

Bargaining Proposals

**Presented to the Treasury Board of Canada
Secretariat**

**On Behalf of Employees in the Health
Services Group Bargaining Unit**

**The Professional Institute of the Public
Service of Canada**



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PREAMBLE

Listed below you will find our bargaining proposals submitted for this round of negotiations to amend the collective agreement between the Health Services (SH) Group of the Professional Institute of the Public Service of Canada and the Treasury Board of Canada Secretariat (TBS) which expired on September 30, 2022. These proposals are submitted without prejudice to any future proposed amendments and/or additions, and subject to our rights to correct any errors and/or omissions. The Institute reserves the right to table new proposals in response to issues and proposals raised by the Employer.

The Institute reserves the right to introduce detailed proposals wherever it is indicated that issues will be discussed or that proposals will be presented later.

The Institute reserves the right to sometimes propose titles for articles when there is none or to modify titles.

The Institute proposes that all acronyms used in the collective agreement be defined when first mentioned.

Changes and placeholders are highlighted in **bold** type. Where deletions are proposed they are identified by a "(-)". Editorial and explanatory notes regarding the proposals are indicated in *italics*.

Subject to the above noted, and subject to subsequent editorial changes, including translation corrections to current language, all other clauses, articles or portion thereof, appendices and any other matters will be considered to be renewed.

The Institute asks the Employer to disclose the details of changes to policies, conditions and terms of employment, as well as benefits that the employer can reasonably anticipate will be decided or proposed by the employer away from this bargaining table before or during the life of the agreement. The Institute asks that the employer volunteer information that will allow the parties to discuss how such changes could affect the value of the proposals brought to the table during the current round of bargaining. The Institute reserves the right to submit additional proposals after receiving this information.

Central Proposals

All relevant agreements concluded at the Institute/TBS central table are to be considered agreed to and included in a tentative agreement between the SH Group and the Employer.

Issues discussed at the central table that remain outstanding and unresolved on the conclusion of the tentative agreement revert to the SH table for consideration and resolution. These proposals have been integrated in this package for full considerations.

GENERAL PROPOSALS

The Institute wishes to discuss amending the collective agreement to consolidate all terms and conditions for northern nurses into a singular section in the agreement.

The Institute wishes to discuss activity-based workplaces and reserves the right to table language for consideration at a later date.

The Institute would like to discuss the implementation of the gender neutral guidelines agreed to as a result of the working group established by Appendix “CC”.

ARTICLE 2 INTERPRETATION AND DEFINITIONS

The Institute would like to discuss grammatical amendments to ensure the French version is using the same, consistent terminology internal to the French version and also between the English and French versions.

The Institute would like to discuss the definitions of “remote work”, “telework”, “hybrid work” and “frontline worker” and reserves the right to introduce additional language at a later date

The Institute would like to discuss the definition and application of “Operational Requirements” as applied to the application of the Collective Agreement and reserves the rights to introduce additional language at a later date.

The Institute would like to discuss the definition and application of “Essential” in the context of work and service in the application of the Collective Agreement and reserves the right to introduce additional language at a later date.

The Institute would like to introduce a new definition of “family” in Article 2.01:

“family” except where otherwise specified in this Agreement, includes:

- a. parents (including step-parents, foster parents and parents-in-law),
- b. siblings (including step-siblings and siblings-in-law)
- c. spouse
- d. children (including child of spouse, stepchild, foster child, ward of the employee, and child-in-law)
- e. siblings of parents (including of spouse)
- f. children of siblings (including of spouse)
- g. grandparents (including grandparents of spouse)
- h. grandchildren (including grandchildren of spouse)
- i. any relative permanently residing in the employee’s household or with whom the employee permanently resides,
- j. any person for whom the employee has a duty of care, irrespective of whether they reside with the employee, and
- k. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

The Institute would like to introduce a new definition of “emergency” in Article 2.01:

“emergency”

means a serious, unexpected, and impending situation requiring immediate action;

The Institute would like to introduce a new definition of “self-regulated profession” in Article 2.01:

“self-regulated profession”:

means the regulatory functions of a specialized and titled profession have been delegated in the public interest to a regulatory body responsible for the setting and maintaining of professional standards of practice, competency and conduct for a given profession and with which licensing is a practice requirement. The licensing body has the delegated authority to discipline members who fail to meet practice standards, up to and including removal of a member’s license to practice.

**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.

5.02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the terms of this Agreement.

**ARTICLE 6
RIGHTS OF EMPLOYEES**

The Institute would like to introduce a new statement under Article 6:

The Employer shall not by policy or practice compromise the professional status and ethics of employees.

**ARTICLE 8
HOURS OF WORK AND SHIFT WORK**

The Institute proposes a new provision protecting paid time for nursing mothers in the workplace to pump.

(NEW) Nursing Break

Every employee who is nursing is entitled to and shall be granted any paid breaks necessary for them to nurse or to express breast milk.

8.03

- a. Upon request of an employee and the concurrence of the Employer, an employee may work flexible hours so long as the daily **or average daily** hours amount to seven decimal five (7.5).
- b. **Unless otherwise provided in this collective agreement, a request to work flexible hours must be initiated by an Employee.**
- c. **Employees shall not be required to work outside of the hours of their scheduled workday or the normal work week without their written consent.**
- d. **An Employer request to vary an employee's scheduled hours shall be subject to the applicable scheduling, call-back and/or overtime provisions of the collective agreement.**
- e. **Approval and access to flexible hours shall not be unreasonably denied.**
- f. **Employee requests for flexible hours shall be submitted in writing and management shall provide a written response within seven (7) calendar days.**
- g. **In the event the request is denied, the reasons shall be provided in writing.**
- h. **All terms and conditions of an approved flexible hours request shall be set out in writing and be consistent with the provisions of the collective agreement.**
- i. **The Employer shall not unreasonably rescind flexible hours, nor unreasonably deny a member's request to terminate flexible hours.**
- j. **Reasonable notice of no less than sixty (60) calendar days shall be provided by either party in the event of a termination request.**

- k. **Telework, Hybrid Work and Flexible Hours are not mutually exclusive and can be combined.**
- l. **Where operational requirements permit, an employee may be granted permission to work flexible hours on an ad hoc, short-term basis.**

8.06 Compressed workweek

Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, an employee may complete his weekly hours of employment in a period of other than five (5) full days provided that over a period of twenty-one (21) or a period of twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week, **or any other schedule as mutually agreed to by the parties.** As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-one (21) day period or in every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for him.

