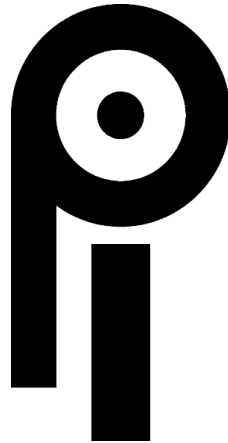


Bargaining Proposals
Presented by



The Professional Institute of the Public
Service of Canada

To

Treasury Board

On Behalf of the NR Group

January 15, 2019

PIPSC Bargaining Team

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Without prejudice, attached are the Union proposals for the negotiation of a single collective agreement covering employees who are members of the NR bargaining unit.

The Union reserves the right to present other proposals in negotiations, revised proposals, as well as counter-proposals with respect to proposals from the Employer.

The Union also proposes that articles of the agreement which are not modified, deleted or ultimately dealt with by the parties as proposals shall be renewed with only appropriate editorial modification to ensure compatibility with other articles as finally agreed.

Proposed changes are highlighted in **bold font**. Where deletions are proposed, the words have a double strikethrough “~~—~~”.

The Union reserves the right to table monetary proposals at a later time during the negotiation process.

Place holders (Central Table)

Leave

Statutory Holiday

Harassment

Pay Administration

Rates of Pay

Duration

Place holders (other tables)

RCMP

Work Force Adjustment

Article 2 Interpretation and Definitions

2.01 For the purpose of this Agreement:

"Family"

"family", except where otherwise specified in this Agreement, is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, father-in-law, mother-in-law, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, cousin, uncle, aunt, grandparent, or grandparent of spouse. In addition, this includes any relative permanently residing in the employee's household or with whom the employee permanently resides, and any person for whom the employee has a duty of care, regardless of residence.

"hourly rate of pay"

means a full-time employee's weekly rate of pay divided by thirty ~~seven decimal~~ five (35~~7.5~~) (« taux de rémunération horaire »);

Article 8 Hours of Work

Non Shift Work

8.02 The scheduled work week shall be **thirty-five (35)** ~~thirty-seven decimal five (37.5)~~ hours and the scheduled work day shall be **seven (7)** ~~seven decimal five (7.5)~~ consecutive hours, exclusive of a meal period, between the hours of **6:00 a.m.** ~~7:00 a.m.~~ and 6:00 p.m. The normal work week shall be Monday to Friday inclusive.

Flexible Hours

8.03 Upon request of an employee and the concurrence of the Employer, an employee may work flexible hours on a daily basis so long as the daily hours amount to **seven (7)**. ~~seven decimal five (7.5)~~.

Compressed Work Week

8.06 Upon request of an employee and the concurrence of the Employer, an employee may complete required hours of work in a period of other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of **thirty-five (35)** ~~thirty-seven decimal five (37.5)~~ hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.

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

Shift Work

8.08 For employees engaged in shift work, the hours of work shall average **thirty-five (35)** ~~thirty-seven decimal five (37.5)~~ hours per week over the period of a shift schedule exclusive of meal periods.

Shift Premium

8.19 An employee working a regularly scheduled shift will receive a shift premium of **three** ~~two~~ dollars (\$ **3** ~~2~~) per hour for each hour worked, including overtime hours, between 1600 and 0800.

Weekend Premium

8.20 Employees shall receive an additional weekend premium of **three** ~~two~~ dollars (\$ **3** ~~2~~) for all scheduled hours worked at straight-time hourly rates on Saturday and/or Sunday.

Article 9 Overtime

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

- a. on the employee's normal work day, at the rate of time and one-half (1 1/2) for the first seven ~~decimal five (7.5)~~ hours of overtime worked and at the rate of double (2) time for all hours of overtime in any contiguous period in excess of the first seven ~~decimal five (7.5)~~ hours;
- b. on the employee's first day of rest, at the rate of time and one-half (1 1/2) for the first seven ~~decimal five (7.5)~~ hours of overtime worked and at the double (2) time rate for each contiguous hour thereafter;
- c. on the employee's second or subsequent day of rest,
 - i. at the basis of double (2) time for each hour of overtime worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;
 - ii. notwithstanding paragraph (b) and subparagraph (c)(i) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one-half (1 1/2) for the first day worked.

