

# **Bargaining Proposals**

**Presented to Treasury Board**

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

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



**October 22, 2018**

**PIPSC Bargaining Team****Bargaining Team President****Lynn Ohlson**

Group : NU

Department : CSD

**Bargaining Team Member****Ginette Tardif**

Group : NU

Department : HC/ISC (FNIHB)

**Bargaining Team Member****Adam Fenwick**

Group : PH

Department : CSC

**Bargaining Team Member****Donald Moisan**

Group : SCW

Department : CSC

**Bargaining Team Member****Peter Rodrigues**

Group : NU

Department : DVA

**Bargaining Team Member****Richard J. Smith**

Group : OP

Department : DND

**Bargaining Team Member****Eric Massey**

Group : NU

Department : CSC

**Bargaining Team Member****Bruno Gagnon**

Group : PS

Department : CSC

**Bargaining Team Member****Ian Shaw**

Group : NU

Department : CSC

**Negotiator****Jean-Paul Leduc****PIPSC Staff**

## PREAMBLE

The following proposals are submitted to amend the collective agreement between the Health Services (SH) Group of the Professional Institute of the Public Service of Canada and Treasury Board of Canada which expired September 30, 2018. These proposals are submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions. Changes are highlighted in **bold type**. Where deletions are proposed, the words have a strikethrough ( — ).

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.

Subject to the above noted, all other clauses, articles or portion thereof and any other matters will be considered to be renewed.

**Central Table proposals: All items agreed to during central negotiation will be included in our tentative agreement.**

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

**The Institute wishes to discuss the introduction of gender neutral language.**

**The Institute reserves the right to table proposals related to activity based working/workplace GC, office 2.0/3.0 and related issues at a later date.**

**The institute reserves the right to table proposals related to voluntary reduction of hours of work decrease from 1 FTE to 0.9 or 0.8 FTEs.**

**The Institute reserves the right to table proposals related to telework at a later date.**

**The Institute reserves the right to table proposals related to RCMP specific working conditions at a later date.**

**The Institute reserve the right to propose incorporating any agreement made at the central EWSP table between the Employer and the Institute.**

**Article 2**  
**INTERPRETATION AND DEFINITIONS**

**The Institute reserve the right to table language changes at a later date.**

**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.

**(new)**

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

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

**8.07 and 8.24** When operational requirements permit, two (2) rest periods of fifteen (15) minutes each shall be provided during each normal workday. **At the request of the employee, rest periods may be taken consecutively.**

**8.08 Shift Work – Definitions**

- (a) “shift schedule” means the arrangement of shifts over a given period of time and includes days of rest and designated paid holidays;
- (b) “shift work” means rotation through two (2) or more periods of eight (8) hours or longer where operational requirements necessitate **twelve (12)** ~~sixteen (16)~~ **up to or** twenty-four (24) hours coverage each day or where the requirements of the position would normally necessitate rotation but the employee, with the approval of the Employer, works on permanent evening or night duty.

**8.09 Scheduled workweek and scheduled workday**

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

- a.
  - i. an average of thirty-seven decimal five (37.5) hours per week, and
  - ii. an average of five (5) days per week;
- b. seven decimal five (7.5) hours per day;
- c. the commencement and/or end of each shift may be varied by fifteen (15) minutes to provide for the continuity of care and/or an appropriate length of the meal period **without extending the hours of work beyond seven decimal five (7.5) hours per day;**
- d. the daily hours of work shall be consecutive and exclusive of meal periods;
- e.
  - i. notwithstanding subparagraph 8.09(a)(ii) and paragraph 8.09(b), upon the request of a three-quarter majority of the employees affected and with the concurrence of the Employer, hours of work may be modified provided no shift exceeds twelve (12) hours or is less than seven decimal five (7.5) hours;
- ii. implementation of subparagraph 8.09(e)(i) is subject to Article 46: variations in hours of work.

**8.14 Scheduling of shifts**

The Employer shall set up a shift schedule which shall cover a minimum period of **six (6)** ~~four (4)~~ weeks, posted **three (3)** ~~two (2)~~ weeks in advance, which will cover the normal requirements of the work area.

**8.17** Every reasonable effort shall be made by the Employer to consider the wishes of the majority of employees concerned in the arrangements of shifts within a shift schedule. Consideration shall be given to an employee's request for permanent evening or night duty.