- a. **Approval and access to compressed hours shall not be unreasonably denied.**
- b. **Employee requests for compressed hours shall be submitted in writing and management shall provide a written response within seven (7) calendar days.**
- c. **In the event the request is denied, the reasons shall be provided in writing.**
- d. **All terms and conditions of an approved compressed hours request shall be set out in writing and be consistent with the provisions of the collective agreement.**
- e. **The Employer shall not unreasonably rescind compressed hours, nor unreasonably deny a member's request to terminate compressed hours.**
- f. **Reasonable notice of no less than sixty (60) calendar days shall be provided by either party in the event of a termination request.**
- g. **Telework, Hybrid Work and Compressed Hours are not mutually exclusive and can be combined.**
- h. **Where operational requirements permit, an employee may be granted permission to work compressed hours on a short-term basis.**

8.07 When operational requirements permit, two (2) rest periods of fifteen (15) minutes each shall be provided during each normal workday. **At the request of the employee and concurrence of the Employer, rest periods may be taken consecutively.**

The Institute proposes to implement a new "maximum hours" provision: (to apply to all employees)

Except in emergency situations, no employee shall be requested or permitted to work more than a total of 16 hours (inclusive of regular and overtime hours) in a 24 hour period beginning at the first hour the employee reports to work.

The Institute proposes various amendments to clauses 8.08 through 8.25, NU shift work employees.

8.08 Shift Work – Definitions

(a) "shift schedule" means the arrangement of shifts over a ~~given period of time~~ **minimum period of eight (8) weeks** 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 **twelve (12) sixteen (16) up to 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.

NEW: “shift” means a single period of work within a shift schedule

8.09 Scheduled workweek and scheduled workday

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

...

- 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 **without extending the regular hours of work beyond seven decimal five (7.5) hours per day;**

8.10

- a. ~~When operational requirements permit, a~~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.

...

8.14 Scheduling of shifts

The Employer shall set up a shift schedule which shall cover a minimum period of **eight (8)** ~~four (4)~~ weeks, posted **three (3)** ~~two (2)~~ weeks in advance, which will cover the normal requirements of the work area.

...

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. **The Employer shall not schedule an employee to rotate between more than two shift arrangements within a shift schedule.** Consideration shall be given to an employee's request for permanent **day**, evening, or night duty.

...

8.20

- a. ~~An employee who is required to change his scheduled shift without receiving at least~~ **five (5) days** ~~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)~~ **for all changed shifts** ~~shift worked on the revised schedule~~ **within the notice period** at the rate of **double time (2x)** ~~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 **their regular wages for the day** ~~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.

8.24

When operational requirements permit, two (2) rest periods of fifteen (15) minutes each shall be provided during each ~~shift normal workday~~, **and three (3) rest periods of fifteen (15) minutes each for each shift scheduled for twelve (12) hours or more. At the request of the employee and concurrence of the Employer, rest periods may be taken consecutively.**

...

The Institute proposes a new provision to ensure adequate rest between shifts:

(NEW) An employee who works overtime following their shift is required to have eight (8) consecutive hours off after the completion of their overtime hours and prior to the commencement of their next scheduled shift.

To get the eight (8) consecutive hours off, the employee shall start their next scheduled shift at the time which is eight (8) hours from the completion of their overtime hours. The employee shall finish the shift at the scheduled time and shall be paid as though they had worked the whole scheduled shift.

ARTICLE 9 OVERTIME

NEW Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in an emergency situation, without being subject to disciplinary action for such refusal.

The Institute shall be informed of all mandatory overtime worked.

9.01 When an employee is required by the Employer to work overtime the employee shall be compensated as follows:

The Institute proposes to increase all overtime compensation to double time (2x) rates, including all consequential changes in the Collective Agreement

...

9.06

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

amount of ~~twelve dollars (\$12.00)~~, **twenty-five dollars (\$25)** ~~except where free meals are provided~~. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to his place of work.

b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one additional meal in the amount of ~~twelve dollars (\$12.00)~~, **twenty-five dollars (\$25)** ~~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.

~~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.~~

ARTICLE 10 CALL-BACK

The Institute wishes to discuss the application of Article 10, namely the application of call-back and stand-by rates and the resolution of call-back concerns for CSC, PHAC and ISC nurses. The Institute reserves the right to introduce additional language at a later date.

The Institute proposes to renumber Stand-by and Call-back for clarity. Making Stand-by Article 10 and Call-Back Article 11.

The Institute wishes to discuss the over reliance on stand-by and call-back for patient care and wishes to establish a threshold for which proper compensation be established. After such discussion the Institute reserves the right to propose new language.

The Institute proposes to implement:

(NEW) Subject to operational requirements of the service, and except in case of emergency, the Employer shall make every reasonable effort to avoid excessive call-back.

ARTICLE 11 STANDBY

11.01 When the Employer requires an employee to be readily available on standby during off duty hours an employee shall be compensated at the rate of **one (1)** ~~half (1/2)~~ hour for each ~~four~~ **three (3)** hour period or portion thereof for which the employee has been designated as being on standby duty. **Employees shall be compensated stand-by as per this article, regardless of the amount of overtime or call back hours worked while on a scheduled stand-by shift.**

The Institute proposes to implement:

(NEW) The Employer shall make every reasonable effort to allocate standby work on an equitable basis among readily available employees who are deemed qualified by the employer and who have indicated a willingness to work standby.

**ARTICLE 12
DESIGNATED PAID HOLIDAYS**

This proposal is intended to resolve the impacts of “stating off” shift workers regarding the application of designated paid holidays into their schedule:

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~~ **applied** to the employee’s first (1st) ~~normal~~ **actual worked working** day following ~~his~~ **their designated** day of rest. **Overtime rates shall apply as though the employee worked the regular designated paid holiday.**

**ARTICLE 13
TRAVELLING TIME**

The Institute wishes to discuss and correct anomalies in travel time calculations and reserves the right to table language at a later date to correct such anomalies.

The Institute wishes to discuss compensation for nurses travelling to remote and isolated communities and reserves the right to table language at a later date.

The Institute proposes to add new compensation for the care and control of medical files while traveling:

(NEW) During off duty hours, an employee shall be compensated at the rate of one (1) hour for each four (4) hour period or portion thereof for which the employee is required by the Employer to be in the charge and control of patient medical files and health records.

The Institute proposes further amends to Article 13:

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. **(renumber)** ~~On a normal working day~~ **day of work foren** which the employee travels ~~and works~~, the employee shall be paid:
 - i. ~~his regular pay for the day for a combined period of travel and work not exceeding seven decimal five (7.5) hours,~~
and
 - ii. ~~compensation~~ **compensation** at the applicable overtime rate for additional travel time in excess of a seven decimal five (7.5) hour period ~~of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours’ pay at the straight time rate in any day.~~
- c. On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for **all** hours travelled ~~to a maximum of twelve (12) hours’ pay at the straight time rate.~~

...

13.07 Travelling time shall include time necessarily spent at each stopover en route provided that such stopover does not include ~~ana~~ **scheduled** 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)~~ **twenty (20)** nights during a fiscal year shall be granted seven decimal five (7.5) hours of time off with pay. The employee shall be credited with one (1) additional seven decimal five (7.5) hours of time off for each additional twenty (20) nights that the employee is away from his permanent residence to a maximum of eighty (80) additional nights.

