71584	73615	75639	77672	79701	81731
	C	71229	73302	75382	77454	79536	81614	83693
	D	73010	75135	77267	79390	81524	83654	85785
From:	\$	79919						
To:	A	81917						
	B	83760						
	C	85770						
	D	87914						

NU-CHN-7

From:	\$	73249	75458	77670	79879	82089	84298	86506
To:	A	75080	77344	79612	81876	84141	86405	88669
	B	76769	79084	81403	83718	86034	88349	90664
	C	78611	80982	83357	85727	88099	90469	92840
	D	80576	83007	85441	87870	90301	92731	95161
From:	\$	88714						
To:	A	90932						
	B	92978						
	C	95209						
	D	97589						

NU-CHN-8

From:	\$	74631	77112	79588	82069	84302	87023	89500
To:	A	76497	79040	81578	84121	86410	89199	91738
	B	78218	80818	83414	86014	88354	91206	93802
	C	80095	82758	85416	88078	90474	93395	96053
	D	82097	84827	87551	90280	92736	95730	98454
From:	\$	91654	93806					
To:	A	93945	96151					
	B	96059	98314					
	C	98364	100674					
	D	100823	103191					

NU - NURSING GROUP

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

A) Effective October 1, 2003

B) Effective October 1, 2004

C) Effective October 1, 2005

D) Effective October 1, 2006

REGION: YUKON TERRITORY, NORTHWEST TERRITORIES PENDING REGISTRATION

From:	\$	50851
To:	A	52122
	B	53295
	C	54574
	D	55938

NU-HOS-1 / NU-CHN-1

From:	\$	54436	54990	55546
To:	A	55797	56365	56935
	B	57052	57633	58216
	C	58421	59016	59613
	D	59882	60491	61103

NU-HOS-2 / NU-CHN-2

From:	\$	55550	56657	57769	58884	59996	61104	62220
To:	A	56939	58073	59213	60356	61496	62632	63776
	B	58220	59380	60545	61714	62880	64041	65211
	C	59617	60805	61998	63195	64389	65578	66776
	D	61107	62325	63548	64775	65999	67217	68445
From:	\$	63336						
To:	A	64919						
	B	66380						
	C	67973						

	D	69672						
NU-HOS-3 / NU-CHN-3								
From:	\$	56675	57774	58880	59975	61079	62183	63285
To:	A	58092	59218	60352	61474	62606	63738	64867
	B	59399	60550	61710	62857	64015	65172	66327
	C	60825	62003	63191	64366	65551	66736	67919
	D	62346	63553	64771	65975	67190	68404	69617
From:	\$	64384	65484					
To:	A	65994	67121					
	B	67479	68631					
	C	69098	70278					
	D	70825	72035					
NU-HOS-4 / NU-CHN-4								
From:	\$	58523	59708	60885	62055	63236	64419	65601
To:	A	59986	61201	62407	63606	64817	66029	67241
	B	61336	62578	63811	65037	66275	67515	68754
	C	62808	64080	65342	66598	67866	69135	70404
	D	64378	65682	66976	68263	69563	70863	72164
From:	\$	66782	67959	69134				
To:	A	68452	69658	70862				
	B	69992	71225	72456				
	C	71672	72934	74195				
	D	73464	74757	76050				
NU-HOS-5 / NU-CHN-5								
From:	\$	61297	62634	63965	65298	66630	67971	69300
To:	A	62829	64200	65564	66930	68296	69670	71033
	B	64243	65645	67039	68436	69833	71238	72631
	C	65785	67220	68648	70078	71509	72948	74374
	D	67430	68901	70364	71830	73297	74772	76233
From:	\$	70636	71967	73301				
To:	A	72402	73766	75134				
	B	74031	75426	76825				
	C	75808	77236	78669				
	D	77703	79167	80636				
NU-HOS-6 / NU-CHN-6								
From:	\$	64384	65974	67575	69164	70753	72351	73930
To:	A	65994	67623	69264	70893	72522	74160	75778
	B	67479	69145	70822	72488	74154	75829	77483
	C	69098	70804	72522	74228	75934	77649	79343
	D	70825	72574	74335	76084	77832	79590	81327
From:	\$	75519	77107	78695				
To:	A	77407	79035	80662				
	B	79149	80813	82477				
	C	81049	82753	84456				
	D	83075	84822	86567				

NU-CHN-7

From:	\$	70998	72817	74631	76454	78269	80088	81904
To:	A	72773	74637	76497	78365	80226	82090	83952
	B	74410	76316	78218	80128	82031	83937	85841
	C	76196	78148	80095	82051	84000	85951	87901
	D	78101	80102	82097	84102	86100	88100	90099
From:	\$	83723	85534					
To:	A	85816	87672					
	B	87747	89645					
	C	89853	91796					
	D	92099	94091					

NU-CHN-8

From:	\$	74631	77112	79588	82069	84302	87023	89500
To:	A	76497	79040	81578	84121	86410	89199	91738
	B	78218	80818	83414	86014	88354	91206	93802
	C	80095	82758	85416	88078	90474	93395	96053
	D	82097	84827	87551	90280	92736	95730	98454
From:	\$	91654	93806					
To:	A	93945	96151					
	B	96059	98314					
	C	98364	100674					
	D	100823	103191					

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

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

A) Effective October 1, 2003

B) Effective October 1, 2004

C) Effective October 1, 2005

D) Effective October 1, 2006

NU-CON-1

From:	\$	69588	71761	73921	76087	78251	80416	82581
To:	A	71328	73555	75769	77989	80207	82426	84646
	B	72933	75210	77474	79744	82012	84281	86551
	C	74683	77015	79333	81658	83980	86304	88628
	D	76550	78940	81316	83699	86080	88462	90844

From:	\$	84744	86907	89076
To:	A	86863	89080	91303
	B	88817	91084	93357
	C	90949	93270	95598
	D	93223	95602	97988

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

NU - NURSING GROUP NATIONAL RATES OF PAY FOR HEALTH CANADA NU-CHN IN REMOTE AND ISOLATED COMMUNITIES (CWIS TYPE 1 AND 2) (in dollars)

A) Effective October 1, 2003

B) Effective October 1, 2004

C) Effective October 1, 2005

D) Effective October 1, 2006

PENDING REGISTRATION

From:	\$	52829
To:	A	54150
	B	55368
	C	56697
	D	58114

NU-CHN-1

From:	\$	56616	57298
To:	A	58031	58730
	B	59337	60051
	C	60761	61492
	D	62280	63029

NU-CHN-2

From:	\$	56653	57984	59346	60717	62083	63449	64819
To:	A	58069	59434	60830	62235	63635	65035	66439
	B	59376	60771	62199	63635	65067	66498	67934
	C	60801	62230	63692	65162	66629	68094	69564
	D	62321	63786	65284	66791	68295	69796	71303

NU-CHN-3

From:	\$	57086	58388	59720	61049	62379	63707	65037
To:	A	58513	59848	61213	62575	63938	65300	66663
	B	59830	61195	62590	63983	65377	66769	68163
	C	61266	62664	64092	65519	66946	68371	69799
	D	62798	64231	65694	67157	68620	70080	71544

From:	\$	66370
To:	A	68029
	B	69560
	C	71229
	D	73010

NU-CHN-4

From:	\$	58907	60303	61732	63151	64585	66009	67434
To:	A	60380	61811	63275	64730	66200	67659	69120
	B	61739	63202	64699	66186	67690	69181	70675
	C	63221	64719	66252	67774	69315	70841	72371
	D	64802	66337	67908	69468	71048	72612	74180
From:	\$	68855	70282					
To:	A	70576	72039					
	B	72164	73660					
	C	73896	75428					
	D	75743	77314					

****APPENDICES "A-1", "A-2" and "A-3"****NU - NURSING GROUP****PAY NOTES****PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

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

RESTRUCTURING

**

4. All employees in the Atlantic Region at the pending registration, the NU-HOS levels 1 to 6, and the NU-CHN levels 1 to 7, for whom a restructuring is effective October 1, 2003 will move to the rate of pay shown immediately below the employee's former rate of pay at the X range shown in Appendix "A" or at the closest rate, but not lower than the employee's former rate of pay.

**

5. Employees in the Atlantic Region at the NU-HOS levels 1 to 6 and NU-CHN levels 1 to 7, who have been at the maximum rate of pay for their level for more than twelve (12) months on October 1, 2003 will move to the next increment in the new rate of pay effective October 1, 2003.

PAY ADJUSTMENT ADMINISTRATION

**

6. All employees being paid at the pending registration, the NU HOS levels 1 to 6, and the NU CHN 1 to 8 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the A, B, C and D scales of rates shown immediately below the employees former rate of pay.

HEALTH CANADA NU-CHN IN REMOTE AND ISOLATED COMMUNITIES

**

7.

(a) "Remote community (type1)" means a community with no scheduled flights, minimal telephones or radio services and no road access.

(b) "Isolated community (type 2)" means a community with scheduled flights, good telephone services and no year round road access.

(c) The list of remote and isolated communities can be found in Health Canada's Community Workload Increase System (CWIS).

8. The rate of pay on initial appointment to Health Canada at the NU CHN levels 2 to 4 in remote and isolated communities (type 1 and 2) as defined in paragraph 7(a), (b) and (c) will be paid on appointment in the applicable salary scale of the Z range shown in Appendix "A":

(a) with more than one (1) year, but less than three (3) years of recent experience, at the first (1st) step;

(b) with more than three (3) years of recent experience but with less than five (5) years of recent experience, at the second (2nd) step;

(c) with five (5) or more years of recent experience, at the third (3rd) step;

or

such higher step as determined by the Employer;

(d) Assessment of recent experience will be at the discretion of management.

RATE OF PAY ON INITIAL APPOINTMENT

9. 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.

10. Rate of Pay on Transfer Between Regions

Upon transfer, except on temporary duty, the employee's rate of pay is to be adjusted to the corresponding rate in the range determined by years of service and experience, and such adjustments will not affect the employee's pay increment date.

11. Nurse Pending Registration

(a) **Appointments - General**

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

(b) Pay on Appointment

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

(c) Appointment on Registration

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

(i) retroactive to the date of appointment as a Nurse Pending Registration if no additional formal training or education is required, although the employee may have to successfully complete qualification examinations;

or

(ii) the date of the successful completion of qualification examinations for Registration when additional formal training or education is required.

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

****APPENDIX "B"**

EDUCATION ALLOWANCES - NURSING GROUP

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

Column I

Education Allowances

Where the following post-graduate nursing training or nursing education is utilized in the performance of the duties of the position:

(a) Recognized speciality training course including the Primary Care Skills	\$ 605
---	--------

Column II

	Program, 3-6 months	
(b)	Recognized speciality training course, 7-12 months	\$ 935
(c)	(i) One academic year university leading to a certificate* in Administration, Administration and Education (« organisation des soins et éducation »), Clinical Fields (« milieu clinique »), Community Health (« santé communautaire »), Gerontology (« gérontologie »), Health Services Administration I and Health Services Administration II (« gestion des services de santé 1 et 2 »), Mental Health (« santé mentale »), Nursing, Psychiatry, Public Health, Teaching and Supervision, Substance Abuse Prevention and Intervention or in any other related field of study approved by the Employer.	\$ 1,650
	(ii) Two certificates* each representing one academic year university as described in (i) above.	\$ 2,200
	(iii) Three certificates* each representing one academic year university as described in (i) above.	\$ 2,750
(d)	Baccalaureate degree in nursing	\$ 3,300
(e)	Master's degree in nursing or any other health related field of study approved by the Employer.	\$ 3,850

One (1) allowance only will be paid for the highest relevant qualification under paragraph B.

**

In the present collective agreement "certificate" refers to a certificate in a first cycle program that results in 30 credits (or 10 courses) in a field of study in the province of Quebec or the equivalent in the other provinces.

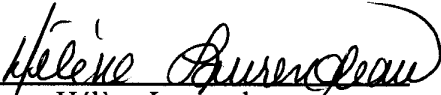
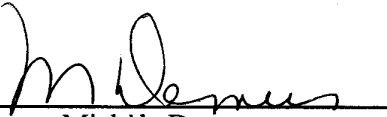

MEMORANDA OF UNDERSTANDING

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

SIGNED AT OTTAWA, this 31st day of the month of May 2005.

The Treasury Board
of
Canada

THE PROFESSIONAL
INSTITUTE OF THE PUBLIC
SERVICE OF CANADA


Hélène Laurendeau
Michèle Demers
Danielle Chainé
Suzelle Brousseau

APPENDIX "C"

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

1. In an effort to resolve retention and recruitment problems, the Employer will provide an allowance to MD employees who perform the duties of positions at the MD-MOF-1 through MD-MOF-4 levels and MD-MSP-1 through MD-MSP-2 for the performance of MD duties in the Health Services Group.
2. The parties agree that MD employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

**

(a) Commencing on the first (1st) day of the month following the month during which this agreement is signed and ending 30 September 2007, 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 eighty-eight (260.88);

**

	Annual Amount	Daily Amount
MD-MOF-1	\$19,150	\$73.40
MD-MOF-2	\$20,200	\$77.43
MD-MOF-3	\$21,750	\$83.37
MD-MOF-4	\$30,750	\$117.87
MD-MSP-1	\$21,750	\$83.37
MD-MSP-2	\$30,750	\$117.87

(c) The Terminable Allowance specified above does not form part of an employee's salary.

(d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.

(e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position.

(f) When an MD employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 45.09, the Terminable Allowance payable shall be proportionate to the time at each level.

3. A part-time MD employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 39.03.
4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
5. As long as he meets the provisions of all relevant appendixes, an employee may receive this allowance and that of Appendixes "D" and/or "K".
6. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

APPENDIX "D"

MEMORANDUM OF UNDERSTANDING BETWEEN THE

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

1. In an effort to resolve retention and recruitment problems, the Employer will provide in addition to the allowance provided in Appendix "C", an allowance to Forensic Psychiatrists who perform the duties of positions at the MD-MSP-1 and MD-MSP-2 in Correctional Service Canada (CSC) for the performance of forensic psychiatrists duties in the Health Services Group.
2. The parties agree that Forensic Psychiatrists who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

**

(a) Commencing the first (1st) day of the month following the month during which this agreement is signed and ending 30 September 2007, 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 eighty-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 an Forensic Psychiatrists is required by the Employer to perform the duties of a higher classification level in accordance with clause 45.09, the Terminable Allowance payable shall be proportionate to the time at each level.

3. A part-time Forensic Psychiatrists shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 39.03.

4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.

5. An employee may receive both this allowance and that of Appendix "C", as long as he meets the provisions of both appendixes.

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

APPENDIX "E"

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

1.

(a) In an effort to resolve recruitment problems, the Employer will provide an allowance to Health Canada NU-CHNs permanently assigned in nursing stations situated in remote and isolated First Nations communities (type 1 and 2) for the performance of NU-CHN duties in the Health Services group.

(b) This allowance also applies to NU-CHN-5 Practice Consultants whose regular duties of their position requires them to utilize the skills of the expanded scope of practice while working with nurses employed in these communities. The allowance also applies to the NU-CHN-5 Assistant Zone Nursing Officers who supervise nurses employed in remote and isolated (type 1 and 2) communities.

2. The parties agree that only the employees identified above, i.e. Health Canada NU-CHNs hired on or after the date of signing of this agreement, shall be eligible to receive a "Recruitment Allowance" in the following amounts and subject to the following conditions:

(a) An initial payment of two thousand two hundred and fifty dollars (\$2,250) is paid in the month of hiring, a second payment of two thousand two hundred and fifty dollars (\$2,250), is paid at the end of twelve (12) months.

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

(b) Only full-time indeterminate employees and full-time employees hired for a term of twelve (12) month or more are eligible for this allowance.

(c) For the purpose of this allowance "full-time" employee means an employee whose regularly scheduled hours of work average thirty-seven decimal five (37.5) hours per week yearly.

(d) Employees can only become eligible for the second payment of this allowance after they have received ten (10) days' pay per calendar month for twelve (12) calendar months continuous or discontinuous.

(e) The Recruitment Allowance specified above does not form part of an employee's salary.

(f) Employees whose employment ends prior to the end of the 12 months period mentioned in (a) shall not be entitled to the second payment of this allowance.

3. Definitions

(a) "Remote community (type 1)" means a community with no scheduled flights, minimal telephone or radio services and no road access (« communauté éloignée »).

(b) "Isolated community (type 2)" means a community with scheduled flights, good telephone

services and no year round road access (« communauté isolée »).

(c) The list of remote and isolated communities can be found in Health Canada's Community Workload Increase System (CWIS).

4. The Institute agrees that the Employer may extend this allowance to Health Canada NU-CHNs when the Employer is of the opinion that extending such allowance is needed.

**

5. There is a documented process established to allow for full senior management review and decision regarding whether the level of nursing services warrants extension of these allowances to nurses working in a specific facility. This process is as follows:

The request for extension of these allowances to the nurses working in the community in question must be formally brought to the attention of management. The NU-CHN(s) in the facility will formally raise the issue in writing to the Zone Nursing Officer (ZNO) (or regional counterpart). The ZNO and the Zone Director will bring the issue forward to the Regional Nursing Officer and the Regional Director, who will review the nursing service requirements of the community.

The Office of Nursing Services will be copied on all correspondence.

The outcome of the regional review and resulting recommendations will be brought forward by the Regional Director to the Branch Executive Committee meeting for a final decision at the first available opportunity.

In the event the extension of these allowances is approved, the Terminable Allowance shall be payable retroactively to the date the original request for revision was received by the Z.N.O. (or regional counterpart).

6. An employee may receive this allowance and that of Appendix "G" - Expanded Role Allowance and Appendix "H" - Nurse-in-Charge Allowance, as long as he meets the provisions of such appendixes.

7. An employee may not receive this allowance and the retention allowance in Appendix "F" during the same twelve (12) month period.

8. This allowance can only be paid once during his total period of employment in the Public Service.

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

APPENDIX "F"

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

1.

(a) In an effort to resolve retention problems, the Employer will provide an allowance to Health Canada NU-CHNs permanently assigned in nursing stations situated in remote and isolated First Nations communities (type 1 and 2) for the performance of NU-CHN duties in the Health Services group.

(b) This allowance also applies to NU-CHN-5 Practice Consultants whose regular duties of their position requires them to utilize the skills of the expanded scope of practice while working with nurses employed in these communities. The allowance also applies to the NU-CHN-5 Assistant Zone Nursing Officers who supervise nurses employed in remote and isolated (type 1 and 2) communities.

2. The parties agree that NU-CHN employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

**

(a) Commencing the first (1st) day of the month following the month during which this agreement is signed and ending 30 September 2007, 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 eighty-eight (260.88);

TERMINABLE ALLOWANCE		
	Annual Amount	Daily Amount
NU-CHN	\$4,500	\$17.25

(c) The Terminable Allowance specified above does not form part of an employee's salary.

(d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.

**

(e) Only indeterminate employees and employees hired for term of 12 month or more are eligible for this allowance.

(f) Employees can only become eligible for this allowance after they have received ten (10) days' pay per calendar month for 12 calendar months continuous or discontinuous.

3. A part-time employee shall be paid the daily amount shown above divided by seven decimal five (7.5) for each hour paid at his hourly rate of pay pursuant to clause 39.03.

4. Definitions

(a) "Remote community (type 1)" means a community with no scheduled flights, minimal telephone or radio services and no road access (« communauté éloignée »).

(b) "Isolated community (type 2)" means a community with scheduled flights, good telephone services and no year round road access (« communauté isolée »).

(c) The list of remote and isolated communities can be found in Health Canada's Community Workload Increase System (CWIS).

5. The Institute agrees that the Employer may extend this allowance to Health Canada NU-CHNs when the Employer is of the opinion that extending such allowance is needed.

**

6. There is a documented process established to allow for full senior management review and decision regarding whether the level of nursing services warrants extension of these allowances to nurses working in a specific facility. This process is as follows:

The request for extension of these allowances to the nurses working in the community in question must be formally brought to the attention of management. The NU-CHN(s) in the facility will formally raise

the issue in writing to the Zone Nursing Officer (ZNO) (or regional counterpart). The ZNO and the Zone Director will bring the issue forward to the Regional Nursing Officer and the Regional Director, who will review the nursing service requirements of the community.

The Office of Nursing Services will be copied on all correspondence.

The outcome of the regional review and resulting recommendations will be brought forward by the Regional Director to the Branch Executive Committee meeting for a final decision at the first available opportunity.