9.02 When an employee is required to work on a designated holiday, compensation shall be granted on the basis of time and one-half (1 1/2) for each hour worked, in addition to the compensation that the employee would have been granted had the employee not worked on the designated holiday.

The compensation that the employee would have been granted had the employee not worked on a designated paid holiday is seven ~~decimal five (7.5)~~ hours remunerated at straight-time.

9.08

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one meal in the amount **equivalent to the NJC Directives** ~~of twelve dollars (\$12.00)~~, except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to the employee's place of work.
- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one additional meal in the amount **equivalent to the NJC Directives** ~~of twelve dollars (\$12.00)~~ except where free meals are provided. Reasonable time with pay, to be

determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

- c. Paragraphs 9.08(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

10.01 If an employee is called back to work:

- a. on a designated paid holiday which is not the employee's scheduled day of work,
or
- b. on the employee's day of rest,
or
- c. after the employee has completed the employee's work for the day and has left the employee's place of work,
and returns to work, the employee shall be paid the greater of:
 - i. the minimum of three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' pay in an eight (8) hour period,
or
 - ii. compensation at the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

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

- a. the kilometric rate normally paid by the Employer, where the employee travels by means of his/her own automobile;

or

- b. out-of-pocket expense for other means of commercial transportation.

Time spent by the employee called back to work or returning to his/her residence shall ~~not~~ constitute time worked.

Article 11 Standby

11.06 At the employee's request and at the Employer's discretion, compensation for standby may be given by granting equivalent time off in lieu of a payment. If such time off cannot be granted within the quarter in which it is earned then the payment will be made.

Article 12 Designated Paid Holidays

Addressed at the central table

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

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

Article 13 Travelling Time

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

- ~~a. on a normal working day on which the employee travels but does not work, the employee shall receive the employee's regular pay for the day;~~
- a.** on a normal working day on which the employee travels ~~and works~~, the employee shall be paid:
- i. the employee's regular pay for the day for a combined period of travel and work not exceeding **the employee's scheduled hours** ~~seven decimal five (7.5) hours~~ and
 - ii. at the applicable overtime rate for additional travel time in excess of **the employee's scheduled hours** ~~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, or fifteen (15) hours pay at the straight time rate when travelling beyond North America;~~
- b.** on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled ~~to a maximum of twelve (12) hours pay at the straight time rate, or fifteen (15) hours pay at the straight time rate when travelling beyond North America.~~

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

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

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

13.08 ~~9~~ Travel Status Leave

- a. An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for **twenty (20)** ~~forty (40)~~ nights during a fiscal year shall be granted seven decimal five (7.5) hours off with pay. The employee shall be credited with an additional seven decimal five (7.5) hours off for each additional twenty 20 nights that the employee is away from his or her permanent residence to a maximum of eighty (80) nights.
- b. The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.
- c. This leave with pay is deemed to be compensatory leave and is subject to clause 9.06.

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

Article 14 Leave - General

14.06 Leave credits will be earned on a basis of a day being equal to seven ~~decimal five~~ (7.5) hours.

14.07 When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day, except for Bereavement Leave With Pay where a day is a calendar day.

14.08

- a. When an employee becomes subject to this Agreement, the employee's earned daily leave credits shall be converted into hours on the basis of one day being equal to seven ~~decimal five~~ (7.5) hours.
- b. When an employee ceases to be subject to this Agreement, the employee's earned hourly leave credits shall be converted into days on the basis of seven ~~decimal five~~ (7.5) hours being equal to one day.

Article 15 Vacation Leave

Accumulation of Vacation Leave Credits

15.02 An employee shall earn vacation leave credits for each calendar month during which the employee receives pay for at least **seventy (70)** ~~seventy five (75)~~ hours at the following rate: **Effective April 1st 2019, on a going forward basis, vacation leave credits shall accumulate at half (½) day per year of service plus twenty (20) days.**

Notwithstanding the above, effective April 1, 2019, on a going forward basis, persons who were entitled to earn vacation leave credits greater than four (4) weeks per year while employed outside the Core Public Administration are eligible, at the discretion of the Deputy Head, to keep earning their vacation leave credits at the same rate as prior to being appointed, provided the employee demonstrates that his/her vacation entitlement was greater than four (4) weeks per year, not including sick or discretionary leave while employed.