ARTICLE 15 VACATION LEAVE

The Institute proposes an increase in the accrual scheme of vacation leave entitlements under 15.02:

A. twelve decimal five (12.5) hours at the employee's straight-time hourly rate until the month in which the employee's eighth (8th) anniversary of service occurs;

B. thirteen decimal one two five (13.125) hours at the employee's straight-time hourly rate commencing the month in which the employee's eighth (8th) anniversary of service occurs;

C. thirteen decimal seven five (13.75) hours at the employee's straight-time hourly rate commencing the month in which the employee's twelfth (12th) anniversary of service occurs;

D. fifteen decimal six two five (15.625) hours at the employee's straight-time hourly rate commencing the month in which the employee's sixteenth (16th) anniversary of service occurs;

E. sixteen decimal two five (16.25) hours at the employee's straight-time hourly rate commencing the month in which the employee's twentieth (20th) anniversary of service occurs;

F. sixteen decimal eight seven five (16.875) hours at the employee's straight-time hourly rate commencing the month in which the employee's twenty-second (22nd) anniversary of service occurs;

G. seventeen decimal five (17.5) hours at the employee's straight-time hourly rate commencing the month in which the employee's twenty-fourth (24th) anniversary of service occurs;

H. eighteen decimal seven five (18.75) hours at the employee's straight-time hourly rate commencing the month in which the employee's twenty-fifth (25th) anniversary of service occurs; and

I. nineteen decimal three seven five (19.375) hours at the employee's straight-time hourly rate commencing the month in which the employee's twenty-eight (28th) anniversary of service occurs.

Replacement of vacation leave

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

- a. is granted bereavement leave,
or
- b. is granted sick leave **as per Article 16** ~~on production of a medical certificate,~~
or
- c. is granted ~~with pay because of illness in the immediate family~~ **leave with pay for family related responsibilities.**

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.

15.09 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, and
- c. **reasonable family expenses incurred by the employee as a result of the employees recall from vacation**

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

15.11 Cancellation or alteration of vacation leave

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

ARTICLE 16 SICK LEAVE

16.01 Credits

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

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

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

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

16.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 16.02(a). **Acceptance of such a statement shall not be unreasonably denied. Should there be reasonable reasons to request a medical note from the employee's physician, it shall be at the expense of the Employer.**

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 shall, at the discretion of the Employer,~~ be granted to an employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death or layoff, the recovery of the advance from any monies owed the employee.

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

ARTICLE 17 OTHER LEAVE WITH OR WITHOUT PAY

The Institute propose the implementation of a new Leave with Pay for the administration of an estate for which the employee is a named executor.

The Institute proposes to remove the definition of family in 17.02 and introduce NEW definition of family in Article 2.01, as per above.

17.02 Bereavement leave with pay

For the purpose of this clause, **in addition to the definition of family in Article A2.01, bereavement leave with pay shall apply if the employee or their spouse has a miscarriage or stillbirth.** ~~family is defined as father, mother (or, alternatively, stepfather, stepmother or foster parent), brother, sister, stepbrother, stepsister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), grandchild, grandparent, stepchild, foster child or ward of the employee, father-in-law, mother-in-law, son-in-law, daughter-in-law any other relative permanently residing in the employee's household or with whom the employee permanently resides, or, subject to paragraph 17.02(g) below, a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.~~

- a. When a member of the employee's family dies, an employee:
 - i. shall be entitled to a single bereavement period of seven (7) consecutive calendar days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death. During such period the employee shall be paid for those days which are not regularly scheduled days of rest;
 - ii. in addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- b. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.
- c. When requested to be taken in two (2) periods:
 - i. the first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
 - ii. the second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
 - iii. The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.
- d. An employee is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of **a person not included in the definition of family** ~~the employee's brother-in-law, sister-in-law or grandparent of spouse.~~
- e. It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the **Employer** ~~deputy head of a department or their delegate~~ may, after considering the particular circumstances involved, grant leave with pay for a period greater, **a person not referenced**, or in a manner other than that provided for **in this article.** ~~in subparagraph 17.02(a) (i) and (b).~~
- f. If, during a period of sick leave or vacation leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave under this clause, the employee shall be granted bereavement leave with pay and the sick leave or vacation leave credits shall be restored to the extent of any concurrent bereavement leave granted.
- g. An employee shall be entitled to bereavement leave with pay for a person who stands in the place of a relative for the employee whether or not there is a degree of consanguinity between such person and the employee only once in their career in the federal public administration.

ARTICLE 17
OTHER LEAVE WITH OR WITHOUT PAY

The Institute proposes the additional amendments below to maternity related benefits under Article 17:

17.19 Maternity-related reassignment or leave

- a. An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the fetus or child. On being informed of the cessation of current job function, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.
- b. An employee's request under paragraph (a) must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- c. An employee who has made a request under paragraph (a) is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
 - i. modifies her job functions or reassigns her,
or
 - ii. informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- d. Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- e. Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- f. An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.
- ~~g. Notwithstanding clause (c), for an employee working:
 - i. in an institution at Correctional Service Canada where she is in direct and regular contact with offenders;
and
 - ii. for Indigenous Services Canada NU CHNs who are permanently assigned in nursing stations situated in remote and isolated First Nations communities (Type 1 and 2 according to Health Canada's Community Workload Increase System (CWIS));~~

- iii. ~~OP and NUs in the Department of National Defence who provide direct and regular health care to patients;~~

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

XX.XX (NEW)

An employee returning from maternity or parental leave may request a gradual return to work for a period of up to twelve (12) months following the end of their maternity or parental leave.

Requests should be made no less than four (4) weeks in advance of the employee's maternity or parental leave completion. Employee's making such a request shall inform the Employer in writing of their gradual return plan, including reduced hours of work and expected return date to full-time hours. Such requests shall not be unreasonably denied. The employee may return to full-time hours with four (4) weeks' notice to the Employer.

ARTICLE 17 OTHER LEAVE WITH OR WITHOUT PAY

17.09 Leave without pay for care of immediate family

The Institute proposes to remove the definition of family and introduce NEW definition of family in Article 2.01, as per above.

17.13 Leave with pay for family related responsibilities

The Institute proposes to remove the definition of family and introduce NEW definition of family in Article 2.01, as per above.