In the event the extension of these allowances is approved, the Terminable Allowance shall be payable retroactively to the date the original request for revision was received by the Z.N.O. (or regional counterpart).

**

7. The terminable allowance will cease where an employee is assigned or temporarily appointed to duties with no responsibility within or for types 1 and 2 communities, for the duration of the assignment or temporary appointment. Employees participating on primary care nursing training outside the type 1 or 2 community will continue to receive the terminable allowance for the period they are on training.

8. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.

9. An employee may receive both this allowance and that of Appendix "G" - Expanded Role Allowance and Appendix "H" - Nurse-in-charge, as long as he meets the provisions of both appendixes.

10. An employee may not receive this allowance and the recruitment allowance in Appendix "E" during the same twelve (12) month period.

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

APPENDIX "G"

MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD (HEREINAFTER CALLED THE EMPLOYER) AND

**THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF CANADA
(HEREINAFTER CALLED THE INSTITUTE)
IN RESPECT OF
THE HEALTH SERVICES BARGAINING UNIT -
EXPANDED PROFESSIONAL ROLE ALLOWANCE
FOR HEALTH CANADA NURSES**

1.

(a) In an effort to recognize their expanded professional role, the Employer will provide an allowance to Health Canada NU-CHN-2, NU-CHN-3 AND NU-CHN-4 employees in nursing stations situated in remote and isolated First Nations communities (type 1 and 2) for the performance of expanded professional role.

(b) This allowance also applies to NU-CHN-5 Practice Consultants whose regular duties of their position requires them to utilize the skills of the expanded scope of practice while working with nurses employed in these communities.

2. The parties agree that employees who perform the duties of positions identified above shall be eligible to receive an allowance in the following amounts and subject to the following conditions:

(a) Commencing the first (1st) day of the month following the month during which this agreement is signed NU employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;

(b) the employee shall receive the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eighty-eight (260.88);

EXPANDED PROFESSIONAL ROLE ALLOWANCE	
Annual Amount: \$6,000	Daily Amount: \$23.00

(c) The Allowance specified above does not form part of an employee's salary.

(d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.

3. A part-time employee shall be paid the daily amount shown above divided by seven decimal five (7.5) for each hour paid at his hourly rate of pay pursuant to clause 39.03.

4. Definitions

(a) "Remote community (type 1)" means a community with no scheduled flights, minimal telephone or radio services and no road access (« communauté éloignée »).

(b) "Isolated community (type 2)" means a community with scheduled flights, good telephone services and no year round road access (« communauté isolée »).

(c) The list of remote and isolated communities can be found in Health Canada's Community Workload Increase System (CWIS).

5. The Institute agrees that the Employer may extend this allowance to Health Canada NU-CHNs when the Employer is of the opinion that extending such allowance is needed.

**

6. There is a documented process established to allow for full senior management review and decision regarding whether the level of nursing services warrants extension of these allowances to nurses working in a specific facility. This process is as follows:

The request for extension of these allowances to the nurses working in the community in question must be formally brought to the attention of management. The NU-CHN(s) in the facility will formally raise the issue in writing to the Zone Nursing Officer (ZNO) (or regional counterpart). The ZNO and the Zone Director will bring the issue forward to the Regional Nursing Officer and the Regional Director, who will review the nursing service requirements of the community.

The Office of Nursing Services will be copied on all correspondence.

The outcome of the regional review and resulting recommendations will be brought forward by the Regional Director to the Branch Executive Committee meeting for a final decision at the first available opportunity.

In the event the extension of these allowances is approved, the Terminable Allowance shall be payable retroactively to the date the original request for revision was received by the Z.N.O. (or regional counterpart).

7. As long as he meets the provisions of all relevant appendixes, an employee may receive:

(a) this allowance and that of Appendix "E" - Recruitment Allowance and/or Appendix "H" - Nurse-in-Charge Allowance.

or

(b) this allowance and that of Appendix "F" - Retention Allowance and/or Appendix "H"- Nurse-

in-Charge Allowance.

**

8. NU-CHNS Currently in Receipt of the Allowance

(a) NU-CHNS currently in receipt of the allowance at the time of signing who have not successfully completed an approved primary care skills program will have to go on the first available course offered. The employer will endeavour to provide reasonable notice to the employees.

(b) If the employee refuses to go on the course without a reason deemed acceptable by the employer, the employee will cease to be eligible for this allowance. Once this employee has completed the course he will become eligible again for this allowance.

(c) Employees currently in receipt of the allowance when being sent on the primary care skills program will continue to receive the allowance.

**

9. Every effort will be made by the employer to ensure that those nurses required to perform the expanded role will have access to the primary skills nursing program within one year of appointment.

10. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.

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

APPENDIX "H"

MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD (HEREINAFTER CALLED THE EMPLOYER) AND THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

**(HEREINAFTER CALLED THE INSTITUTE)
IN RESPECT OF
THE HEALTH SERVICES BARGAINING UNIT -
NURSE-IN-CHARGE ALLOWANCE FOR
HEALTH CANADA NURSES**

1. In an effort to recognize the role of Nurse -in-Charge (NIC), the Employer will provide an allowance to Health Canada NU-CHNs, for the performance of the duties of position of NIC in the Health Services group.

2. The parties agree that NU-CHN who performs the duties of the NIC position shall be eligible to receive an allowance in the following amount and subject to the following conditions:

(a) Commencing the first (1st) day of the month following the month during which this agreement is signed NU-CHN employees who perform the duties of the NIC position shall be eligible to receive an allowance to be paid biweekly;

(b) the employee shall receive the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eighty-eight (260.88);

TERMINABLE ALLOWANCE		
	Annual Amount	Daily Amount
Nurse-in-Charge	\$6,000	\$23.00

(c) The Terminable Allowance specified above does not form part of an employee's salary.

(d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.

3. A part-time Nurse-in-Charge employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 39.03.

4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.

5. As long as he meets the provisions of all relevant appendixes, an employee may receive:

(a) this allowance and that of Appendix "E" - Recruitment Allowance and/or Appendix "G" - Expanded Role Allowance;

or

(b) this allowance and that of Appendix "F" - Retention Allowance and/or Appendix "G" - Expanded Role Allowance.

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

APPENDIX "I"

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

Preamble

**

In an effort to resolve recruitment and retention problems, the Employer will reimburse the cost of two (2) trips to Health Canada NU-CHNs in nursing stations situated in remote and isolated First Nations communities for the performance of NU-CHN duties in the Health Services group subject to the conditions outlined in the Application section below.

Application

1. This memorandum only applies to employees and not to their dependants (as defined in the Isolated Post Directive).
2. This memorandum does not apply to relief nurses, to part-time nurses or to a person who ceased to be

a member of the bargaining unit prior to the date of signing of this Agreement.

**

3. NU-CHNs who meet the entitlement provisions stipulated in clause 4 will be granted two trips for each twelve (12) month period of continuous employment in a remote or isolated community.

**

4. Entitlement:

(a) To qualify for a trip, the employee must have received ten (10) days' pay per calendar month for seven (7) consecutive calendar months within the period described in clause 3.

(b) For the purpose of clause 3, time away on the mandatory clinical skills training course will not be considered as an interruption of the twelve (12) month continuous employment period in a remote or isolated community.

(c) For the purpose of paragraph 4(a), time away on the mandatory clinical skills training course will not be counted toward the consecutive seven (7) month period requirement but will not be considered as an interruption of the said period.

5. Reimbursement

(a) The amount of expenses reimbursed shall be the lesser of:

(i) the actual transportation and travelling expenses incurred in travelling, by any mode(s) of transportation, from the headquarters to any other location and return,

or

(ii) the return economy class air fare between the headquarters and the point of departure, ground transportation to and from the airport at the headquarters and the point of departure, and the travelling expenses for any necessary stopovers, due to the airline schedules, between the headquarters and the point of departure.

(b) For the purpose of implementing subparagraph 5(a)(ii), "point of departure" means Vancouver, Edmonton, Calgary, Saskatoon, Winnipeg, Toronto, Ottawa, Montreal, Quebec City, Moncton, Halifax or St. John's, whichever of these places is the nearest to the headquarters of an employee by the most practical route and means of transportation.

6. Definitions

(a) "Remote community (type 1)" means a community with no scheduled flights, minimal

telephone or radio services and no road access (« communauté éloignée »).

(b) "Isolated community (type 2)" means a community with scheduled flights, good telephone services and no year round road access (« communauté isolée »).

(c) The list of remote and isolated communities can be found in Health Canada's Community Workload Increase System (CWIS).

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

APPENDIX "J"

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

**

1. In an effort to resolve retention and recruitment problems, the Employer will provide an Allowance to Masters and Doctoral level registered psychologists (PS) for the performance of PS duties in the Health Services group with the exclusion of the personnel psychologists in the Personnel Psychology Centre (PPC) or in any other portion of the Public Service Commission (PSC), or in Social Development Canada (SDC).

2. The parties agree that PS employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

**

(a) Commencing on the first (1st) day of the month following the month during which this agreement is signed and ending on 30 September 2007, 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 eighty-eight (260.88);

TERMINABLE ALLOWANCE			
Doctoral Level Registered Psychologists:			
Annual Amount:	\$12,000	Daily Amount:	\$4
Masters Level Registered Psychologists:			
Annual Amount:		Daily Amount:	
Pacific Region:	\$6,000	Pacific Region:	\$2
Prairies Region:	\$6,000	Prairies Region:	\$2
Ontario Region:	\$6,000	Ontario Region:	\$2
Quebec Region:	\$2,000	Quebec Region:	\$
Atlantic Region:	\$4,000	Atlantic Region:	\$1

(c) The Terminable Allowance specified above does not form part of an employee's salary.

(d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.

(e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position.

(f) When a PS employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 45.09, the Terminable Allowance payable shall be proportionate to the time at each level.

3. A part-time PS employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 39.03.

4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.

**

5. An employee may not receive this allowance and the allowance in Appendix "M" during the same period.

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

APPENDIX "K"

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

1. In an effort to resolve retention and recruitment problems, the Employer will provide in addition to the allowance provided in Appendix "C", an allowance to MD employees who perform the duties of positions at the MD-MOF-1 through MD-MOF-4 in Correctional Service Canada (CSC) for the performance of MD duties in the Health Services Group.

2. The parties agree that MD employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

**

(a) Commencing the first (1st) day of the month following the month during which this agreement is signed and ending 30 September 2007, 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 eighty-eight (260.88);

TERMINABLE ALLOWANCE		
	Annual Amount	Daily Amount
MD-MOF-1	\$8,500	\$32.58
MD-MOF-2	\$10,000	\$38.33
MD-MOF-3	\$10,500	\$40.25
MD-MOF-4	\$11,000	\$42.16

(c) The Terminable Allowance specified above does not form part of an employee's salary.

(d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.

(e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position.

(f) When an MD employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 45.09, the Terminable Allowance payable shall be proportionate to the time at each level.

3. A part-time MD employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 39.03.

4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.

5. An employee may receive both this allowance and that of Appendix "C", as long as he meets the provisions of both appendices.

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

APPENDIX "L"

MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD (HEREINAFTER CALLED THE EMPLOYER) AND THE PROFESSIONAL INSTITUTE

**OF THE PUBLIC SERVICE OF CANADA
(HEREINAFTER CALLED THE INSTITUTE)
IN RESPECT OF
THE HEALTH SERVICES BARGAINING UNIT -
ALLOWANCE FOR THE EMPLOYEES
OF THE NU-HOS SUB-GROUP IN CORRECTIONAL SERVICE
CANADA**

1. In an effort to resolve retention and recruitment problems, the Employer will provide an allowance to NU employees who perform the duties of positions at the NU-HOS-1 through NU-HOS-6 in Correctional Service Canada (CSC) for the performance of NU duties in the Health Services Group.

2. The parties agree that NU employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

**

(a) Commencing the first (1st) day of the month following the month during which this agreement is signed and ending 30 September 2007, NU employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;

(b)

(i) the employee shall receive the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eighty-eight (260.88);

(ii) employees working a shift the length of which is different than the length of a standard shift:

(A) entitlement: the employee working a shift the length of which is different than the length of a standard shift shall receive the daily amount shown below divided by seven decimal five (7.5) for each hour of his shift for which he is paid pursuant to Appendix "A" of the collective agreement;

(B) method of payment: for employees working a shift the length of which is different than the length of a standard shift, the allowance will be paid based on the average number of hours per week over a complete shift cycle.

TERMINABLE ALLOWANCE

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

(c) The Terminable Allowance specified above does not form part of an employee's salary.

(d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.

(e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position.

(f) When an NU employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 45.09, the Terminable Allowance payable shall be proportionate to the time at each level.

3. A part-time NU employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 39.03.

4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.

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

APPENDIX "M"

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

**

1. In an effort to resolve retention and recruitment problems, the Employer will provide an Allowance to personnel psychologists (PS) in the Personnel Psychology Centre (PPC) or in any other portion of the Public Service Commission (PSC), or in Social Development Canada (SDC) for the performance of PS duties in the Health Services group.

2. The parties agree that PS employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

**

(a) Commencing on the first (1st) day of the month following the month during which this agreement is signed and ending on 30 September 2007, 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 eighty-eight (260.88);

TERMINABLE ALLOWANCE		
	Annual Amount	Daily Amount
PS-2 - up to one (1) year of service:	\$2,000	\$
PS-2 - after one (1) year of service:	\$3,750	\$1
PS-3 - up to one (1) year of service:	\$2,000	\$
PS-3 - after one (1) year of service:	\$7,500	\$2
PS-4	\$7,500	\$2
PS-5	\$7,500	\$2

(c) The Terminable Allowance specified above does not form part of an employee's salary.

(d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.

(e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position.

(f) When a PS employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 45.09, the Terminable Allowance payable shall be proportionate to the time at each level.

3. A part-time PS employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 39.03.

4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.

**

5. An employee may not receive this allowance and the allowance in Appendix "J" during the same period.

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

****APPENDIX "N"**

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

Health Canada shall endeavour to finalize the implementation of the Second on Standby policy for the remaining remote and isolated communities.

****APPENDIX "O"**

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

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

Accordingly, the parties agree to establish a joint committee comprising equal representation. The Committee will, with a view of ensuring consistency of application between regions and zones, review

the departmental policy dated February 3, 2004, which will include the criteria, application, accountability and principles outlined in the Memorandum of Understanding dated November 1, 2001 on employee leave status during or as a result of a critical incident at Health Canada.

****APPENDIX "P"**

MEMORANDUM OF AGREEMENT REGIONAL RESOURCE TEAMS

The Memorandum of Understanding between the Treasury Board and the Professional Institute of the Public Service of Canada for Community Health Nurses in Regional Resource Team dated May 5, 2005 shall form part of this collective agreement.

APPENDIX "Q"

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

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

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

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

A. Incidents:

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

B. Safety Concerns.

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

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

A. Specific Incident:

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

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

****APPENDIX "R"**

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

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

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

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

APPENDIX "S"

WORK FORCE ADJUSTMENT

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General**Application**

This Appendix applies to all employees.

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

Collective agreement

With the exception of those provisions for which the Public Service Commission (PSC) is responsible, this Appendix is part of this collective agreement.

Objectives

It is the policy of the Treasury Board to maximise employment opportunities for indeterminate employees affected by work force 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 work force 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 public service. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Part VI and VII).

Definitions

Accelerated lay-off (*mise en disponibilité accélérée*) - occurs when a surplus employee makes a request to the deputy head, in writing, to be laid off at an earlier date than that originally scheduled, and the deputy head concurs. Lay-off entitlements begin on the actual date of lay-off.

Affected employee (*employé touché*) - is an indeterminate employee who has been informed in writing that his services may no longer be required because of a work force adjustment situation.

Alternation (*échange de postes*) - occurs when an opting employee (not a surplus employee) who wishes to remain in the public service exchanges positions with a non-affected employee (the alternate) willing to leave the public service with a Transition Support Measure or with an Education Allowance.

Alternative delivery initiative (*diversification de mode de prestation de service*) - is the transfer of any work, undertaking or business of the public service to any body or corporation that is a separate employer or that is outside the public service.

Appointing department (*ministère d'accueil*) - is a department or agency which has agreed to appoint or consider for appointment (either immediately or after retraining) a surplus or a laid-off person.

Deputy head (*administrateur général*) - has the same meaning as in the definition of "Deputy Head" set out in section 2 of the *Public Service Employment Act*, and also means his official designate.

**

Education Allowance (*indemnité d'étude*) - is one of the options provided to an indeterminate employee affected by normal work force adjustment for whom the deputy head cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex "B"), plus a reimbursement of tuition from a recognised learning institution, book and mandatory equipment costs, up to a maximum of \$8,000.00. The Education Allowance includes a reimbursement of up to \$2,000, in addition to the above mentioned \$8,000, for reimbursement of tuition, books and mandatory equipment for a postgraduate university program.

Guarantee of a reasonable job offer (*garantie d'une offre d'emploi raisonnable*) - is a guarantee of an offer of indeterminate employment within the public service provided by the deputy head to an indeterminate employee who is affected by work force 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 public service. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this Appendix.

Home department (*ministère d'attache*) - is a department or agency declaring an individual employee surplus.

Laid off person (*personne mise en disponibilité*) - is a person who has been laid off pursuant to PSEA 29(1) and who still retains a reappointment priority under PSEA 29(3).

Lay-off notice (*avis de mise en disponibilité*) - is a written notice of lay-off to be given to a surplus employee at least one month before the scheduled lay-off date. This period is included in the surplus period.

Lay-off priority (*priorité de mise en disponibilité*) - a person who has been laid off is entitled to a priority for appointment without competition or appeal to a position in the public service for which, in the opinion of the PSC, they are qualified. This priority is accorded for one year following the lay-off date, pursuant to subsection 29(3) of the *Public Service Employment Act*, or following the termination date, pursuant to paragraph 11(2.01) of the *Financial Administration Act*.

Opting employee (*employé optant*) - is an indeterminate employee whose services will no longer be required because of a work force adjustment situation and who has not received a guarantee of a reasonable job offer from the deputy head and who has 120 days to consider the Options of Part 6.3 of this Appendix.

Pay (*rémunération*) - has the same meaning as "rate of pay" in the employee's collective agreement.

Priority administration system (*système d'administration des priorités*) - is a system designed by the PSC to facilitate appointments of individuals entitled to statutory and regulatory priorities.

Public Service (*fonction publique*) - means the several positions in or under any department, agency, or other portion of the public service of Canada as defined in Schedule I and IV of the *Financial Administration Act*, for which the PSC has the sole authority to appoint.

Reasonable job offer (*offre d'emploi raisonnable*) - is an offer of indeterminate employment within the public service, normally at an equivalent level but could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the Travel Directive. In Alternative Delivery situations, a reasonable offer is one that meets the criteria set out in Type 1 and Type 2 of Part VII of this appendix. A reasonable job offer is also an offer from a *PSLRA* Part II employer, providing that:

(a) The appointment is at a rate of pay and an attainable salary maximum not less than the employee's current salary and attainable maximum that would be in effect on the date of offer.

(b) It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

Reinstatement priority (*priorité de réintégration*) - is an appointment priority accorded by the PSC, pursuant to the *Public Service Employment Regulations*, to certain individuals salary-protected under this Appendix for the purpose of assisting such persons to re-attain an appointment level equivalent to that from which they were declared surplus.

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

Relocation of work unit (*réinstallation d'une unité de travail*) - is the authorised 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 public service.

Surplus employee (*employé excédentaire*) - is an indeterminate employee who has been formally declared surplus, in writing, by his deputy head.

Surplus priority (*priorité de employé excédentaire*) - is an entitlement for a priority in appointment accorded by the PSC, pursuant to the *Public Service Employment Regulations*, to surplus employees to permit them to be appointed to other positions in the public service without competition or right of appeal.

Surplus status (*statut d'employé excédentaire*) - An indeterminate employee is in surplus status from the date he is declared surplus until the date of lay-off, until he is indeterminately appointed to another position, until his surplus status is rescinded, or until the person resigns.

Transition Support Measure (*mesure de soutien à la transition*) - is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The Transition Support Measure is a cash payment based on the employee's years of service in the public service, as per Annex "B".

Twelve-month surplus priority period in which to secure a reasonable job offer (*Priorité d'employé excédentaire d'une durée de douze 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 force adjustment (*réaménagement des effectifs*) - is a situation that occurs when a deputy head decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation in which the employee does not wish to relocate or an alternative delivery initiative.