- ~~a. nine decimal three seven five (9.375) hours until the month in which the employee's eighth (8th) anniversary of service occurs;~~
- ~~b. twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;~~
- ~~c. thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~
- ~~d. fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~
- ~~e. fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;~~
- ~~f. sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty seventh (27th) anniversary of service occurs;~~
- ~~g. eighteen decimal seven five (18.75) hours per month commencing with the month in which the employee's twenty eighth (28th) anniversary of service occurs.~~

Recall From Vacation Leave

15.08 Where, during any period of vacation leave, an employee is recalled to duty, the employee shall be reimbursed for **actual** ~~reasonable~~ expenses, ~~as normally defined by the Employer,~~ incurred:

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

employee was recalled, after submitting such accounts as are normally required by the Employer.

15.09 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 15.08 to be reimbursed for **actual reasonable** expenses incurred by the employee.

Cancellation or Alteration of Vacation Leave

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

15.17

- a. Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 15.03.
- b. The vacation leave credits provided in paragraph 15.17(a) and (b) above shall be excluded from the application of clause 15.07 dealing with the Carry-Over of Vacation Leave.**

Article 17 Other Leave With or Without Pay

Addressed as a Central Table issue

17.01 General

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

17.02 Bereavement Leave With Pay

New definition of "family" in Article 2.01

- a. When a member of the ~~immediate~~ family dies, an employee:
 - i. shall be entitled to bereavement leave with pay. Such bereavement leave, 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 for that employee;
 - 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 per year to attend the memorial commemorating a non-family member**
- e. It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department or their delegate may, after considering the particular circumstances involved, grant leave with pay for a period greater or in a manner other than that provided for in subparagraph 17.02(a)(i) and paragraph 17.02 (d).

17.09 Leave Without Pay for the Care of ~~Immediate~~ Family

Subject to operational requirements, an employee shall be granted leave without pay for the care of ~~immediate~~ family in accordance with the following conditions:

Remove the definition of immediate family and introduce new definition of family in Article 2.01

- ~~a. For the purpose of this clause, immediate family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of spouse or common-law partner) parents (including stepparents or foster parent) or any relative permanently residing in the employee's household or with whom the employee permanently resides;~~
- a. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless such notice cannot be given, because of an urgent or unforeseeable circumstance;
 - b. leave granted under this clause shall be for a minimum period of three (3) weeks;
 - c. the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the public service;
 - d. leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of continuous employment for the purposes of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave;
 - e. time spent on such leave for more than three (3) months shall not be counted for pay increment purposes.

Compassionate Care Leave

- f. Notwithstanding paragraphs 17.09 (a) and 17.09 (c) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt or awaiting these benefits.
- g. Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (d) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.
- h. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.
- i. When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (g) and (h) above cease to apply.

17.10 Leave Without Pay for Personal Needs

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

- a. ~~Subject to operational requirements,~~ **Request for** leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.
- b. ~~Subject to operational requirements,~~ **Request for** leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
- c. An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during the employee's total period of employment in the public service. Leave without pay granted under this clause may not be used in combination with maternity, parental or adoption leave without the consent of the Employer.
- d. Leave granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- e. Leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

17.12 Leave With Pay for Family-Related Responsibilities

~~For the purpose of this clause, family is defined as~~ **Introduce new definition of family in Article**

2.01

- ~~i. spouse (or common law partner resident with the employee),~~
 - ~~ii. children (including children of legal or common law partner or step children and ward of the employee),~~
 - ~~iii. parents (including step parents or foster parents), father in law, mother in law,~~
 - ~~iv. brother, sister, step brother, step sister,~~
 - ~~v. grandparents of the employee,~~
 - ~~vi. any relative permanently residing in the employee's household or with whom the employee permanently resides, or~~
 - ~~vii. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.~~
- a. The total leave with pay which may be granted under this clause shall not exceed **forty-two (42)** ~~thirty-seven decimal five (37.5)~~ hours in a fiscal year.