The Institute proposes further amendments to Article 17.13:

- b. The total leave with pay which may be granted under this clause shall not exceed ~~thirty-seven decimal five~~ **forty-five (37.545)** hours in a fiscal year.
- c. The Employer shall grant leave with pay under the following circumstances:
 - a. 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;
 - b. 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 ~~necessary~~ **the illness is of a longer duration;**

- c. leave with pay for needs directly related to the birth or to the adoption of the employee's child;
- d. leave with pay to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- e. leave with pay to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
- f. ~~seven decimal five (7.5) hours out of the thirty seven decimal five (37.5) hours stipulated in paragraph 17.12(b) above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.~~
- g. **to visit a family member who, due to an incurable terminal illness, is nearing the end of their life.**

17.17 examination leave

A minimum of one (1) day 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 at the discretion of the Employer.** ~~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.~~

17.22 Personal leave and quarantine leave:

...

b. Personal leave

Subject to operational requirements as determined by the Employer ~~and with an advance notice of at least five (5) working days,~~ the employee shall be granted, in each fiscal year, up to ~~fifteen (15) hours~~ **thirty-seven point five (37.5) hours** of leave with pay for reasons of a personal nature. This leave can be taken in periods **as determined by the employee.** ~~of seven decimal five (7.5) hours or three decimal seventy five (3.75) hours each.~~

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request. **Should an employee's request be denied the Employer shall do so in writing.**

c. Quarantine leave

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

When an employee is diagnosed with an illness during the quarantine period, paragraph 17.22(c) shall cease to apply.

XX.XX (NEW) Long Term Service Recognition Leave for Health Professionals

Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of recognition leave with pay on each of the employee's tenth (10th), twentieth (20th) and thirtieth (30th) anniversaries of service.

XX.XX (NEW) Leave for Income Averaging

The Institute wishes to discuss implementing a new article for leave with income averaging and reserves the right to introduce language at a later date.

ARTICLE 18 CAREER AND PROFESSIONAL DEVELOPMENT

18.01 General

In order for the government to meet its mandate, given the evolution and increased complexity of the scope of practice, the parties recognize that in order to maintain and enhance professional expertise, employees, ~~from time to time~~, need to have ~~an~~ **a regular** opportunity to attend or participate in career **and professional** development activities described in this article, **including mandatory requirements designated by their regulatory bodies to maintain a license to practice.**

An employee is entitled to a personal learning plan which will be jointly developed with the responsible manager. The personal learning plan will be reviewed and updated on an annual basis at the employee's request. The Employer commits to implementing such a plan.

The Employer commits to report once per year at the local/sectoral consultation meeting, on the use and implementation of learning plans.

The Employer ~~endeavours to~~ **shall** respond in a timely fashion to requests **made pursuant to this article** for career development.

18.02 Education leave

- a. An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, ~~to attend a recognized institution~~ for additional or special studies in some field of education in which special preparation is needed to enable the employee to fill his present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide, **including any clinical or practicum requirement.**
- 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 ~~shall may, at the discretion of the Employer,~~ be continued during the period of the education leave **and for any continued extension of the education leave.** The employee shall be notified when the leave is approved ~~whether such allowances are~~ **and that allowances are** to be continued ~~in whole or in part.~~
- d. As a condition to the granting of education leave **allowance**, 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 **value of the leave allowance** 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.XX Professional Requirements Leave (NEW)

The parties to this agreement recognize the value of high professional standards and the work done by licensed professionals. The Employer recognizes the requirement for employees to complete professional activities for the maintenance of licensure as specified by their respective regulatory bodies. The parties recognize that regulatory bodies have the autonomy to mandate specific requirements for the maintenance of professional licensure and that employees are subject on an ongoing basis to these requirements for their continued ability to practice.

In order for employees to maintain their professional licence and continue performing the duties of their position, the Employer shall:

- a. **grant leave with pay to participate in, but not limited to, workshops, short courses, programs, continuing education courses, or other professional educational activities, including self-directed study, to fulfill all required continuing professional education credits to maintain current licensing/registration standards, or**
- b. **grant leave with pay to employees requiring the completion of all clinical practice or other related requirements when such duties are not met within the requirements of their position,**

to the extent required by the regulatory body to maintain or fulfill licensure requirements.

To facilitate such activities, the Employer shall make every reasonable effort to accommodate shift changes or rest day changes while on duty.

An employee applying for leave under this article shall request reasonable and related activities as required to fulfill the requirements of their respective regulatory body. Should an employee request be denied, it shall be done so in writing and with the opportunity for the employee to respond as to the applicability of the request to the regulatory body's licensure requirements.

An employee granted leave under this article shall continue to receive their normal compensation, inclusive of allowances and any increases for which the employee may become eligible. Overtime or compensatory time may be granted as deemed appropriate by the Employer.

An employee on leave under this article shall be reimbursed for reasonable travel expenses and such other additional required expenses, including course registration or program fees and accommodation.

When an employee is eligible for reimbursement under this article, the Employer shall make such payment within thirty (30) calendar days from when the employee requests the payment.

18.03 Attendance at conferences and conventions

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, **or the enhancements of service provided by the Employer**, subject to operational constraints.

- a. The Employer may grant leave with pay and reasonable travel expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- b. 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.
- c. 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.
- d. An employee shall not be entitled to ~~any~~ compensation under Article 9 (overtime) ~~and Article 13 (travelling time)~~ in respect of hours the employee is in attendance, **unless the employee's attendance is at the request of the Employer.** ~~at or travelling to or from a conference or convention under the provisions of this clause, except as provided by paragraph (d) .~~
- e. 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.
- f. **When an employee is eligible for reimbursement under this article, the Employer shall make such payment within thirty (30) calendar days from when the employee requests the payment.**

Attendance at such conferences or conventions are distinct from the completion of licensure requirements under Article 18.XX. Employees requesting an opportunity under this article shall not be unreasonably denied and may enter into cost sharing agreements with the Employer with regards to course registrations or travel to better facilitate the opportunity.

18.04 Professional development leave

- a. **The parties recognize the importance and value of professional development and the opportunity to enhance skills that will further employee's careers within the Federal Public Service.** The parties to this agreement share ~~a~~ **this** desire to improve professional standards by **providing employees equitable opportunities to advance their careers through:** ~~giving the employees the opportunity on occasion:~~
 - i. ~~to participate~~ **participation** 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, **beyond those required to complete or**

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

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

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

18.05 Selection criteria

- a. The Employer shall establish **equitable** selection criteria for granting leave under clauses 18.02, 18.03 and 18.04 (**update references**) 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).
- c. **Where an employee is refused career or professional development under Article 18, the reason for refusal will be provided in writing, to the employee, with the notice of refusal.**

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.
- f. **(NEW) The Departmental Career Development Consultation Committee will ensure that statistics are gathered and provided by Department and by classification on the requests made under article 18, including the number of requests, the nature of the requests and the number of approvals and denials and reasons for denials.**

ARTICLE 21 REGISTRATION AND LICENSING FEES

The Institute proposes to amend the title of the Article above, by adding Licensing Fees, for clarity.