**The Institute reserve the right to table language at later date on article 8.17**

**Article 9**  
**OVERTIME**

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

Paragraphs 9.01(a) and 9.01(b) do not apply to the NU, MD and DE Groups

**(NEW)**

**Paragraphs 9.01(d) and 9.01(e) apply to the NU group only**

**(d)**

- (i) time and one-half (1 1/2), for the first four (4) consecutive hours of overtime in any contiguous period;**
- (ii) double (2) time for all hours of overtime worked in excess of four (4) consecutive hours of overtime in any contiguous period, and for all hours worked on the second (2<sup>nd</sup>) or subsequent day of rest. Second or subsequent day of rest means the second (2<sup>nd</sup>) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.**

**(e) On a holiday, the employee shall be paid, in addition to the pay that he would have been granted had he not worked on the holiday:**

- (i) one and one-half (1 1/2) times his hourly rate of pay for the first four (4) hours worked;**
- and**
- (ii) two (2) times his hourly rate of pay for hours worked in excess of four (4) hours;**
- (iii) when an employee works on a holiday following a day of rest on which the employee also worked and received overtime in accordance with subparagraph 9.01(d) (ii), the employee shall be paid, in addition to the pay that he would have been granted had he not worked on the holiday, two (2) times his hourly rate of pay for all time worked.**

**9.06**

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed
- b. for one meal **as per the Treasury Board travel policy meal rate** ~~in the amount of twelve dollars (\$12.00), except where free meals are provided~~. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to his place of work.
- c. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one additional meal **as per the Treasury Board travel policy meal rate** ~~in the amount of twelve dollars (\$12.00), except where free meals are provided~~. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

~~Paragraphs 9.06(a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.~~

**Article 11**  
**STANDBY**

- 11.01** When the Employer requires an employee to be readily available on standby during off duty hours an employee shall be compensated at the rate of **one(1)** ~~half (1/2)~~ hour for each four (4) hour period or portion thereof for which the employee has been designated as being on standby duty.



**Article 12**

**DESIGNATED PAID HOLIDAYS**

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

- (k) **the first Monday in August,**
- (l) one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed ~~or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, one such day shall be the first Monday in August,~~
- and
- (m) ~~one (1) any~~ additional day when proclaimed by an Act of Parliament as a national holiday.

**Article 13**

**TRAVELLING TIME**

**The Institute reserve the right to table language at a later date to correct anomalies in travelling time calculation.**

**Article 15**

**VACATION LEAVE**

**The Institute will be tabling language at a later date on article 15.**

**Specific discussion are needed on the following article 15.02, 15.05, 15.08 and 15.11.**

**Article 17**  
**OTHER LEAVE WITH OR WITHOUT PAY**

**\*\*17.02 Bereavement leave with pay**

**\*\***

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner resident with the employee), **fiancé/ fiancée**, child (including child of common-law partner), grandchild, grandparent **including grandparent of spouse**, stepchild, foster child or ward of the employee, father-in-law, mother-in-law, **son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew** and any other **person** ~~relative~~ permanently residing in the employee's household or with whom the employee permanently resides.

- a. When a member of the employee's immediate family dies, an employee:
  - i. shall be entitled to a single bereavement period of seven (7) consecutive calendar days **or may be taken in two (2) periods to a maximum of five (5) working days**. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death. During such period the employee shall be paid for those days which are not regularly scheduled days of rest;

- ii. **When requested to be taken in two (2) periods:**

**The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and**

**The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.**

**In addition the employee may be granted up to three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.**

- b. ~~An employee is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandparent of spouse.~~ **( Would remove subject to excepting language in 17.02)**

- c. It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Deputy Head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater or in a manner other than that provided for in subparagraph 17.02(a)(i),(ii) and (b).
- d. If, during a period of sick leave or vacation leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave under this clause, the employee shall be granted bereavement leave and the sick leave or vacation leave credits shall be restored to the extent of any concurrent bereavement leave granted.
- e. **An employee is entitled to leave with pay to attend, including travel to and from the funeral or memorial of a friend or co-worker.**

#### **17.09 Leave without pay for the care of immediate family**

Subject to operational requirements, an employee shall be granted leave without pay for family-related needs in accordance with the following conditions:

- a. For the purpose of this clause, immediate family is defined as any relative permanently residing in the employee's household or with whom the employee permanently resides, and the employee's spouse (or common-law partner resident with the employee), children (including foster children or children of spouse or common-law partner) or parents (including stepparents or foster parent).
- b. Subject to paragraph (a), up to five (5) years leave without pay during an employee's total period of employment in the public service may be granted for the personal long-term care of the employee's family. ~~Leave granted under this paragraph shall be for a minimum period of three (3) weeks.~~
- c. An employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given.
- d. Leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of continuous employment for the purposes of calculating severance pay and from the calculation of service for the purposes of calculating vacation leave.
- e. Time spent on such leave shall not be counted for pay increment purposes.
- f. Leave granted under Leave Without Pay for the Care and Nurturing of Pre-School Age Children or under Leave Without Pay for the Long-Term Care of a Parent under the terms of other agreements will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee's total period of employment in the public service.
- g. An employee who has proceeded on leave without pay may change his return to work date if such change does not result in additional costs to the employer.