- b. The Employer shall grant leave with pay under the following circumstances:
- i. an employee is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude the employee's absence from work; however, when alternate arrangements are not possible an employee shall be granted leave with pay for a medical or dental appointment when the family member is incapable of attending the appointment without accompaniment, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify the employee's supervisor of the appointment as far in advance as possible;
 - ii. to provide for the immediate and temporary care of a sick or elderly member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
 - iii. leave with pay for needs directly related to the birth or to the adoption of the employee's child;
 - iv. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
 - v. ~~to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;~~ **to provide for the immediate and temporary care of a child where, due to unforeseen circumstances, usual childcare arrangements are unavailable. This also applies to unexpected school closures for children aged fourteen (14) and under, or to children over the age of fourteen (14) who have special needs.**
 - vi. **To provide time for the employee to make alternative arrangements in the event of fire or flooding to the employee's residence;**
 - vii. **to provide time for the employee to make alternative arrangements in the event of safety and security emergencies;**
 - viii. Seven ~~decimal five (7.5)~~ **forty-two (42)** ~~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.
- f. under this clause, the employee shall be granted bereavement leave and the employee's paid leave credits shall be restored to the extent of any concurrent bereavement

17.14 Personnel Selection Leave With Pay

Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the public service, as defined in Schedule I and IV of the Financial Administration Act, the employee is entitled to leave with pay **and to a suitably equipped location** for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for

the employee to travel to and from the **location** ~~place~~ where the employee's presence is ~~so~~ required. This clause applies equally in respect of the personnel selection processes related to deployment.

~~17.17 Volunteer Leave~~

~~Effective on April 1st, 2018, Clause 17.17 Volunteer Leave is deleted from the collective agreement.~~

- ~~a. Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours or two periods of up to three decimal seven five (3.75) hours each of leave with pay to work as a volunteer for a charitable or community organisation or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.~~
- ~~b. The leave will be scheduled at a time convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.~~

17.20 Other Leave With Pay

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

~~b. Personal Leave~~

- ~~i. Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours or two (2) periods of up to three decimal seven five (3.75) hours each of leave with pay for reasons of a personal nature.~~
- ~~ii. The leave will be scheduled at a time convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.~~

~~Effective on April 1, 2018, clause 17.20 b) is amended to reflect the following:~~

b. Personal Leave

- i. Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, up to fifteen (15) hours of leave with pay for reasons of a personal nature. ~~This leave can be taken in periods of seven decimal five (7.5) hours or three decimal five seventy five (3.575) 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.

17.21 Other Leave Without Pay

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

Article 18 Career Development

General

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

The parties recognize the benefits of participation in the operation and management of professional licensing or governing body.

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

Attendance at Conferences and Conventions

18.03

- a. Career development refers to an activity which is, in the opinion of the Employer, likely to be of assistance to the employee in furthering his career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - i. a course given by the Employer;
 - ii. a course offered by a recognized academic institution;
 - iii. a seminar, convention or study session in a specialized field directly related to the employee's work; or
 - iv. a course or seminar offered by the employee's professional association.
- b. The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- c. In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to the employee's field of specialization, subject to operational constraints.
- d. The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- e. 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.
- f. 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 payment of convention or conference registration fees and reasonable travel expenses.

- g.** An employee falling under Article 18.03 ~~is and shall not~~ be entitled to ~~any~~ compensation under Article 9, Overtime, and 13, Travelling Time, in respect of hours the employee is in attendance at or travelling to or from a conference or convention under the provisions of this clause, ~~except as provided by paragraph (e).~~ **For clarity, this clause is not applicable to employees on leave without pay.**

Professional Development

18.04

- a. The parties to this Agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:
- i. to participate in workshops, short courses, committees, events or similar out-service programs to keep up to date with knowledge and skills in their respective fields, to acquire profession specific credits required to complete or maintain current licensing/registration standards,
 - ii. to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer,
 - iii. to carry out research in the employee's field of specialization not specifically related to assigned work projects when in the opinion of the Employer such research is needed to enable the employee to perform the employee's assigned role,
 - iv. to participate in language workshops, or courses or immersion programs to improve and/or attain their language competencies.
- b. Subject to the Employer's approval an employee shall receive leave with pay in order to participate in the activities described in paragraph 18.04(a).
- c. An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.
- d. When an employee is selected by the Employer for professional development under this clause the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- e. An employee selected for professional development under this clause shall continue to receive the employee's normal compensation including any increase for which the employee may become eligible. ~~The employee shall not be entitled to any compensation under Articles 9, Overtime, and 13, Travelling Time, while on professional development under this clause.~~