Authorities

The PSC has endorsed those portions of this Appendix for which it has responsibility.

Monitoring

Departments shall retain central information on all cases occurring under this Appendix, including the reasons for the action; the number, occupational groups and levels of employees concerned; the dates of notice given; the number of employees placed without retraining; the number of employees retrained (including number of salary months used in such training); the levels of positions to which employees are appointed and the cost of any salary protection; and the number, types, and amounts of lump sums paid to employees.

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

References

The primary references for the subject of Work Force Adjustment are as follows:

Canada Labour Code, Part I.

Financial Administration Act, section 11.

Pay Rate Selection (Treasury Board Manual, Pay administration volume, chapter 3).

Policy on termination of Employment in Alternative Delivery Situations (Treasury Board Manual, Human Resources Volume, Chapter 1-13)

Public Service Employment Act, section 29.

Public Service Employment Regulations, sections 34, 35, 36, 37, 39 and 42.

Public Service Labour Relations Act, subsections 81 to 93 and section 79.

Public Service Superannuation Act, section 40.1.

Relocation Directive (Treasury Board Manual, Employee Services Volume, Chapter 3-1).

Travel Directive (Treasury Board Manual, Employee Services Volume, Chapter 1-1).

Enquiries

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

Responsible officers in departmental headquarters may, in turn, direct questions regarding the application of this Appendix to the Transition and Work-Life Policies Group, Human Resources Branch, Treasury Board Secretariat.

Enquiries by employees pertaining to entitlements to a priority in appointment or to their status in relation to the priority appointment process should be directed to their departmental human resource advisors or to the regional and district offices of the PSC responsible for their case. Responsible officers in departmental headquarters seeking interpretations and guidance may contact the Employment Equity and Priority Administration Division of the Recruitment Programs and Priority Administration Directorate, Resourcing and Learning Branch, Public Service Commission Canada.

Part I

Roles and responsibilities

1.1 Departments

**

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

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

**

1.1.3 Departments shall establish work force adjustment committees, where appropriate, to manage the work force adjustment situations within the department, and they shall notify PIPSC of the responsible officers who will administer this Appendix.

1.1.4 Departments shall, as the home department, cooperate with the PSC and appointing departments in joint efforts to redeploy or retrain for redeployment to appointing departments departmental surplus employees and laid-off persons.

1.1.5 Departments shall establish systems to facilitate redeployment or retraining of the department's affected employees, surplus employees, and laid-off persons.

1.1.6 When a deputy head determines that the services of an employee are no longer required beyond a specified date due to lack of work or discontinuance of a function, the deputy head shall advise the employee, in writing, that his services will no longer be required. A copy of this letter shall be sent forthwith to the PSC.

Such a communication shall also indicate if the employee:

(a) is being provided a guarantee of a reasonable job offer from the deputy head and that the employee will be in surplus status from that date on,

or

(b) is an opting employee and has access to the Options of Section 6.3 of this Appendix because the employee is not in receipt of a guarantee of a reasonable job offer from the deputy head.

Where applicable, the communication should also provide the information relative to the employee's possible lay-off date.

1.1.7 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those employees subject to work force adjustment for whom they know or can predict employment availability in the public service.

1.1.8 Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide 120 days to consider the three Options outlined in Part VI of this Appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected Option (a), Twelve-month surplus priority period in which to secure a reasonable job offer.

1.1.9 The deputy head shall make a determination to either provide a guarantee of a reasonable job offer or access to the Options set out in 6.3 of this Appendix, upon request of any indeterminate affected employee who can demonstrate that his duties have already ceased to exist.

1.1.10 Departments shall send written notice to the PSC of the employee's surplus status, and shall send to the PSC such details, forms, resumes, and other material as the PSC may from time to time prescribe as necessary for it to discharge its function.

**

1.1.11 Departments shall advise the President of PIPSC and consult with PIPSC representatives as completely as possible regarding any work force adjustment situation as soon as possible after the decision has been made and throughout the process. As soon as the affected employees are identified, the departments will immediately forward the name and location of those employees to PIPSC.

1.1.12 The home department shall recommend in writing to the PSC whether the employee is suitable for appointment. Where an employee is not considered suitable for appointment, the department shall advise the employee and PIPSC of that recommendation. The department shall send to the employee a copy of the written communication to the Public Service Commission, indicating the reasons for the recommendation together with any enclosures. The department shall also advise the employee that he may make oral or written submissions about the matter to the Public Service Commission before the

PSC makes its decision. Where the Public Service Commission does not accept the department's recommendation, the department shall provide the surplus period required under this Appendix, beginning on the date the department is advised of the decision. The department shall so advise the employee.

1.1.13 The home department shall provide the PSC with a statement that it would be prepared to appoint the surplus employee to a suitable position in the department commensurate with his qualifications, if such a position were available.

1.1.14 Departments shall provide that employee with the official notification that he has become subject to a work force adjustment and shall remind the employee that Appendix "F" on Work Force Adjustment of this collective agreement applies.

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

1.1.16 Departments are responsible to counsel and advise their affected employees on their opportunities of finding continuing employment in the public service.

1.1.17 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 shall avoid appointment to a lower level except where all other avenues have been exhausted.

1.1.18 Home departments 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.

1.1.19 Home departments shall relocate surplus employees and laid-off individuals, if necessary.

1.1.20 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.

1.1.21 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. Such cost shall be consistent with the Travel and Relocation directives.

1.1.22 For the purposes of the 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.

**

1.1.23 For the purposes of the Travel directive, laid-off persons travelling to interviews for possible reappointment to public service are deemed to be "a traveler on government business".

1.1.24 For the priority period, home departments shall pay the salary costs, and other authorised costs such as tuition, travel, relocation, and retraining for surplus employees and laid-off persons, as provided for in this collective agreement and the various directives; all authorised costs of termination; and salary protection upon lower-level appointment, unless the appointing department is willing to absorb these costs in whole or in part.

1.1.25 Where a surplus employee is appointed by another department to a term position, the home department is responsible for the costs above for one year from the date of such appointment, after which the appointing department becomes the new home department.

1.1.26 Departments shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this Appendix.

1.1.27 Departments shall inform the PSC in a timely fashion of the results of all referrals made to them under this Appendix, whether such referrals are for immediate appointment, for retraining designed to qualify individuals for appointment, or for anticipated vacancies.

**

1.1.28 Departments shall review the use of private temporary agency personnel, contractors, consultants, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments shall not re-engage such temporary agency personnel, contractors, consultants nor renew the employment of such employees referred to above where such action would facilitate the appointment of surplus employees or laid-off persons.

1.1.29 Nothing in the foregoing shall restrict the employer's right to engage or appoint persons to meet short-term, non-recurring requirements. Surplus and laid-off persons shall be given priority even for these short-term work opportunities.

1.1.30 Departments may lay off an employee at a date earlier than originally scheduled when the surplus employee requests them to do so in writing.

1.1.31 Departments, acting as appointing departments, shall cooperate with the PSC and other departments in accepting, to the extent possible, affected, surplus and laid-off persons, from other departments for appointment or retraining.

1.1.32 Departments shall provide surplus employees with a lay-off notice at least one month before the proposed lay-off date, if appointment efforts have been unsuccessful.

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

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

1.1.35 Departments 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 work force adjustment situation and its effect on that individual;

(b) the work force adjustment Appendix;

(c) the PSC's Priority Administration System and how it works from the employee's perspective (referrals, interviews or "boards", feedback to the employee, follow-up by the PSC, how the employee can obtain job information and prepare for an interview, etc.);

(d) preparation of a curriculum vitae or resume;

(e) preparation for an interview with the PSC;

(f) the employee's rights and obligations;

(g) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);

(h) alternatives that might be available to the employee (alternation, appointment, relocation, retraining, lower-level employment, term employment, retirement including possibility of waiver of penalty if entitled to an annual allowance, Transition Support Measure, Education Allowance, resignation, accelerated lay-off);

(i) the likelihood that the employee will be successfully appointed;

(j) the meaning of a guarantee of reasonable job offer, a Twelve-month surplus priority period in which

to secure a reasonable job offer, a Transition Support Measure, an Education Allowance;

(k) the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);

(l) preparation for interviews with prospective employers;

(m) repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;

and

(n) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity.

1.1.36 Home departments 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.

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

1.1.38 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.

1.2 The Treasury Board Secretariat

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

(a) investigate and seek to resolve situations referred by the PSC or other parties,

and

(b) consider departmental requests for retraining resources.

1.3 The Public Service Commission

1.3.1 The PSC shall establish and modify staffing policies and procedures to ensure the most effective and efficient means of maximizing the redeployment of surplus employees and the appointment of laid-off persons to positions in the public service.

1.3.2 The PSC shall temporarily restrict or suspend any authority delegated to deputy heads to make appointments in specified occupational groups when such action is necessary.

1.3.3 The PSC shall actively market surplus employees and laid-off persons to all departments unless the individuals have advised the PSC in writing that they are not available for appointment.

1.3.4 The PSC shall advise the Treasury Board Secretariat when departments fail to comply in good faith with this Appendix and/or to cooperate with the PSC in redeployment, retraining, or appointment activities.

1.3.5 The PSC shall determine, to the extent possible, the occupations in which there are skill shortages for which surplus employees or laid-off persons could be retrained, and advise departments accordingly.

1.3.6 The PSC shall provide surplus and laid-off individuals with counselling on their work force adjustment situation and its impact on them during their priority entitlement.

1.3.7 The PSC shall provide information directly to PIPSC on the numbers and status of their members who are in the Priority Administration System and, on a service-wide basis, through reports to PIPSC.

1.3.8 The Public Service Commission shall decide whether employees are suitable for appointment. Where a deputy head recommends that an employee is not suitable, the PSC shall, after considering such a recommendation, and representations of the employee or his representative, advise the deputy head, the employee, and his representative of its decision whether the employee is entitled to surplus and lay-off priority and the reasons for the decision. The PSC shall also inform the PIPSC of its decision.

1.3.9 The PSC shall, wherever possible, ensure that reinstatement priority is given to all employees who are subject to salary protection.

1.3.10 While the responsibility for retraining lies with the home department, the PSC is responsible for making the appropriate referrals and may recommend retraining where it would facilitate appointment, and the appointing department is responsible for considering retraining the individual and for justifying a decision not to retrain.

1.3.11 The PSC shall inform, in a routine and timely manner, a surplus employee or laid-off person, his home department and a representative of PIPSC, when he has been referred to a department for consideration but will not be offered the position. The PSC shall include full details of why he will not be appointed to or retrained for that position.

1.4 Employees

1.4.1 Employees have the right to be represented by PIPSC in the application of this Appendix.

1.4.2 Employees who are directly affected by work force adjustment situations and who receive a guarantee of a reasonable job offer, or who opt, or are deemed to have opted, for Option (a) of Part VI of this Appendix are responsible for:

(a) actively seeking alternative employment in co-operation with their departments and the PSC, unless

they have advised the department 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 and to the PSC to assist them in their appointment activities (including curriculum vitae or resumes);

(d) ensuring that they can be easily contacted by the PSC and appointing departments, and attending appointments related to referrals;

(e) seriously considering job opportunities presented to them (referrals within the home department, referrals from the PSC, and job offers made by departments), 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 120 days after being declared opting.

Part II

Official notification

2.1 Department

2.1.1 As already mentioned in section 1.1.11, departments shall advise and consult with the bargaining agent representatives as completely as possible regarding any work force adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the bargaining agent the name and work location of affected employees.

**

2.1.2 In any work force adjustment situation which is likely to involve ten or more indeterminate employees covered by this Appendix, the department concerned shall notify the Assistant Secretary (or delegate), Labour Relations and Compensation Operations, Treasury Board Secretariat, in confidence, at the earliest possible date and under no circumstances less than four working days before the situation is announced. The department shall send a copy of the advice to the Director General, Recruitment Programs and Priority Administration Directorate, Resourcing and Learning Branch, Public Service Commission.

2.2 Treasury Board Secretariat

**

2.2.1 Upon notification by the department concerned in 2.1.2 above, and under no circumstances less than two working days before the situation is announced, the Assistant Secretary (or delegate), Labour Relations and Compensation Operations, Treasury Board Secretariat shall inform, in writing and in confidence, the President of PIPSC. 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

In cases where a work unit is to be relocated, departments shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a work force adjustment situation.

3.1.2 Following written notification, employees must indicate, within a period of six months, their intention to move. If the employee's intention is not to move with the relocated position, the Deputy head, after having considered relevant factors, can either provide the employee with a guarantee of a reasonable job offer or access to the Options set out in section 6.3 of this Appendix.

3.1.3 Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.19 to 1.1.23.

3.1.4 Although departments will endeavour to respect employee location preferences, nothing precludes the department from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer from their deputy heads, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

3.1.5 Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the Options set out in Part VI of this Appendix.

Part IV

Retraining

4.1 General

4.1.1 To facilitate the redeployment of affected employees, surplus employees, and laid-off persons, departments shall make every reasonable effort to retrain such persons for:

(a) existing vacancies,

or

(b) anticipated vacancies identified by management.

4.1.2 The PSC and departments shall be responsible for identifying situations where retraining can facilitate the appointment of surplus employees and laid-off persons, and shall cooperate in such efforts.

4.1.3 Subject to the provisions of 4.1.2, the deputy head of the home department shall approve up to two 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 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.

4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee.

4.2.4 While on retraining, a surplus employee continues to be employed by the home department and is entitled to be paid in accordance with his current appointment, unless the appointing department 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, the proposed lay-off date shall be extended to the end of the retraining period, subject to 4.2.3.

4.2.6 An employee unsuccessful in retraining may be laid off at the end of the surplus period, provided that the employer has been unsuccessful in making the employee a reasonable job offer.

4.2.7 In addition to all other rights and benefits granted pursuant to this section, an employee who is guaranteed a reasonable job offer, is also guaranteed, subject to the employee's willingness to relocate, training to prepare the surplus employee for appointment to a position pursuant to section 4.1.1, such training to continue for one year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

4.3 Laid-off persons

4.3.1 A laid-off person shall be eligible for retraining providing:

(a) retraining is needed to facilitate the appointment of the individual to a specific vacant position;

(b) the individual meets the minimum requirements set out in the relevant Selection Standard for appointment to the group concerned;

(c) there are no other available persons with a priority who qualify for the position;

and

(d) the appointing department 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 reviewed by the PSC shall be included in the letter of offer. If the individual accepts the conditional offer, he will be appointed on an indeterminate basis to the full level of the position after having successfully completed training and being assessed as qualified for the position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he was laid-off, the employee will be salary protected in accordance with Part V.

Part V

Salary protection

5.1 Lower-level position

5.1.1 Surplus employees and laid-off persons appointed to a lower-level position under this Appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this collective agreement, or, in the absence of such provisions, the appropriate provisions of the Regulations Respecting Pay on Reclassification or Conversion.

5.1.2 Employees whose salary is protected pursuant to section 5.1.1 will continue to benefit from salary protection until such time as they are appointed or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

Part VI

Options for employees

6.1 General

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict employment availability. A Deputy Head who cannot provide such a guarantee shall provide his reasons in writing, if requested by the employee. 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 120 days to consider the three Options below before a decision is required of them.

6.1.3 The opting employee must choose, in writing, one of the three Options of section 6.3 of this Appendix within the 120-day window. The employee cannot change Options once having made a written choice.

6.1.4 If the employee fails to select an Option, the employee will be deemed to have selected Option (a), Twelve-month surplus priority period in which to secure a reasonable job offer at the end of the 120-day window.

6.1.5 If a reasonable job offer which does not require a relocation is made at any time during the 120-day opting period and prior to the written acceptance of the Transition Support Measure or the Education Allowance Option, the employee is ineligible for the TSM or the Education Allowance.

6.2 Alternation

6.2.1 All departments must participate in the alternation process.

6.2.2 An alternation occurs when an opting employee who wishes to remain in the public service exchanges positions with a non-affected employee (the alternate) willing to leave the public service under the terms of Part VI of this Appendix.

6.2.3 Only an opting employee, not a surplus one, may alternate into an indeterminate position that remains in the public service.

6.2.4 An indeterminate employee wishing to leave the public service may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation will result in retaining the skills required to meet the ongoing needs of the position and the public service.

6.2.5 An alternation must permanently eliminate a function or a position.

**

6.2.6 The opting employee moving into the unaffected position must be, to the degree determined by the Employer, able to meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position, except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five days of the alternation.

6.2.7 An alternation should normally occur between employees at the same group and level. When the two positions are not the same group and level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher paid position is no more than six-per-cent higher than the maximum rate of pay for the lower paid position.

6.2.8 An alternation must occur on a given date, i.e. two employees directly exchange positions on the same day. There is no provision in alternation for a "domino" effect or for "future considerations".

6.3 Options

6.3.1 Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of Options below:

**

(a)

(i) Twelve-month surplus priority period in which to secure a reasonable job offer is time-limited. Should a reasonable job offer not be made within a period of twelve months, the employee will be laid off in accordance with the *Public Service Employment Act*. Employees who choose or are deemed to have chosen this Option are surplus employees.

(ii) At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the 120-day opting period referred to in 6.1.2 which remains once the employee has selected in writing option (a).

(iii) When a surplus employee who has chosen, or who is deemed to have chosen, Option (a) offers to resign before the end of the twelve-month surplus priority period, the deputy head may authorise a lump-sum payment equal to the surplus employee's pay for the substantive position for the balance of the surplus period, up to a maximum of six months. The amount of the lump sum payment for the pay in lieu cannot exceed the maximum of that which he would have received had they chosen Option (b), the Transition Support Measure.

(iv) Departments will make every reasonable effort to market a surplus employee and the Employer will ask the Public Service Commission to make every reasonable effort to market a surplus

employee within the employee's surplus period within his preferred area of mobility.

or

(b) Transition Support Measure (TSM) is a cash payment, based on the employee's years of service in the public service (see Annex "B") made to an opting employee. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay.

or

**

(c) Education allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than \$8,000 for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment, and up to an additional \$2,000 to the above mentioned \$8,000, for reimbursement of receipted expenses of an opting employee for tuition, costs of books and mandatory equipment for a postgraduate university program.

Employees choosing Option (c) could either:

(i) resign from the public service but be considered to be laid-off for severance pay purposes on the date of their departure;

or

(ii) delay their departure date and go on leave without pay for a maximum period of two years, while attending the learning institution. The TSM shall be paid in one or two lump-sum amounts over a maximum two-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-year leave without pay period, unless the employee has found alternate employment in the public service, the employee will be laid off in accordance with the *Public Service Employment Act*.

6.3.2 Management will establish the departure date of opting employees who choose Option (b) or Option (c) above.

6.3.3 The TSM, pay in lieu of unfulfilled surplus period and the Education Allowance cannot be combined with any other payment under the Work Force Adjustment Appendix.

6.3.4 In the cases of: pay in lieu of unfulfilled surplus period, Option (b) and (c)(i), the employee relinquishes any priority rights for reappointment upon acceptance of his resignation.

6.3.5 Employees choosing Option (c)(ii) who have not provided their department with a proof of registration from a learning institution 12 months after starting their leave without pay period will be

deemed to have resigned from the public service, and be considered to be laid-off for purposes of severance pay.

6.3.6 All opting employees will be entitled to up to \$400.00 for financial planning advice.

6.3.7 An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or an Education Allowance and is re-appointed to that portion of the Public Service of Canada specifically in one of the departments or agencies listed in schedule I, IV or V of the *Financial Administration Act* shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the TSM or Education Allowance was paid.

6.3.8 Notwithstanding section 6.3.7, an opting employee who has received an Education Allowance will not be required to reimburse tuition expenses, costs of books and mandatory equipment, for which he cannot get a refund.

6.3.9 The deputy head shall ensure that pay in lieu of unfulfilled surplus period is only authorised where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.

6.3.10 If a surplus employee who has chosen, or is deemed to have chosen, Option (a) refuses a reasonable job offer at any time during the twelve-month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

6.3.11 Approval of pay in lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

6.4 Retention payment

6.4.1 There are three situations in which an employee may be eligible to receive a retention payment. These are total facility closures, relocation of work units and alternative delivery initiatives.

6.4.2 All employees accepting retention payments must agree to leave the public service without priority rights.

**

6.4.3 An individual who has received a retention payment and, as applicable, is either reappointed, or hired to that portion of the Public Service of Canada specifically in one of the departments or agencies listed in schedule I, IV or V of the *Financial Administration Act*, or is hired by the new employer within the six months immediately following his resignation, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the lump sum was paid.

