

de la fonction publique du Canada

Without Prejudice, E&OE – PIPSC Demands November 16, 2018 RE Group – TBS Bargaining

Bargaining Proposals

Presented by:

The Professional Institute of the Public Service of Canada

Tο

Treasury Board of Canada

On Behalf of the Employees in the Research Bargaining Unit (RE) **Employees** the Occupational for in **Classifications:**

Historical Research (HR) Mathematics (MA) Scientific Research (SE) **Defence Scientific Service (DS)**



PIPSC BARGAINING TEAM

Bargaining Team President

Matthew R. MacLeod

Group : DS

Department : DND

Bargaining Team Member

Elizabeth Campbell

Group: HR

Department: LAC

Bargaining Team Member

John Donohue Group : DS

Department: DND

Bargaining Team Member

Jason Rancourt Group : SE-REM

Department : HEALTH

Bargaining Team Member

M. Robin Anderson Group : SE-RES

Department : DFO

Bargaining Team Member

Eric Hortop Group : MA

Department: STATSCAN

Bargaining Team Member

Jean A. Bérubé Group : SE-RES

Department : NRCAN

Negotiator

Nicholas Pernal, PIPSC

Without Prejudice, E&OE PIPSC Demands November 16, 2018 RE Group – TBS Bargaining

Listed below you will find our bargaining proposals submitted for this round of negotiations to amend the collective agreement between the Research (RE) Group of the Professional Institute of the Public Service of Canada which expired on September 30, 2018. 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 are highlighted in **bold** type. Proposed additions are also **underlined** and proposed deletions are identified by a **strikethrough** or "-".

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 term 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. PIPSC reserves the right to submit additional proposals after receiving this information.

PIPSC proposes the renewal of all appendixes to the collective agreement and memoranda of understanding or agreement.

Central Table proposals

All agreed items tabled centrally are to be included in this Collective Agreement.

Should no agreement be reached at the central table, the central table issues will revert back to this table for negotiation, including economic increase and duration.

GENDER INCLUSIVE LANGUAGE

The Union wishes to discuss the use of inclusive gender neutral language in the collective agreement, and the use of epicene writing in the French language version of the agreement.

Without Prejudice, E&OE PIPSC Demands November 16, 2018 RE Group – TBS Bargaining

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 The Employer will act reasonably, fairly and in good faith in administering this Agreement.

ARTICLE 7 PUBLICATIONS AND AUTHORSHIP

Preamble

The parties recognize the need to promote creativity and innovation. For the purpose of this article: "Publication" shall include, for example, scientific and professional papers, <u>data sets</u>, articles, manuscripts, monographs, audio and visual products, and computer software.

- **7.01** The Employer agrees to continue the present practice of ensuring that employees have ready access to <u>load, transform, use, access and store</u> all publications considered necessary to their work by the Employer.
- **7.02** The Employer agrees that publications prepared by an employee, within the scope of his employment, will be retained on appropriate departmental files for the normal life of such files. The Employer will not unreasonably withhold permission for publication. At the Employer's discretion, recognition of authorship will be given where practicable in departmental publications.
- **7.03** When an employee acts as a sole or joint author or editor of a publication, the authorship or editorship shall normally be acknowledged on such publication.

7.04

- a. The Employer may suggest revisions to a publication and may withhold approval to publish.
- b. When approval for publication is withheld, the author(s) shall be so informed in writing of the reasons, if requested by the author(s).
- c. Where the Employer wishes to make changes in a publication with which the author does not agree, the employee shall not be credited publicly if the employee so requests.

7.05 (new) The employer recognizes that access to an efficient internet network is paramount for effective use of publications, data, computers, and computer software. The employer shall:

- a. provide access to an internet bandwidth equivalent to the average high-speed bandwidth of private internet service providers in the area of work; and
- b. higher speed access to effectively access and manipulate large datasets deemed necessary to their work by the Employer.

ARTICLE 9 OVERTIME

This article does not apply to employees classified as SE who work a flexible work year.

Clauses 9.02, 9.03 and 9.08 do not apply to the following:

- employees performing field or sea research work;
- employees classified as DS and performing field work.

