

# **PIPSC Central Table Bargaining Proposals 2018**

**Presented by:**

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

**To**

**Treasury Board of Canada**

**on**

**November 2, 2018**

**On Behalf of the Employees in the following groups:**

- Audit, Commerce & Purchasing (AV);
- Applied Science and Patent Examination Bargaining Unit (SP);
- Computer Systems (CS);
- Engineering, Architecture and Land Survey (NR);
- Health Services (SH); and
- Research (RE)

Listed below you will find our bargaining proposals submitted for this round of central negotiations to amend the collective agreements between the Applied Science and Patent Examination (SP) Group, the Audit, Commerce & Purchasing (AV) Group, the Computer Systems (CS) Group, the Engineering, Architecture and Land Survey (NR) Group, the Health Services (SH) Group, and the Research (RE) Group of the Professional Institute of the Public Service of Canada, which will all expire in 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 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**. Where deletions are proposed they are identified by a **"(-)"**.

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.

All items tabled centrally are to be included in each of the above mentioned Group Collective Agreement.

Should no agreement be reached at the central table, on any or all of the common issues, they will revert back to Group individual bargaining table for negotiation.

## PIPSC Bargaining Team

<p>Bargaining Team Coordinator Robert B. Scott Region: PRAI Classification: CS 03 Dept: CSC</p>	<p>Bargaining Team Member Mehran Alaei Region: ONT Classification: SE RES 03 Dept: ECC</p>
<p>Bargaining Team Member Robert Trudeau Region: PRAI Classification: AU Dept: CRA</p>	<p>Bargaining Team Member Adam Fenwick Region: PRAI Classification: PH 01 Dept: CSC</p>
<p>Bargaining Team Member Stéphanie Fréchette Region: QUE Classification: SR 03 Dept: CFIA</p>	<p>Bargaining Team Member Dale Hudson Region: ATL Classification: EN ENG 04 Dept: PSPC</p>
<p>Communication Officer Louis Poirier Region: NCR Classification: RCO 03 Dept: NRC</p>	<p>Bargaining Team Member Elizabeth Ptasznik Region: PRAI Classification: SG SRE 05 Dept: HEALTH</p>
<p>Bargaining Team Member</p>	<p>Bargaining Team Member Kim McGuire Region: NCR Classification: CO 03 Dept: ISEDC</p>
	<p>Negotiators: Suzelle Brosseau Pierre Ouellet</p>

## **Common Designated Paid Holidays Proposal**

Add one designated paid holiday:

- Family Day
  - *One designated paid holiday in February for Family Day to coincide with the provincial holiday where it, or another provincial holiday exists, or an additional day where no provincial holiday exists.*

## **Common Proposal for Family Leave and Benefits Principles**

### **Leave and Benefits related to Critical Illness**

- *Leave:* Up to 37 weeks
- *Top-up:* E.I.: at 93% for the waiting period & up to 15 weeks
- *Other:*
  - Caregivers must be family members or someone who is considered to be like family;
  - Leave counts for the purpose of calculating severance pay, vacation, sick leave, pay increment.

### **Compassionate Care Leave & Benefits**

- *Leave:* A maximum of 28 weeks
- *Top-up:* At 93% for the waiting period & up to 26 weeks
- *Other:*
  - Family as defined in Compassionate Care Benefits of E.I.
  - Leave counts for the purpose of calculating severance pay, vacation, sick leave, pay increment
  - Keep option of taking a leave without pay for those who would not qualify for E.I
  - As per E.I. ensure Compassionate Care and Critical Illness Leave can be taken consecutively

### **Paid Maternity Leave**

- Use gender neutral language.
- Remove the six month continuous employment (before the commencement of the maternity leave) requirement to qualify for the maternity allowance.
- Remove the obligation to re-pay.
- For employees who do not qualify for E.I., possibility to take a leave without pay with an allowance equivalent to a maximum of 10 weeks at 93%.

### **Parental Leave and Benefits** (includes new additional 5 weeks parental for the non-birthing parent)

- *Leave:* 69 weeks in an 86\* week period.
- *Top up:* Up at 93% for the waiting period & up to 69 weeks
- *Other:*
  - Keep the option of short leave
  - Use gender neutral language
  - Remove the six month continuous employment (before the commencement of the parental leave) requirement to qualify for the parental allowance
  - Remove the obligation to re-pay.

\*Exact number of weeks to be confirmed.

### **Non-Birthing Parent (Paternity) Leave and Benefits**

- *Leave:* Up to 5 weeks in addition to the 35 weeks of Parental Leave.
- *Top-up: For Québec residents only:* at 93% for up to 5 additional weeks to the 35 weeks of Parental Leave.
  