6.4.4 The provisions of 6.4.5 shall apply in total facility closures where public service jobs are to cease, and:

(a) such jobs are in remote areas of the country,

or

(b) retraining and relocation costs are prohibitive,

or

(c) prospects of reasonable alternative local employment (whether within or outside the public service) are poor.

6.4.5 Subject to 6.4.4, the deputy head shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the public service to take effect on that closure date, a sum equivalent to six months' pay payable upon the day on which the departmental operation ceases, provided the employee has not separated prematurely.

6.4.6 The provisions of 6.4.7 shall apply in relocation of work units where public service work units:

(a) are being relocated,

and

(b) when the deputy head of the home department decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation,

and

(c) where the employee has opted not to relocate with the function.

6.4.7 Subject to 6.4.6, the deputy head shall pay to each employee who is asked to remain until the relocation of the work unit and offers a resignation from the public service to take effect on the relocation date, a sum equivalent to six months' pay payable upon the day on which the departmental operation relocates, provided the employee has not separated prematurely.

6.4.8 The provisions of 6.4.9 shall apply in alternative delivery initiatives:

(a) where the public service work units are affected by alternative delivery initiatives;

(b) when the deputy head of the home department decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the

new employer;

and

(c) where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

6.4.9 Subject to 6.4.8, the deputy head shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the public service to take effect on the transfer date, a sum equivalent to six 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 recognise:

- the union's need to represent employees during the transition process;

- the Employer's need for greater flexibility in organising the public service.

For Employees' Information Purposes Only

For information with respect to accrued benefits, refer to Section 12.3(2) of the *Financial Administration Act* (FAA).

7.1 Definitions

For the purposes of this part, an **alternative delivery initiative** (*diversification des modes d'exécution*) is the transfer of any work, undertaking or business of the public service to any body or corporation that is a separate employer or that is outside the public service;

For the purposes of this part, a **reasonable job offer** (*offre d'emploi raisonnable*) is an offer of employment received from a new employer in the case of a Type 1 or Type 2 transitional employment arrangement, as determined in accordance with section 7.2.2;

For the purposes of this part, a **termination of employment** (*licenciement du fonctionnaire*) is the termination of employment referred to in paragraph 11(2)(g.1) of the *Financial Administration Act* (FAA).

7.2 General

Departments will, as soon as possible after the decision is made to proceed with an ASD initiative, and if possible, not less than 180 days prior to the date of transfer, provide notice to PIPSC.

The notice to PIPSC will include: 1) the program being considered for ASD, 2) the reason for the ASD, and 3) the type of approach anticipated for the initiative.

A joint WFA-ASD committee will be created for ASD initiatives and will have equal representation from the department and PIPSC. By mutual agreement the committee may include other participants. The joint WFA-ASD committee will define the rules of conduct of the committee.

In cases of ASD initiatives, the parties will establish a joint WFA-ASD committee to conduct meaningful consultation on the human resources issues related to the ASD initiative in order to provide information to the employee which will assist him or her in deciding on whether or not to accept the job offer.

1. Commercialisation

In cases of commercialisation where tendering will be part of the process, the members of the joint WFA-ASD committee shall make every reasonable effort to come to an agreement on the criteria related to human resources issues (e.g. terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be used in the request for proposal (RFP) process. The committee will respect the contracting rules of the federal government.

2. Creation of a new Agency

In cases of the creation of new agencies, the members of the joint WFA/ASD committee shall make every reasonable effort to agree on common recommendations related to human resources issues (e.g. terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

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3. Transfer to existing employers

In all other ASD 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 commercialisation 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 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;

(i.ii) the *Public Service Terms and Conditions of Employment Regulations*, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer;

(ii) recognition of continuous employment in the public service, as defined in the *Public Service Terms and Conditions of Employment Regulations*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;

(iii) 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;

(iv) transitional employment guarantee: a two-year minimum employment guarantee with the new employer;

(v) coverage in each of the following core benefits: health benefits, long term disability insurance (LTDI) and dental plan;

(vi) 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 85 per cent 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 85 per cent 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 work force in receiving organizations or a two-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 Type 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 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 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.

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7.4.2 Following written notification, employees must indicate within a period of 60 days their intention to accept the employment offer.

7.5 Job offers from new employers

7.5.1 Employees subject to this Appendix (see Application) and who do not accept the reasonable job offer from the new employer in the case of Type 1 or 2 transitional employment arrangements will be given four months notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed upon date before the end of the four month notice period except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer as provided for in subsection 11(2.02) of the former *Financial Administration Act* (FAA).

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. For greater certainty, those who are declared surplus will be subject to the provisions of section 29 of the *Public Service Employment Act* (PSEA) and section 39 of the *Public Service Employment Regulations* (PSER).

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 for operational reasons provided that this does not create a break in continuous service between the public service and the new employer.

7.6 Application of other provisions of the Appendix

7.6.1 For greater certainty, the provisions of Part II, Official Notification, and section 6.4, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a Type 1 or 2 transitional employment arrangement. A payment under section 6.4 may not be combined with a payment under the other section.

7.7 Lump-sum payments and salary top-up allowances

7.7.1 Employees who are subject to this Appendix (see Application) and who accept the offer of employment from the new employer in the case of Type 2 transitional employment arrangements will receive a sum equivalent to three months pay, payable upon the day on which the departmental work or function is transferred to the new employer. The home department will also pay these employees an 18-month salary top-up allowance equivalent to the difference between the remuneration applicable to their public service position and the salary applicable to their position with the new employer. This allowance will be paid as a lump-sum, payable on the day on which the departmental work or function is transferred to the new employer.

7.7.2 In the case of individuals who accept an offer of employment from the new employer in the case of a Type 2 arrangement whose new hourly or annual salary falls below 80 per cent of their former federal hourly or annual remuneration, departments will pay an additional six months of salary top-up allowance for a total of 24-months under this section and section 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their public service 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 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 Type 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 6.5 per cent of pensionable payroll (excluding the employer's costs related to the administration of the plan) will receive a sum equivalent to three months pay, payable on the day on which the departmental 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 equivalent to six months pay payable on the day on which the departmental work or function is transferred to the new employer. The home department will also pay these employees a 12-month salary top-up allowance equivalent to the difference between the remuneration applicable to their public service 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 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 equivalent to one year's pay.

7.7.5 For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term "remuneration" includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

7.8 Reimbursement

7.8.1 An individual who receives a lump-sum payment and salary top-up allowance pursuant to

subsection 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the public service of Canada specified from time to time in Schedule I, IV or V of the *Financial Administration Act* at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of re-appointment to the end of the original period covered by the total of the lump-sum payment and salary top-up allowance, if any.

**

7.8.2 An individual who receives a lump-sum payment pursuant to subsection 7.6.1 and, as applicable, is either reappointed to that portion of the public service of Canada specified from time to time in Schedule I, IV or V of the *Financial Administration Act* or hired by the new employer, to which the employee's work was transferred, at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

7.9 Vacation leave credits and severance pay

7.9.1 Notwithstanding the provisions of this collective agreement concerning vacation leave, an employee who accepts a job offer pursuant to this part may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

7.9.2 Notwithstanding the provisions of this collective agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this part will not be paid severance pay where successor rights apply and/or, in the case of a Type 2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the public service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

7.9.3 Where:

(a) the conditions set out in 7.9.2 are not met,

(b) the severance provisions of this collective agreement are extracted from this collective agreement prior to the date of transfer to another non-federal public sector employer,

(c) the employment of an employee is terminated pursuant to the terms of section 7.5.1,

or

(d) the employment of an employee who accepts a job offer from the new employer in a Type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer,

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on

which employment in the public service terminates.

Annex "A" - Statement of pension principles

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

Annex "B"

Years of Service in the Public Service	Transition Support Measure (TSM) (Payment in weeks' pay)
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52

19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34
36	31
37	28
38	25
39	22
40	19
41	16
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.

****APPENDIX "T"**

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

This letter is to give effect to the understanding reached by the Employer and the Institute in negotiations for the renewal of the agreement that expired September 30, 2003 covering the above specified group.

Accordingly, the parties agree to establish a joint committee comprising equal representation to meet within ninety (90) days of the signing of the collective agreement for the Health Services Bargaining Unit. The joint committee shall examine in particular the creation of a voluntary declaration of errors

mechanism; the conditions under which the professional health care is exercised in the Federal government; and the service delivery and patient safety in the health field.

The joint committee shall produce recommendations, which will be made available to both parties concerned for examination at the next round of collective agreement negotiations. The joint committee shall submit its recommendation no later than two (2) months before the expiration date of the said collective agreement, unless the Employer and the Institute agree in writing to extend the deadline.

The Committee shall be co-chaired by the Employer and the Professional Institute of the Public Service of Canada. Time spent (including travel) by the members of the working group shall be considered time worked. All other costs will be the responsibility of each party.

****APPENDIX "U"**

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

This letter is to give effect to the understanding reached by the Employer and the Institute in negotiations for the renewal of the agreement that expired September 30, 2003 covering the above specified group.

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

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

The Study shall be co-chaired by the Treasury Board and the Professional Institute of the Public Service of Canada. If required, outside consultant expenses shall be paid by the Treasury Board. Time spent (including travel) by the members of the working group shall be considered time worked. All other costs will be the responsibility of each party.

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

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

List of Changes to the Agreement between the Treasury Board and The Professional Institute of the Public Service of Canada - Health Services

ARTICLE 2 INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

**

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

**

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

**

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

ARTICLE 8 HOURS OF WORK AND SHIFT WORK

8.10

**

(b) Employees shall receive one (1) out of two (2) weekends (Saturday and Sunday) off duty, except:

- (i) when other scheduling is authorized by mutual agreement,
- (ii) in Correctional Service Canada, wherever possible, employees shall receive one (1) out of two (2) weekends off duty. However, employees shall be granted one (1) out of three (3) weekends off duty.

ARTICLE 9 OVERTIME

9.06

**

(a) An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of ten dollars fifty (\$10.50), except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to his place of work.

**

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

ARTICLE 13 TRAVELLING TIME

**

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

13.09 Travel Status Leave

**

(a) An employee who is required to travel outside his headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted seven decimal five (7.5) hours of time off with pay. The employee shall be credited with one additional seven decimal five (7.5) hours of time off for each

additional twenty (20) nights that the employee is away from his permanent residence to a maximum of eighty (80) additional nights.

**

(b) The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.

**

(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.

ARTICLE 14

LEAVE - GENERAL

**

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

**

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

**

14.06

(a) When an employee becomes subject to this Agreement, his earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his earned hourly leave credits shall be reconverted into days, with one day being equal to seven decimal five (7.5) hours.

(b) Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.

(c) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

(d) Notwithstanding the above, in Clause 17.02, Bereavement Leave with Pay, a "day" will mean a calendar day.

ARTICLE 15

VACATION LEAVE

15.02 Accumulation of Vacation Leave Credits

**

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 sixteen (16th) anniversary of service occurs;

**

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

(b) nine decimal three seven five (9.375) hours until the month in which the employee's first (1st) anniversary of service occurs;

(c) twelve decimal five (12.5) hours commencing with the month in which the employee's first (1st) anniversary of service occurs;

(d) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;

(e) fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;

(f) fifteen decimal six two five (15.625) hours days commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;

(g) sixteen decimal eight seven five (16.875) hours per month commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;

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

**

15.05 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.

**

15.10 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 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.

**

15.13 Leave When Employment Terminates

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

**

15.18 Appointment from a Separate Employer

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.

**

15.19

(a) 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.

(b) Transitional Provision

Effective on May 31, 2005, employee with more than two (2) years of service, as defined in clause 15.03, shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay.

ARTICLE 16 SICK LEAVE

16.01 Credits

**

An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least ten (10) days.

**

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

ARTICLE 17 OTHER LEAVE WITH OR WITHOUT PAY

17.02 Bereavement Leave With Pay

**

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

**

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

(i) shall be entitled to a bereavement period of five (5) consecutive calendar days which must include the day of the funeral or the day of the memorial commemorating the deceased. 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.

17.04 Maternity Allowance

(a)

(iii)

**

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

(allowance received)	X	(remaining period to be worked following her return to work)
		[total period to be worked as specified in (B)]

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

**

(c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

(i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention "terminable allowance" for each week of the waiting period, less any other monies earned during this period,

and

(ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention "terminable allowance" less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.

**

(g) The weekly rate of pay referred to in paragraph (f) shall be the rate and the recruitment and retention "terminable allowance" to which the employee is entitled for her substantive level to which she is appointed.

**

(h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate and the recruitment and retention "terminable allowance" she was being paid on that day.

17.05 Special Maternity Allowance for Totally Disabled Employees

**

(a) An employee who:

(i) fails to satisfy the eligibility requirement specified in subparagraph 17.04(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits,

and

(ii) has satisfied all of the other eligibility criteria specified in paragraph 17.04(a), other than those specified in sections (A) and (B) of subparagraph 17.04(a)(iii),

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

17.06 Parental Leave Without Pay

**

(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 periods.

**

(d) Notwithstanding paragraphs (a) and (b):

(i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or

(ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his 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.

17.07 Parental Allowance

(a)

(iii)

**

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

(allowance received)	X	(remaining period to be worked following his/her return to work)
----------------------	---	--

[total period to be worked
as specified in (B)]

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

**

(c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:

**

(ii) for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he is eligible to receive and ninety-three per cent (93%) of his weekly rate of pay and the recruitment and retention "terminable allowance" less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he would have been eligible if no extra monies had been earned during this period;

**

(g) The weekly rate of pay referred to in paragraph (f) shall be the rate and the recruitment and retention "terminable allowance" to which the employee is entitled for the substantive level to which she or he is appointed.

**

(h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate and the recruitment and retention "terminable allowance" the employee was being paid on that day.

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 parental benefits,

and

(ii) has satisfied all of the other eligibility criteria specified in paragraph 17.07(a), other than those specified in sections (A) and (B) of subparagraph 17.07(a)(iii),

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the recruitment and retention "terminable allowance", and the gross amount of his weekly disability benefit under the DI Plan, the LTD Plan or via the *Government employees Compensation Act*.

17.09 Leave Without Pay for the Care of Immediate Family

**

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

**

(g) An employee who has proceeded on leave without pay may change his return to work date if such change does not result in additional costs to the employer.

17.11 Leave Without Pay for Relocation of Spouse

**

(a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse or common-law partner is permanently relocated and up to five (5) years to an employee whose spouse or common-law partner is temporarily relocated.

17.12 Leave With Pay for Family-Related Responsibilities

**

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

**

(b) The Employer shall grant leave with pay under the following circumstances:

(i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude his absence from work; however, when alternate arrangements are not possible an employee shall be granted leave for a medical or dental appointment when the family member is incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;

(ii) leave with pay to provide for the immediate and temporary care of a sick or elderly member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;

(iii) leave with pay for needs directly related to the birth or to the adoption of the employee's child.

**

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

17.15 Injury-on-Duty Leave With Pay

**

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

(i) a party to a Provincial Worker's Compensation Hearing

or

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

17.18 Maternity-related Reassignment or Leave

**

(a) An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the

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

**

(g) Notwithstanding clause (e), for an employee working:

(i) in an institution at Correctional Service Canada where she is in direct and regular contact with offenders, and

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

(iii) OP and NU-HOS of Ste-Anne de Bellevue Hospital who provide direct and regular health care to patients,

(iv) OP and NUs in the Department of National Defence who provide direct and regular health care to patients,

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

17.19 Medical Appointment for Pregnant Employees

**

(a) Up to three decimal five (3.75) hours of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

17.20 Volunteer Leave

**

(a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign;

17.21 Other Leave With Pay

**

(b) Personal Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay for reasons of a personal nature.

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

**

(c) Quarantine Leave

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

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

ARTICLE 18 CAREER DEVELOPMENT

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.

**

(c) The Employer may grant leave with pay and reasonable travel expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.

**

(g) Subject to budgetary and operational constraints, the Employer shall make every reasonable effort to

accommodate shift changes or rest day changes to facilitate attendance at conferences, conventions, symposia, scientific meetings, workshops and other gatherings of a similar nature, while on duty.

18.04 Professional Development

(a)

**

(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.

**

(f)

(i) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

Sub-paragraph (f)(ii) applies only to Health Canada's NU-CHN's in the First Nations and Inuit Health Branch (FNIHB).

(ii) An employee on the Primary Care Skills Program shall be deemed to be on travel status.

**

(g) Subject to budgetary and operational constraints, the Employer shall make every reasonable effort to accommodate shift changes or rest day changes to facilitate attendance at workshops, short courses, similar out-service programmes or continuing education courses while on duty.

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:

**

23.04 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.

ARTICLE 28

INFORMATION

**

28.04

(a) The Employer agrees to distribute to each new employee an information package prepared and supplied by the Institute. Such information package shall require the prior approval of the Employer. The Employer shall have the right to refuse to distribute any information that it considers adverse to its interests or to the interests of any of its representatives.

(b) The Institute shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programmes, where those programmes exist.

ARTICLE 29

STEWARDS

29.04 Leave for Stewards

**

(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 35

NATIONAL JOINT COUNCIL AGREEMENTS

**

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

(1) Bilingualism Bonus Policy Directive

(2) Commuting Assistance Directive

(3) Foreign Service Directives

Health/Safety

(4) Boiler and Pressure Vessels Directive

(5) Committees and Representatives Directive

(6) Hazardous Substances Directive

(7) Electrical Directive

(8) Elevated Work Structures Directive

(9) Elevating Devices Directive

(10) First-Aid Allowance Directive

(11) First-Aid Safety and Health Directive

(12) Hazardous Confined Spaces Directive

(13) Material Handling Safety Directive

(14) Motor Vehicle Operations Directive

(15) Noise Control and Hearing Conservation Directive

(16) Personal Protective Equipment and Clothing Directive

(17) Pesticides Directive

(18) Refusal to Work Directive

(19) Sanitation Directive

(20) Tools and Machinery Directive

- (21) Use and Occupancy of Buildings Directive
- (22) Isolated Posts and Government Housing Directive
- (23) Travel Directive
- (24) NJC Relocation - IRP Directive
- (25) Uniforms Directive
- (26) Public Service Health Care Plan Directive
- (27) Memorandum of Understanding on the Definition of Spouse

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

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

ARTICLE 36

JOINT CONSULTATION

**

36.07 Without prejudice to the position the Employer or the Institute may wish to take in 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.

ARTICLE 37

STANDARDS OF DISCIPLINE

**

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

**

37.03 At any administrative inquiry, hearing or investigation conducted by the Employer, where the actions of an employee may have had a bearing on the events or circumstances leading thereto, and the employee is required to appear at the administrative inquiry, hearing or investigation being conducted, he may be accompanied by a representative of the Institute. 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.

**

37.06 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.

ARTICLE 39

PART-TIME EMPLOYEES

39.01 Definition

**

(b) Notwithstanding the provisions of 39.01(a), NU-CHN's in FNIHB, (known as regular part-time employees), whose normal scheduled hours of work average less than thirty-seven and one-half (37 1/2) 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.

**

39.11 Vacation Leave

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

- (a) when the entitlement is nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee's workweek per month;
- (b) when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of hours in the employee's workweek per month;
- (c) when the entitlement is thirteen decimal seven five (13.75) hours a month, .367 multiplied by the number of hours in the employee's workweek per month;
- (d) when the entitlement is fourteen decimal four (14.4) hours a month, .383 multiplied by the number of hours in the employee's workweek per month;
- (e) when the entitlement 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.

ARTICLE 42

SEXUAL HARASSMENT

**

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

**

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

ARTICLE 44

PENOLOGICAL FACTOR ALLOWANCE

General

**

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

**

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

**

Amount of PFA

44.04

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

**

44.08 Except as provided in clause 44.08 below, PFA shall be adjusted when the incumbent of a position to which PFA applies, is appointed or assigned duties in another position to which a different level of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one position to which PFA applies, the employee shall receive the higher allowance, provided he has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

**

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

ARTICLE 45

PAY

**

45.06 Rates of Pay

(a) The rates of pay set forth in Appendix "A" shall become effective on the dates specified.

(b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply:

(i) "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefor;

(ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the groups identified in Article 25 of this Agreement during the retroactive period;

(iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;

(iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Public Service Terms and Conditions of Employment Regulations, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;

(v) no payment or no notification shall be made pursuant to paragraph 45.06(b) for one dollar (\$1.00) or less.