General

- 9.01 All calculations for overtime shall be based on each completed period of fifteen (15) minutes.
- 9.02 Except in cases of emergency, call-back, stand-by or mutual agreement the Employer shall whenever possible give at least twelve (12) hours' notice of any requirement for the performance of overtime.
- 9.03 Overtime compensation

Subject to clauses 9.04 and 9.05, When an employee is 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 each hour of overtime worked;
- b. on the employee's first (1st) day of rest, at the rate of time and one-half (1 1/2) for each hour of overtime worked;
- c. on the employee's second (2nd) or subsequent day of rest, at double (2) time for each hour of overtime worked. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;
- d. notwithstanding paragraph (c) 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 (1st) day worked;
- e. compensation for work on a paid holiday will be in accordance with clause 12.05.

9.04 Employees on field or sea research work (except DS)

An employee on field or sea research work who is not classified as DS shall be compensated for authorized overtime performed on an hour-for-hour basis for all hours worked on a designated paid holiday or a day of rest. No remuneration shall be paid for overtime performed during the normal work week.

9.05 Employees classified as DS on field work

An employee on field work who is classified as DS and is required by the Employer to work overtime shall be compensated as follows:

- a. on his normal work day, at the rate of time and one-half (1 1/2) for each hour of overtime worked in excess of thirty-seven decimal five (37.5) hours in any one work week up to a maximum of three (3) hours' pay at the time and one-half (1 1/2) rate on any normal work day;
- b. on a day of rest, at the rate of time and one-half (1 1/2) for each hour of overtime worked up to a maximum of nine (9) hours at the time and one-half (1 1/2) rate;
- c. on a designated paid holiday, at the rate of time and one-half (1 1/2) for each hour of overtime worked up to a maximum of nine (9) hours at the time and one-half (1 1/2) rate plus his regular pay for the day.

[..]

ARTICLE 12 DESIGNATED PAID HOLIDAYS

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

- a. New Year's Day,
- b. Good Friday,
- c. Easter Monday,
- d. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
- e. National Indigenous Peoples Day

(Renumber accordingly)

[..]

ARTICLE 14 TRAVELLING TIME

14.01 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 he travels but does not work, the employee shall receive his regular pay for the day.
- b. On a normal working day on which he travels and works, the employee shall be paid:
 - i. his regular pay for the day for a combined period of travel and work not exceeding seven decimal five (7.5) hours, and
 - ii. at the applicable overtime rate for additional travel time in excess of a seven decimal five (7.5) hours 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 <u>all</u> hours travelled to a maximum of twelve (12) hours' pay at the straight-time rate.

[..]

14.07 Travelling time shall include time necessarily spent at each stop-over en route **up to a maximum of five (5) hours** provided that such stop-over does not include an overnight stay.

14.08 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.

(renumber accordingly)

[..]

14.09 Travel leave status

- 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 or her permanent residence for forty (40) twenty (20) nights during a fiscal year shall be granted one (1) day off with pay. The employee shall be credited with one (1) additional day off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.
- b. The maximum number of days off earned under this clause shall not exceed five (5) days 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 clauses 9.06 and 9.07.

Without Prejudice, E&OE PIPSC Demands November 16, 2018 RE Group – TBS Bargaining

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

ARTICLE 19 CAREER DEVELOPMENT

19.03 Conferences and professional development

The parties to this agreement recognize that attendance at professional or scientific conferences, symposia, workshops and other gatherings of a similar nature constitutes an integral part of an employee's professional activities and that attendance and participation in such gatherings, as well as carrying out research in the employee's field of specialization not specifically related to the employee's assigned work projects, is recognized as an important element in enhancing creativity in the conduct of scientific research or professional development. In this context, the parties also recognize the importance of research networking with national and international peers and active participation in the business and organization of relevant scientific and professional societies.

a. Professional or scientific conferences

- i. An employee will attend professional or scientific conferences when it is deemed by management that such attendance will benefit the research program or the employee's career development.
- ii. Each employee will have the opportunity to attend conferences, symposia, workshops, and other gatherings of a similar nature, which the employee deems relevant and beneficial to the research program or the employee's career development. The Employer shall **make a reasonable effort to** approve the employee's request subject to operational requirements.
- iii. To the above end, the employer shall set aside a minimum of one opportunity per year, per employee, ensuring that all have access to 37.5 hours per annum, exclusive of travel, to participate in activities described in section 19.03 of the collective agreement.
- iv. An employee may voluntarily not consume all or part the preceding allotment, in order to take a maximum of 75 hours in another year.