An employee shall be entitled to compensation under Article 9, Overtime, and 13, Travelling Time, in respect of hours the employee is in attendance at or travelling to or from a professional development activity under the provisions of this clause. For clarity, this clause is not applicable to employees on leave without pay.

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

Selection Criteria

18.05

- a. The Employer shall establish selection criteria for granting leave under clauses 18.02 through 18.04. A copy of these criteria will be provided to an employee who so requests and to the Institute Representative on the Departmental Career Development Consultation Committee. The Employer, on request, will consult with the Institute Representative on the Committee with regard to the selection criteria.
- b. All applications for leave under clauses 18.02 through 18.04 will be reviewed by the Employer. A list of the names of the applicants to whom the Employer grants **or denies** leave under clauses 18.02 through 18.04 will be provided to the Institute Representative on the Departmental Career Development Consultation Committee.

Joint Institute/Treasury Board Career Development Committee

18.07

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

Article 19 Severance Pay

19.04 Appointment to a Separate Agency

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

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

Article 21 Annual Registration or Membership Fees

21.01 Upon receipt of proof of payment, the Employer shall reimburse as **a disbursement, the following**:

- a. Payment of one registration or membership fee to one organization or governing body to be certified as a professional engineer in Canada **or as a certified geomatics specialist in Canada** or as a land surveyor in Canada **or as an urban planner in Canada** or as a professional architect in Canada or as a ~~full member of a professional association as a~~ landscape architect **in Canada**.

or

- b. Payment of registration or membership fee paid to organizations or governing bodies to be certified as a professional engineer in Canada **and/or as a certified geomatics specialist in Canada** and/or as a land surveyor in Canada **and/or as an urban planner in Canada** and/or as a professional architect in Canada and/or as a ~~full member of a professional association as a~~ landscape architect **in Canada**, when the payment of such fees is a requirement for the continuation of the performance of the duties of an employee's position.

Reimbursement covered by this article does not include arrears of previous years' fees.

Article 22 Diving Allowance

22.01 Employees whose job duties require them to dive (as that word is hereinafter defined) shall be paid an extra allowance of **twenty-five dollars (\$25)** ~~fifteen dollars (\$15)~~ per hour. The minimum allowance shall be two (2) hours per dive.

Article 25 Safety and Health

25.02 Safe and Secure Parking for Shift Workers

Shift work employees required to arrive or depart outside of the hours of 06:00 to 18:00 will be provided with safe and secure parking on premises at the employer's expense.

Article 28 Use of Employer Facilities

Bulletin Boards

28.02 Reasonable space on **the employer's** bulletin boards ~~including~~ electronic bulletin boards **and access to the employer's communication facilities including email, ~~where available~~** will be made available to the Bargaining Agent for the posting of ~~official~~ notices, in convenient locations determined by the Employer and the Institute. Notices or other materials shall require the prior approval of the Employer, except notices relating to the business affairs of the Institute and social and recreational events. The Employer shall have the right to refuse the posting of any information which it considers adverse to its interests or to the interests of any of its representatives.

Article 29 Information

29.01 The Employer agrees to supply the Institute on a quarterly basis with a list of all employees in the bargaining unit, **casual employees and contractors**. The list referred to herein shall include the name, **employment status including term duration**, employing department, **branch, directorate**, geographical location, classification of the employee/**contractor** and shall be provided within one month following the termination of each quarter. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees **and contractors**.