**

45.10 New Classification Standard

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

ARTICLE 46 VARIATION IN HOURS OF WORK

**

46.01 Principle

The following conditions shall apply to employees to whom the provisions of clause 8.06 (Compressed Work Week) and subparagraph 8.09(e)(i) (shift longer than 7 1/2 hours) of Article 8 apply.

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

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

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

ARTICLE 47 SHIFT AND WEEKEND PREMIUMS

**

47.01

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

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

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

47.02

**

(a) Employees shall receive an additional premium of two dollars (\$2.00) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below.

**ARTICLE 48
SHIFT PRINCIPLE**

48.01

(a)

**

(vi) Provincial Workers Compensation Hearings.

****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 52
DURATION**

**

52.01 The duration of this Collective Agreement shall be from the date it is signed to 30 September 2007.

****APPENDIX "A"**

**DE - DENTISTRY GROUP
ANNUAL RATES OF PAY
(in dollars)**

A) Effective October 1, 2003**B) Effective October 1, 2004****C) Effective October 1, 2005****D) Effective October 1, 2006****DE-1**

From:	\$	62625	65679	68731	71778	74830	77877	80992
To:	A	64191	67321	70449	73572	76701	79824	83017
	B	65635	68836	72034	75227	78427	81620	84885
	C	67210	70488	73763	77032	80309	83579	86922
	D	68890	72250	75607	78958	82317	85668	89095

DE-2

From:	\$	68004	71320	74642	77951	81269	84587	87971
To:	A	69704	73103	76508	79900	83301	86702	90170
	B	71272	74748	78229	81698	85175	88653	92199
	C	72983	76542	80106	83659	87219	90781	94412
	D	74808	78456	82109	85750	89399	93051	96772

DE-3

From:	\$	73979	77594	81205	84820	88432	92045	95727
To:	A	75828	79534	83235	86941	90643	94346	98120
	B	77534	81324	85108	88897	92682	96469	100328
	C	79395	83276	87151	91031	94906	98784	102736
	D	81380	85358	89330	93307	97279	101254	105304

PAY NOTES**PAY ADJUSTMENT ADMINISTRATION**

**

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

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

X) Restructure - Effective October 1, 2003**A) Effective October 1, 2003****B) Effective October 1, 2004**

C) Effective October 1, 2005**D) Effective October 1, 2006****MEDICAL OFFICER SUB-GROUP****MD-MOF-1**

From:	\$	63273	66638	69999	73365	76728	80091	83457
To:	X		66638	69999	73365	76728	80091	83457
	A		68304	71749	75199	78646	82093	85543
	B		69841	73363	76891	80416	83940	87468
	C		71517	75124	78736	82346	85955	89567
	D		73305	77002	80704	84405	88104	91806
From:	\$	86821	90183					
To:	X	86821	90183					
	A	88992	92438					
	B	90994	94518					
	C	93178	96786					
	D	95507	99206					

MD-MOF-2

From:	\$	81602	85107	88609	92114	95616	99251	102738
To:	X		85107	88609	92114	95616	99251	102738
	A		87235	90824	94417	98006	101732	105306
	B		89198	92868	96541	100211	104021	107675
	C		91339	95097	98858	102616	106518	110259
	D		93622	97474	101329	105181	109181	113015

MD-MOF-3

From:	\$	94139	98203	102269	106156	109884		
To:	X		98203	102269	106156	109884		
	A		100658	104826	108810	112631		
	B		102923	107185	111258	115165		
	C		105393	109757	113928	117929		
	D		108028	112501	116776	120877		

MD-MOF-4

From:	\$	99523	103726	107931	112034	115971		
To:	X		103726	107931	112034	115971		
	A		106319	110629	114835	118870		
	B		108711	113118	117419	121545		
	C		111320	115833	120237	124462		
	D		114103	118729	123243	127574		

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

From:	\$	98357	102074	105790	110022			
To:	X		102074	105790	110022			
	A		104626	108435	112773			
	B		106980	110875	115310			
	C		109548	113536	118077			
	D		112287	116374	121029			

MD-MSP-2

From:	\$	104997	108755	112511	116785
To:	X		108755	112511	116785
	A		111474	115324	119705
	B		113982	117919	122398
	C		116718	120749	125336
	D		119636	123768	128469

PAY NOTES**RESTRUCTURING**

**

3. All employees at the MD-MOF levels 1 to 4 and at the MD-MSP levels 1 to 2 for whom a restructuring is effective October 1, 2003 will move to the rate of pay shown immediately below the employee's former rate of pay at the X range shown in Appendix "A" or at the closest rate, but not less than the employee's former rate of pay.

PAY ADJUSTMENT ADMINISTRATION

**

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

ND - NUTRITION AND DIETETICS GROUP**ANNUAL RATES OF PAY****(in dollars)****A) Effective October 1, 2003****B) Effective October 1, 2004****C) Effective October 1, 2005****D) Effective October 1, 2006****SUBGROUP: DIETITIAN****ND-DIT-1**

From:	\$	51981	53292	54683	56092	57499	58972	60504
To:	A	53281	54624	56050	57494	58936	60446	62017
	B	54480	55853	57311	58788	60262	61806	63412
	C	55788	57193	58686	60199	61708	63289	64934

	D	57183	58623	60153	61704	63251	64871	66557
From:	\$	62039						
To:	A	63590						
	B	65021						
	C	66582						
	D	68247						
ND-DIT-2								
From:	\$	58324	59883	61451	63243	64948	66653	
To:	A	59782	61380	62987	64824	66572	68319	
	B	61127	62761	64404	66283	68070	69856	
	C	62594	64267	65950	67874	69704	71533	
	D	64159	65874	67599	69571	71447	73321	
ND-DIT-3								
From:	\$	62733	64419	66267	68094	69996	71899	
To:	A	64301	66029	67924	69796	71746	73696	
	B	65748	67515	69452	71366	73360	75354	
	C	67326	69135	71119	73079	75121	77162	
	D	69009	70863	72897	74906	76999	79091	
ND-DIT-4								
From:	\$	71847	73824	75807	77785	79764	81744	
To:	A	73643	75670	77702	79730	81758	83788	
	B	75300	77373	79450	81524	83598	85673	
	C	77107	79230	81357	83481	85604	87729	
	D	79035	81211	83391	85568	87744	89922	
SUBGROUP: ADVISORY								
ND-ADV-1								
From:	\$	53943	55608	57433	59240	61120	63000	
To:	A	55292	56998	58869	60721	62648	64575	
	B	56536	58280	60194	62087	64058	66028	
	C	57893	59679	61639	63577	65595	67613	
	D	59340	61171	63180	65166	67235	69303	
ND-ADV-2								
From:	\$	60935	63071	65202	67336	69569	71801	
To:	A	62458	64648	66832	69019	71308	73596	
	B	63863	66103	68336	70572	72912	75252	
	C	65396	67689	69976	72266	74662	77058	
	D	67031	69381	71725	74073	76529	78984	
ND-ADV-3								
From:	\$	68071	70652	73235	75807	78381	80490	82602
To:	A	69773	72418	75066	77702	80341	82502	84667
	B	71343	74047	76755	79450	82149	84358	86572
	C	73055	75824	78597	81357	84121	86383	88650
	D	74881	77720	80562	83391	86224	88543	90866
SUBGROUP: HOME ECONOMIST								
ND-HME-1								
From:	\$	54184	55566	56959	58412	59920	61432	

To:	A	55539	56955	58383	59872	61418	62968	
	B	56789	58236	59697	61219	62800	64385	
	C	58152	59634	61130	62688	64307	65930	
	D	59606	61125	62658	64255	65915	67578	
ND-HME-2								
From:	\$	57776	59382	61003	62623	64301	65934	67566
To:	A	59220	60867	62528	64189	65909	67582	69255
	B	60552	62237	63935	65633	67392	69103	70813
	C	62005	63731	65469	67208	69009	70761	72513
	D	63555	65324	67106	68888	70734	72530	74326
ND-HME-3								
From:	\$	63151	64933	66704	68555	70473	72304	74135
To:	A	64730	66556	68372	70269	72235	74112	75988
	B	66186	68054	69910	71850	73860	75780	77698
	C	67774	69687	71588	73574	75633	77599	79563
	D	69468	71429	73378	75413	77524	79539	81552
ND-HME-4								
From:	\$	71118	73345	75564	77778	80077	82375	
To:	A	72896	75179	77453	79722	82079	84434	
	B	74536	76871	79196	81516	83926	86334	
	C	76325	78716	81097	83472	85940	88406	
	D	78233	80684	83124	85559	88089	90616	

PAY NOTES

PAY ADJUSTMENT ADMINISTRATION

**

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

****APPENDIX "A"**

OP - OCCUPATIONAL AND PHYSICAL THERAPY GROUP ANNUAL RATES OF PAY (in dollars)

X) Restructure - Effective October 1, 2003

A) Effective October 1, 2003**B) Effective October 1, 2004****C) Effective October 1, 2005****D) Effective October 1, 2006****REGION: ATLANTIC****OP-1**

From:	\$	48982	50223	51459	52701	53978	
To:	X		50223	51459	52701	53978	55255
	A		51479	52745	54019	55327	56636
	B		52637	53932	55234	56572	57910
	C		53900	55226	56560	57930	59300
	D		55248	56607	57974	59378	60783

OP-2

From:	\$	50350	51698	53042	54394	55729	57129	
To:	X		51698	53042	54394	55729	57129	58529
	A		52990	54368	55754	57122	58557	59992
	B		54182	55591	57008	58407	59875	61342
	C		55482	56925	58376	59809	61312	62814
	D		56869	58348	59835	61304	62845	64384

OP-3

From:	\$	53163	54627	56082	57545	59000	60515	
To:	X		54627	56082	57545	59000	60515	62030
	A		55993	57484	58984	60475	62028	63581
	B		57253	58777	60311	61836	63424	65012
	C		58627	60188	61758	63320	64946	66572
	D		60093	61693	63302	64903	66570	68236

OP-4

From:	\$	56240	57832	59413	60998	62582	64228	
To:	X		57832	59413	60998	62582	64228	65874
	A		59278	60898	62523	64147	65834	67521
	B		60612	62268	63930	65590	67315	69040
	C		62067	63762	65464	67164	68931	70697
	D		63619	65356	67101	68843	70654	72464

REGION: QUEBEC**OP-1**

From:	\$	55574	57134	58689	60247	61803	63410	65019
To:	X		57134	58689	60247	61803	63410	65019
	A		58562	60156	61753	63348	64995	66644
	B		59880	61510	63142	64773	66457	68143
	C		61317	62986	64657	66328	68052	69778
	D		62850	64561	66273	67986	69753	71522
From:	\$	66626	68230	69840				
To:	X		66626	68230	69840	71450		
	A		68292	69936	71586	73236		
	B		69829	71510	73197	74884		

	C	71505	73226	74954	76681			
	D	73293	75057	76828	78598			
OP-2								
From:	\$	58849	60547	62239	63928	65621	67375	69129
To:	X		60547	62239	63928	65621	67375	69129
	A		62061	63795	65526	67262	69059	70857
	B		63457	65230	67000	68775	70613	72451
	C		64980	66796	68608	70426	72308	74190
	D		66605	68466	70323	72187	74116	76045
From:	\$	70888	72641	74399				
To:	X	70888	72641	74399	76157			
	A	72660	74457	76259	78061			
	B	74295	76132	77975	79817			
	C	76078	77959	79846	81733			
	D	77980	79908	81842	83776			
OP-3								
From:	\$	62379	64225	66057	67890	69728	71628	73531
To:	X		64225	66057	67890	69728	71628	73531
	A		65831	67708	69587	71471	73419	75369
	B		67312	69231	71153	73079	75071	77065
	C		68927	70893	72861	74833	76873	78915
	D		70650	72665	74683	76704	78795	80888
From:	\$	75429	77329	79231				
To:	X	75429	77329	79231	81133			
	A	77315	79262	81212	83161			
	B	79055	81045	83039	85032			
	C	80952	82990	85032	87073			
	D	82976	85065	87158	89250			
OP-4								
From:	\$	66263	68250	70246	72237	74227	76297	78364
To:	X		68250	70246	72237	74227	76297	78364
	A		69956	72002	74043	76083	78204	80323
	B		71530	73622	75709	77795	79964	82130
	C		73247	75389	77526	79662	81883	84101
	D		75078	77274	79464	81654	83930	86204
From:	\$	80433	82504	84571				
To:	X	80433	82504	84571	86638			
	A	82444	84567	86685	88804			
	B	84299	86470	88635	90802			
	C	86322	88545	90762	92981			
	D	88480	90759	93031	95306			
REGION: ONTARIO, YUKON AND NORTHWEST TERRITORIES								
OP-1								
From:	\$	52618	54060	55492	56936	58372	59851	61335
To:	X		54060	55492	56936	58372	59851	61335
	A		55412	56879	58359	59831	61347	62868

	B		56659	58159	59672	61177	62727	64283
	C		58019	59555	61104	62645	64232	65826
	D		59469	61044	62632	64211	65838	67472
From:	\$							
To:	X	62819						
	A	64389						
	B	65838						
	C	67418						
	D	69103						
OP-2								
From:	\$	55648	57203	58769	60329	61894	63512	65130
To:	X		57203	58769	60329	61894	63512	65130
	A		58633	60238	61837	63441	65100	66758
	B		59952	61593	63228	64868	66565	68260
	C		61391	63071	64745	66425	68163	69898
	D		62926	64648	66364	68086	69867	71645
From:	\$							
To:	X	66748						
	A	68417						
	B	69956						
	C	71635						
	D	73426						
OP-3								
From:	\$	58906	60605	62290	63987	65679	67434	69191
To:	X		60605	62290	63987	65679	67434	69191
	A		62120	63847	65587	67321	69120	70921
	B		63518	65284	67063	68836	70675	72517
	C		65042	66851	68673	70488	72371	74257
	D		66668	68522	70390	72250	74180	76113
From:	\$							
To:	X	70948						
	A	72722						
	B	74358						
	C	76143						
	D	78047						
OP-4								
From:	\$	62484	64322	66158	67996	69840	71744	73698
To:	X		64322	66158	67996	69840	71744	73698
	A		65930	67812	69696	71586	73538	75540
	B		67413	69338	71264	73197	75193	77240
	C		69031	71002	72974	74954	76998	79094
	D		70757	72777	74798	76828	78923	81071
From:	\$							
To:	X	75652						
	A	77543						

B 79288
C 81191
D 83221

REGION: MANITOBA**OP-1**

From:	\$	49011	50301	51587	52882	54176	55503	56648
To:	X		50301	51587	52882	54176	55503	56648
	A		51559	52877	54204	55530	56891	58064
	B		52719	54067	55424	56779	58171	59370
	C		53984	55365	56754	58142	59567	60795
	D		55334	56749	58173	59596	61056	62315

From:	\$							
To:	X	57793						
	A	59238						
	B	60571						
	C	62025						
	D	63576						

OP-2

From:	\$	51728	53133	54530	55933	57336	58788	
To:	X		53133	54530	55933	57336	58788	60240
	A		54461	55893	57331	58769	60258	61746
	B		55686	57151	58621	60091	61614	63135
	C		57022	58523	60028	61533	63093	64650
	D		58448	59986	61529	63071	64670	66266

OP-3

From:	\$	54656	56179	57698	59219	60735	62320	
To:	X		56179	57698	59219	60735	62320	63905
	A		57583	59140	60699	62253	63878	65503
	B		58879	60471	62065	63654	65315	66977
	C		60292	61922	63555	65182	66883	68584
	D		61799	63470	65144	66812	68555	70299

OP-4

From:	\$	57868	59515	61166	62813	64473	66186	
To:	X		59515	61166	62813	64473	66186	67899
	A		61003	62695	64383	66085	67841	69596
	B		62376	64106	65832	67572	69367	71162
	C		63873	65645	67412	69194	71032	72870
	D		65470	67286	69097	70924	72808	74692

REGION: SASKATCHEWAN**OP-1**

From:	\$	49011	50301	51587	52882	54176	55503	56829
To:	X		50301	51587	52882	54176	55503	56829
	A		51559	52877	54204	55530	56891	58250
	B		52719	54067	55424	56779	58171	59561
	C		53984	55365	56754	58142	59567	60990
	D		55334	56749	58173	59596	61056	62515

From: \$
 To: X 58155
 A 59609
 B 60950
 C 62413
 D 63973

OP-2

From:	\$	51728	53133	54530	55933	57336	58788	60035
To:	X		53133	54530	55933	57336	58788	60035
	A		54461	55893	57331	58769	60258	61536
	B		55686	57151	58621	60091	61614	62921
	C		57022	58523	60028	61533	63093	64431
	D		58448	59986	61529	63071	64670	66042

From: \$
 To: X 61282
 A 62814
 B 64227
 C 65768
 D 67412

OP-3

From:	\$	54656	56179	57698	59219	60735	62320	63900
To:	X		56179	57698	59219	60735	62320	63900
	A		57583	59140	60699	62253	63878	65498
	B		58879	60471	62065	63654	65315	66972
	C		60292	61922	63555	65182	66883	68579
	D		61799	63470	65144	66812	68555	70293

From: \$
 To: X 65480
 A 67117
 B 68627
 C 70274
 D 72031

OP-4

From:	\$	57868	59515	61166	62813	64473	66186	67899
To:	X		59515	61166	62813	64473	66186	67899
	A		61003	62695	64383	66085	67841	69596
	B		62376	64106	65832	67572	69367	71162
	C		63873	65645	67412	69194	71032	72870
	D		65470	67286	69097	70924	72808	74692

From: \$
 To: X 69612
 A 71352
 B 72957
 C 74708
 D 76576

REGION: ALBERTA**OP-1**

From:	\$	49595	50967	52337	53713	55079	56449	57866
To:	X		50967	52337	53713	55079	56449	57866
	A		52241	53645	55056	56456	57860	59313
	B		53416	54852	56295	57726	59162	60648
	C		54698	56168	57646	59111	60582	62104
	D		56065	57572	59087	60589	62097	63657

From:	\$							
To:	X	59283						
	A	60765						
	B	62132						
	C	63623						
	D	65214						

OP-2

From:	\$	53854	55350	56831	58320	59808	61355	
To:	X		55350	56831	58320	59808	61355	62902
	A		56734	58252	59778	61303	62889	64475
	B		58011	59563	61123	62682	64304	65926
	C		59403	60993	62590	64186	65847	67508
	D		60888	62518	64155	65791	67493	69196

OP-3

From:	\$	56963	58580	60193	61805	63419	65098	
To:	X		58580	60193	61805	63419	65098	66777
	A		60045	61698	63350	65004	66725	68446
	B		61396	63086	64775	66467	68226	69986
	C		62870	64600	66330	68062	69863	71666
	D		64442	66215	67988	69764	71610	73458

OP-4

From:	\$	60373	62125	63881	65629	67387	69206	
To:	X		62125	63881	65629	67387	69206	71025
	A		63678	65478	67270	69072	70936	72801
	B		65111	66951	68784	70626	72532	74439
	C		66674	68558	70435	72321	74273	76226
	D		68341	70272	72196	74129	76130	78132

REGION: BRITISH COLUMBIA**OP-1**

From:	\$	57974	59503	61035	62614		
To:	X		59503	61035	62614	64193	
	A		60991	62561	64179	65798	
	B		62363	63969	65623	67278	
	C		63860	65504	67198	68893	
	D		65457	67142	68878	70615	

OP-2

From:	\$	58137	59797	61457	63120	64785	66504	
To:	X		59797	61457	63120	64785	66504	68223

	A		61292	62993	64698	66405	68167	69929
	B		62671	64410	66154	67899	69701	71502
	C		64175	65956	67742	69529	71374	73218
	D		65779	67605	69436	71267	73158	75048
OP-3								
From:	\$	61604	63411	65214	67015	68819	70690	
To:	X		63411	65214	67015	68819	70690	72561
	A		64996	66844	68690	70539	72457	74375
	B		66458	68348	70236	72126	74087	76048
	C		68053	69988	71922	73857	75865	77873
	D		69754	71738	73720	75703	77762	79820
OP-4								
From:	\$	65410	67370	69325	71285	73244	75275	
To:	X		67370	69325	71285	73244	75275	77306
	A		69054	71058	73067	75075	77157	79239
	B		70608	72657	74711	76764	78893	81022
	C		72303	74401	76504	78606	80786	82967
	D		74111	76261	78417	80571	82806	85041

****APPENDIX "A"****OP - OCCUPATIONAL AND PHYSICAL THERAPY GROUP****PAY NOTES****RESTRUCTURING**

**

3. All employees at the OP levels 1 to 4 scale of rates for whom a restructuring is effective October 1, 2003 will move to the rate of pay shown immediately below the employee's former rate of pay at the X range shown in Appendix "A" or at the closest rate, but not less than the employee's former rate of pay.

