



**Proposals for Changes to the
Agreement of the Computer Systems Group of
The Professional Institute of the
Public Service of Canada**

Expiry Date: December 21, 2018

Presented January 10, 2019

Table of Contents

Table of Contents	ii
Process.....	iv
Message from the CS Group Bargaining Officer.....	v
Bargaining Message from the CS Group President.....	vi
Computer Systems Bargaining Team.....	vii
ARTICLE 2	1
INTERPRETATION AND DEFINITIONS.....	1
ARTICLE 7	2
HOURS OF WORK	2
SHIFT WORK	3
ARTICLE 8	5
OVERTIME.....	5
ARTICLE 9	8
CALL-BACK.....	8
ARTICLE 11.....	9
SHIFT AND WEEKEND PREMIUMS	9
ARTICLE 12	10
DESIGNATED PAID HOLIDAYS.....	10
ARTICLE 13.....	11
TRAVELLING TIME	11
ARTICLE 15.....	12
VACATION LEAVE	12
ARTICLE 16.....	14
SICK LEAVE.....	14
ARTICLE 17	15
OTHER LEAVE WITH OR WITHOUT PAY	15
NEW 17.19 Pre-retirement leave	16
NEW 17.20 Pre-Retirement Transition Leave.....	16
NEW ARTICLE.....	18
COMPASSIONATE CARE LEAVE.....	18
ARTICLE 18.....	19
PROFESSIONAL DEVELOPMENT.....	19
NEW ARTICLE 19	22
EDUCATION AND TRAINING	22
ARTICLE 26.....	24
USE OF EMPLOYER FACILITIES.....	24
ARTICLE 27	25
INFORMATION	25
ARTICLE 28.....	26
STEWARDS.....	26

ARTICLE 29	27
LEAVE FOR LABOUR RELATIONS MATTERS	27
ARTICLE 30	28
CONTRACTING OUT	28
ARTICLE 31 ILLEGAL STRIKES	29
ARTICLE 35	30
JOINT CONSULTATION	30
ARTICLE 38	31
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES	31
ARTICLE 40	33
CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE	33
ARTICLE 42	33
SEXUAL HARASSMENT	33
ARTICLE 47	34
PAY	34
ARTICLE 49	34
DURATION AND IMPLEMENTATION	34
APPENDIX A & APPENDIX B	35
NEW – TELEWORK	36
APPENDIX “K”	37
NEW – EMPLOYEE WELLNESS SUPPORT PLAN	37
GC WORKPLACE	37
APPENDIX “I”	37
APPENDIX “J”	38

Process

These proposals are presented without prejudice for the amendment of the Computer Systems Group (CS) collective agreement between the Professional Institute of the Public Service of Canada and the Treasury Board of Canada. The Institute reserves the right to submit other proposals as indicated and/or as conditions warrant and counter proposals to Employer demands.

Proposed changes are highlighted in bold or highlighted and in bold (**new, new**) and deletions are indicated with a strikeout (~~remove, remove~~) of the existing text. The Institute proposes that Articles which are not identified in this package be renewed. All text not presented here shall remain as is as of December 21, 2018. Only the portions of Articles where changes are being proposed are presented in this document. All proposed changes to Articles are deemed to be active and still held for consideration until such time that they are formally Withdrawn by the Institute or Accepted by both the Institute and the Employer.

The Institute is proposing a change to Article 7.01 Day Work to change the normal work week shall be thirty five (35) hours. Should this article be accepted, a number of subsequent Articles, such a vacation accumulation, will need to be updated to reflect this change.

A number of new Articles and new sub-articles are being proposed. Renumbering of all subsequent articles will be required in a number of cases due to accepted changes.

Message from the CS Group Bargaining Officer

To the Treasury Board representatives, members of the CS bargaining team, proud members of the CS Group;

Here we are together again at the bargaining table. For some of us this is a return and for others it is the beginning of a new experience. In any case, it is a serious commitment to represent CS Group members collectively in the form of bargaining, by promoting the rights and interests of members and by vigorously safeguarding professional standards.

As in the past, the Professional Institute of the Public Service of Canada and the CS Group are represented by a team of professional stewards and a negotiator who are committed to the community. It goes without saying that all members of the team have the full confidence of the Institute. Together with the Institute's staff, we will make every possible effort to reach a fair and equitable agreement. I invite CS members and employer representatives to recognize the sacrifices to our families and our work teams when we are invested with such responsibilities on both sides of the table.

In the coming months, you will witness sustained efforts from the CS Bargaining team. These efforts serve only one goal: to meet the expectations of members in renewing their collective agreement. It is with the support of the membership that we are starting today this new round of negotiations. May this round be productive and respectful to all who participate in it in one way or another.

In solidarity, on behalf of the CS Group Bargaining Team!

A handwritten signature in black ink, reading "Robert Tellier". The signature is fluid and cursive, with the first name "Robert" and last name "Tellier" clearly distinguishable.

Robert Tellier
CS Group Bargaining Officer

Bargaining Message from the CS Group President

We are set to embark on another round of contract negotiations. Preparations began within months of the signing of our previous collective agreement. The CS Group and the Institute devote nearly as much time in preparation as we do at the bargaining table. I tell you this to assure you that we are ready to bargain the best possible contract for the CS Group.

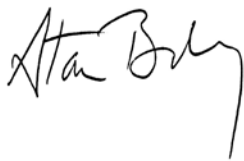
And bargain we will as we have.

The CS Group has bargained on behalf of its members for the past 50 years. We have made gains in many areas in that time. Competitive wages, shorter work weeks, more vacation leave and sick leave are just a few areas we fought for and have won well-deserved improvements.