Article 31 Leave for Labour Relations Matters

Modify language to reflect the August 20, 2018 agreement between TB and PIPSC on union leave (continuation of pay during union leave)

31.01 Public Service Labour Relations and Employment Board Hearings

Complaints Made to the Public Service Labour Relations and Employment Board Pursuant to Section 190(1) of the Public Service Labour Relations Act

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

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

31.03 Employee Called as a Witness

The Employer will grant leave with pay:

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

31.04 **Federal Public ~~Service~~ Sector Labour Relations and Employment Board Essential Services Hearing, Arbitration Board, Public Interest Commission and Alternative Dispute Resolution Process**

Where operational requirements permit, the Employer will grant leave with pay to an employee representing the Institute before **Federal Public ~~Service~~ Sector Labour Relations and Employment Board Essential Services Hearing**, an Arbitration Board, Public Interest Commission or an Alternative Dispute Resolution Process.

31.12 Meetings Between the Institute and Management

Where operational requirements permit, the Employer will grant leave with pay, **including reasonable preparation, and travel time where applicable**, to an employee to attend meetings with management on behalf of the Institute.

Article 32 Contracting Out

~~32.01 The Employer will continue past practice in giving all reasonable consideration to continued employment in the public service of employees who would otherwise become redundant because work is contracted out.~~

32.01 The Employer shall plan to use existing employees or hire new indeterminate or term employees as needed prior to contracting out work described in the Bargaining Certificate and the Group Definition. However, to meet short-term operational needs, public service managers may choose to contract professional services in certain circumstances instead of making an appointment pursuant to the Public Service Employment Act.

32.02 The Employer will follow best practices in giving all reasonable consideration to continued employment in the public service of employees who would otherwise become redundant because work is contracted out.

32.03 Through Labour Management Consultation Committees, or through another forum as agreed upon by both parties, Departmental and PIPSC representatives shall meet to discuss existing and development of staffing plans and issues associated with contracting out, such as but not limited to:

- impacts on working conditions for PIPSC members,
- management of contractors delivering services,
- anticipated length of term for contractor(s)
- knowledge transfer to Departmental staff,
- alternatives to use of external contractors for services typically provided in-house,
- use of secondment or deployment from other departments.
- Ensuring that no full time positions will be removed from the organization as a result of Contracting Out.

32.04 Contracting Out shall normally only be considered for:

- (a) contracts that will not result in the loss of positions currently occupied by PIPSC members.**
- (b) short term needs (less than two years) that cannot reasonably be addressed by existing staff**
- (c) work requiring specialized knowledge or training not available for existing staff**
- (d) longer term requirements when it is clearly demonstrated that use of external contractors is the only viable solution for delivery of the service.**

32.05 Employees potentially affected by an anticipated Workforce adjustment shall be retained in preference to the continuation of a contractor provided the employee is capable of performing the necessary work.

Article 37 Joint Consultation

37.02 The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties and shall include consultation regarding career development **and contracting out.** Consultation may be at the local, regional or national level as determined by the parties.

37.03 ~~Whenever possible~~, the Employer shall consult with representatives of the Institute at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

Joint Consultation Committee Meetings

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

Article 40 Part-Time Employees

The Institute reserves the right to introduce language at a later date

Article 41 Employee Performance Review and Employee Files

41.01 For the purpose of this article:

- a. a formal assessment and/or appraisal of an employee's performance means any written assessment and/or appraisal by any supervisor of how well the employee has performed assigned tasks during a specified period in the past. **A formal assessment and/or appraisal of an employee's assessment must not be based on or reference any competency or behaviour which could be, has been or will be subject to discipline.**
- b. formal assessment and/or appraisals of employee performance shall be recorded on a form prescribed by the Employer for this purpose.
- c. if, during the employee performance review, either the form or instructions have changed they shall be given to the employee.

NEW

Performance appraisal

XX.01 At the beginning of the appraisal period, the employer will clearly articulate and provide in writing to the employee, the required performance standards and performance objectives used to assess their performance.

XX.02 An employee will not be evaluated on those performance objectives that require training where such training is not available or has not been provided.

Article 43 Sexual Harassment

Addressed as a central issue

Article 44 No Discrimination

The Institute reserves the right to introduce language at a later date

Article 45 Penological Factor Allowance

General

A Penological Factor Allowance (PFA) shall be payable to incumbents in some positions in the bargaining units ~~which are in the Correctional Service Canada~~, subject to the following conditions.

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

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

45.03 Amount of PFA

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

Replace current allowances with a \$25.00/hour allowance regardless of the security level.