**

4. Employees at the OP levels 1 to 4 scale of rates who have been at the maximum rate of pay for their level for twelve (12) months or more on October 1, 2003, will move to the new maximum rate of pay effective October 1, 2003.

PAY ADJUSTMENT ADMINISTRATION

**

5. All employees being paid in the OP levels 1 to 4 scale of rates shall, on the relevant effective dates in

Appendix "A", be paid in the A, B, C and D scales of rates shown immediately below the employees former rate of pay.

****APPENDIX "A"**

**PH - PHARMACY GROUP
ANNUAL RATES OF PAY
(in dollars)**

X) Restructure - Effective October 1, 2003

A) Effective October 1, 2003

B) Effective October 1, 2004

C) Effective October 1, 2005

D) Effective October 1, 2006

PH-1

From:	\$	54192	56209	58224	60242	62260	64346	66501
To:	X			58224	60242	62260	64346	66501
	A			59680	61748	63817	65955	68164
	B			61023	63137	65253	67439	69698
	C			62488	64652	66819	69058	71371
	D			64050	66268	68489	70784	73155
From:	\$	68729						
To:	X	68729	70957	73185				
	A	70447	72731	75015				
	B	72032	74367	76703				
	C	73761	76152	78544				
	D	75605	78056	80508				

PH-2

From:	\$	64230	66537	69199	71966	75026		
To:	X			69199	71966	75026	78086	81146
	A			70929	73765	76902	80038	83175
	B			72525	75425	78632	81839	85046
	C			74266	77235	80519	83803	87087
	D			76123	79166	82532	85898	89264

PH-3

From:	\$	70962	73614	76559	79622	82807		
To:	X			76559	79622	82807	85992	89177
	A			78473	81613	84877	88142	91406
	B			80239	83449	86787	90125	93463
	C			82165	85452	88870	92288	95706
	D			84219	87588	91092	94595	98099

****APPENDIX "A"****PH - PHARMACY GROUP****PAY NOTES****RESTRUCTURING********

3. All employees for whom a restructuring is effective 1 October 2003 will move to the rate of pay shown immediately below the employee's former rate of pay at the X range shown in Appendix "A" or at the closest rate, but not lower than the employees' former rate of pay.

4. Employees at the PH levels 1 to 3 scale of rates who have been at the maximum rate of pay for their level for twelve (12) months or more on October 1, 2003, will move to the next increment effective October 1, 2003. The next statutory increase will be calculated from this date.

PAY ADJUSTMENT ADMINISTRATION******

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

****APPENDIX "A"****PS - PSYCHOLOGY GROUP****ANNUAL RATES OF PAY****(in dollars)****X) Restructure - Effective October 1, 2003****A) Effective October 1, 2003****B) Effective October 1, 2004****C) Effective October 1, 2005**

D) Effective October 1, 2006**PS-1**

From:	\$	36630	38301	39978	41650	43326	45000	46675
To:	X		38301	39978	41650	43326	45000	46675
	A		39259	40977	42691	44409	46125	47842
	B		40142	41899	43652	45408	47163	48918
	C		41105	42905	44700	46498	48295	50092
	D		42133	43978	45818	47660	49502	51344
From:	\$	48354						
To:	X	48354						
	A	49563						
	B	50678						
	C	51894						
	D	53191						

PS-2

From:	\$	47299	49394	51484	53582	55672	57770	59864
To:	X		49394	51484	53582	55672	57770	59864
	A		50629	52771	54922	57064	59214	61361
	B		51768	53958	56158	58348	60546	62742
	C		53010	55253	57506	59748	61999	64248
	D		54335	56634	58944	61242	63549	65854

PS-3

From:	\$	55598	58002	60403	62802	65209	67621
To:	X		58002	60403	62802	65209	67621
	A		59452	61913	64372	66839	69312
	B		60790	63306	65820	68343	70872
	C		62249	64825	67400	69983	72573
	D		63805	66446	69085	71733	74387

PS-4

From:	\$	62507	65256	68003	70756	73507	76257
To:	X		65256	68003	70756	73507	76257
	A		66887	69703	72525	75345	78163
	B		68392	71271	74157	77040	79922
	C		70033	72982	75937	78889	81840
	D		71784	74807	77835	80861	83886

PS-5

From:	\$	70038	73167	76297	79421	82400	85303
To:	X		73167	76297	79421	82400	85303
	A		74996	78204	81407	84460	87436
	B		76683	79964	83239	86360	89403
	C		78523	81883	85237	88433	91549
	D		80486	83930	87368	90644	93838

****APPENDIX "A"**

PS - PSYCHOLOGY GROUP**PAY NOTES****RESTRUCTURING**

**

3. All employees at the PS levels 1 to 5 scale of rates from whom a restructuring is effective October 1, 2003 will move to the rate of pay shown immediately below the employee's former rate of pay at the X rage shown in Appendix "A" or at the closest rate, but not less than the employee's former rate of pay.

PAY ADJUSTMENT ADMINISTRATION

**

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

****APPENDIX "A"****SW - SOCIAL WORK GROUP****ANNUAL RATES OF PAY****(in dollars)****X) Restructure - Effective October 1, 2003****A) Effective October 1, 2003****B) Effective October 1, 2004****C) Effective October 1, 2005****D) Effective October 1, 2006****SUBGROUP: SOCIAL WELFARE****SW-SCW-1**

From:	\$	31591	33194	34797	36397	38000	39600	41200
To:	X						39600	41200
	A						40590	42230
	B						41503	43180
	C						42499	44216
	D						43561	45321
From:	\$	42802	44405	46009	47612	49216		

To:	X	42802	44405	46009	47612	49216
	A	43872	45515	47159	48802	50446
	B	44859	46539	48220	49900	51581
	C	45936	47656	49377	51098	52819
	D	47084	48847	50611	52375	54139

SW-SCW-1 - CLINICAL SOCIAL WORKERS

From:	\$	43768	45371	46973	48574	50177	51778	53377
To:	X						51778	53377
	A						53072	54711
	B						54266	55942
	C						55568	57285
	D						56957	58717
From:	\$	54979	56582	58185	59789	61393		
To:	X	54979	56582	58185	59789	61393		
	A	56353	57997	59640	61284	62928		
	B	57621	59302	60982	62663	64344		
	C	59004	60725	62446	64167	65888		
	D	60479	62243	64007	65771	67535		

SW-SCW-2

From:	\$	43725	45500	47280	49058	50831	52611
To:	A	44818	46638	48462	50284	52102	53926
	B	45826	47687	49552	51415	53274	55139
	C	46926	48831	50741	52649	54553	56462
	D	48099	50052	52010	53965	55917	57874

SW-SCW-2 - CLINICAL SOCIAL WORKERS

From:	\$	53583	55357	57138	58915	60688	62469
To:	A	54923	56741	58566	60388	62205	64031
	B	56159	58018	59884	61747	63605	65472
	C	57507	59410	61321	63229	65132	67043
	D	58945	60895	62854	64810	66760	68719

SW-SCW-3

From:	\$	48926	50921	52914	54914	56912	58906
To:	A	50149	52194	54237	56287	58335	60379
	B	51277	53368	55457	57553	59648	61738
	C	52508	54649	56788	58934	61080	63220
	D	53821	56015	58208	60407	62607	64801

SW-SCW-3 - CLINICAL SOCIAL WORKERS

From:	\$	55884	57879	59871	61872	63870	65863
To:	A	57281	59326	61368	63419	65467	67510
	B	58570	60661	62749	64846	66940	69029
	C	59976	62117	64255	66402	68547	70686
	D	61475	63670	65861	68062	70261	72453

SW-SCW-4

From:	\$	55891	57914	59931	61953	63981	65999
To:	A	57288	59362	61429	63502	65581	67649
	B	58577	60698	62811	64931	67057	69171

	C	59983	62155	64318	66489	68666	70831
	D	61483	63709	65926	68151	70383	72602
SW-SCW-5							
From:	\$	66292	68751	71216	73678	76139	78602
To:	A	67949	70470	72996	75520	78042	80567
	B	69478	72056	74638	77219	79798	82380
	C	71145	73785	76429	79072	81713	84357
	D	72924	75630	78340	81049	83756	86466
SUBGROUP: CHAPLAIN							
SW-CHA-1							
From:	\$	41615	43237	44853	46475	48098	
To:	A	42655	44318	45974	47637	49300	
	B	43615	45315	47008	48709	50409	
	C	44662	46403	48136	49878	51619	
	D	45779	47563	49339	51125	52909	
SW-CHA-2							
From:	\$	47368	49221	51079	52936	54787	
To:	A	48552	50452	52356	54259	56157	
	B	49644	51587	53534	55480	57421	
	C	50835	52825	54819	56812	58799	
	D	52106	54146	56189	58232	60269	
SW-CHA-3							
From:	\$	55461	57369	59286	61189	63113	
To:	A	56848	58803	60768	62719	64691	
	B	58127	60126	62135	64130	66147	
	C	59522	61569	63626	65669	67735	
	D	61010	63108	65217	67311	69428	

****APPENDIX "A"****SW - SOCIAL WORK GROUP****PAY NOTES****RESTRUCTURING**

**

3. Effective on October 1, 2003 prior to any other pay revision which occurs on that date, an employee at the SW-SCW level 1 who has not reached the maximum step of the pay scale shall be paid at the "X" line at the rate of pay which is immediately higher than the employee's rate of pay as of September 30, 2003. The anniversary date remains unchanged.

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

**APPENDIX "A"

VM - VETERINARY MEDICINE GROUP

ANNUAL RATES OF PAY

(in dollars)

X) Restructure - Effective October 1, 2003**A) Effective October 1, 2003****B) Effective October 1, 2004****C) Effective October 1, 2005****D) Effective October 1, 2006****VM-1**

From:	\$	49383	51570	53753	55945	58120	60313	62726
To:	X			53753	55945	58120	60313	62726
	A			55097	57344	59573	61821	64294
	B			56337	58634	60913	63212	65741
	C			57689	60041	62375	64729	67319
	D			59131	61542	63934	66347	69002

VM-2

From:	\$	57795	60257	62718	65181	67639	70096	72898
To:	X			62718	65181	67639	70096	72898
	A			64286	66811	69330	71848	74720
	B			65732	68314	70890	73465	76401
	C			67310	69954	72591	75228	78235
	D			68993	71703	74406	77109	80191

VM-3

From:	\$	63668	66406	69144	71872	74615	77354	80447
To:	X			69144	71872	74615	77354	80447
	A			70873	73669	76480	79288	82458
	B			72468	75327	78201	81072	84313
	C			74207	77135	80078	83018	86337
	D			76062	79063	82080	85093	88495

VM-4

From:	\$	72301	75003	77707	80225	82695	84860	87617
To:	X			77707	80225	82695	84860	87617

	A			79650	82231	84762	86982	89807
	B			81442	84081	86669	88939	91828
	C			83397	86099	88749	91074	94032
	D			85482	88251	90968	93351	96383
VM-5								
From:	\$	79911	82723	85179	87628	90082	92538	95315
To:	X			85179	87628	90082	92538	95315
	A			87308	89819	92334	94851	97698
	B			89272	91840	94412	96985	99896
	C			91415	94044	96678	99313	102294
	D			93700	96395	99095	101796	104851

****APPENDIX "A"**

VM - VETERINARY MEDICINE GROUP

PAY NOTES

RESTRUCTURING

**

3. All employees at the VM levels 1 to 5 for whom a restructuring is effective October 1, 2003 will move to the rate of pay shown immediately below the employee's former rate of pay at the X range shown in Appendix "A" or at the closest rate, but not less than the employee's former rate of pay.

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

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

NU - NURSING GROUP

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

X) Restructure - Effective October 1, 2003**A) Effective October 1, 2003****B) Effective October 1, 2004****C) Effective October 1, 2005****D) Effective October 1, 2006****REGION: ATLANTIC****PENDING REGISTRATION**

From:	\$	45786
To:	X	46418
	A	47578
	B	48649
	C	49817
	D	51062

NU-HOS-1 / NU-CHN-1

From:	\$	48808	49443	50075			
To:	X		49443	50075	50707		
	A		50679	51327	51975		
	B		51819	52482	53144		
	C		53063	53742	54419		
	D		54390	55086	55779		

NU-HOS-2 / NU-CHN-2

From:	\$	50065	51328	52592	53846	55107	56374	57640
To:	X		51328	52592	53846	55107	56374	57640
	A		52611	53907	55192	56485	57783	59081
	B		53795	55120	56434	57756	59083	60410
	C		55086	56443	57788	59142	60501	61860
	D		56463	57854	59233	60621	62014	63407

From:	\$	
To:	X	58906
	A	60379
	B	61738
	C	63220
	D	64801

NU-HOS-3 / NU-CHN-3

From:	\$	53465	54914	56350	57795	59231	60672	
To:	X		54914	56350	57795	59231	60672	62113
	A		56287	57759	59240	60712	62189	63666
	B		57553	59059	60573	62078	63588	65098
	C		58934	60476	62027	63568	65114	66660
	D		60407	61988	63578	65157	66742	68327

NU-HOS-4 / NU-CHN-4

From:	\$	53918	55453	56992	58530	60066	61606	63138
To:	X		55453	56992	58530	60066	61606	63138
	A		56839	58417	59993	61568	63146	64716

	B	58118	59731	61343	62953	64567	66172
	C	59513	61165	62815	64464	66117	67760
	D	61001	62694	64385	66076	67770	69454
From:	\$	64675					
To:	X	64675	66212				
	A	66292	67867				
	B	67784	69394				
	C	69411	71059				
	D	71146	72835				

NU-HOS-5 / NU-CHN-5

From:	\$	56761	58491	60219	61945	63677	65396	67123
To:	X		58491	60219	61945	63677	65396	67123
	A	59953	61724	63494	65269	67031	68801	
	B	61302	63113	64923	66738	68539	70349	
	C	62773	64628	66481	68340	70184	72037	
	D	64342	66244	68143	70049	71939	73838	
From:	\$	68853						
To:	X	68853	70583					
	A	70574	72348					
	B	72162	73976					
	C	73894	75751					
	D	75741	77645					

NU-HOS-6 / NU-CHN-6

From:	\$	59930	61972	64012	66052	68098	70141	72182
To:	X		61972	64012	66052	68098	70141	72182
	A	63521	65612	67703	69800	71895	73987	
	B	64950	67088	69226	71371	73513	75652	
	C	66509	68698	70887	73084	75277	77468	
	D	68172	70415	72659	74911	77159	79405	
From:	\$	74224						
To:	X	74224	76266					
	A	76080	78173					
	B	77792	79932					
	C	79659	81850					
	D	81650	83896					

NU-CHN-7

From:		65560	67841	70132	72415	74576	76984	79266
To:	X		67841	70132	72415	74576	76984	79266
	A	69537	71885	74225	76440	78909	81248	
	B	71102	73502	75895	78160	80684	83076	
	C	72808	75266	77716	80036	82620	85070	
	D	74628	77148	79659	82037	84686	87197	
From:	\$	81553						
To:	X	81553	83840					
	A	83592	85936					

B	85473	87870
C	87524	89979
D	89712	92228

NU-CHN-8

From:		74631	77112	79588	82069	84302	87023	89500
To:	A	76497	79040	81578	84121	86410	89199	91738
	B	78218	80818	83414	86014	88354	91206	93802
	C	80095	82758	85416	88078	90474	93395	96053
	D	82097	84827	87551	90280	92736	95730	98454
From:	\$	91654	93806					
To:	A	93945	96151					
	B	96059	98314					
	C	98364	100674					
	D	100823	103191					

NU - NURSING GROUP**COMBINED ANNUAL RATES OF PAY FOR HOSPITAL AND
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From:	\$	49400
To:	A	50635
	B	51774
	C	53017
	D	54342

NU-HOS-1 / NU-CHN-1

From:	\$	52806	53495
To:	A	54126	54832
	B	55344	56066
	C	56672	57412
	D	58089	58847

NU-HOS-2 / NU-CHN-2

From:	\$	54175	55542	56913	58285	59651	61024	62389
To:	A	55529	56931	58336	59742	61142	62550	63949
	B	56778	58212	59649	61086	62518	63957	65388
	C	58141	59609	61081	62552	64018	65492	66957
	D	59595	61099	62608	64116	65618	67129	68631

From: \$ 63764
 To: A 65358
 B 66829
 C 68433
 D 70144

NU-HOS-3 / NU-CHN-3

From: \$ 54727 56056 57392 58720 60054 61381 62718
 To: A 56095 57457 58827 60188 61555 62916 64286
 B 57357 58750 60151 61542 62940 64332 65732
 C 58734 60160 61595 63019 64451 65876 67310
 D 60202 61664 63135 64594 66062 67523 68993

From: \$ 64054 65384
 To: A 65655 67019
 B 67132 68527
 C 68743 70172
 D 70462 71926

NU-HOS-4 / NU-CHN-4

From: \$ 56695 58100 59503 60903 62309 63713 65115
 To: A 58112 59553 60991 62426 63867 65306 66743
 B 59420 60893 62363 63831 65304 66775 68245
 C 60846 62354 63860 65363 66871 68378 69883
 D 62367 63913 65457 66997 68543 70087 71630

From: \$ 66515 67921 69325
 To: A 68178 69619 71058
 B 69712 71185 72657
 C 71385 72893 74401
 D 73170 74715 76261

NU-HOS-5 / NU-CHN-5

From: \$ 59647 61193 62734 64283 65826 67371 68915
 To: A 61138 62723 64302 65890 67472 69055 70638
 B 62514 64134 65749 67373 68990 70609 72227
 C 64014 65673 67327 68990 70646 72304 73960
 D 65614 67315 69010 70715 72412 74112 75809

From: \$ 70446 71988 73534
 To: A 72207 73788 75372
 B 73832 75448 77068
 C 75604 77259 78918
 D 77494 79190 80891

NU-HOS-6 / NU-CHN-6

From: \$ 62929 64704 66484 68260 70034 71816 73589
 To: A 64502 66322 68146 69967 71785 73611 75429
 B 65953 67814 69679 71541 73400 75267 77126
 C 67536 69442 71351 73258 75162 77073 78977
 D 69224 71178 73135 75089 77041 79000 80951

From: \$ 75366 77145 78921

To:	A	77250	79074	80894
	B	78988	80853	82714
	C	80884	82793	84699
	D	82906	84863	86816

NU-CHN-7

From:	\$	69581	71618	73648	75688	77726	79763	81798
To:	A	71321	73408	75489	77580	79669	81757	83843
	B	72926	75060	77188	79326	81462	83597	85729
	C	74676	76861	79041	81230	83417	85603	87786
	D	76543	78783	81017	83261	85502	87743	89981
From:	\$	83842	85873	87914				
To:	A	85938	88020	90112				
	B	87872	90000	92140				
	C	89981	92160	94351				
	D	92231	94464	96710				

NU-CHN-8

From:	\$	74631	77112	79588	82069	84302	87023	89500
To:	A	76497	79040	81578	84121	86410	89199	91738
	B	78218	80818	83414	86014	88354	91206	93802
	C	80095	82758	85416	88078	90474	93395	96053
	D	82097	84827	87551	90280	92736	95730	98454
From:	\$	91654	93806					
To:	A	93945	96151					
	B	96059	98314					
	C	98364	100674					
	D	100823	103191					

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From:	\$	50851
To:	A	52122
	B	53295
	C	54574
	D	55938

NU-HOS-1 / NU-CHN-1

From:	\$	54436	54990	55546
To:	A	55797	56365	56935
	B	57052	57633	58216
	C	58421	59016	59613
	D	59882	60491	61103

NU-HOS-2 / NU-CHN-2

From:	\$	55550	56657	57769	58884	59996	61104	62220
To:	A	56939	58073	59213	60356	61496	62632	63776
	B	58220	59380	60545	61714	62880	64041	65211
	C	59617	60805	61998	63195	64389	65578	66776
	D	61107	62325	63548	64775	65999	67217	68445
From:	\$	63336						
To:	A	64919						
	B	66380						
	C	67973						
	D	69672						