Recently, we negotiated new language on the use of contractors that helps to safeguard our work. It recognizes that the work that we do belongs to the CS Group and its members. We also held strong to finally achieve language that, in the face of incessant technological change, ensures that our members receive training to enable them to continue to do their jobs.

We will engage in the same, sustained level of effort to press for further improvements that will allow our members to develop their careers, concretely challenge their performance appraisals and most importantly, be compensated equally and equitably with other workers within the federal government, the private sector and with contractors who take the jobs of our members.

We will stand firm in our resolve to bargain a fair and progressive collective agreement knowing we have the complete and unflagging support of the more than 14,000 members of the CS Group.

A handwritten signature in black ink, appearing to read "Stan Buday". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Stan Buday

President
CS Group

Computer Systems Bargaining Team

Bargaining Team Officer: Robert Tellier

Group President: Stan Buday

Bargaining Members: Eva Henshaw
Lucille Shears
Rob Scott
Dean Corda
Karim Chaggani
Yvonne Snaddon
Tony Goddard
Denis Caissy
Michael Vincent

Negotiator: Denise Doherty

CS National Organizing

Committee Executive Members: Pierre Touchette
Stacy McLaren
Deb Butler
Guy Abel

PIPSC Central Tables - CS Group Representatives

EWSP: Eva Henshaw
Common Issues: Rob Scott
RCMP: Pierre Touchette
Karon Myles
Robert Boivin

CS National Executive: Stan Buday
Robert Tellier
Pierre Touchette
Stacy McLaren
Deb Butler
Guy Abel
Eva Henshaw
Lucille Shears
Rob Scott
Dean Corda
Karim Chaggani
Yvonne Snaddon
Tony Goddard

ARTICLE 2
INTERPRETATION AND DEFINITIONS

(x) "Family" means ...

**The CS Group Reserves the Right to Propose Changes to
this Article at a Later Date.**

ARTICLE 7

HOURS OF WORK

7.01 Day work

The normal workweek shall be ~~thirty-seven decimal five (37.5) hours~~ **thirty five (35)** hours...

Note: The annual rate of pay will remain the same and all other rates will be adjusted accordingly.

7.01 Day work

The normal workweek shall be ~~thirty-seven decimal five (37.5)~~ **thirty-five (35)** hours and the normal workday shall be seven ~~decimal five (7.05)~~ consecutive hours, exclusive of a lunch period, between the hours of ~~7~~ **6 am** and 6 pm. The normal workweek shall be Monday to Friday inclusive. The Employer will provide two (2) 15-minute health breaks in a full working day except on occasions where operational requirements do not permit.

...

7.17 General

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

Proposal to move 7.06, 7.07, 7.08, 7.09, 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, and 7.18 to a new Article 8 Shift Work. (Keeping 7.17 in Article 7)

NEW ARTICLE X

SHIFT WORK

~~7.06~~ **X.01** When, because of the operational requirements of the Service, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees:

- (a) work an average of ~~thirty-seven decimal five (37.5)~~ **thirty-five (35)** hours per week exclusive of meal breaks;
- (b) obtain at least two (2) consecutive days of rest at any one time, except when days of rest are separated by a designated paid holiday which is not worked; the consecutive days of rest may be in separate calendar weeks.

~~7.07~~ **X.02** Every reasonable effort shall be made by the employer to consider the wishes of the employees concerned in the arrangement of shifts within a shift schedule.

~~7.08~~ **X.03** The Employer will make every reasonable effort:

- (a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift;
- (b) to avoid excessive fluctuation in hours of work;
- (c) to post shift schedules at least twenty-one (21) days in advance.

~~7.09~~ **X.04** The staffing, preparation, posting and administration of shift schedules is the responsibility of the Employer.

~~7.10~~ **X.05** The Employer shall set up a shift schedule, which shall cover a period not exceeding two (2) months and not less than twenty-eight (28) consecutive days.

~~7.11~~ **X.05** Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer

~~7.12~~ **X.07**

- (a) If an employee is given less than seven (7) days' advance notice of a change in the employee's shift schedule, the employee will receive compensation at the rate of time and one half (1 1/2) for work performed on the first (1st) shift changed. Subsequent shifts worked on the changed schedule shall be paid for at straight time and every effort shall be made by the employer to ensure that scheduled days of rest on the changed schedule are maintained.

(b) Notwithstanding paragraph ~~7.12~~ **X.07(a)**,

- (i) when a change in a shift schedule is required and the employee agrees it is to the employee's benefit to change the shift schedule, the employee shall be compensated at the straight-time rate for work performed in the first (1st) shift changed;

and

- (ii) when an employee requests and the employer agrees to change the employee's shift schedule, the employee shall be paid at the straight time rate for work performed on the first (1st) shift of the revised shift schedule.

7.13 X.08 Where a new shift schedule has to be introduced by the Employer or an existing shift schedule has to be modified, the Employer, in advance, except in cases of emergency, will consult with the Institute on the timing of such shifts.

7.14 X.09 For the purpose of this agreement, when an employee's shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

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

7.15 X.10 A meal period shall be scheduled as close to the mid-point of the shift as possible. In the event that an employee is required by the Employer to work through the meal period, such employee will be paid for the meal period, at the applicable rate.

7.16 X.11 Where the Employer is considering the introduction of shift work in a work unit, except in cases of emergency, the employer will inform the Institute at least two (2) months in advance of the introduction of the shift work arrangement.

