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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 Agreement reached with the Professional Institute of the Public Service of Canada.

Without prejudice, attached are the Employer proposals for the negotiation of a single collective agreement covering employees who are members of the Computer Systems bargaining unit.

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

The Employer also proposes that articles of the agreement which 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.

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, the collective agreement 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;
- incorporate common table agreements as part of the CS collective agreement.

ADMINISTRATIVE CHANGES

Replace all references to the Public Service Labour Relations Board / Public Service Labour Relations and Employment Board with references to the **Federal Public Sector Labour Relations and Employment Board (FPSLREB)**.

Replace all references to the Public Service Staff Relations Act / Public Service Labour Relations Act with references to the **Federal Public Sector Labour Relations Act (FPSLRA)**.

This applies to the following clauses:

ARTICLE 2 – INTERPRETATION AND DEFINITIONS

2.01

h. “employee”

means a person so defined by the **Federal Public Service Sector Labour Relations Act** and who is a member of the bargaining unit (employé),

2.02 Except as otherwise provided in this agreement, expressions used in this agreement:

- a. if defined in the **Federal Public Service Sector Labour Relations Act**, have the same meaning as given to them in the **Federal Public Service Sector Labour Relations Act**; and
- b. if defined in the Interpretation Act, but not defined in the **Federal Public Service Sector Labour Relations Act**, have the same meaning as given to them in the Interpretation Act.

ARTICLE 7 – HOURS OF WORK

7.18 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 7 am and 6 pm; 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. **Federal Public Service Sector Labour Relations and Employment Board** proceedings

ARTICLE 17 – OTHER LEAVE WITH OR WITHOUT PAY

17.04 Maternity Allowance

a. (iii) (C) however, an employee whose specified period of employment expired and who is rehired in any portion of the core public administration as specified in the **Federal Public Service Sector Labour Relations Act** within a period of ninety (90) days or less is not indebted

for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

17.07 Parental allowance

a. (iii) (C) ...however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the **Federal Public Service Sector** Labour Relations Act within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

17.14 Personnel selection leave with pay

Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the public service, as defined in the **Federal Public Service Sector** Labour Relations Act, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required. This clause applies equally in respect of personnel selection processes related to deployment.

ARTICLE 24 – RECOGNITION

24.02 The Employer recognizes that it is a proper function and a right of the Institute to bargain with a view to arriving at a collective agreement and the Employer and the Institute agree to bargain in good faith, in accordance with the provisions of the **Federal Public Service Sector** Labour Relations Act.

ARTICLE 25 – UNION DUES

25.05 No employee organization, as defined in section 2 of the **Federal Public Service Sector** Labour Relations Act, other than the Institute, shall be permitted to have membership dues and/or other moneys deducted by the Employer from the pay of employees in the bargaining unit.

ARTICLE 29 – LEAVE FOR LABOUR RELATIONS MATTERS

29.01 Federal Public Service Sector Labour Relations and Employment Board hearings

1. Complaints made to the Federal Public Service Sector Labour Relations and Employment Board pursuant to section 190(1) of the Federal Public Service Sector Labour Relations Act

Where operational requirements permit, in cases of complaints made to the **Federal Public Service Sector** Labour Relations and Employment Board pursuant to section 190(1) of the **PSLRA FPSLRA** alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the **PSLRA FPSLRA**, the Employer will grant leave with pay:

- a. to an employee who makes a complaint on his own behalf before the **Federal Public Service Sector** Labour Relations and Employment Board;

3. Employee called as a witness

The Employer will grant leave with pay:

- a. to an employee called as a witness by the **Federal Public Service Sector** Labour Relations and Employment Board;

29.10 Determination of leave status

Where the status of leave requested cannot be determined until the **Federal Public Service Sector** Labour Relations and Employment Board or an adjudicator has given a decision, leave without pay will be granted pending final determination of the appropriate leave status.

ARTICLE 31 – ILLEGAL STRIKES

31.01 The **Federal Public Service Sector** 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 **Federal Public Service Sector** Labour Relations Act.