21.01 The Employer shall reimburse an employee for the payment of membership, registration, **insurance**, or other related fees, to organizations or ~~governing~~**regulating** bodies when the Employer is satisfied that the payment of such fees are related to ~~is a requirement for the~~ continuation of the performance, **or the maintenance of a standard of practice in the performance** of the duties of the employee's position. **When payment is being made as a result of the application of this article, the Employer shall make such payment within thirty (30) calendar days from when the employee requests the payment.**

ARTICLE 23 TECHNOLOGICAL CHANGE

~~23.06 As soon as reasonably practicable after~~ **Once** 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;
- d. the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

(NEW) Employees determined to be impacted by a technological change shall be provided no less than ninety (90) days notice of such a change.

~~(23.07)~~**renumber** 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 **and if feasible, prior to the implementation of the technological change in the workplace.**

ARTICLE 24 SAFETY AND HEALTH

The Institute wishes to discuss the safety and security of nurses working in remote and isolated communities and reserves the right to propose language at a later date

The Institute proposes further amendments to amend article 24:

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 **concerns related to workload which are health and safety related** and critical incident stress management services consistent with Treasury Board Policy on Employee Assistance Program.

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

24.03 The Employer shall provide for a pre-placement and periodic health evaluation for employees at risk as determined by the Employer, **or as requested by the employee**, in accordance with the Occupational Health Evaluation Standard.

**ARTICLE 30
LEAVE FOR LABOUR RELATIONS MATTERS**

(NEW) Where operational requirements permit, the Employer will grant leave without pay to employees who qualify for programs or policies of the Institute that compensate Institute members for the loss of days of rest due to attendance at Institute meetings or training.

**ARTICLE 39
PART-TIME EMPLOYEES**

Overtime for part-time employees shall be paid at double time (2x)

The Institute proposes that part-time employees be entitled to accumulate compensatory time.

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

**Article 42:
~~sexual~~ Workplace harassment**

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

42.02

- a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- b. If by reason of paragraph 42.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

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

**ARTICLE 44
CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE**

Article 44: Correctional Service Specific Duty Allowance

44.01 The Correctional Service Specific Duty Allowance (CSSDA) shall be payable to incumbents of specific positions in the bargaining unit which are in Correctional Service Canada (CSC). The allowance provides additional compensation to an incumbent of a position who performs certain duties or responsibilities specific to CSC (that is, custody of inmates, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders) within penitentiaries or community parole offices as defined in the *Corrections and Conditional Release Act*, and/or CSC Commissioner Directives.

44.02 The value of the CSSDA shall be ~~two~~**four** thousand (\$~~42~~**40**,000) annually. Except as prescribed in clause 44.03 below, this allowance shall be paid on a biweekly basis for any month in which an employee performs the duties for a minimum period of ten (10) days in a position to which the CSSDA applies.

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

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

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

44.05 The CSSDA shall ~~not~~ form part of an employee's salary ~~except for the purposes of the following benefit plans:~~

- ~~Public Service Superannuation Act~~
- ~~Public Service Disability Insurance Plan~~
- ~~Canada Pension Plan~~
- ~~Quebec Pension Plan~~
- ~~Employment Insurance~~
- ~~Government Employees Compensation Act~~
- ~~Flying Accidents Compensation Regulations~~

ARTICLE 45 PAY

45.09 Acting pay

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

- i. two (2) working days: ND-DIT and OP Level 1, and NU-CHN and NU-HOS Levels 1 to 4;
 - ii. ~~four~~ **three (43)** working days: all other employees.
 - iii. 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.
- b. **An employee who has acted in a position for a cumulative twenty (20) days in the twelve (12) months preceding an acting appointment shall be paid acting pay calculated from the first (1st) day on which the employee acts.**
 - c. **Acting appointments shall be allocated in a equitable manner and will not be arbitrarily assigned or reassigned solely for the purpose of avoiding pay entitlements or staffing processes.**

**ARTICLE 47
SHIFT AND WEEKEND PREMIUMS**

47.01

a. An employee on shift work shall receive a shift premium of ~~two dollars (\$2.00)~~ **three dollars and a half (\$3.50)** 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~~ **1500** hours.

47.02

- a. Employees shall receive an additional premium of ~~two dollars (\$2.00)~~ **three dollars and a half (\$3.50)** 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.

**NEW PREMIUM
NURSE IN CHARGE PREMIUM**

(NEW) When a nurse is required to perform temporary supervisory duties, they shall receive a premium equal to three dollars fifty cents (\$3.50) per hour, for each hour or part where they perform these duties, including all overtime hours.

**NEW PREMIUM
PRECEPTORING or INSTRUCTOR PREMIUM**

(NEW) When an employee is required to perform the duties of a preceptor or instructor, they shall receive a premium equal to three dollars fifty cents (\$3.50) per hour, for each hour or part where they perform these duties, including all overtime hours.

**NEW PREMIUM
MENTORING PREMIUM**

(NEW) When an employee is assigned mentorship duties for a specific employee or student, shall receive a premium equal to three dollars fifty cents (\$3.50) per hour, for each hour or part where they perform these duties, including all overtime hours.

**NEW PREMIUM
ORIENTATION PREMIUM**

(NEW) When an employee is required to perform orientation duties, they shall receive a premium equal to three dollars fifty cents (\$3.50) per hour, for each hour or part where they perform these duties, including all overtime hours.

**NEW PREMIUM
EMERGENCY PREMIUM**

In the event of an emergency, where the employee is mandated to work by the Employer, they shall receive a premium of ten dollars (\$10) an hour, for each hour, or part where they work for all hours worked during the emergency, including all overtime hours.

**ARTICLE 49
CONTRACTING OUT**

49.01 becomes 49.02

NEW

49.01 The Employer shall make a reasonable effort to use existing employees or hire new indeterminate or term employees as needed before contracting out work described in the Bargaining Certificate and the Group Definition. However, to meet operational requirements, the Employer may choose to contract professional services in certain circumstances instead of making an appointment pursuant to the *Public Service Employment Act*.

49.02 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.

NEW

49.03 When work is contracted out due to technological change, the provisions of Article 23 shall apply upon the implementation of the new technology.

**ARTICLE 52
DURATION**

52.01 The duration of this collective agreement shall be from the date it is signed to September 30, ~~2022~~ 2025.

The Institute would like to discuss the implementation of the collective agreement and reserves the right to propose amendments after such discussions.

**NEW ARTICLE
CLOTHING ALLOWANCE**

This article applies only to NU employees working at CSC

XX.01 NU employees providing care to inmates shall receive an annual clothing allowance of eight hundred dollars (\$800.00). This allowance will be payable March 31st of each year. The provision applies to those NU employees assigned to such duties for periods of time of not less than six (6) months per fiscal year.