7.18 X.12 Shift Principle

- (a) When a full-time employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours his or her scheduled hours of work on a day during which he or she would be eligible for a Shift Premium, the employee may request that his or her hours of work on that day be scheduled between 7a.m. and 6p.m.; such request will be granted provided there is no increase in cost to the Employer. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his or her attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.
 - (i) Public Service Labour Relations Board Proceedings Clauses 29.01 and 29.02.
 - (ii) Contract Negotiation and Preparatory Contract Negotiation Meetings Clauses 29.05 and 29.06.
 - (iii) Personnel Selection Process Clause 17.14.
 - (iv) Training Courses, which the employee is required to attend by the Employer.
- (b) Notwithstanding paragraph (a), proceedings described in subparagraph (iv) are not subject to the condition that there be no increase in cost to the Employer.

Renumbering of all subsequent Articles

ARTICLE 8

OVERTIME

8.01 An employee at Level CS-1, 2, 3 and 4 who is required to work overtime shall be compensated as follows:

(a) on a normal work day at the rate of time and one-half (1 1/2) for the first seven decimal five (7.5) overtime hours worked and double (2) time thereafter;

(b) on days of rest at the rate of time and one-half (1 1/2) for the first seven decimal five (7.5) overtime hours worked and double (2) time thereafter except, that when an employee is required by the Employer to work on two (2) or more consecutive and contiguous days of rest he shall be compensated on the basis of double (2) time for all hours worked on the second (2nd) and each subsequent day of rest;

~~(c) on a designated paid holiday, at the rate of time and one-half (1 1/2) for the first seven decimal five (7.5) hours worked and double (2) time thereafter;~~

~~or~~

~~(d) when an employee works on a holiday, which is not his scheduled day of work, contiguous to a day of rest on which he also worked, he shall be compensated on the basis of double (2) time for each hour worked;~~

(c) on a designated paid holiday, double (2) time for each hour worked;

(d) when an employee works on a regular day of rest, contiguous to a designated paid holiday, he shall be compensated on the basis of double (2) time for each hour worked;

(e) where an employee is required to work a continuous period of overtime during which he becomes entitled to be paid at the double (2) time rate, the employee will continue to be paid at that rate until the conclusion of the overtime period;

(f) No employee will be required to work more than twenty-four (24) continuous hours. An employee who works sixteen (16) or more continuous hours shall receive a rest of at least twelve (12) hours before reporting back to work.

(g) Accumulate non-prescribed overtime to a maximum of 35 hours per year to be used at the employee's discretion.

8.02 Meal Allowance

- a) An employee who works three (3) or more hours of overtime before or immediately following his normal hours of work shall be reimbursed his expenses for one (1) meal ~~in the amount of twelve (\$12)~~ **based on the specified rate for applicable meal as stated in Appendix B of NJC Travel Directive**, except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

- b) When an employee works overtime continuously extending beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal **based on the specified rate for applicable meal as stated in Appendix B of NJC Travel Directive** ~~in the amount of twelve (\$12)~~ for each additional four (4)-hour period of overtime worked thereafter, except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.
- (c) **When an employee works overtime non-contiguous to his normal hours of work or on a day of rest or on a designated holiday for more than five (5) hours the employee shall be reimbursed for one (1) meal based on the specified rate for applicable meal as stated in Appendix B of NJC Travel Directive and for each additional four (4) hour period of overtime worked thereafter. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.**
- (d) ~~(e)~~ This clause shall not apply to an employee who is in travel status that entitles him to claim expenses for lodging and/or meals.

New 8.0x New - Child Care Cost Reimbursement

When an employee is required to work additional hours, the Employer will reimburse the employee for all related child care costs.

General

8.08

- a) Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave at the applicable premium rate. The Employer reserves the right to direct an employee to take accumulated leave provided he first makes every reasonable effort to grant such leave in such amounts and at such times as the employee may request. **An employee's request for compensatory leave shall not be unreasonably denied.**
- b) **The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial, alteration or cancellation of a request for compensatory leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the reason therefore in writing, upon written request from the employee.**
- c) ~~(b)~~ All compensatory leave, earned under this Article and/or Articles 9, Call-Back, 10, Stand-By, 13, Travelling Time, in excess of thirty-seven decimal five (37.5) hours outstanding at the end of the fiscal year, and unused by September 30 of the next fiscal year, shall be paid in cash on September 30 at the employee's hourly rate of pay on March 31. An employee may elect to carry over into the next fiscal year up to a maximum of thirty-seven decimal five (37.5) hours of unused compensatory leave.

d) Where, in respect of any period of compensatory leave, an employee is granted;

- i. bereavement leave with pay; or**
- ii. leave with pay for family-related responsibilities; or**
- iii. sick leave.**

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

...

NEW 8.11 Each Department shall provide their local union management consultation committee (where present) a monthly overtime list, presented by position number and hours worked.

ARTICLE 9

CALL-BACK

9.01 When an employee, after having completed his normal hours of work, has left his place of work and prior to reporting for his next regular scheduled work period, is called-back to work for a period of non-contiguous overtime, he shall be entitled to the greater of:

- (a) compensation equivalent to three (3) hours' pay at the applicable rate for overtime;
- (b) compensation at the applicable rate for his overtime worked.

9.02 Compensation earned under this article ~~may be taken in the form of compensatory leave~~ is subject to ~~clause 8.08 of~~ Article 8, Overtime.

9.03 When an employee is called-back to work under the conditions described in clause 9.01 ~~and is required to use transportation services other than normal public transportation services~~, he 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 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 residence shall ~~not~~ constitute time worked.

NEW 9.04 Notwithstanding the above, work for which the employee does not have to return to his work site and that is dealt with by electronic means or telephone is also considered call-back under this provision.