**Article 17**  
**OTHER LEAVE WITH OR WITHOUT PAY**

**17.12 Leave with pay for family-related responsibilities**

- a. For the purpose of this clause, family is defined as any relative permanently residing in the employee's household or with whom the employee permanently resides, and the employee's spouse (or common-law partner resident with the employee), children (including foster children and children of legal or common-law partner) parents (including stepparents or foster parents), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandchild or grandparents of the employee.
- b. The total leave with pay which may be granted under this clause shall not exceed **forty-five (45) thirty-seven decimal five (37.5)** hours in a fiscal year.
- c. 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 alternate arrangements are not possible an employee shall be granted leave for a medical or dental appointment when the family member is incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;
  - 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 alternate care arrangements where the illness is of a longer duration;
  - iii. leave with pay for needs directly related to the birth or to the adoption of the employee's child;
  - iv. leave with pay to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
  - v. leave with pay 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 **forty-five (45) thirty-seven decimal five (37.5)** hours stipulated in paragraph 17.12(b) above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

- d. Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 17.12(c) (ii) above, on production of a medical certificate, 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.

#### 17.18 Maternity-related Reassignment or Leave

(g) Notwithstanding clause (e), for an employee working:

- (i) in an institution at Correctional Service Canada where she is in direct and regular contact with offenders, and
- (ii) for Health Canada NU-CHNs who are permanently assigned in nursing stations situated in remote and isolated First Nations communities (type 1 and 2 according to Health Canada's Community Workload Increase System (CWIS),

**Need to renumber if agreed (iv) would be (iii)**

~~(iii) OP and NU HOS of at Ste-Anne de Bellevue Hospital and an employee working at the RTCOSI who provide direct and regular health care to patients,~~

~~(iii)(iv)~~ ~~OP and NUs~~ in the Department of National Defence who provide direct and regular health care to patients, and, if the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence with pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than at the time the employee proceeds on Maternity Leave without Pay or the termination date of the pregnancy, whichever comes first.

**Article 17**  
**OTHER LEAVE WITH OR WITHOUT PAY**

**17.19 Medical appointment for pregnant employees**

**The Institute reserves the right to table language at later date.**

**17.20 Personal leave**

- (a) Subject to operational requirements as determined by the Employer, ~~and with an advance notice of at least five (5) working days,~~ the employee shall be granted, in each fiscal year, up to twenty two decimal five (22.5) ~~fifteen (15)~~ hours of leave with pay for reasons of a personal nature.
- (b) The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.

**17.21 Other leave with pay**

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

**17.22 Other leave without pay**

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

**(NEW)**

**17.23**

**The Institute reserves the right to table language on Compassionate leave.**

**NEW**

**Long Term Service recognition Leave for Care providers**

- a) Employees providing care to clients shall be credited a one-time entitlement of five (37.5) hours of recognition leave with pay on the first (1<sup>st</sup>) day of the month following the employee's tenth (10<sup>th</sup>) anniversary of service, as defined in clause 15.03.
- b) Employees providing care to clients shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1<sup>st</sup>) day of the month following the employee's twentieth (20<sup>th</sup>) anniversary of service, as defined in clause 15.03.
- (c) Transitional provisions

Effective the date of signing, an employee providing care to clients is only entitled to one of the following provisions:

- (I) employees with ten or (10) years of service, as defined in clause 15.03, shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay;
- or
- (II) employees with twenty or more (20) years of service, as defined in clause 15.03, shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay.

The Institute reserves the right to propose further changes to this article, or propose incorporating any agreement made at the central table between the Employer and the Institute at a later date. This is inclusive of proposals on Critical Illness leave, maternity/ Paternity/Parental leave and allowances, and Compassionate Care leave and allowances.