**APPENDIX "A"
ANNUAL RATES OF PAY**

The Institute proposes increases to the general and classification specific rates of pay as outlined below:

Rates of Pay:

Rates of Pay (General Economic Increases):

October 1, 2022 – Increase to rates of pay: 4.75%

October 1, 2023 – Increase to rates of pay: 3.5%

October 1, 2024 – Increase to rates of pay: 2.25%

SH Group Classification Specific Market Adjustments:

Effective October 1, 2022, the Institute proposes classification specific market adjustments for each classification as follows:

Provide a market adjustment of fifteen decimal forty-seven percent (15.47%) for all rates of pay for the PH classification.

Provide a market adjustment of eight decimal seventy two percent (8.72%) for all rates of pay for the NU classification.

Provide an additional market adjustment of eight decimal sixty two percent (8.62%) for all Norther Nurses eligible under Appendix E and F.

Provide an additional market adjustment of sixteen decimal nineteen percent (16.19%) for all Nurse Practitioners eligible under Appendix U.

Provide a market adjustment of eighteen decimal zero four percent (18.04%) for all rates of pay for the NU-EMA classification.

Provide a market adjustment of thirty-two decimal ninety two percent (32.92%) for all rates of pay for the MD classification.

Provide a market adjustment of seventeen decimal sixty six percent (17.66%) for all rates of pay for the SW classification.

Provide a market adjustment of thirty-eight decimal fifteen percent (38.15%) for all rates of pay for the PS classification.

Provide a market adjustment of eleven decimal thirty (11.30%) for all rates of pay for the DIT classification.

Provide a market adjustment of eleven decimal eleven percent (11.11%) for all rates of pay for the ADV/HME classification.

Provide a market adjustment of eighty-eight decimal zero six (88.06%) for all rates of pay for the DE classification.

Provide a market adjustment of zero decimal thirty-eight (0.38%) for all rates of pay for the OP classification.

Provide a market adjustment of:

VM 2: eleven decimal nineteen (11.19%)

VM3: nine decimal zero four (9.04%)

VM4: seven decimal sixty nine (7.69%)

VM5: seven decimal ninety five (7.95%)

to the VM classification rates of pay.

Appendix “B”

Education allowances: ~~Nursing Group~~ **All Classifications**

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

Column I	Column II
Education allowances	
As a registered nurse, w Where the following additional nursing education is utilized in the performance of the duties of the position:	
1. a) Recognized speciality training course including the Primary Care Skills Program, 3 to 6 months	\$605
b) Recognized speciality training course, 7 to 12 months	\$935
c) (i) Upon completion of one certificate representing one academic year of university in a field of study identified at paragraph 6 below.	\$1,650
(ii) Upon completion of two certificates each representing one academic year of university in fields of study identified at paragraph 6 below.	\$2,200
(iii) Upon completion of three certificates each representing one academic year of university in fields of study identified at paragraph 6 below.	\$2,750
2. Baccalaureate degree in nursing a health related field of study or field of study related to the employee’s professional practice, duties or responsibilities.	\$3,800 \$3,800

3. Master's degree in nursing or any other health related field of study or a field of study related to the employee's professional practice, duties, or responsibilities. approved by the Employer.	\$4,500 3,850
4. Doctorate in any health related field of study or a field of study related to the employee's professional practice, duties, or responsibilities.	\$6,000

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

Transitional provision

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

The Institute proposes to make all consequential changes to educational allowances throughout the collective agreement.

Appendix "C" "RESERVED"

The Institute proposes using this appendix for a frontline workers recruitment and retention allowance of five thousand (\$5,000) dollars per annum, retroactive to October 1, 2022.

Frontline workers are those who must normally attend a workplace of the Employer in order to perform their duties. This allowance would form part of salary for both full and part-time workers.

Appendix “D”

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

The Institute proposes to roll this allowance into the MD-MSP salary scale, making it accessible for all specialties.

Appendix “E”

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

1.
 - a. In an effort to resolve recruitment problems, the Employer will provide an allowance to Indigenous Services Canada NU-CHNs ~~permanently~~ assigned in nursing stations situated in remote and isolated First Nations communities (Type 1 and 2) for the performance of NU-CHN duties in the Health Services Group.
 - b. This allowance also applies to NU-CHN-5 Practice Consultants whose regular duties of their position requires them to utilize the skills of the expanded scope of practice while working with nurses employed in these communities. The allowance also applies to the NU-CHN-5 Assistant Zone Nursing Officers who supervise nurses employed in remote and isolated (Type 1 and 2) communities.
2. The parties agree that only the employees identified above, that is, Indigenous Services Canada NU-CHNs hired on or after the date of signing of this agreement, shall be eligible to receive a “recruitment allowance” in the following amounts and subject to the following conditions:
 - a. An initial payment of ~~two thousand two hundred and fifty~~ **six thousand seven hundred and fifty** dollars (~~\$2,2506,750~~) is paid in the month of hiring, a second (2nd) payment of ~~three thousand two hundred~~ **nine thousand seven hundred** and fifty dollars (~~\$3,2509,750~~), is paid at the end of twelve (12) months.

Recruitment allowance

In the month of hiring	At the end of the twelve (12) months after hiring
\$2,2506,750	\$3,2509,750

- ~~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.~~ **Employees can only become eligible for this allowance after they**

have received ten (10) days of pay per calendar month for twelve (12) calendar months continuous or discontinuous.

- d. Employees can only become eligible for the second payment of this allowance after they have received **ten (10) days of pay** ~~seventy-five (75) hours'~~ pay per calendar month for twelve (12) calendar months continuous or discontinuous.
- e. **Part-time employees shall be paid the amount of the allowance proportional to their hours worked.**
- f. The recruitment allowance specified above does ~~not~~ form part of an employee's salary.
- g. Employees whose employment ends prior to the end of the twelve (12) month period mentioned in (a) shall not be entitled to the second payment of this allowance.

3. Definitions

- a. "Remote community (Type 1)" means a community with no scheduled flights, minimal telephone or radio services and no road access (« communauté éloignée »).
 - b. "Isolated community (Type 2)" means a community with scheduled flights, good telephone services and no year-round road access (« communauté isolée »).
 - c. The list of remote and isolated communities can be found in Indigenous Services Canada's Community Workload Increase System (CWIS).
4. The Institute agrees that the Employer may extend this allowance to Indigenous Services Canada NU-CHNs when the Employer is of the opinion that extending such allowance is needed.
5. There is a documented process established to allow for full senior management review and decision regarding whether the level of nursing services warrants extension of these allowances to nurses working in a specific facility. This process is as follows:

The request for extension of these allowances to the nurses working in the community in question must be formally brought to the attention of management. The NU-CHN(s) in the facility will formally raise the issue in writing to the Zone Nursing Officer (ZNO) (or regional counterpart). The ZNO and the Zone Director will bring the issue forward to the Regional Nursing Officer and the Regional Director, who will review the nursing service requirements of the community.

The Office of Nursing Services will be copied on all correspondence.

The outcome of the regional review and resulting recommendations will be brought forward by the Regional Director to the Branch Executive Committee meeting for a final decision at the first available opportunity.