ARTICLE 11

SHIFT AND WEEKEND PREMIUMS

Propose to move after the new Article 8 Shift Work

11.01 Shift Premium

An employee on shift work shall receive a shift premium of ~~two dollars (\$2.00)~~ **five dollars (\$5.00)** per hour for all hours (including overtime hours) worked between 16:00 and 08:00 hours. The shift premium will not be paid for hours worked between 08:00 and 16:00 hours.

11.02 Weekend Premium

- (a) Employees shall receive an additional premium of ~~two dollars (\$2.00)~~ **five dollars (\$5.00)** per hour for work on a Saturday and/or Sunday for hours worked as stipulated in paragraph 11.02(b) below.
- (b) ~~Weekend premium shall be payable in respect of all regularly scheduled hours at straight time hourly rates worked on Saturday and/or Sunday.~~
 - (b) An employee working on shifts during the weekend will receive an additional premium of five dollars (\$5.00) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.**

ARTICLE 12

DESIGNATED PAID HOLIDAYS

The CS Group has referred this proposal to the Institute Central Bargaining Table. Should this issue not be negotiated in a satisfactory manner, the CS Group reserves the right to bring it forth to the CS table.

ARTICLE 13

TRAVELLING TIME

13.01 For the purposes of this Agreement, travelling time is **considered time worked**.
~~compensated for only in the circumstances and to the extent provided for in this Article.~~

13.02 When an employee is required to travel outside his headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 13.03 and 13.04. Travelling time shall include time necessarily spent at each stopover en route provided that such stopover does not include an overnight stay.

13.03 For the purposes of clauses 13.02 and 13.04, the travelling time for which an employee shall be compensated is as follows:

- (a) ~~For travel by public transportation~~, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
- (b) For travel by private means of transportation, the normal time as determined by the Employer to proceed from the employee's place of residence or workplace, as applicable, direct to his destination and, upon his return, direct back to his residence or workplace.
- (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

13.04 If an employee is required to travel as set forth in clauses 13.02 and 13.03:

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 **for all travel time (including all lay-over time) at the applicable rate.**

ARTICLE 15

VACATION LEAVE

15.02 Accumulation of vacation leave credits

An employee shall earn vacation leave credits at the rate described in (a) below for each calendar month during which he or she receives pay for at least seventy-five (75) hours.

Conversion examples

~~15 days: 112.5 hours~~

~~20 days: 150 hours~~

~~25 days: 187.5 hours~~

~~30 days: 225 hours~~

~~35 days: 262.5 hours~~

- i. ~~nine decimal three seven five (9.375)~~ **twelve decimal five (12.5)** hours **(equivalent to 20 days)** at his straight-time hourly rate until the month in which his eighth (8th) anniversary of service occurs;
- ii. ~~twelve decimal five (12.5)~~ **thirteen decimal seven five (13.75)** hours **(equivalent to 22 days)** at his straight-time hourly rate for each month commencing with the month in which his eighth (8th) anniversary of service occurs;
- iii. ~~thirteen decimal seven five (13.75)~~ **fourteen decimal three seven five (14.375)** hours **(equivalent to 23 days)** at his straight-time hourly rate for each month commencing with the month in which his sixteenth (16th) anniversary of service occurs;
- iv. ~~fourteen decimal three seven five (14.375)~~ **fifteen decimal six two five (15.625)** hours **(equivalent to 25 days)** commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- v. ~~fifteen decimal six two five (15.625)~~ **sixteen decimal eight seven five (16.875)** hours **(equivalent to 27 days)** at his straight-time hourly rate commencing with the month in which his eighteenth (18th) anniversary of service occurs;
- vi. ~~sixteen decimal eight seven five (16.875)~~ **eighteen decimal seven five (18.75)** hours **(equivalent to 30 days)** at his straight-time hourly rate commencing with the month in which his twenty-seventh (27th) anniversary of service occurs;
- vii. ~~eighteen decimal seven five (18.75)~~ **twenty (20)** hours **(equivalent to 32 days)** at the employee's straight-time hourly rate commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

- viii. **Twenty one decimal eight seven five (21.875) (equivalent to 35 days) at the employee's straight-time hourly rate commencing with the month in which the employee's thirtieth (30th) anniversary of service occurs.**
- ix. **Twenty-five (25) hours (equivalent to 40 days) commencing with the month in which the employee's thirty third (33rd) anniversary of service occurs.**

...

15.03 For the purpose of clause 15.02 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave ~~except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the public service within one (1) year following the date of lay-off. For greater certainty, severance payments taken under Article 19.05 to 19.08 of Appendix H, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service.~~

- a. For the purpose of clause 15.03 only, effective April 1, 2012, on a go-forward basis, any former service in the Canadian Forces for a continuous period of six months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall be included in the calculation of vacation leave credits.

...

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

- a. is granted bereavement leave;
- or
- ~~b. is granted leave with pay because of illness in the immediate family; or~~
- b. leave with pay for family-related responsibilities; or**
- c. is granted sick leave;

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

ARTICLE 16

SICK LEAVE

The CS Group has referred this proposal to the Institute EWSP Table. Should this issue not be negotiated in a satisfactory manner, the CS Group reserves the right to bring it forth to the CS table. Specifically the Institute wishes to discuss employee's sick leave banks, medical appointments, leave due to domestic violence and medical notes & certificates with the employer and reserves the right to table specific proposals at a later date.

ARTICLE 17

OTHER LEAVE WITH OR WITHOUT PAY

The Institute reserves the right to bring forth further changes to Other Leaves With or Without Pay.