(renumber)

- v. Upon request, an employee who is refused attendance at a conference will be provided with the reason for refusal in writing.
- vi. An employee who attends such a conference, symposium, workshop, and other gatherings of a similar nature, shall be considered to be on duty and, as required, in travel status.
- vii. An employee shall not be entitled to any compensation under Article 14: travelling time, in respect of hours the employee is travelling to or from a conference or similar gathering.

b. Professional Development

- i. The parties recognize the desirability of improving professional standards by giving employees the opportunity:
 - A. to conduct research or to perform work related to their normal research programs in institutions or locations other than their normal place of work, including non-public service locations,
 or
 - B. to carry out research in the employee's field of specialization not specifically related to the employee's assigned work projects when in the opinion of the Employer such research is needed to enable the employee to perform the employee's assigned role more adequately.
 - C. to participate in language workshops, or courses or immersion programs to attain, improve and/or maintain their language competencies, or
 - D. on the job training, such as acting assignments, short term deployments, and secondments.
- ii. An employee, in consultation with the Employer, may apply at any time for professional development under this clause, and the Employer shall make a reasonable effort to grant such professional assignments subject to operational requirements.
- iii. An employee may be selected by the Employer for such development under this clause, in which case the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- iv. An employee selected for professional development under this clause will continue to receive the employee's normal compensation including any increase or improvement for which the employee may become eligible.
- v. 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, including expenses under the NJC Foreign Service Directive where appropriate.
- vi. <u>Upon request, an employee who is refused professional development will</u> <u>be provided with the reason for refusal in writing.</u>

19.04 Selection criteria

a. The Parties recognize that timely travel approvals result in lower travel cost.

Final approval or denial of request made pursuant to clause 19.03 shall be communicated to the Employee within sixty (60) calendar days of the initial request or fourteen (14) calendar days from the registration deadline of the

conference or professional development opportunity, whichever is earlier.

(renumber)

- b. Should the Employer The Employer shall establish selection criteria for granting leave under clauses 19.02 and 19.03 for a specified classification, and a copy of these criteria shall 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.
- c. All applications for leave under clauses 19.02 and 19.03 will be reviewed by the Employer. A list of the names of the applicants to whom the Employer grants leave under clauses 19.02 and 19.03 will be provided to the Institute Representative on the Departmental Career Development Consultation Committee.

19.05 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. The Departmental Career Development Consultation Committee will gather statistics by Department and by classification on the requests made under 19.03 including the number of requests, the nature of the requests and the number of approvals and denials.

ARTICLE 22 REGISTRATION FEES

22.03 When the payment of membership or registration fees to an organization or governing body is not a requirement for the continuation of the performance of the duties of an employee's position:

The Employer will reimburse some costs related to an employee's membership fee to a professional or scientific society that is linked to an employee's area of expertise, linked to the conduct of their research at work, and when the Employer is satisfied that the costs incurred for the employee by the Crown for expenses on relevant scientific and professional activities such as conference registration, publication fees, or training are lower than what would otherwise be incurred as a result of that membership.

Where documentation is provided and the Employer is satisfied that the difference between non-membership and membership fees associated with relevant scientific and professional activities could have realized financial savings for the Crown, the employee will be reimbursed either:

- the yearly cost of the membership;
 or
- ii. the savings that would have been realized linked to the employee's membership,

whichever is less but not exceeding one thousand five hundred dollars (\$1000) (\$1,500).