- *Other:*
  - No qualifying period before the commencement of the leave to access the allowance
  - No obligation to re-pay
  - Leave counts for the purpose of calculating severance pay, vacation, sick leave, pay increment
  - Amend the maximum combined maternity and parental allowances payable under the collective agreement from 52 to 57 weeks for each combined maternity and parental leave without pay.

## **Common Harassment Proposal Principles**

### **1. Informal Resolution** (voluntary)

- a. Parties to a complaint to be informed of the option to resolve the matter informally.
- b. Increased and timely utilization of informal resolution to address concerns at the earliest opportunity and at any stage of the process.
- c. Mandatory referral of incidents that do not constitute harassment to informal resolution, to resolve concerns before they escalate.
- d. Entitlement to Institute representation for members participating throughout process.

### **2. Mediation**

- a. Continued access to mediation where the parties agree, and at any stage of the process.

### **3. Investigations**

- a. Recommendation that complainants follow the Employer's process, prior to proceeding with a grievance.
- b. Extension of the grievance timelines until after the completion of the resolution and/or investigation processes.
- c. Employer has a duty to act when it becomes aware of an incident of harassment/violence, regardless of whether or not there is a complaint.
- d. Employer must appoint a competent and objective person agreed to by both parties to investigate any unresolved incidents of harassment or violence, within 10 working days of receiving a complaint or becoming aware of the incident.
- e. Entitlement to Institute representation for members being interviewed.
- f. Time limits for appointing an investigator, commencing and completing the investigation. (Reasonable agreed upon time line; specify consequences if timeline not respected)
- g. Access to different reporting structures for complainants alleging harassment by someone with supervisory or managerial authority over them, until a decision has been rendered and any referrals to adjudication are exhausted. (Ensure no interaction between complainant and respondent)

In addition, we are recommending that proposals to introduce new Appendices to the Collective Agreements be negotiated centrally, to address the following principles:

## **1. Prevention**

- a. A statement of principles reinforcing the rights of employees to work in an inclusive and respectful environment free from violence, harassment and discrimination.
- b. A statement of commitment from the parties to a collaborative union-management approach to resolve allegations and provide access to effective timely and confidential processes without fear of reprisal.
- c. Departmental harassment education work plans, developed in consultation with and involvement of the Union.
- d. Active monitoring by Treasury Board/ Agencies and the Union. (Active monitoring to be defined)

## **2. Training**

- a. Co- Development with the union and implementation, with timelines, of on-going mandatory harassment reduction (to be separate from Diversity training), diversity and inclusion training at all levels (time paid by employer):
  - i. Advanced mandatory and in person training for management, supervisors, HR and Union Stewards;
  - ii. Awareness training for all employees; and
  - iii. Onboarding training for all new hires.



## Common Pay Administration Proposal

### 1. Central Table Guiding Principles and Priorities

- a) Establishing a fixed pay date (ex: bi-weekly pay system).
- Create timelines for pay
  - Clear timeframes help establish date of employer liability when things go wrong
- The employer shall maintain a bi-weekly pay period for all employees. In the event that a regular pay day falls on a statutory holiday, employees shall be entitled to be paid on the day preceding the holiday.*
- *Compensation for benefits such as overtime, call-back, stand-by, travelling time, etc shall be made within 4 weeks rather than 6 weeks.*
- b) Establishing clear timeframe for all payment owed (ex. Severance, travel expenses etc) and penalties in case of the non-respect of the said timeframe.
- c) Establishing minimum information contained on pay stubs.
- Ensuring employees understand their pay stubs
  - Include codes to interpret pay stubs
- Each pay period, the employee shall receive an itemized statement inclusive of the following information:*
- i. name of the employee, client number and Employer;*
  - ii. pay period;*
  - iii. annual salary;*
  - iv. hourly rate;*
  - v. total hours worked;*
  - vi. total amount received;*
  - vii. year to date earnings;*
  - viii. amount of overtime, call back or standby pay received;*
  - ix. type and amount of any allowances, premium or supplementary pay received;*
  - x. specified accrued period of all earnings;*
  - xi. details of all deductions, including but not limited to, Employment Insurance, Canada Pension Plan and Income tax; and,*
  - xii. a clarification of all pay codes referenced in the statement.*
- d) Establishing deduction rules for overpayments. (reimbursement of only net pay)
- Limiting maximum repayment amount to no more than 10% of net bi-weekly pay (need to address retired/or no longer employees getting overpayment after they left – taxes implication)
  - No unauthorized deductions to be made by the employer
  - Considerations for employee hardship
  - Employees may opt to repay faster than the 10% max on election
  - No repayment until employee is reimbursed all that is owed to them (if over and under payment)