17.12 Leave with pay for family-related responsibilities

- a. For the purpose of this clause, family is defined as spouse (or common-law partner resident with the employee); children (including foster children, step-children or children of spouse or common-law partner and ward of the employee); grandchild; parents (including step-parents or foster parents), father-in-law, mother-in-law; brother, sister, step-brother, step-sister; grandparents of the employee; any relative permanently residing in the employee's household or with whom the employee permanently resides; or any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.
- b. The total leave with pay which may be granted under this clause shall not exceed ~~thirty seven decimal five (37.5)~~ **forty five (45)** hours in a fiscal year.
- c. Subject to paragraph 17.12(b), the Employer shall grant leave with pay under the following circumstances:
 - i. an employee is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude his absence from work, however, when alternative arrangements are not possible an employee shall be granted leave for a medical or dental appointment when the family member is incapable of attending the appointment by himself, or for appointments with appropriate authorities in schools or adoption agencies; an employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;
 - ii. leave with pay to provide for the immediate and temporary care of a sick or elderly member of the employee's family and to provide an employee with time to make alternative 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;
 - vi. Seven decimal five (7.5) hours out of the ~~thirty seven decimal five (37.5)~~ **forty five (45)** 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.

17.16

~~At its discretion,~~ **At the request of the employee,** the employer ~~may~~ **shall** grant leave with or without pay for other purposes ~~other than those specified in this agreement including~~ **but not limited to sick leave, personal leave, vacation leave, etc.**

NEW 17.19 Pre-retirement leave

The Employer will provide thirty-seven decimal five (37.5) hours of paid leave per year to employees who have the combination of age and years of service to qualify for an immediate annuity without penalty under the Public Service Superannuation Act. This leave may only be provided to a maximum of one hundred and eighty-seven decimal five (187.5) hours over five separate years.

NEW 17.20 Pre-Retirement Transition Leave

The parties recognize that it is important to create and support provisions designed to help employees balance their work, personal and family responsibilities, and make the transition into retirement easier. Doing so will further the parties' goal of creating a workplace of choice while satisfying the growing needs of employees to improve their overall quality of life.

Pre-Retirement Transition Leave (PRTL) shall be available to employees who are within five years of retirement to reduce the length of their work week by up to 50 per cent. Pay for participating employees will be adjusted to reflect the shorter work week. Pension and benefits coverages, as well as employer premiums or contributions, will continue at pre-arrangement levels. Employees may take PRTL for up to five years, but must agree to resign at the end of the leave period. Employees are responsible for their share of premiums or contributions as pension and benefits coverage will continue at pre-arrangement levels. Approval of PRTL is subject to managerial approval based on operational feasibility

To be eligible for this type of leave, employees must;

- a. be indeterminate;**
- b. not be surplus at the start of the leave arrangement;**
- c. be eligible for an unreduced pension at the start of the leave arrangement, or be within five years of becoming eligible for an unreduced pension**
- d. agree to resign, effective at the end of the leave arrangement. The employer's acceptance of the resignation shall be conditional upon the leave arrangement being completed;**
- e. agree not to work for the federal Public Service while on leave; and**
- f. agree to respect the Conflict of Interest Guidelines while on leave.**

Cancellation of or changes to approved leave arrangements will be approved only in exceptional or unforeseen circumstances. In cases where the cancellation is initiated by management, employees shall be reimbursed for certain reasonable expenses as determined by the employer (e.g. non-refundable portion of vacation contracts).

Employee-requested changes to, or cancellation of, leave arrangements may occur only prior to the end of the leave arrangement. Employee requests to change or cancel leave arrangements must be provided in writing with reasonable notice. Approval will be at the discretion of the manager.

NEW ARTICLE
COMPASSIONATE CARE LEAVE

The Institute reserves the right discuss Compassionate Care Leave at a later date.

ARTICLE 18

~~CAREER DEVELOPMENT~~ Proposed Title Change

Proposal – Divide Article 18 into two separate articles Article 18 Professional Development and Article 19 Education and Training.

NEW ARTICLE 18

PROFESSIONAL DEVELOPMENT

18.01 General

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

~~18.04–18.02~~ a) The parties to this agreement share a desire to improve professional standards by giving employees the opportunity, on occasion, to:

- i. participate in training, workshops, short courses or similar out-service programs to keep up-to-date with knowledge and skills in their respective fields;
- ii. conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer;
- iii. carry out research in the employee's field of specialization not specifically related to his assigned work projects when, in the opinion of the Employer, such research is needed to enable the employee to fill his present role more adequately;
- iv. participate in language workshops, or courses or immersion programs to improve and/or attain their language competencies;
and
- v. participate in the Joint Learning Program. The Joint Learning Program (JLP) is a partnership between the Public Service Alliance of Canada (PSAC) and the Treasury Board of Canada Secretariat.
- vi. participate in Canada Digital Services Training Program**
- vii. obtain or maintain certification in respect to the CS Group Definition (paid leave, tuition fees and travel)**

The employer agrees to pay the costs related to obtaining or maintaining certification in the respective domain of the employee (paid leave, tuition fees and travel).

- b) An employee shall receive professional development yearly to participate in one or more of the activities described in paragraph 18.042(a)

- c) 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).
- d) 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.
- e) When the Employer selects an employee 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.
- f) An employee selected for professional development under this clause shall continue to receive his normal compensation including any increase for which he may become eligible. The employee shall not be entitled to any compensation under Article 8: overtime, and Article 13, travelling time, while on professional development under this clause.
- g) 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.
- h) Professional development under this article shall not be unreasonably denied.