This clause becomes effective on April 1, 2017. (transitional provision)

ARTICLE 23 ALLOWANCES

23.02 Flying allowance

- a. An employee, except an employee in receipt of a responsibility allowance, who in the performance of his duties is required to work in <u>an</u> <u>experimental</u> aircraft whilst in flight, shall receive an allowance of one hundred dollars (\$100.00) per month provided that he completes not less than fifteen (15) hours in the performance of such duties during any period of three (3) consecutive months.
- b. For the purposes of this clause an experimental aircraft is defined as an aircraft for which the Ministry of Transport has issued a flight permit valid for the purpose of experimental research.

23.03 Field or sea research allowance

This clause does not apply to employees classified as DS.

- a. An employee who meets the conditions set forth below shall be paid a field or sea research allowance of three hundred and forty dollars (\$340.00) for each fifteen (15) calendar day period, provided that:
 - i. he completes a minimum of fifteen (15) calendar days on field or sea research work in a consecutive three hundred and sixty-five (365) day period,
 - ii. the minimum number of days referred to in (i) is made up of periods of not less than two (2) consecutive calendar days.
- b. Once the conditions of (a)(i) and (ii) are met, an employee shall be paid on a pro rata basis for periods of field or sea research work of less than fifteen (15) calendar days.

An employee shall be paid a field or sea research allowance of thirty-five dollars (\$35.00) for every completed day of field or sea research work.

ARTICLE 29 USE OF EMPLOYER FACILITIES

29.02 Bulletin boards

Reasonable space on <u>the employer's</u> bulletin boards, including electronic bulletin boards <u>and access to the employer's communication facilities including email</u>, 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.

[..]

29.04 (NEW)

The employer will provide a readily available confidential environment or meeting space for employees to meet with a PIPSC steward or staff representative in each work location.

ARTICLE 45 PAY

45.07 Acting pay

This clause does not apply to employees classified as DS.

When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for the required number of three (3) consecutive working days, 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 acting period in which the employee acts.

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.

Employees classified as SE shall not be entitled to acting pay when substantially performing the duties of a position of a higher classification level classified as SE-RES.

Employees classified as DS shall not be entitled to acting pay when they substantially perform the duties of a position of a higher classification level classified as DS, except when the duties include functions of an incumbent in the DS management stream. In cases where the incumbent in the management stream is at a lower or equivalent classification level to the employee, the employee shall receive acting pay as if they were appointed to the next higher classification level.

- a. The required number of consecutive working days referred to in clause 45.07 is as follows:
 - five (5) consecutive working days for employees classified as HR;
- b. For employees classified as SE, the wording of clause 45.07 does not apply. In its place the following applies:

When an employee is required by the Employer to substantially perform the duties of a position of a higher classification level, other than one classified as SE-RES, on an acting basis, for a period of at least five (5) consecutive days 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. 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.

APPENDIX A

The Union wishes to discuss the pay notes, the structure and composition of the pay tables, and specific economic increases for certain occupational groups. These discussion would be in in addition to any discussions on a general economic increase currently being discussed at the PIPSC central table.

The Union reserves the right to make proposals on this topic at a later date, including any necessary changes to related pay articles.

APPENDIX E

Memorandum of Agreement Between the Treasury Board and the Professional Institute of the Public Service of Canada with Respect to Scientific Integrity

The purpose of this MOA is to establish a framework for the joint development of Scientific Integrity policies and guidelines between PIPSC and the Treasury Board and PIPSC and the Departments.

The parties to this Agreement recognize that scientific integrity constitutes an integral part of the department's and employee's work. Ensuring and enhancing scientific integrity is vital to the decision making process in the public administration and is the responsibility of all employees. It enables decision makers to draw upon high quality, wide-ranging and robust scientific and social scientific evidence for informed decision making. Scientific integrity involves the application of concepts of transparency, openness, high quality work, avoidance of conflict of interest and ensuring high standards of impartiality and research ethics. In this context, the parties recognize the need to promote a culture of scientific integrity within government science and research.

The Government of Canada firmly believes that government science should be publicly available and is an important part of an evidence-based decision-making process.

