



Treasury Board of Canada
Secretariat

Secrétariat du Conseil du Trésor
du Canada

EMPLOYER COMMON TABLE PROPOSALS

IN THE CONTEXT OF

NEGOTIATIONS FOR THE RENEWAL

OF COLLECTIVE AGREEMENTS

WITH THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE

OF

CANADA

November 2, 2018

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INTRODUCTION

The Employer's negotiation objectives for this round of bargaining are to reduce the pay administration burden, provide economic increases that are fair for workers and taxpayers, address departmental operating priorities and support the effective management of the Public Service. Such an approach will contribute to an engaged and qualified workforce that delivers results for Canadians.

The Employer agrees to abide by the principles outlined in the Collective Bargaining Protocol reached with the Professional Institute of the Public Service of Canada.

Without prejudice, attached are the Employer proposals for the negotiation provisions that are common among six collective agreements between the Treasury Board and the Professional Institute of the Public Service of Canada (AV, CS, NR, RE, SH and SP collective agreements). These provisions should not be discussed at individual bargaining tables.

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

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

Agreements at this table will be incorporated in the AV, CS, NR, RE, SH and SP collective agreements.

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

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

GENERAL

The Employer proposes to:

- simplify, consolidate and standardize where appropriate;
- review and amend, as necessary, collective agreements in relation to recent legislative changes, or any other required administrative changes in terminology;
- discuss Pay Administration issues and simplification, including an extension to the implementation period; and
- incorporate common table agreements as part of the AV, CS, NR, RE, SH and SP collective agreements.

RATES OF PAY – ECONOMIC INCREASES

The Employer wishes to discuss rates of pay and pay notes.

AV: Appendix A

CS: Appendix A and Appendix B

NR : Appendix A

RE : Appendix A

SH : Appendix A, Appendix A-1, Appendix A-2 and Appendix A-03

SP : Appendix A

DURATION

AV:

48.01 The duration of this collective agreement shall be from the date it is signed to June 21, ~~2018~~ **2022**.

CS: clause 49.01

NR : clause 48.01

RE : clause 47.01

SH : clause 52.01

SP : clause 48.01

RETROACTIVITY

The Employer proposes that terms and conditions of employment be implemented prospectively after the signature of the agreement. The Employer is open to discussions about providing compensation to employees in lieu of retroactive payments.

AV: Article 45

CS: Article 47

NR: Article 46

RE: Article 45

SH: Article 45

SP: Article 46

IMPLEMENTATION

The Employer wishes to discuss implementation.

AV: Article 48

CS: Article 49

NR : Article 48

RE : Article 47

SH : Article 52

SP : (New)

PAY SIMPLIFICATION

The Employer wishes to discuss options to standardize and simplify certain terms and conditions of employment to lessen the burden on pay administration, where the associated cost is reasonable and recoding/impact on the pay system is minimal.

Various Articles

EMPLOYEE WELLNESS PLAN

The sick leave provisions of this agreement will be amended by mutual consent to address a new Employee Wellness Plan, when an agreement is reached between the parties.

AV: Article 16 & Appendix E

CS: Article 16 & Appendix K

NR : Article 16 & Appendix G

RE : Article 17 & Appendix F

SH : Article 16 & Appendix X

SP : Article 16 & Appendix I

WORKFORCE ADJUSTMENT

The Employer wishes to discuss Workforce Adjustment provisions.

AV: Appendix C

CS: Appendix E

NR : Appendix E

RE : Appendix D

SH : Appendix S

SP : Appendix G

CHECK-OFF

The Employer wishes to discuss Union Dues Check-Off.

AV: Article 26

CS: Article 26

NR : Article 27

RE : Article 28

SH : Article 26

SP : Article 27

ROYAL CANADIAN MOUNTED POLICE

In light of section 86 of the *Enhancing the Royal Canadian Mounted Police Accountability Act* - which would deem certain RCMP members to be persons appointed under the Public Service Employment Act, on a date to be determined - the Employer may wish to table proposals related to this deeming exercise.

LEAVE FOR LABOUR RELATIONS MATTERS

CS Agreement

~~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 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 joint agreement.

Appendix “J”

Memorandum of Agreement With Respect to Implementation of 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.~~

AV, CS, NR, RE, SH and SP Agreements

APPENDIX XX

MEMORANDUM OF UNDERSTANDING – AGREEMENT WITH RESPECT TO LEAVE FOR UNION BUSINESS – COST RECOVERY

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

The parties agree to this MoU as a direct result of current Phoenix pay system implementation concerns related to the administration of leave without pay for union business.

Leave granted to an employee under the following clauses of the collective agreement (*each agreement will specify the relevant clauses*):

- *AV: 30.02, 30.10, 30.11, 30.13, 30.14(a)*
- *CS: 29.01(2), 29.05, 29.06, 29.08, and 29.09*
- *NR: 31.02, 31.10, 31.11, 31.13, 31.14(a)*
- *RE: 32.02, 32.10, 32.11, 32.13, 32.14(a)*
- *SH: 30.02, 30.10, 30.11, 30.13, 30.14(a)*
- *SP: 31.02, 31.10, 31.11, 31.13, 31.14(a)*

will be with pay for ~~periods of up to 3 months of continuous leave per year~~ **a total maximum period of three (3) months per fiscal year.**

It is agreed that leave with pay granted under the above-noted clauses for union business will be paid for by the Employer pursuant to this MoU, effective upon its signature.

The Institute shall then reimburse the Employer for the actual gross salary paid for each person-day, in addition to which shall also be paid to the Employer by the Institute an amount equal to six percent (6%) of the actual gross salary paid for each person-day, which sum represents the Employer's contribution for the benefits the employee acquired at work during the period of approved leave with pay pursuant to this MoU.

On a bi-monthly basis, and within 120 days of the end of the relevant period of leave, the hiring Department/Agency will invoice the Institute for the amount owed to them by virtue of this understanding. The amount of the gross salaries and the number of days of leave taken for each employee will be included in the statement.

The Institute agrees to reimburse the Department/Agency for the invoice within sixty (60) days of the date of the invoice.

This Memorandum of Understanding expires on (*DATE of expiry of the agreement*).

MATERNITY ALLOWANCE

The Employer wishes to discuss the Maternity Allowance.

AV: clause 17.04

CS: clause 17.04

NR: clause 17.04

RE: clause 18.04

SH: clause 17.04

SP: clause 17.04

PARENTAL ALLOWANCE

The Employer wishes to discuss the Parental Allowance.

AV: clause 17.07

CS: clause 17.07

NR: clause 17.07

RE: clause 18.09

SH: clause 17.07

SP: clause 17.07

LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

The Employer wishes to discuss Leave without Pay for the Care of Immediate Family.

AV: clause 17.09

CS: clause 17.09

NR: clause 17.09

RE: clause 18.11

SH: clause 17.09

SP: clause 17.09