18.05

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

The parties to this collective agreement acknowledge the mutual benefits to be derived from consultation on career development. To this effect, the issue of career development will be a standing item for discussion at all levels, where regular Joint Consultation meetings occur (as per Article 35: Joint Consultation).

18.06 Examination leave with pay
Leave with pay may be granted to an employee for the purpose of writing an examination that will require the employee's absence during his normal hours of work. Such leave will be granted only where in the opinion of the Employer the course of study is directly related to the employee's duties or will improve his qualifications.

18.07 Joint Institute / Treasury Board Career Development Committee

- a. In addition to consultation on career development at the departmental level referred to in clause 18.05, the representatives of the Employer and the Institute will attempt to meet on a quarterly basis under the auspices of a joint Institute / Treasury Board Career Development Committee. Topics addressed shall include, but are not limited to type, frequency, access and adequacy of career development.
- 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.

NEW ARTICLE 19

EDUCATION AND TRAINING

19.01 General

The Parties recognize the importance of a dynamic and high performing Public Service with the skills necessary to meet its objectives.

~~18.02~~ 19.02 Education leave

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

An employee on education leave without pay under this article may receive an allowance in lieu of salary of up to one hundred per cent (100%) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

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

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

- i. fails to complete the course;
- ii. does not resume employment with the Employer on completion of the course;
- or
- iii. ceases to be employed, except by reason of death or lay-off, before termination of the period he has undertaken to serve after completion of the course;

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

~~18.03~~ 19.03 Attendance at conferences, conventions and courses

Career development refers to an activity which is, in the opinion of the Employer, likely to be of assistance to the employee in furthering career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

- a course given by the Employer;
- a course offered by a recognized academic institution;
- a seminar, convention or study session in a specialized field directly related to the employee's work.

The parties to this agreement recognize that the attendance or participation at conferences, conventions, symposia, workshops and other gathering of a similar nature contributes to the maintenance of high professional standards.

In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions that are related to his field of specialization, subject to operational requirements.

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

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.

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 his field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his payment of convention or conference registration fees and reasonable travel expenses.

An employee shall not be entitled to any compensation under Article 8: overtime, and Article 13: travelling time, in respect of hours he is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by paragraph 18.03(e).

NEW 19.04 PERFORMANCE MANAGEMENT

The Employer agrees to provide the time and funding necessary in order to meet the job and educational requirement resulting from the objectives identified in an employee's Learning Plan and Performance Management review.

NEW 19.05 PERFORMANCE-BASED TRAINING

The Employer agrees that the time and funding necessary will be provided within the current fiscal year if training is identified in an Action or Talent Management plan.

NEW 19.06 Where such training as referred to in 19.04 and 19.05 above is not available or was not available, an employee will not be evaluated on those performance objectives that required training.

ARTICLE 26

USE OF EMPLOYER FACILITIES

26.01 Access by an Institute Representative

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

26.02 Bulletin Boards

Reasonable space on bulletin boards, including electronic bulletin boards where available, will be made available to the Institute for the posting of official notices in convenient locations determined by the Employer and the Institute. Notices or other material shall require the prior approval of the Employer, except notices relating to the business affairs of the Institute, including the names of the Institute representatives, and social and recreational events. The Employer shall have the right to refuse the posting of any information that it considers adverse to its interests or to the interests of any of its representatives. Such approval shall not be unreasonably withheld.

26.03 Institute Literature

The Employer shall continue its present practice of making available to the Institute specific locations on its premises for the placement of reasonable quantities of literature of the Institute.

NEW 26.04 Electronic Communications Systems

An accredited representative of the Institute may use the electronic communications systems provided by the Employer to communicate with its members. In all cases, the Institute representative shall adhere to Article 1 in terms of style, respect and politeness between the parties.

ARTICLE 27

INFORMATION

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

27.02 The Employer agrees to supply each employee with a copy of the collective agreement and any amendments thereto; **in a layout agreed to by both parties.** For the purposes of satisfying the Employer's obligations under this clause, employees may be given electronic access to this agreement provided that the Employer advises each employee that the agreement is available electronically and how it can be accessed. On request, the employee shall be supplied with ~~a printed copy~~ **a bound, printed, small format copy of this Agreement, as per ISBN-978-0-660-67440-7.** ~~of this collective agreement.~~

27.03 Upon written request of an employee, the Employer shall make available at a mutually satisfactory time, National Joint Council Agreements listed in clause 34.03 which have a direct bearing on the requesting employee's terms and conditions of employment.

27.04 The Institute shall have the opportunity to have an employee representative introduced to and provided the time to address new employees as part of the Employer's formal orientation programmes, where those programmes exist. The Employer agrees to distribute to each new employee an information package prepared and supplied by the Institute. Such information package shall require the prior approval of the Employer. The Employer shall have the right to refuse to distribute any information that it considers adverse to its interests or to the interests of any of its representatives.

ARTICLE 28

STEWARDS

28.01 The Employer acknowledges the exclusive right of the Institute to appoint stewards from amongst the members of the bargaining unit for which the Institute is the certified bargaining agent.

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

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

28.04 A steward shall notify their obtain the permission of his immediate supervisor of the requirement to leave their work before leaving his work to investigate with fellow employees' complaints of an urgent nature, to meet with local management for the purpose of dealing with such complaints or problems, and to attend meetings called by management. Such permission shall not be unreasonably withheld. After the Steward resumes his duties, he shall so notify his supervisor as soon as practicable.

~~**28.05** The Institute shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programs, where they exist.~~

(Proposal: To move 28.05 from Article 28 to Article 27 under 27.04)

ARTICLE 29

LEAVE FOR LABOUR RELATIONS MATTERS

29.07 Meetings between the Institute and management

The Employer recognizes the activities that Institute representatives must undertake in relation to meetings with the Employer.