The Directive on the Management of Communications stipulates that spokespersons and subject matter experts may speak publicly about their own area of expertise and research, while respecting the Values and Ethics Code for the Public Sector. Deputy Heads have been asked to provide their ongoing attention to the implementation of the policy requirements within their departments that allow government scientists to speak publicly about their work. As part of the implementation, Deputy Heads should communicate directly with the employees of their department to ensure they are aware of the communications policy and how it applies to them.

The parties recognize the importance of balancing the requirements of scientific integrity and those of the Values and Ethics Code for the Public Sector as adopted April 2, 2012.

The principles and guidelines of scientific integrity include the release of scientific information and data to the public in a timely manner and in keeping with the Government of Canada's Directive on Open Government; the attribution and acknowledgement of the contributions of Government of Canada science/scientists; where appropriate, acknowledgement in official publications or communications where a significant (meaningful) contribution to programs, policy or regulations has been made, including the names and roles of those who made significant contributions to the research.

Further, principles and guidelines on scientific integrity ensure that science is high quality, free from political, commercial, and client interference; ensure the education of employees of the department/agency on the role of science in evidence-based decision making. The Government of Canada recognizes the importance of professional development, and the employee's role in the development of government policy or advice.

Without Prejudice, E&OE PIPSC Demands November 16, 2018 RE Group – TBS Bargaining

Implementation and governance

Departments that employ more than 10 RE or SP members shall be required to develop <u>and maintain</u> their own Scientific Integrity Policies and Procedures in consultation with PIPSC Representatives in their respective workplaces. Such policies shall address the principles/guidelines outlined above, including the right to speak publicly identified in the collective agreement. This shall be completed within eighteen (18) months of the signing of this MOA, or within eighteen (18) months after reaching the 10 member threshold. Departments, in consultation with PIPSC, will endeavour to create a common policy that can be used as a model by departments when developing their own Scientific Integrity Policies. This will be completed within the first 6 months of the signing of this collective agreement.

Departments shall report annually at the National Union-Management Consultation Committee (NUMCC) on the progress toward implementing this MOA and departmental policies. In addition, the Governance Committee composed of the Secretary of the Treasury Board, the Governance committee composed of the Secretary of the Treasury Board, the Governance committee composed of the Secretary of the Treasury Board decide on course correction. The Governance Committee committee composed of course correction. The Governance Committee committee committee course correction. The Governance Committee committee course correction. The Governance Committee course correction. The Governance Committee course course correction. The Governance Committee course cour

The Treasury Board of The Professional Institute of the Public Service of Canada Canada

Sandra Hassan Debi Daviau

Patricia A. Phee Michael Urminsky

NEW ARTICLE

The Union wishes to discuss deployment to military operations and operational stress injuries.

NEW ARTICLE

The Union wishes to discuss matters pertaining to certain employees of Defence Research and Development Canada primarily working at the Centre for Operational Research and Analysis who are members of CORA relating to procedures and incentives for continued mobility.

NEW ARTICLE SABBATICAL LEAVE

The Union wishes to discuss the creation of a sabbatical leave.

NEW ARTICLE WORKPLACE 2.0

The Union wishes to discuss the issues stemming from the implementation of various office infrastructure reconfigurations such as, but not limited to Workplace 2.0 or activity based workplaces.

CENTRAL TABLE ISSUES

The following issues have been identified for discussion at the PIPSC central bargaining table. The Union reserves the right to make proposals on these topics, as well as any other unresolved topics from the PIPSC central table at a later date.

Article 12.01 Inclusion of Family Day

Article 18.04 to 18.09 and all related articles on the issues of Maternity and Parental Leave and Allowances

New Article Leave and allowances related to Critical Illness

New Article Leave and allowances relating to Compassionate Care

Article 43 Sexual Harassment & Harassment

Article 47 Duration

Appendix A, Rates of Pay

Appendix D, Workforce Adjustment

EMPLOYEE WELLNESS AND SUPPORT PROGRAM

The Union wishes to discuss the Employee Wellness and Support Program (EWSP).

The Union reserves the right to make proposals on this topic at a later date, including the incorporation of the whole or parts of the items discussed by the parties at the EWSP advisory or technical committees.