In the event the extension of these allowances is approved, the ~~terminable~~ allowance shall be payable retroactively to the date the original request for revision was received by the ZNO (or regional counterpart).

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

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

Appendix “F”

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

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

Terminable Retention allowance

	Annual amount	Daily amount
NU-CHN	\$5,500 16,500	\$21.08 63.24

- c. The **terminable retention** allowance specified above does ~~not~~ form part of an employee’s salary.
 - d. The allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement.
 - e. Only indeterminate employees and employees hired for term of twelve (12) month or more are eligible for this allowance.
 - f. Employees can only become eligible for this allowance after they have received ten (10) days of pay per calendar month for twelve (12) calendar months continuous or discontinuous.
3. A part-time employee shall be paid the daily amount shown above divided by seven decimal five (7.5) for each hour paid at his hourly rate of pay pursuant to clause 39.03.
4. Definitions

- a. "Remote community (Type 1)" means a community with no scheduled flights, minimal telephone or radio services and no road access (« communauté éloignée »).
 - b. "Isolated community (Type 2)" means a community with scheduled flights, good telephone services and no year-round road access (« communauté isolée »).
 - c. The list of remote and isolated communities can be found in Indigenous Services Canada's Community Workload Increase System (CWIS).
5. The Institute agrees that the Employer may extend this allowance to Indigenous Services Canada NU-CHNs when the Employer is of the opinion that extending such allowance is needed.
 6. There is a documented process established to allow for full senior management review and decision regarding whether the level of nursing services warrants extension of these allowances to nurses working in a specific facility. This process is as follows:

The request for extension of these allowances to the nurses working in the community in question must be formally brought to the attention of management. The NU-CHN(s) in the facility will formally raise the issue in writing to the Zone Nursing Officer (ZNO) (or regional counterpart). The ZNO and the Zone Director will bring the issue forward to the Regional Nursing Officer and the Regional Director, who will review the nursing service requirements of the community.

The Office of Nursing Services will be copied on all correspondence.

The outcome of the regional review and resulting recommendations will be brought forward by the Regional Director to the Branch Executive Committee meeting for a final decision at the first available opportunity.

In the event the extension of these allowances is approved, the ~~terminable~~ allowance shall be payable retroactively to the date the original request for revision was received by the ZNO (or regional counterpart).

7. The ~~terminable~~ allowance will cease where an employee is assigned or temporarily appointed to duties with no responsibility within or for Types 1 and 2 communities, for the duration of the assignment or temporary appointment. Employees participating on primary care nursing training outside the Type 1 or 2 community will continue to receive the ~~terminable~~ allowance for the period they are on training.
8. An employee shall not be entitled to the allowance for periods he is on leave without pay or under suspension.
9. An employee may receive both this allowance and that of Appendix "G": expanded role allowance, and Appendix "H": nurse-in-charge allowance, as long as he meets the provisions of both appendices.
10. An employee may not receive this allowance and the recruitment allowance in Appendix "E" during the same twelve (12) month period.
11. The parties agree that disputes arising from the application of this memorandum of understanding may be subject to consultation.

Appendix "G"

The Institute proposes a similar expanded role allowance MOU for all classifications as many consistently work in an expanded scope. The Institute proposes a discussion prior to the development of detailed language which would include the allowance being applicable to all hours worked in an expanded role and forming part of salary.

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

1.
 - a. In an effort to recognize their expanded professional role, the Employer will provide an allowance to Indigenous Services Canada NU-CHN-2, NU-CHN-3 and NU-CHN-4 employees in nursing stations situated in remote and isolated First Nations communities (Type 1 and 2) for the performance of expanded professional role.
 - b. This allowance also applies to NU-CHN-5 Practice Consultants whose regular duties of their position requires them to utilize the skills of the expanded scope of practice while working with nurses employed in these communities.
2. The parties agree that employees who perform the duties of positions identified above shall be eligible to receive an allowance in the following amounts **on all hours worked in the expanded role** and subject to the following conditions:
 - a. Commencing the first (1st) day of the month following the month during which this agreement is signed NU employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;
 - b. The employee shall receive the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. ~~This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eight eight (260.88);~~

Expanded professional role allowance

Annual amount	Daily amount
\$6,000	\$23.00

- c. The allowance specified above does ~~not~~ form part of an employee's salary.
 - d. The allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement.
3. A part-time employee shall be paid the daily amount shown above divided by seven decimal five (7.5) for each hour paid at his hourly rate of pay pursuant to clause 39.03.
4. **Definitions where applicable:**
 - a. "Remote community (Type 1)" means a community with no scheduled flights, minimal telephone or radio services and no road access (« communauté éloignée »).
 - b. "Isolated community (Type 2)" means a community with scheduled flights, good telephone services and no year-round road access (« communauté isolée »).
 - c. The list of remote and isolated communities can be found in Indigenous Services Canada's Community Workload Increase System (CWIS).
- ~~5. The Institute agrees that the Employer may extend this allowance to Indigenous Services Canada NU-CHNs when the Employer is of the opinion that extending such allowance is needed.~~
- ~~6. There is a documented process established to allow for full senior management review and decision regarding whether the level of nursing services warrants extension of these allowances to nurses working in a specific facility. This process is as follows:~~

~~The request for extension of these allowances to the nurses working in the community in question must be formally brought to the attention of management. The NU-CHN(s) in the facility will formally raise the issue in writing to the Zone Nursing Officer (ZNO) (or regional counterpart). The ZNO and the Zone Director will bring the issue forward to the~~

~~Regional Nursing Officer and the Regional Director, who will review the nursing service requirements of the community.~~

~~The Office of Nursing Services will be copied on all correspondence.~~

~~The outcome of the regional review and resulting recommendations will be brought forward by the Regional Director to the Branch Executive Committee meeting for a final decision at the first available opportunity.~~

~~In the event the extension of these allowances is approved, the terminable allowance shall be payable retroactively to the date the original request for revision was received by the ZNO (or regional counterpart).~~

7. As long as he meets the provisions of all relevant appendices, an employee may receive:
 - a. this allowance and that of Appendix "E": recruitment allowance, and/or Appendix "H": nurse-in-charge allowance.
or
 - b. this allowance and that of Appendix "F": retention allowance, and/or Appendix "H": nurse-in-charge allowance.
8. **NU-CHNS currently in receipt of the allowance**
 - a. NU-CHNS currently in receipt of the allowance at the time of signing who have not successfully completed an approved primary care skills program will have to go on the first available course offered. The Employer will endeavour to provide reasonable notice to the employees.
 - b. If the employee refuses to go on the course without a reason deemed acceptable by the Employer, the employee will cease to be eligible for this allowance. Once this employee has completed the course he will become eligible again for this allowance.
 - c. Employees currently in receipt of the allowance when being sent on the primary care skills program will continue to receive the allowance.
9. Every effort will be made by the Employer to ensure that those nurses required to perform the expanded role will have access to the primary skills nursing program within one year of appointment.
10. An employee shall not be entitled to the allowance for periods he is on leave without pay or under suspension.