- 1. The Institute representatives shall be provided reasonable time during working hours to complete activities that are necessary to ensure effective and valuable meetings. These activities shall include, but are not limited to planning, investigation of items, preparation and review of materials, gathering and sharing of information, communication, and organizing meetings.**
- ~~2. Where operational requirements permit, the Employer will grant leave with pay to an employee who is meeting with management on behalf of the Institute.~~
The Institute representative shall determine the most effective method of participating in any meeting with management.

~~29.11 Effective January 1, 2018, Leave granted to an employee under Article 29.01(2), 29.05, 29.06, 29.08, and 29.09 will be with pay; the PIPSC Institute will reimburse the employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by Appendix J. on the joint agreement.~~

NEW 29.12 General Steward Duties

At the request of the Steward, the Employer shall grant leave with pay for an Institute representative to meet with Institute members for the purpose of resolving workplace issues.

ARTICLE 30

CONTRACTING OUT

The Institute reserves the right discuss Contracting Out at a later date.

ARTICLE 31

~~ILLEGAL STRIKES~~

~~**31.01** The *Public Service Labour Relations Act* provides penalties for engaging in illegal strikes. Both parties agree that disciplinary action may also be taken, which will include penalties up to and including termination of employment, for participation in an illegal strike as defined in the *Public Service Labour Relations Act*.~~

New Title

STRIKES

31.01 There shall be no strikes, as defined in the FPSLRA, during the term of this Agreement.

31.02 Participation in an illegal strike as defined by the FPSLRA may lead to disciplinary action up to and including discharge.

ARTICLE 35

JOINT CONSULTATION

Definition: Joint Consultation is a formal system of communication between the Institute and Employer used prior to taking decisions affecting the workforce. This forum is effected through joint consultative committees.

35.01 The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest. **The Employer recognizes the valuable contribution provided by the Institute and its representatives in joint consultation in creating a healthy workplace, and an efficient, effective organization. The Employer recognizes that Institute representatives are employees who fulfill an important role in the Organization by representing members and participating in joint consultation.**

RENUMBER subsequent clauses...35.02 ...

RENUMBER 35.05 **Joint consultation committee meetings**

RENUMBER 35.06 Employees forming the continuing membership of the Consultation Committees shall be protected against any loss of **normal** pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.

RENUMBER 35.07 Joint consultation committees are prohibited from agreeing to items, which would alter any provision of this collective agreement.

ARTICLE 38

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

38.02

- a. When a formal assessment of an employee's performance is made **or when a report pertaining to an employee's performance or conduct is recorded, documented or filed**, the employee concerned must be **notified and** given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An employee's signature on his assessment form shall be considered to be an indication only that its contents have been read and shall not indicate his concurrence with the statements contained on the form. A copy of the employee's assessment form shall be provided to him at the time the assessment is signed by the employee.
- b. The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- c. An employee has the right to make written comments to be attached to the performance review form.
- d. **Performance Reviews must be fair and accurate and contain supportive evidence.**
- e. **The employee will have the right to representation during the creation of an action plan and at any point in the performance review process.**

38.03 When an employee disagrees with the assessment and/or appraisal of his work he shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the assessment and/or appraisal decision. **The employee retains the right to grieve the content of the review.**

38.04 Upon written request of an employee, **any and all** ~~the~~ personnel files of the employee shall be made available ~~once a year for his~~, **for their, or their assigned delegate's**, examination in the presence of an authorized representative of the Employer **and at the discretion of the employee, a union representative. The files shall be made available within five (5) days of the receipt of the written request.**

38.05 When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given:

- a) a copy of the report placed on their file;
- b) an opportunity to sign the report in question to indicate that its contents have been read; and
- c) an opportunity to submit such written representations as the employee may deem appropriate concerning the report and to have such written representations attached to the report

NEW

38.06 Management shall provide the employee with the training necessary to complete their written performance objectives or any other need identified in the annual performance evaluation. All hours on training shall be deemed hours worked. All costs associated with training will be borne by the employer. Where such training is not available or was not available, an employee will not be further evaluated on those performance objectives that require training until such training has been provided.

38.07 In the absence of an annual performance appraisal, one shall be provided at the employee's request.

38.08 Any document or written statement critical of an employee's performance, which may have been placed on the employee's file(s), shall be destroyed after one year has elapsed.

ARTICLE 40

CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

The following allowance replaces the former Penological Factor Allowance (PFA). The parties agree that only incumbents of positions deemed eligible and/or receiving PFA as of signing of this collective agreement, **within penitentiaries and employees who work within community parole offices who support the conditional release of offenders**, shall receive the new Correctional Service Specific Duty Allowance (CSSDA), subject to criteria outlined below.

40.01 The Correctional Service Specific Duty Allowance (CSSDA) shall be payable to incumbents of specific positions in the bargaining unit within Correctional Service of Canada (CSC). The ~~Allowance~~ **CSSDA** provides additional compensation to an incumbent of a position who performs certain duties or responsibilities specific to Correctional Service of Canada (that is, custody of inmates, excluding those duties that may be performed by employees occupying CX positions) within penitentiaries **or community parole offices** as defined in the Corrections and Conditional Release Act, and/or CSC Commissioner Directives.

40.02 The CSSDA shall be ~~two (2) thousand dollars (\$2,000)~~ **four thousand dollars (\$4,000)** annually and paid on a bi-weekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month.