NU-HOS-3 / NU-CHN-3

From:	\$	56675	57774	58880	59975	61079	62183	63285
To:	A	58092	59218	60352	61474	62606	63738	64867
	B	59399	60550	61710	62857	64015	65172	66327
	C	60825	62003	63191	64366	65551	66736	67919
	D	62346	63553	64771	65975	67190	68404	69617
From:	\$	64384	65484					
To:	A	65994	67121					
	B	67479	68631					
	C	69098	70278					
	D	70825	72035					

NU-HOS-4 / NU-CHN-4

From:	\$	58523	59708	60885	62055	63236	64419	65601
To:	A	59986	61201	62407	63606	64817	66029	67241
	B	61336	62578	63811	65037	66275	67515	68754
	C	62808	64080	65342	66598	67866	69135	70404
	D	64378	65682	66976	68263	69563	70863	72164
From:	\$	66782	67959	69134				
To:	A	68452	69658	70862				
	B	69992	71225	72456				
	C	71672	72934	74195				
	D	73464	74757	76050				

NU-HOS-5 / NU-CHN-5

From:	\$	61297	62634	63965	65298	66630	67971	69300
To:	A	62829	64200	65564	66930	68296	69670	71033
	B	64243	65645	67039	68436	69833	71238	72631
	C	65785	67220	68648	70078	71509	72948	74374
	D	67430	68901	70364	71830	73297	74772	76233

From:	\$	70636	71967	73301
To:	A	72402	73766	75134
	B	74031	75426	76825
	C	75808	77236	78669
	D	77703	79167	80636

NU-HOS-6 / NU-CHN-6

From:	\$	64384	65974	67575	69164	70753	72351	73930
To:	A	65994	67623	69264	70893	72522	74160	75778
	B	67479	69145	70822	72488	74154	75829	77483
	C	69098	70804	72522	74228	75934	77649	79343
	D	70825	72574	74335	76084	77832	79590	81327

From:	\$	75519	77107	78695
To:	A	77407	79035	80662
	B	79149	80813	82477
	C	81049	82753	84456
	D	83075	84822	86567

NU-CHN-7

From:	\$	70998	72817	74631	76454	78268	80088	81904
To:	A	72773	74637	76497	78365	80225	82090	83952
	B	74410	76316	78218	80128	82030	83937	85841
	C	76196	78148	80095	82051	83999	85951	87901
	D	78101	80102	82097	84102	86099	88100	90099

From:	\$	83723	85534
To:	A	85816	87672
	B	87747	89645
	C	89853	91796
	D	92099	94091

NU-CHN-8

From:	\$	74631	77112	79588	82069	84302	87023	89500
To:	A	76497	79040	81578	84121	86410	89199	91738
	B	78218	80818	83414	86014	88354	91206	93802
	C	80095	82758	85416	88078	90474	93395	96053
	D	82097	84827	87551	90280	92736	95730	98454

From:	\$	91654	93806
To:	A	93945	96151
	B	96059	98314
	C	98364	100674
	D	100823	103191

NU - NURSING GROUP**COMBINED ANNUAL RATES OF PAY FOR HOSPITAL AND
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A) Effective October 1, 2003**B) Effective October 1, 2004****C) Effective October 1, 2005****D) Effective October 1, 2006****REGION: MANITOBA****PENDING REGISTRATION**

From:	\$	51426
To:	A	52712
	B	53898
	C	55192
	D	56572

NU-HOS-1 / NU-CHN-1

From:	\$	55059	55649
To:	A	56435	57040
	B	57705	58323
	C	59090	59723
	D	60567	61216

NU-HOS-2 / NU-CHN-2

From:	\$	56240	57413	58594	59771	60943	62123
To:	A	57646	58848	60059	61265	62467	63676
	B	58943	60172	61410	62643	63873	65109
	C	60358	61616	62884	64146	65406	66672
	D	61867	63156	64456	65750	67041	68339

NU-HOS-3 / NU-CHN-3

From:	\$	56547	57689	58830	59965	61102	62246	63389
To:	A	57961	59131	60301	61464	62630	63802	64974
	B	59265	60461	61658	62847	64039	65238	66436
	C	60687	61912	63138	64355	65576	66804	68030
	D	62204	63460	64716	65964	67215	68474	69731

NU-HOS-4 / NU-CHN-4

From:	\$	58496	59737	60973	62212	63452	64689	65923
To:	A	59958	61230	62497	63767	65038	66306	67571
	B	61307	62608	63903	65202	66501	67798	69091
	C	62778	64111	65437	66767	68097	69425	70749
	D	64347	65714	67073	68436	69799	71161	72518

From:	\$	67160
To:	A	68839
	B	70388
	C	72077
	D	73879

NU-HOS-5 / NU-CHN-5

From:	\$	61430	62859	64295	65725	67158	68598	70026
To:	A	62966	64430	65902	67368	68837	70313	71777
	B	64383	65880	67385	68884	70386	71895	73392
	C	65928	67461	69002	70537	72075	73620	75153

	D	67576	69148	70727	72300	73877	75461	77032
From:	\$	71459						
To:	A	73245						
	B	74893						
	C	76690						
	D	78607						

NU-HOS-6 / NU-CHN-6

From:	\$	64689	66444	68201	69963	71715	73471	75233
To:	A	66306	68105	69906	71712	73508	75308	77114
	B	67798	69637	71479	73326	75162	77002	78849
	C	69425	71308	73194	75086	76966	78850	80741
	D	71161	73091	75024	76963	78890	80821	82760
From:	\$	76987						
To:	A	78912						
	B	80688						
	C	82625						
	D	84691						

NU-CHN-7

From:	\$	71731	73791	75814	77837	79857	81885	83907
To:	A	73524	75636	77709	79783	81853	83932	86005
	B	75178	77338	79457	81578	83695	85820	87940
	C	76982	79194	81364	83536	85704	87880	90051
	D	78907	81174	83398	85624	87847	90077	92302
From:	\$	85918						
To:	A	88066						
	B	90047						
	C	92208						
	D	94513						

NU-CHN-8

From:	\$	74631	77112	79588	82069	84302	87023	89500
To:	A	76497	79040	81578	84121	86410	89199	91738
	B	78218	80818	83414	86014	88354	91206	93802
	C	80095	82758	85416	88078	90474	93395	96053
	D	82097	84827	87551	90280	92736	95730	98454
From:	\$	91654	93806					
To:	A	93945	96151					
	B	96059	98314					
	C	98364	100674					
	D	100823	103191					

NU - NURSING GROUP**COMBINED ANNUAL RATES OF PAY FOR HOSPITAL AND
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A) Effective October 1, 2003**B) Effective October 1, 2004****C) Effective October 1, 2005****D) Effective October 1, 2006****REGION: SASKATCHEWAN****PENDING REGISTRATION**

From:	\$	50683
To:	A	51950
	B	53119
	C	54394
	D	55754

NU-HOS-1 / NU-CHN-1

From:	\$	54235	54859
To:	A	55591	56230
	B	56842	57495
	C	58206	58875
	D	59661	60347

NU-HOS-2 / NU-CHN-2

From:	\$	55477	56721	57967	59215	60455
To:	A	56864	58139	59416	60695	61966
	B	58143	59447	60753	62061	63360
	C	59538	60874	62211	63550	64881
	D	61026	62396	63766	65139	66503

NU-HOS-3 / NU-CHN-3

From:	\$	56134	57343	58554	59766	60970	62174
To:	A	57537	58777	60018	61260	62494	63728
	B	58832	60099	61368	62638	63900	65162
	C	60244	61541	62841	64141	65434	66726
	D	61750	63080	64412	65745	67070	68394

NU-HOS-4 / NU-CHN-4

From:	\$	58267	59612	60959	62296	63644	64985	66335
To:	A	59724	61102	62483	63853	65235	66610	67993
	B	61068	62477	63889	65290	66703	68109	69523
	C	62534	63976	65422	66857	68304	69744	71192
	D	64097	65575	67058	68528	70012	71488	72972

NU-HOS-5 / NU-CHN-5

From:	\$	61471	63082	64693	66302	67919	69523	71134
To:	A	63008	64659	66310	67960	69617	71261	72912
	B	64426	66114	67802	69489	71183	72864	74553
	C	65972	67701	69429	71157	72891	74613	76342
	D	67621	69394	71165	72936	74713	76478	78251

NU-HOS-6 / NU-CHN-6

From:	\$	65029	67087	69142	71201	73255	75310	77366
To:	A	66655	68764	70871	72981	75086	77193	79300
	B	68155	70311	72466	74623	76775	78930	81084

	C	69791	71998	74205	76414	78618	80824	83030
	D	71536	73798	76060	78324	80583	82845	85106
NU-CHN-7								
From:	\$	72830	75231	77624	80019	82416	84815	87205
To:	A	74651	77112	79565	82019	84476	86935	89385
	B	76331	78847	81355	83864	86377	88891	91396
	C	78163	80739	83308	85877	88450	91024	93590
	D	80117	82757	85391	88024	90661	93300	95930
NU-CHN-8								
From:	\$	74631	77112	79588	82069	84302	87023	89500
To:	A	76497	79040	81578	84121	86410	89199	91738
	B	78218	80818	83414	86014	88354	91206	93802
	C	80095	82758	85416	88078	90474	93395	96053
	D	82097	84827	87551	90280	92736	95730	98454
From:	\$	91654	93806					
To:	A	93945	96151					
	B	96059	98314					
	C	98364	100674					
	D	100823	103191					

NU - NURSING GROUP**COMBINED ANNUAL RATES OF PAY FOR HOSPITAL AND
COMMUNITY HEALTH NURSING (HOS & CHN)****(in dollars)****A) Effective October 1, 2003****B) Effective October 1, 2004****C) Effective October 1, 2005****D) Effective October 1, 2006****REGION: ALBERTA****PENDING REGISTRATION**

From:	\$	51426
To:	A	52712
	B	53898
	C	55192
	D	56572

NU-HOS-1 / NU-CHN-1

From:	\$	55059	55649
To:	A	56435	57040
	B	57705	58323
	C	59090	59723
	D	60567	61216

NU-HOS-2 / NU-CHN-2

From:	\$	56240	57413	58594	59771	60943	62123
To:	A	57646	58848	60059	61265	62467	63676
	B	58943	60172	61410	62643	63873	65109
	C	60358	61616	62884	64146	65406	66672
	D	61867	63156	64456	65750	67041	68339

NU-HOS-3 / NU-CHN-3

From:	\$	56547	57689	58830	59965	61102	62246	63389
To:	A	57961	59131	60301	61464	62630	63802	64974
	B	59265	60461	61658	62847	64039	65238	66436
	C	60687	61912	63138	64355	65576	66804	68030
	D	62204	63460	64716	65964	67215	68474	69731

NU-HOS-4 / NU-CHN-4

From:	\$	58496	59737	60973	62212	63452	64689	65923
To:	A	59958	61230	62497	63767	65038	66306	67571
	B	61307	62608	63903	65202	66501	67798	69091
	C	62778	64111	65437	66767	68097	69425	70749
	D	64347	65714	67073	68436	69799	71161	72518

From:	\$	67160
To:	A	68839
	B	70388
	C	72077
	D	73879

NU-HOS-5 / NU-CHN-5

From:	\$	61430	62859	64295	65725	67158	68598	70026
To:	A	62966	64430	65902	67368	68837	70313	71777
	B	64383	65880	67385	68884	70386	71895	73392
	C	65928	67461	69002	70537	72075	73620	75153
	D	67576	69148	70727	72300	73877	75461	77032

From:	\$	71459
To:	A	73245
	B	74893
	C	76690
	D	78607

NU-HOS-6 / NU-CHN-6

From:	\$	64689	66444	68201	69963	71715	73471	75233
To:	A	66306	68105	69906	71712	73508	75308	77114
	B	67798	69637	71479	73326	75162	77002	78849
	C	69425	71308	73194	75086	76966	78850	80741
	D	71161	73091	75024	76963	78890	80821	82760

From:	\$	76987
To:	A	78912
	B	80688
	C	82625
	D	84691

NU-CHN-7

From:	\$	71767	73791	75814	77850	79857	81885	83907
-------	----	-------	-------	-------	-------	-------	-------	-------

To:	A	73561	75636	77709	79796	81853	83932	86005
	B	75216	77338	79457	81591	83695	85820	87940
	C	77021	79194	81364	83549	85704	87880	90051
	D	78947	81174	83398	85638	87847	90077	92302
From:	\$	85918						
To:	A	88066						
	B	90047						
	C	92208						
	D	94513						
NU-CHN-8								
From:	\$	74631	77112	79588	82069	84302	87023	89500
To:	A	76497	79040	81578	84121	86410	89199	91738
	B	78218	80818	83414	86014	88354	91206	93802
	C	80095	82758	85416	88078	90474	93395	96053
	D	82097	84827	87551	90280	92736	95730	98454
From:	\$	91654	93806					
To:	A	93945	96151					
	B	96059	98314					
	C	98364	100674					
	D	100823	103191					

NU - NURSING GROUP**COMBINED ANNUAL RATES OF PAY FOR HOSPITAL AND
COMMUNITY HEALTH NURSING (HOS & CHN)****(in dollars)****A) Effective October 1, 2003****B) Effective October 1, 2004****C) Effective October 1, 2005****D) Effective October 1, 2006****REGION: BRITISH COLUMBIA****PENDING REGISTRATION**

From:	\$	52829	
To:	A	54150	
	B	55368	
	C	56697	
	D	58114	

NU-HOS-1 / NU-CHN-1

From:	\$	56616	57298
To:	A	58031	58730
	B	59337	60051
	C	60761	61492
	D	62280	63029

NU-HOS-2 / NU-CHN-2

From:	\$	57984	59346	60717	62083	63449	64819
To:	A	59434	60830	62235	63635	65035	66439
	B	60771	62199	63635	65067	66498	67934
	C	62230	63692	65162	66629	68094	69564
	D	63786	65284	66791	68295	69796	71303

NU-HOS-3 / NU-CHN-3

From:	\$	58388	59720	61049	62379	63707	65037	66370
To:	A	59848	61213	62575	63938	65300	66663	68029
	B	61195	62590	63983	65377	66769	68163	69560
	C	62664	64092	65519	66946	68371	69799	71229
	D	64231	65694	67157	68620	70080	71544	73010

NU-HOS-4 / NU-CHN-4

From:	\$	60303	61732	63151	64585	66009	67434	68855
To:	A	61811	63275	64730	66200	67659	69120	70576
	B	63202	64699	66186	67690	69181	70675	72164
	C	64719	66252	67774	69315	70841	72371	73896
	D	66337	67908	69468	71048	72612	74180	75743

From:	\$	70282
To:	A	72039
	B	73660
	C	75428
	D	77314

NU-HOS-5 / NU-CHN-5

From:	\$	63176	64794	66407	68026	69637	71261	72879
To:	A	64755	66414	68067	69727	71378	73043	74701
	B	66212	67908	69599	71296	72984	74686	76382
	C	67801	69538	71269	73007	74736	76478	78215
	D	69496	71276	73051	74832	76604	78390	80170

From:	\$	74494
To:	A	76356
	B	78074
	C	79948
	D	81947

NU-HOS-6 / NU-CHN-6

From:	\$	66370	68301	70239	72171	74110	76046	77983
To:	A	68029	70009	71995	73975	75963	77947	79933
	B	69560	71584	73615	75639	77672	79701	81731
	C	71229	73302	75382	77454	79536	81614	83693
	D	73010	75135	77267	79390	81524	83654	85785

From:	\$	79919
To:	A	81917
	B	83760
	C	85770
	D	87914

NU-CHN-7

From:	\$	73249	75458	77670	79879	82089	84298	86506
To:	A	75080	77344	79612	81876	84141	86405	88669
	B	76769	79084	81403	83718	86034	88349	90664
	C	78611	80982	83357	85727	88099	90469	92840
	D	80576	83007	85441	87870	90301	92731	95161

From:	\$	88714
To:	A	90932
	B	92978
	C	95209
	D	97589

NU-CHN-8

From:	\$	74631	77112	79588	82069	84302	87023	89500
To:	A	76497	79040	81578	84121	86410	89199	91738
	B	78218	80818	83414	86014	88354	91206	93802
	C	80095	82758	85416	88078	90474	93395	96053
	D	82097	84827	87551	90280	92736	95730	98454

From:	\$	91654	93806
To:	A	93945	96151
	B	96059	98314
	C	98364	100674
	D	100823	103191

NU - NURSING GROUP**COMBINED ANNUAL RATES OF PAY FOR HOSPITAL AND
COMMUNITY HEALTH NURSING (HOS & CHN)****(in dollars)****A) Effective October 1, 2003****B) Effective October 1, 2004****C) Effective October 1, 2005****D) Effective October 1, 2006****REGION: YUKON TERRITORY, NORTHWEST TERRITORIES****PENDING REGISTRATION**

From:	\$	50851
To:	A	52122
	B	53295
	C	54574
	D	55938

NU-HOS-1 / NU-CHN-1

From:	\$	54436	54990	55546
To:	A	55797	56365	56935
	B	57052	57633	58216
	C	58421	59016	59613

	D	59882	60491	61103				
NU-HOS-2 / NU-CHN-2								
From:	\$	55550	56657	57769	58884	59996	61104	62220
To:	A	56939	58073	59213	60356	61496	62632	63776
	B	58220	59380	60545	61714	62880	64041	65211
	C	59617	60805	61998	63195	64389	65578	66776
	D	61107	62325	63548	64775	65999	67217	68445
From:	\$	63336						
To:	A	64919						
	B	66380						
	C	67973						
	D	69672						
NU-HOS-3 / NU-CHN-3								
From:	\$	56675	57774	58880	59975	61079	62183	63285
To:	A	58092	59218	60352	61474	62606	63738	64867
	B	59399	60550	61710	62857	64015	65172	66327
	C	60825	62003	63191	64366	65551	66736	67919
	D	62346	63553	64771	65975	67190	68404	69617
From:	\$	64384	65484					
To:	A	65994	67121					
	B	67479	68631					
	C	69098	70278					
	D	70825	72035					
NU-HOS-4 / NU-CHN-4								
From:	\$	58523	59708	60885	62055	63236	64419	65601
To:	A	59986	61201	62407	63606	64817	66029	67241
	B	61336	62578	63811	65037	66275	67515	68754
	C	62808	64080	65342	66598	67866	69135	70404
	D	64378	65682	66976	68263	69563	70863	72164
From:	\$	66782	67959	69134				
To:	A	68452	69658	70862				
	B	69992	71225	72456				
	C	71672	72934	74195				
	D	73464	74757	76050				
NU-HOS-5 / NU-CHN-5								
From:	\$	61297	62634	63965	65298	66630	67971	69300
To:	A	62829	64200	65564	66930	68296	69670	71033
	B	64243	65645	67039	68436	69833	71238	72631
	C	65785	67220	68648	70078	71509	72948	74374
	D	67430	68901	70364	71830	73297	74772	76233
From:	\$	70636	71967	73301				
To:	A	72402	73766	75134				
	B	74031	75426	76825				
	C	75808	77236	78669				
	D	77703	79167	80636				

NU-HOS-6 / NU-CHN-6

From:	\$	64384	65974	67575	69164	70753	72351	73930
To:	A	65994	67623	69264	70893	72522	74160	75778
	B	67479	69145	70822	72488	74154	75829	77483
	C	69098	70804	72522	74228	75934	77649	79343
	D	70825	72574	74335	76084	77832	79590	81327
From:	\$	75519	77107	78695				
To:	A	77407	79035	80662				
	B	79149	80813	82477				
	C	81049	82753	84456				
	D	83075	84822	86567				

NU-CHN-7

From:	\$	70998	72817	74631	76454	78269	80088	81904
To:	A	72773	74637	76497	78365	80226	82090	83952
	B	74410	76316	78218	80128	82031	83937	85841
	C	76196	78148	80095	82051	84000	85951	87901
	D	78101	80102	82097	84102	86100	88100	90099
From:	\$	83723	85534					
To:	A	85816	87672					
	B	87747	89645					
	C	89853	91796					
	D	92099	94091					