The parties agree that disputes arising from the application of this memorandum of understanding may be subject to consultation.

Appendix "H"

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

1. In an effort to recognize the role of Nurse-in-Charge (NIC), the Employer will provide an allowance to Health Canada NU-CHNs, for the performance of the duties of position of NIC in the Health Services Group.
2. The parties agree than NU-CHN who performs the duties of the NIC position shall be eligible to receive an allowance in the following amount and subject to the following conditions:

- a. Commencing the first (1st) day of the month following the month during which this agreement is signed NU-CHN employees who perform the duties of the NIC position shall be eligible to receive an allowance to be paid biweekly;
- b. the employee shall receive the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. ~~This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eight eight (260.88);~~

Terminable Nurse-in-Charge allowance

	Annual amount	Daily amount
Nurse-in-Charge	\$6,000	\$23.00

- c. The terminable allowance specified above does not form part of an employee's salary.
- d. The allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement.
3. A part-time Nurse-in-Charge employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly ~~rate of pay pursuant to clause 39.03.~~
4. An employee shall not be entitled to the allowance for periods he is on leave without pay or under suspension.
5. As long as he meets the provisions of all relevant appendices, an employee may receive:
 - a. this allowance and that of Appendix "E": recruitment allowance, and/or Appendix "G": expanded role allowance;
 - or
 - b. this allowance and that of Appendix "F": retention allowance, and/or Appendix "G": expanded role allowance.
6. The parties agree that disputes arising from the application of this memorandum of understanding may be subject to consultation.

Appendix "I"

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

The Institute would like to discuss the application of this MOU and reserves a right to table language after such discussions, including its applicability to part-time employees.

Appendix "J"

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

The Institute proposes to amend this allowance making it a general recruitment and retention allowance for all psychologist should the educational allowance in Appendix B be accepted as globally applicable to all classifications.

The Institute reserves the right to amend this proposal should there be no agreement on a global educational allowance. The Institute proposes that this allowance remain pensionable and form part of salary for both full and part time psychologists.

Appendix “L”

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

1. In an effort to resolve retention and recruitment problems, the Employer will provide an allowance to NU employees who perform the duties of positions at the NU-HOS-1 through NU-HOS-6 and for NU-CHN in Correctional Service Canada (CSC) for the performance of NU duties in the Health Services Group.
2. The parties agree that NU employees who perform the duties of positions identified above shall be eligible to receive a “~~terminable~~ **recruitment and retention** allowance” in the following amounts and subject to the following conditions:
 - a. ~~Commencing on October 1, 2014, and ending September 30, 2018, NU employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;~~
 - b.
 - i. the employee shall receive the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix “A” of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eight eight (260.88);
 - ii. employees working a shift the length of which is different than the length of a standard shift:
 - A. entitlement: the employee working a shift the length of which is different than the length of a standard shift shall receive the daily amount shown below divided by seven decimal five (7.5) for each hour of his shift for which he is paid pursuant to Appendix “A” of the collective agreement;
 - B. method of payment: for employees working a shift the length of which is different than the length of a standard shift, the allowance will be paid based on the average number of **all** hours per week over a complete shift cycle.

Terminable Recruitment and retention allowance

	Annual amount	Daily amount
NU-HOS-1 through NU-HOS-6	\$4,500 9,000	\$17.25 34.50
NU-CHN	\$4,500 9,000	\$17.25 34.50

- 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.

The parties agree that disputes arising from the application of this memorandum of understanding may be subject to consultation.

Appendix “N”

Letter of Understanding Concerning the Health Services Group

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

Indigenous Services Canada will maintain and continue to apply the Second on Standby policy for all the remote and isolated communities **and when necessary, apply a third on stand-by.**

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~~

The Institute proposes to expand this LOU to all departments

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

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

Appendix “P”

Memorandum of Agreement: Regional Resource Teams

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

The Institute proposes to have the Regional Resources Team MOU included in the collective agreement.

Appendix “U”

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

The Institute proposes an increase to this allowance reflective of the classification specific proposal under Appendix A.

The Institute proposes that this allowance form part of salary to ensure that it be included in on-call, stand-by and overtime pay.

The Institute proposes to delete paragraph four (4) of the MOU to ensure eligibility for Nurse in Charge and Expanded Scope allowances:

- ~~4. As long as he meets the provisions of this appendix, an employee may not receive the allowance under Appendix "G": expanded professional role allowance, and/or Appendix "H": Nurse in Charge Allowance for Health Canada Nurses.~~

Appendix "Y"

Memorandum of Agreement Between the Treasury Board of Canada (Hereinafter called the Employer) and the Professional Institute of Public Service of Canada (Hereinafter called the Institute) in Respect of the Health Services Bargaining Unit: Joint Committee for Hours of Work

The Institute proposes to delete this Appendix.

Appendix "Z"

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

The Institute proposes to expand this MOA to include a separate committee for safety and security for employees who perform duties or responsibilities specific to CSC (that is, custody of inmates, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders) within penitentiaries or community parole offices as defined in the Corrections and Conditional Release Act, and/or CSC Commissioner Directives.

Appendix "AA"

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

The Institute proposes to have discussions on broadening the application of this LOU to other classifications within the bargaining unit, including an explicit commitment to review the compensation of the Social Worker classification and reserves the right to table language after such discussions.

**NEW Appendix
Social worker Recruitment and Retention Allowance**

The Institute proposes a recruitment and retention allowance of five thousand (\$5,000) dollars for all social workers under the collective agreement. This allowance would form part of salary and be available on a pro-rated basis for part-time employees.

**NEW Appendix
Regulatory Body Incident Reporting**

Should an employee be reported to their regulatory body by the Employer, the Employee shall be advised within one (1) working day of the report and provided with a copy of the report. If the Employer proceeds with any discipline as a result of the conduct related to the complaint, the Employer commits to following the processes prescribed by the Collective Agreement and principles of progressive discipline.

Such reports shall be made in a timely manner, and no later than thirty (30) calendar days from the incident giving rise to the report. Should a report regarding an incident not be made, the Employer shall not use the threat of reporting such incident against the Employee in the future.

**NEW Appendix
Classification Review Committee**

The Institute proposes to strike a working committee that will regularly meet to address the classification challenges facing the Pharmacists (PH) and Occupational and Physiotherapy (OP) classification challenges. This committee will be charged with developing and implementing a new classification for the Nurse Practitioners, separate and apart from the current Nursing classification. This working group will consist of equal members from the Institute and Treasury Board with equal decision making power and an internal dispute resolution process established to manage disputes. This committee shall remain available to address further classification concerns with other classifications within the Health Services Group.