Application of PFA

45.04 Penological Factor Allowance shall ~~only~~ **also** be payable to the incumbent of a position on the establishment of, **or providing service to**, ~~loaned to~~, Correctional Staff Colleges, Regional Headquarters, and National Headquarters, when the conditions described in clause 45.01 above are applicable.

45.05 The applicability of PFA to a position and the position's level of PFA entitlement, shall be determined by the Employer following consultation with the bargaining agent.

45.06 Except as prescribed in clause 45.09 below, an employee shall be entitled to receive PFA for **every hour** ~~any month in which the employee receives a minimum of seventy five (75) hours pay in a position(s)~~ to which PFA applies.

~~45.07 Except as provided in clause 45.08 below, PFA shall be adjusted when the incumbent of a position to which PFA applies, is appointed or assigned duties in another position to which a different degree of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one position to which PFA applies, the employee shall receive the higher allowance, provided the employee has performed duties for at least seventy five (75) hours as the incumbent of the position to which the higher allowance applies.~~

~~45.08 When the incumbent of a position to which PFA applies, is temporarily assigned to a position to which a different level of PFA, or no PFA, applies, and when the employee's basic monthly pay entitlement in the position to which the employee is temporarily assigned, plus PFA, if applicable, would be less than the employee's basic monthly pay entitlement plus PFA in the employee's regular position, the employee shall receive the PFA applicable to the employee's regular position.~~

Article 46 Pay

“Pay Administration” and “Rates of Pay” to be discussed at the central table

Article 48 Duration

“Duration” to be discussed at the central table

Appendix A

In addition to the “Rates of Pay” to be addressed at the central table, the following are group specific proposals:

The Union is seeking wage parity with Ontario professionals employed in similar occupations and levels for all of its members, notwithstanding where they reside in Canada.

Appendix B

Memorandum of Agreement between the Treasury Board and the Professional Institute of the Public Service of Canada - Hours of Work

The Institute reserves the right to introduce language at a later date

Appendix C

Memorandum of Agreement - Sea Trials

Employees in the Engineering and Land Survey Group ~~employed by the Department of National Defence~~ engaged in Sea Trials under the following conditions will be remunerated in accordance with the terms below:

1.
 - a. When an employee is scheduled to proceed to sea beyond the harbour limits aboard a ~~Naval~~ Vessel, Submarine, Auxiliary Vessel or Yardcraft for the purpose of conducting trials, repairing defects or dumping ammunition, the employee shall be paid for all hours actually worked, at the applicable rate of pay, i.e. at straight time for the employee's daily hours of work and at the appropriate overtime rate for additional hours,
or
for all hours aboard, up to a maximum of fifteen (15), at straight-time, whichever is greater.
 - b. In addition, an employee shall receive a submarine trials allowance equal to twenty-five per cent (25%) of the employee's basic hourly rate for each completed one-half (1/2) hour the employee is required to be in a submarine.

Appendix E

Workforce adjustment

This issue is being negotiated centrally

Appendix “G”

Memorandum of Agreement between the Treasury Board (Hereinafter Called the Employer) and the Professional Institute of Public Service of Canada (Hereinafter Called the Institute) on Supporting Employee Wellness

This issue is being negotiated centrally

NEW ARTICLE PHOENIX-PAY RELATED ISSUES

Addressed as a central issue

The Institute reserves the right to introduce language at a later date

NEW ARTICLE WORKPLACE RELATED ISSUES

Telework and Office Space

The Institute reserves the right to introduce language at a later date

NEW ARTICLE DOMESTIC VIOLENCE

The Institute reserves the right to introduce language at a later date

NEW ARTICLE RCMP CM SPECIFIC WORKING CONDITIONS

Addressed as a central issue

The Institute reserves the right to introduce language at a later date

NEW Article Professional Integrity

The parties recognize that providing objective, evidence-based, non-partisan analysis and advice is fundamental to the values and ethics of the public service, as reflected in the Values and Ethics Code for the Public Sector. No employee shall be expected to act in a manner that is inconsistent with the principle of providing objective, evidence-based, non-partisan analysis and advice.

New Appendix Scientific Integrity

Reference to the Memorandum of Agreement appended to the SP and RE collective agreements