NU-CHN-8

From:	\$	74631	77112	79588	82069	84302	87023	89500
To:	A	76497	79040	81578	84121	86410	89199	91738
	B	78218	80818	83414	86014	88354	91206	93802
	C	80095	82758	85416	88078	90474	93395	96053
	D	82097	84827	87551	90280	92736	95730	98454
From:	\$	91654	93806					
To:	A	93945	96151					
	B	96059	98314					
	C	98364	100674					
	D	100823	103191					

****APPENDIX "A-2"****NU - NURSING GROUP****SUBGROUP: NURSING CONSULTANTS (CON)****ANNUAL RATES OF PAY****(in dollars)**

A) Effective October 1, 2003

B) Effective October 1, 2004

C) Effective October 1, 2005

D) Effective October 1, 2006

NU-CON-1

From:	\$	69588	71761	73921	76087	78251	80416	82581
To:	A	71328	73555	75769	77989	80207	82426	84646
	B	72933	75210	77474	79744	82012	84281	86551
	C	74683	77015	79333	81658	83980	86304	88628
	D	76550	78940	81316	83699	86080	88462	90844
From:	\$	84744	86907	89076				
To:	A	86863	89080	91303				
	B	88817	91084	93357				
	C	90949	93270	95598				
	D	93223	95602	97988				

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

NU - NURSING GROUP

NATIONAL RATES OF PAY

**FOR HEALTH CANADA NU-CHN IN REMOTE AND ISOLATED
COMMUNITIES (CWIS TYPE 1 AND 2)**

(in dollars)

A) Effective October 1, 2003

B) Effective October 1, 2004

C) Effective October 1, 2005

D) Effective October 1, 2006

PENDING REGISTRATION

From:	\$	52829
To:	A	54150
	B	55368
	C	56697
	D	58114

NU-CHN-1

From:	\$	56616	57298
To:	A	58031	58730
	B	59337	60051
	C	60761	61492
	D	62280	63029

NU-CHN-2

From:	\$	56653	57984	59346	60717	62083	63449	64819
To:	A	58069	59434	60830	62235	63635	65035	66439
	B	59376	60771	62199	63635	65067	66498	67934
	C	60801	62230	63692	65162	66629	68094	69564
	D	62321	63786	65284	66791	68295	69796	71303

NU-CHN-3

From:	\$	57086	58388	59720	61049	62379	63707	65037
To:	A	58513	59848	61213	62575	63938	65300	66663
	B	59830	61195	62590	63983	65377	66769	68163
	C	61266	62664	64092	65519	66946	68371	69799
	D	62798	64231	65694	67157	68620	70080	71544

From:	\$	66370
To:	A	68029
	B	69560
	C	71229
	D	73010

NU-CHN-4

From:	\$	58907	60303	61732	63151	64585	66009	67434
To:	A	60380	61811	63275	64730	66200	67659	69120
	B	61739	63202	64699	66186	67690	69181	70675
	C	63221	64719	66252	67774	69315	70841	72371
	D	64802	66337	67908	69468	71048	72612	74180

From:	\$	68855	70282
To:	A	70576	72039
	B	72164	73660
	C	73896	75428
	D	75743	77314

****APPENDICES "A-1", "A-2" and "A-3"****NU - NURSING GROUP****RESTRUCTURING**

**

4. All employees in the Atlantic Region at the pending registration, the NU-HOS levels 1 to 6, and the NU-CHN levels 1 to 7, for whom a restructuring is effective October 1, 2003 will move to the rate of pay shown immediately below the employee's former rate of pay at the X range shown in Appendix "A" or at the closest rate, but not lower than the employee's former rate of pay.

**

5. Employees in the Atlantic Region at the NU-HOS levels 1 to 6 and NU-CHN levels 1 to 7, who have been at the maximum rate of pay for their level for more than twelve (12) months on October 1, 2003

will move to the next increment in the new rate of pay effective October 1, 2003.

PAY ADJUSTMENT ADMINISTRATION

**

6. All employees being paid at the pending registration, the NU HOS levels 1 to 6, and the NU CHN 1 to 8 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the A, B, C and D scales of rates shown immediately below the employees former rate of pay.

HEALTH CANADA NU-CHN IN REMOTE AND ISOLATED COMMUNITIES

**

7.

(a) "Remote community (type1)" means a community with no scheduled flights, minimal telephones or radio services and no road access.

(b) "Isolated community (type 2)" means a community with scheduled flights, good telephone services and no year round road access.

(c) The list of remote and isolated communities can be found in Health Canada's Community Workload Increase System (CWIS).

****APPENDIX "B"**

EDUCATION ALLOWANCES - NURSING GROUP

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

Column I

Education Allowances

Where the following post-graduate nursing training or nursing education is utilized in the performance of the duties of the position:

(a)	Recognized speciality training course including the Primary Care Skills Program, 3-6 months	\$ 605
(b)	Recognized speciality training course, 7-12 months	\$ 935

Column II

(c)	(i) One academic year university leading to a certificate* in Administration, Administration and Education (« organisation des soins et éducation »), Clinical Fields (« milieu clinique »), Community Health (« santé communautaire »), Gerontology (« gérontologie »), Health Services Administration I and Health Services Administration II (« gestion des services de santé 1 et 2 »), Mental Health (« santé mentale »), Nursing, Psychiatry, Public Health, Teaching and Supervision, Substance Abuse Prevention and Intervention or in any other related field of study approved by the Employer.	\$ 1,650
	(ii) Two certificates* each representing one academic year university as described in (i) above.	\$ 2,200
	(iii) Three certificates* each representing one academic year university as described in (i) above.	\$ 2,750
(d)	Baccalaureate degree in nursing	\$ 3,300
(e)	Master's degree in nursing or any other health related field of study approved by the Employer.	\$ 3,850

One (1) allowance only will be paid for the highest relevant qualification under paragraph B.

**

In the present collective agreement "certificate" refers to a certificate in a first cycle program that results in 30 credits (or 10 courses) in a field of study in the province of Quebec or the equivalent in the other provinces.

APPENDIX "C"

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

2. The parties agree that MD employees who perform the duties of positions identified above shall be

eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

**

(a) Commencing on the first (1st) day of the month following the month during which this agreement is signed and ending 30 September 2007, MD employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly.

(b)

**

	Annual Amount	Daily Amount
MD-MOF-1	\$19,150	\$73.40
MD-MOF-2	\$20,200	\$77.43
MD-MOF-3	\$21,750	\$83.37
MD-MOF-4	\$30,750	\$117.87
MD-MSP-1	\$21,750	\$83.37
MD-MSP-2	\$30,750	\$117.87

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**

2. The parties agree that Forensic Psychiatrists who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

**

(a) Commencing the first (1st) day of the month following the month during which this agreement is signed and ending 30 September 2007, Forensic Psychiatrists who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;

APPENDIX "E"

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

**

5. There is a documented process established to allow for full senior management review and decision regarding whether the level of nursing services warrants extension of these allowances to nurses working in a specific facility. This process is as follows:

The request for extension of these allowances to the nurses working in the community in question must be formally brought to the attention of management. The NU-CHN(s) in the facility will formally raise the issue in writing to the Zone Nursing Officer (ZNO) (or regional counterpart). The ZNO and the Zone Director will bring the issue forward to the Regional Nursing Officer and the Regional Director, who will review the nursing service requirements of the community.

The Office of Nursing Services will be copied on all correspondence.

The outcome of the regional review and resulting recommendations will be brought forward by the Regional Director to the Branch Executive Committee meeting for a final decision at the first available

opportunity.

In the event the extension of these allowances is approved, the Terminable Allowance shall be payable retroactively to the date the original request for revision was received by the Z.N.O. (or regional counterpart).

APPENDIX "F"

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

2. The parties agree that NU-CHN employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

**

(a) Commencing the first (1st) day of the month following the month during which this agreement is signed and ending 30 September 2007, NU employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;

**

(e) Only indeterminate employees and employees hired for term of 12 month or more are eligible for this allowance.

**

6. There is a documented process established to allow for full senior management review and decision regarding whether the level of nursing services warrants extension of these allowances to nurses working in a specific facility. This process is as follows:

The request for extension of these allowances to the nurses working in the community in question must be formally brought to the attention of management. The NU-CHN(s) in the facility will formally raise the issue in writing to the Zone Nursing Officer (ZNO) (or regional counterpart). The ZNO and the Zone Director will bring the issue forward to the Regional Nursing Officer and the Regional Director, who will review the nursing service requirements of the community.

The Office of Nursing Services will be copied on all correspondence.

The outcome of the regional review and resulting recommendations will be brought forward by the Regional Director to the Branch Executive Committee meeting for a final decision at the first available opportunity.

In the event the extension of these allowances is approved, the Terminable Allowance shall be payable retroactively to the date the original request for revision was received by the Z.N.O. (or regional counterpart).

**

7. The terminable allowance will cease where an employee is assigned or temporarily appointed to duties with no responsibility within or for types 1 and 2 communities, for the duration of the assignment or temporary appointment. Employees participating on primary care nursing training outside the type 1 or 2 community will continue to receive the terminable allowance for the period they are on training.

APPENDIX "G"

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

EXPANDED PROFESSIONAL ROLE ALLOWANCE FOR HEALTH CANADA NURSES

**

6. There is a documented process established to allow for full senior management review and decision regarding whether the level of nursing services warrants extension of these allowances to nurses working in a specific facility. This process is as follows:

The request for extension of these allowances to the nurses working in the community in question must be formally brought to the attention of management. The NU-CHN(s) in the facility will formally raise the issue in writing to the Zone Nursing Officer (ZNO) (or regional counterpart). The ZNO and the Zone Director will bring the issue forward to the Regional Nursing Officer and the Regional Director, who will review the nursing service requirements of the community.

The Office of Nursing Services will be copied on all correspondence.

The outcome of the regional review and resulting recommendations will be brought forward by the Regional Director to the Branch Executive Committee meeting for a final decision at the first available opportunity.

In the event the extension of these allowances is approved, the Terminable Allowance shall be payable retroactively to the date the original request for revision was received by the Z.N.O. (or regional counterpart).

**

8. NU-CHNS Currently in Receipt of the Allowance

(a) NU-CHNS currently in receipt of the allowance at the time of signing who have not successfully completed an approved primary care skills program will have to go on the first available course offered. The employer will endeavour to provide reasonable notice to the employees.

(b) If the employee refuses to go on the course without a reason deemed acceptable by the employer, the employee will cease to be eligible for this allowance. Once this employee has completed the course he will become eligible again for this allowance.

(c) Employees currently in receipt of the allowance when being sent on the primary care skills program will continue to receive the allowance.

**

9. Every effort will be made by the employer to ensure that those nurses required to perform the

expanded role will have access to the primary skills nursing program within one year of appointment.

APPENDIX "I"

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

Preamble

**

In an effort to resolve recruitment and retention problems, the Employer will reimburse the cost of two (2) trips to Health Canada NU-CHNs in nursing stations situated in remote and isolated First Nations communities for the performance of NU-CHN duties in the Health Services group subject to the conditions outlined in the Application section below.

Application

**

3. NU-CHNs who meet the entitlement provisions stipulated in clause 4 will be granted two trips for each twelve (12) month period of continuous employment in a remote or isolated community.

**

4. Entitlement:

(a) To qualify for a trip, the employee must have received ten (10) days' pay per calendar month for

seven (7) consecutive calendar months within the period described in clause 3.

(b) For the purpose of clause 3, time away on the mandatory clinical skills training course will not be considered as an interruption of the twelve (12) month continuous employment period in a remote or isolated community.

(c) For the purpose of paragraph 4(a), time away on the mandatory clinical skills training course will not be counted toward the consecutive seven (7) month period requirement but will not be considered as an interruption of the said period.

APPENDIX "J"

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

**

1. In an effort to resolve retention and recruitment problems, the Employer will provide an Allowance to Masters and Doctoral level registered psychologists (PS) for the performance of PS duties in the Health Services group with the exclusion of the personnel psychologists in the Personnel Psychology Centre (PPC) or in any other portion of the Public Service Commission (PSC), or in Social Development Canada (SDC).

2. The parties agree that PS employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

**

(a) Commencing on the first (1st) day of the month following the month during which this

agreement is signed and ending on 30 September 2007, PS employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;

**

5. An employee may not receive this allowance and the allowance in Appendix "M" during the same period.

APPENDIX "K"

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

2. The parties agree that MD employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

**

(a) Commencing the first (1st) day of the month following the month during which this agreement is signed and ending 30 September 2007, MD employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;

APPENDIX "L"

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

**

(a) Commencing the first (1st) day of the month following the month during which this agreement is signed and ending 30 September 2007, NU employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;

APPENDIX "M"

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

**

1. In an effort to resolve retention and recruitment problems, the Employer will provide an Allowance to personnel psychologists (PS) in the Personnel Psychology Centre (PPC) or in any other portion of the Public Service Commission (PSC), or in Social Development Canada (SDC) for the performance of PS duties in the Health Services group.

2. The parties agree that PS employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

**

(a) Commencing on the first (1st) day of the month following the month during which this agreement is signed and ending on 30 September 2007, PS employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;

**

5. An employee may not receive this allowance and the allowance in Appendix "J" during the same period.

****APPENDIX "N"**

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

Health Canada shall endeavour to finalize the implementation of the Second on Standby policy for the remaining remote and isolated communities.

****APPENDIX "O"**

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

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

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

****APPENDIX "P"**

MEMORANDUM OF AGREEMENT REGIONAL RESOURCE TEAMS

The Memorandum of Understanding between the Treasury Board and the Professional Institute of the Public Service of Canada for Community Health Nurses in Regional Resource Team dated May 5, 2005 shall form part of this collective agreement.

****APPENDIX "R"**

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

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

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

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

APPENDIX "S"

WORK FORCE ADJUSTMENT

General

Definitions

**

Education Allowance (*indemnité d'étude*) - is one of the options provided to an indeterminate employee affected by normal work force adjustment for whom the deputy head cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex "B"), plus a reimbursement of tuition from a recognised learning institution, book and mandatory equipment costs, up to a maximum of \$8,000.00. The Education Allowance includes a reimbursement of up to \$2,000, in addition to the above mentioned \$8,000, for reimbursement of tuition, books and mandatory equipment for a postgraduate university program.

Part I

Roles and responsibilities

1.1 Departments

**

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

**

1.1.3 Departments shall establish work force adjustment committees, where appropriate, to manage the work force adjustment situations within the department, and they shall notify PIPSC of the responsible officers who will administer this Appendix.

**

1.1.11 Departments shall advise the President of PIPSC and consult with PIPSC representatives as completely as possible regarding any work force adjustment situation as soon as possible after the decision has been made and throughout the process. As soon as the affected employees are identified, the departments will immediately forward the name and location of those employees to PIPSC.

**

1.1.23 For the purposes of the Travel directive, laid-off persons travelling to interviews for possible reappointment to public service are deemed to be "a traveler on government business".

**

1.1.28 Departments shall review the use of private temporary agency personnel, contractors, consultants, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments shall not re-engage such temporary agency personnel, contractors, consultants nor renew the employment of such employees referred to above where such action would facilitate the appointment of surplus employees or laid-off persons.

Part II

Official notification

2.1 Department

**

2.1.2 In any work force adjustment situation which is likely to involve ten or more indeterminate employees covered by this Appendix, the department concerned shall notify the Assistant Secretary (or delegate), Labour Relations and Compensation Operations, Treasury Board Secretariat, in confidence, at the earliest possible date and under no circumstances less than four working days before the situation is announced. The department shall send a copy of the advice to the Director General, Recruitment Programs and Priority Administration Directorate, Resourcing and Learning Branch, Public Service Commission.

2.2 Treasury Board Secretariat

**

2.2.1 Upon notification by the department concerned in 2.1.2 above, and under no circumstances less than two working days before the situation is announced, the Assistant Secretary (or delegate), Labour Relations and Compensation Operations, Treasury Board Secretariat shall inform, in writing and in confidence, the President of PIPSC. 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 IV

Retraining

4.2 Surplus employees

4.2.1 A surplus employee is eligible for retraining providing:

**

(b) there are no other available priority persons who qualify for a specific vacant position as referenced in (a) above.

Part VI

Options for employees

6.2 Alternation

**

6.2.6 The opting employee moving into the unaffected position must be, to the degree determined by the Employer, able to meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position, except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five days of the alternation.

6.3 Options

6.3.1 Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of Options below:

**

(a)

(i) Twelve-month surplus priority period in which to secure a reasonable job offer is time-limited. Should a reasonable job offer not be made within a period of twelve months, the employee will be laid off in accordance with the *Public Service Employment Act*. Employees who choose or are deemed to have chosen this Option are surplus employees.

(ii) At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the 120-day opting period referred to in 6.1.2 which remains once the employee has selected in writing option (a).

(iii) When a surplus employee who has chosen, or who is deemed to have chosen, Option (a) offers to resign before the end of the twelve-month surplus priority period, the deputy head may authorise a lump-sum payment equal to the surplus employee's pay for the substantive position for the balance of the surplus period, up to a maximum of six months. The amount of the lump sum payment for the pay in lieu cannot exceed the maximum of that which he would have received had

they chosen Option (b), the Transition Support Measure.

(iv) Departments will make every reasonable effort to market a surplus employee and the Employer will ask the Public Service Commission to make every reasonable effort to market a surplus employee within the employee's surplus period within his preferred area of mobility.

**

(c) Education allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than \$8,000 for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment, and up to an additional \$2,000 to the above mentioned \$8,000, for reimbursement of receipted expenses of an opting employee for tuition, costs of books and mandatory equipment for a postgraduate university program.

Employees choosing Option (c) could either:

(i) resign from the public service but be considered to be laid-off for severance pay purposes on the date of their departure;

or

(ii) delay their departure date and go on leave without pay for a maximum period of two years, while attending the learning institution. The TSM shall be paid in one or two lump-sum amounts over a maximum two-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-year leave without pay period, unless the employee has found alternate employment in the public service, the employee will be laid off in accordance with the *Public Service Employment Act*.

6.4 Retention payment

**

6.4.3 An individual who has received a retention payment and, as applicable, is either reappointed, or hired to that portion of the Public Service of Canada specifically in one of the departments or agencies listed in schedule I, IV or V of the *Financial Administration Act*, or is hired by the new employer within the six months immediately following his resignation, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the lump sum was paid.

Part VII

Special provisions regarding alternative delivery initiatives

7.2 General

**

3. Transfer to existing employers

In all other ASD 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 commercialisation 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.

7.4 Notice of alternative delivery initiatives

**

7.4.2 Following written notification, employees must indicate within a period of 60 days their intention to accept the employment offer.

7.8 Reimbursement

**

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 public service of Canada specified from time to time in Schedule I, IV or V of the *Financial Administration Act* or hired by the new employer, to which the employee's work was transferred, at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

**APPENDIX "T"

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

This letter is to give effect to the understanding reached by the Employer and the Institute in negotiations for the renewal of the agreement that expired September 30, 2003 covering the above specified group.

Accordingly, the parties agree to establish a joint committee comprising equal representation to meet within ninety (90) days of the signing of the collective agreement for the Health Services Bargaining Unit. The joint committee shall examine in particular the creation of a voluntary declaration of errors mechanism; the conditions under which the professional health care is exercised in the Federal government; and the service delivery and patient safety in the health field.

The joint committee shall produce recommendations, which will be made available to both parties concerned for examination at the next round of collective agreement negotiations. The joint committee shall submit its recommendation no later than two (2) months before the expiration date of the said collective agreement, unless the Employer and the Institute agree in writing to extend the deadline.

The Committee shall be co-chaired by the Employer and the Professional Institute of the Public Service of Canada. Time spent (including travel) by the members of the working group shall be considered time worked. All other costs will be the responsibility of each party.

****APPENDIX "U"**

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

This letter is to give effect to the understanding reached by the Employer and the Institute in negotiations for the renewal of the agreement that expired September 30, 2003 covering the above specified group.

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

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

The Study shall be co-chaired by the Treasury Board and the Professional Institute of the Public Service of Canada. If required, outside consultant expenses shall be paid by the Treasury Board. Time spent (including travel) by the members of the working group shall be considered time worked. All other costs will be the responsibility of each party.

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

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

Agreement between the Treasury Board and The Professional Institute of the Public Service of Canada - Health Services

Print Specifications Profile

Title:	Agreement between the Treasury Board and The Professional Institute of the Public Service of Canada - Health Services
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* **Note:** Colour is based on Canadian recycled Fusion and Rockland Cover stock. 20% post-consumer. Laser guaranteed and permanent. Distributed by Domtar and Rolland inc.

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