ARTICLE 33 – GRIEVANCE PROCEDURE

33.02 Individual grievances

Subject to and as provided in section 208 of the **Federal Public Service Sector** Labour Relations Act, an employee may present an individual grievance to the Employer if he or she feels aggrieved:

33.03 Group grievances

Subject to and as provided in section 215 of the **Federal Public Service Sector** Labour Relations Act, the Institute may present a group grievance to the Employer on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

33.04 Policy grievances

Subject to and as provided in section 220 of the **Federal Public Service Sector** Labour Relations Act, the Institute or the Employer may present a policy grievance in respect of the interpretation or application of the collective agreement or an arbitral award.

33.08 Subject to and as provided for in the **Federal Public Service Sector** Labour Relations Act, a grievor who feels treated unjustly or aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 33.06, except that:

33.16 Where a grievance has been presented up to and including the final step in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final step in the grievance process is final and binding and no further action may be taken under the **Federal Public Service Sector** Labour Relations Act.

33.24 “...and the grievance has not been resolved, it may be referred to adjudication in accordance with the provisions of the **Federal Public Service Sector** Labour Relations Act and Regulations.”

33.26 Expedited adjudication

The parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

The Professional Institute of the Public Service of Canada and the Treasury Board of Canada Secretariat agree to establish a process of expedited adjudication, which may be reviewed at any time by the parties and the **Federal Public Service Sector** Labour Relations and Employment Board (**FPSLRB**). The framework is set out below.

- c. When the parties agree that a particular grievance will proceed through expedited adjudication, the Institute will submit to the **PSLRB FPSLRB** the consent form signed by the grievor or the bargaining agent.
- d. The parties may proceed with or without an agreed statement of facts. When the parties arrive at an agreed statement of facts it will be submitted to the **PSLRB FPSLRB** or to the adjudicator at least forty-eight (48) hours prior to the start of the hearing.
- f. The adjudicator will be appointed by the **PSLRB FPSLRB** from among any of the members of the chairperson group, or any of its members who have had at least two (2) years experience as a member of the Board.
- g. Each expedited adjudication session will take place in Ottawa unless the parties and the **PSLRB FPSLRB** agree otherwise. The cases will be scheduled jointly by the parties and the **PSLRB FPSLRB**, and will appear on the **PSLRB FPSLRB** hearing schedule.

ARTICLE 34 – NATIONAL JOINT COUNCIL AGREEMENTS

34.01 Agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, and as amended from time to time, will form part of this collective agreement, subject to the **Federal Public Service Sector** Labour Relations Act (**PSLRA FPSLRA**) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in section 113 of the **PSLRA FPSLRA**.

34.02 The NJC items which may be included in a collective agreement are those items which parties to the NJC agreements have designated as such or upon which the Chairman of the **Federal Public Service Sector** Labour Relations and Employment Board has made a ruling pursuant to (c) of the NJC Memorandum of Understanding which became effective December 6, 1978, as amended from time to time.

ARTICLE 37 – PART-TIME EMPLOYEES

Definition

37.01 Part-time employee means a person whose normal scheduled hours of work are less than thirty-seven decimal five (37.5) hours per week, but not less than those prescribed in the **Federal Public Service Sector** Labour Relations Act.

Replace all references to “~~cash~~” with references to “~~cash~~”.

This applies to the following clauses:

ARTICLE 19 – SEVERANCE PAY

19.01

c. Rejection on probation

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, he shall be paid severance pay equal to the amount obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment to a maximum of twenty-seven (27) weeks less any period in respect of which he was granted severance pay, retiring leave or a ~~cash~~ gratuity ~~payment~~ in lieu of retiring leave.