**New article**

**LEAVE WITH INCOME AVERAGING OR FLEX LEAVE**

**The Institute reserves the right to table language on Income averaging or flex leave at a later date.**

**Article 18**

**CAREER DEVELOPMENT**

**The Institute reserves the right to table demands at a later date pending the outcome or directive of the Committee that was created at the request of the last round of bargaining.**

**Article 21**

**REGISTRATION FEES**

**21.01** The Employer shall reimburse an employee for the payment of membership, registration or other related fees to organizations or governing bodies when ~~the Employer is satisfied that~~ the payment of such fees are related to ~~is a requirement for the continuation of~~ the performance of the duties of the employee's position.

**The Institute reserves the right to discuss the requirements for practice hours that are required to maintain their professional license and the timeline for such payments.**

**Article 24**

**SAFETY AND HEALTH**

**(NEW)**

**24.04 Apply only to FNIHB nurses working in remote or isolated communities**

**The Institute reserves the right to table language as per discussion on security of NU working in remote or isolated communities.**



**Article 30**  
**LEAVE FOR LABOUR RELATIONS MATTERS**

The parties to update the language for consistency between the MOU signed between the parties in August 2018 regarding the continuation of pay during Union leave.

**Article 40**  
**EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

The Institute reserves the right to table language at later date.

**ARTICLE 44**  
**Correctional Service Specific Duty Allowance**

**CSSDA language to be reviewed**  
**Need to add all members even in the community**  
**Starting on first day on new collective agreement affective, 1<sup>st</sup> of October 2018**

**NEW**  
**NURSE IN CHARGE ALLOWANCE**

When a Nurse is required to perform the duties of her supervisor, he or she shall receive an allowance equal to three dollars fifty cents (\$3.50) per hour, for each hour or part of an hour where he or she performs these duties, including overtime.

**NEW**

**INSTRUCTOR ALLOWANCE**

**When an employee is required to perform the duties of an instructor, he or she shall receive an allowance equal to three dollars fifty cents (\$3.50) per hour, for each hour or part of an hour where he or she performs these duties, including overtime.**

**NEW**

**MENTORING ALLOWANCE**

**The institute reserves the right to table language at later date.**

**Article 47**

**SHIFT AND WEEKEND PREMIUMS**

**47.01**

- a. An employee on shift work shall receive a shift premium of ~~two dollars (\$2.00)~~ **three dollars and a half (\$3.50)** per hour for all hours worked between 1600 and 0800 hours. The shift premium will not be paid for hours worked between 0800 and ~~1500~~ **1600** hours.

~~Paragraph (b) applies only to NU employees in St Anne de Bellevue Hospital~~

- ~~b. An employee on shift work shall receive a shift premium of two dollars (\$2.00) per hour for all hours worked between 1530 and 0730 hours. The shift premium will not be paid for hours worked on the day shift between 0730 and 1530 hours.~~

**47.02**

- a. Employees shall receive an additional premium of ~~two dollars (\$2.00)~~ **three dollars and a half (\$3.50)** per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below.
- b. Weekend premiums shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

**ARTICLE 49  
CONTRACTING OUT**

**49.01 becomes 49.02**

**NEW**

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

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

**NEW**

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

**NEW ARTICLE XX  
CLOTHING ALLOWANCE**

**This article applies only to NU employees working at CSC**

**XX.01** NU employees providing care to inmates shall receive an annual clothing allowance of six hundred dollars (\$600.00). This allowance will be payable March 31<sup>st</sup> of each year. The provision applies to those NU employees assigned to such duties for periods of time of not less than six (6) months per fiscal year.

**NEW ARTICLE XX**

**NU-Nursing/FNIHB nurses**

**XX.01 The Institute reserves the right to table a comprehensive proposals at a later date related to the term of conditions of employment , including security, retention, recruitment and any other related issues.**

**Appendix “N”**

**Letter of Understanding Concerning the Health Services Group**

**Re: Second on Standby for the Health Canada Nurses in Remote and Isolated Communities**

Health Canada will maintain and continue to apply the Second on Standby policy for all the remote and isolated communities.

**Add third on standby for bigger communities.**

**Appendix “O”**

**Letter of Understanding Concerning the Health Services Group**

**Re: Employee Leave Status During or as a Result of a Critical Incident in Health Canada**

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

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

**Editorial change for new departmental names.**

**ARTICLE 52  
DURATION**

**52.01 The Institute will discuss duration of the agreement with the employer at a central table.**

**APPENDIX A  
ANNUAL RATES OF PAY**

**The Institute wishes to discuss various SH pay scales with the Employer and reserves the right to table pay proposals (market adjustment) for all occupations within the SH group at a later date. This includes proposals on allowances, terminable or otherwise.**

**The Institute reserve the right to table language on National rate of pay for NU and OP during this round of bargaining.**