ARTICLE 42

~~SEXUAL~~ HARASSMENT

The Institute wishes to discuss harassment at a Central Table with the employer and reserves the right to table specific proposals regarding domestic violence and harassment at a later date.

ARTICLE 47

~~PAY AND DURATION~~ NEW TITLE

ARTICLE 49

DURATION AND IMPLEMENTATION

NEW TITLE

The Institute wishes to discuss issues around duration of the contract, contract implementation, and penalties associated with implementation delays at a Central Table. The Institute reserve the right to discuss these issues at a later date.

APPENDIX A & APPENDIX B

The Institute wishes to discuss pay administration and rates at a central table with the employer and reserves the right to table Group specific proposals such as, but not limited to, Market Adjustments at a later date.

NEW ARTICLE

NEW – TELEWORK

The Institute wishes discuss telework with the employer and reserves the right to table specific proposals at a later date.

New Appendix #

Criteria for Evaluation of Request for Telework Arrangements

In general, telework arrangements should not have any negative impacts to the Employer or other employees. Examples of questions that should be addressed when evaluating a request are as follows:

- a. Will the request result in an increase in overtime worked, either by the employee requesting the telework arrangement or by any other employee?
- b. Will the request result in an increase in headcount, either in the employee's team, or elsewhere in Department?
- c. Will the request result in an unfavourable impact on co-workers? Examples of such an impact may include, but are not limited to:
 - additional work being placed on co-workers;
 - co-workers' inability to qualify for telework work arrangements themselves (if desired);
 - co-workers' inability to take leave.
- d. Will the request result in deterioration in the level of service provided by the employee?
- e. Will the request put in jeopardy traditional deadlines and schedules that?
- f. Will the request permit the manager to adequately carry out their management responsibilities?
- g. Is the request in conflict with the requirements of the collective agreements?
- h. Are there any other impediments with respect to the implementation of the arrangements?

If the answer to any of these questions is "yes" then all impacts should be carefully assessed and weighed against the potential benefits of the proposed arrangement. The request will be denied if the arrangement would result in a negative impact or a violation of the collective agreement. In the event that a request is denied, the employee's manager should explain why. This explanation may lead to a revised request from the employee. Revised requests should be evaluated in the same fashion as original requests.

APPENDIX “K”

NEW – EMPLOYEE WELLNESS SUPPORT PROGRAM

The Institute wishes to discuss employee’s sick leave banks, medical appointments, leave due to domestic violence and medical notes & certificates with the employer and reserves the right to table specific proposals at a later date.

NEW ARTICLE

GC WORKPLACE

The Institute reserves the right to propose language on GC Workplace.

APPENDIX “I”

Memorandum of Agreement between the Treasury Board and the Professional Institute of the Public Service of Canada With Respect to Contracting Out

This Memorandum of Agreement (MOA) is to give effect to the understanding reached between the Treasury Board and the Professional Institute of the Public Service of Canada (PIPSC) regarding the procurement contracting of duties that are performed by employees in the Computer Systems (CS) Bargaining Unit as described in the Bargaining Certificate and the Group Definition.

By way of this Memorandum of Agreement, Shared Services Canada, Department of National Defence, and Employment and Social Development Canada will, in consultation with PIPSC local representatives develop **by December 2017**, departmental guidelines on the contracting of duties that are performed by employees in the CS Bargaining Unit (as described in the Bargaining Certificate and the Group Definition). The implementation of the respective departmental guidelines does not fall within the purview of this Memorandum of Agreement.

...

APPENDIX “J”

MEMORANDUM OF AGREEMENT WITH RESPECT TO ~~IMPLEMENTATION OF~~ COST RECOVERY FOR UNION LEAVE

This Memorandum is to give effect to an agreement reached between the Employer and the Professional Institute of the Public Service of Canada (the Union) to implement a system of cost recovery for leave for Union business.

The elements of the new system are as follows:

- Recoverable paid leave for Union business for periods of up to 3 months of continuous leave ~~per year~~;
- Cost recovery will be based on actual salary costs during the leave period, to which a percentage of salary, agreed to by the parties, will be added;
- The Employer will pay for all administration costs associated with the operation of this system.

The surcharge will be based on average expected costs incurred by the Employer for payroll taxes, pensions and supplementary benefits during the operation of the program as described above, calculated according to generally accepted practices.

Notwithstanding anything else in this agreement, and as an overarching principle, it will not include costs for benefits that would otherwise be paid by the Employer during an equivalent period of leave without pay. The consequences of the implementation of clause 29.11 will be cost neutral for the Employer in terms of compensation costs, and will confer neither a substantial financial benefit, nor a substantially increased cost, on the Employer.

~~A joint committee consisting of an equal number of Union and Employer representatives will be struck to resolve matters related to the implementation this new program, including, but not limited to, invoices, accounting and the manner of the transaction.~~

~~The Joint Committee’s principal work will relate to:~~

- ~~Determining an appropriate surcharge in recognition of the considerations identified in this document;~~
- ~~Establishing processes and the Employer’s reporting requirements;~~
- ~~and~~
- ~~Other considerations associated with implementation.~~

~~If agreement cannot be reached on recovering costs against Union remittances, the Joint Committee will consider alternate means of cost recovery.~~

~~The Joint Committee will be struck and convened within by February 15, 2017, and will complete its work by October 16, 2017, with implementation to be completed by the earliest feasible date as determined by the committee.~~

~~In the event that the parties do not reach an agreement, the parties may seek the services of a mediator. Necessary consequential changes will be made to Article 29, effective January 1, 2018.~~

~~The deadline for completion of work and implementation of this system may be extended by mutual consent of both parties to this agreement.~~