*When an employee, through no fault of his or her own, has been overpaid in excess of fifty dollars (\$50), the Employer is prohibited from making any unilateral or unauthorized deductions from an employee's pay. Any repayment schedule is to be agreed to between the Employer and the employee. A repayment schedule shall not exceed ten percent (10%) of the employee's net pay each pay period until the entire amount is recovered. An employee may opt into a repayment schedule above ten percent (10%). A repayment schedule that exceeds ten percent (10%) shall not be imposed on an employee. In determining the repayment schedule, the employer shall take into considerations any admission of hardship created by the repayment schedule on the employee. Failing an agreement between the employee and the Employer, the parties shall defer to an objective third party for determination.*

- e) Employer to pay interest on monies owed to an employee or any financial obligations/hardships that have occurred as a result of overpayments or incorrect reporting of payments (ie required payments to CRA because of actual incorrect overpayments or incorrect pay stubs/T4)
  - o The employee often has to pay interest and additional financial obligations as a result of reduced income or payments to CRA as a result of actual overpayments or incorrect reporting of pay
  - o There is no immediate financial penalty for the employer
  - o Deterrence to the employer for further pay mistakes

*The Employer shall reimburse the employee for all interest accrued on any outstanding debt owed as result of improper pay calculations or deductions, or any contravention of a pay obligation defined in this collective agreement which has resulted in the employee being underpaid, overpaid or incorrectly ascribed to be paid. Interest shall accrue at the rate prescribed by the Courts of Justice Act and be calculated from the date of error.*

- f) Harmonizing collective agreement implementation timeline to 90 days.
- g) Retro pay to be paid on separate pay check with reference period.
- h) Emergency salary or benefit advances.
  - o Ensure salary or benefit advance to employee's when employer fails to meet pay obligations to limit hardships
  - o Limit the stress/anxiety being experience by employees
  - o Encourage Employer to solve the problem more quickly
  - o To Include: wages, OT, retro, disability benefits, etc
  - o Include parameters of repayment in the provision

*Upon request, an employee shall be entitled to receive an emergency salary or benefit advance from the Employer when the employee has been underpaid as a result of improper pay calculations or deductions or as a result of any*

*contravention of any pay obligation defined in this agreement by the Employer. The emergency advance shall be equivalent to the amount owed to the employee at the time of request and shall be distributed to the employee within seven (7) days of the request. The receipt of an advance shall not place the employee in an overpayment situation. The employee shall be entitled to receive emergency advances as required until the entirety of the pay issue has been resolved.*

*Any repayment schedule is to be agreed to between the Employer and the employee. In determining the repayment schedule, the employer shall take into considerations any admission of hardship created by the repayment schedule on the employee. Failing an agreement between the employee and the Employer, the parties shall defer to an objective third party for determination.*

- i) Accountant or financial management or counselling up to \$1000 a year.
  - o Limit financial burden on employees/retiree
  - o Ensure that calculations are done accurately

*The Employer shall reimburse an employee up to one thousand dollars (\$1000) annually for the use of accounting and/or financial management services by an employee if the use of these services is required as a result of improper pay calculations and disbursements made by the Employer.*

- j) Pay issues resulting in hardships will be addressed in an expedited manner.
  - o Employees who are suffering hardships should be prioritized and resolved expeditiously

*The Employer shall adopt such procedures as necessary to ensure the timely resolution of all employee pay issues. Employees experiencing hardship as a result of the Employer's improper pay calculations and disbursements shall be addressed in an expeditious manner by the Employer.*

- k) Damages to be discussed at a later date.
  - o Considerations:
    - Mitigation of financial loss when an employee's pay is disrupted.
    - The employee should not incur financial penalties or loss due to pay disruptions, pay inaccuracies (overpayment which resulted in additional tax payments to CRA) or pay reporting inaccuracies (incorrect T4 which reported income which was never received).
    - Employer required to make the employee/retiree whole again in context of financial loss.
    - Compensation for non-quantifiable consequences (ex: health impacts)
- l) Upon request, provision of detailed pay stub information for any pay period(s) requested by the employee at the employee's specified address.



## **Duration**

**The Institute wishes to discuss duration with the Employer and reserves the right to table a specific proposal at a later date.**

**The Institute wishes the negotiation of the signature date to coincide with the ratification date.**

**The Institute wishes to discuss payment of interest and penalty for non-respect of implementation date and reserves the right to table specific proposals at a later date.**

## **Economic Increase**

**The Institute wishes to discuss economic increase with the Employer and reserves the right to table specific proposals at a later date.**