19.02 The period of continuous employment used in the calculation of severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a ~~cash~~ gratuity ~~payment~~ in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

APPENDIX “H” – Archived provisions for the elimination of severance pay for voluntary separations (resignation and retirement)

ARTICLE 19 – SEVERANCE PAY

19.01

e. Rejection on probation

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, he shall be paid severance pay equal to the amount obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment to a maximum of twenty-seven (27) weeks less any period in respect of which he was granted severance pay, retiring leave or a ~~cash~~ gratuity ~~payment~~ in lieu of retiring leave.

19.02 The period of continuous employment used in the calculation of severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a ~~cash~~ gratuity ~~payment~~ in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

**ARTICLE 7
HOURS OF WORK**

7.12

- a. If an employee is given less than ~~seven (7) days~~ **forty-eight (48) hours** 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.

**ARTICLE 8
OVERTIME**

The Employer wishes to discuss.

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.~~

Call-Back on a Regular Work Day or Day of Rest

a. an employee who is called back to work on a day of rest or after the employee has completed his or her work for the day and has left his or her place of work, and returns to the workplace shall be paid the greater of:

- i. compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay except that this minimum shall only apply once during a single eight (8) hour period, starting when the employee first commences the work,

or

- ii. compensation at the applicable overtime rate for actual overtime worked,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work;

Call-Back Worked from a Remote Location

b. An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

- i. compensation at the applicable overtime rate for any overtime worked,

or

- ii. compensation equivalent to one (1) hour's pay at the straight-time rate which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work,

9.02 Compensation earned under this article may be taken in the form of compensatory leave 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 **when authorized** 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.

9.04 Payments provided under Overtime, Reporting Pay, Call-back and Stand-by provisions of this Agreement shall not be pyramided, that is an employee shall not receive more than one (1) compensation for the same service.

**ARTICLE 15
VACATION LEAVE**

Entitlement to Vacation Leave With Pay

15.04 An employee is entitled to vacation leave with pay to the extent of earned credits but an employee who has completed six (6) months of continuous **service employment** may receive an advance of credits equivalent to the anticipated credits for the current vacation year.

**ARTICLE 15
VACATION LEAVE**

15.12 Leave when Employment Terminates

When an employee dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave with pay to his credit by the hourly rate of pay as calculated from the classification prescribed in his certificate of appointment **of the substantive position** on the date of the termination of his employment.

ARTICLE 17 OTHER LEAVE WITH OR WITHOUT PAY

17.04 Maternity allowance

- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay ~~and the recruitment and retention “terminable allowance”~~ for each week of the waiting period, less any other monies earned during this period,
 - ii. for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay ~~and the recruitment and retention “terminable allowance”~~ and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period,...
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate ~~and the recruitment and retention “terminable allowance”~~ to which the employee is entitled for her substantive level to which she is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate ~~and the recruitment and retention “terminable allowance”~~ she was being paid on that day.

17.05 Special maternity allowance for totally disabled employees

- a. ...shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph 17.05(a)(i), the difference between ninety-three per cent (93%) of her weekly rate of pay ~~and recruitment and retention “terminable allowance”~~, and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation Act.

17.07 Parental allowance

- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay ~~and the recruitment and retention “terminable allowance”~~, for each week of the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate of pay ~~and the recruitment and retention “terminable allowance”~~ and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit

- to which he or she would have been eligible if no extra monies had been earned during this period;
- iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay ~~and the recruitment and retention “terminable allowance”~~ for each week, less any other monies earned during this period;
 - g. The weekly rate of pay referred to in paragraph (f) shall be the rate ~~and the recruitment and retention “terminable allowance”~~ to which the employee is entitled for the substantive level to which she or he is appointed.
 - h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate ~~and the recruitment and retention “terminable allowance”~~, the employee was being paid on that day.

17.08 Special parental allowance for totally disabled employees

- a. ...shall be paid, in respect of each week of parental allowance not received for the reason described in subparagraph 17.08(a)(i), the difference between ninety-three per cent (93%) of the employee's rate of pay ~~and the recruitment and retention “terminable allowance”~~, and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation Act.

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

~~17.17 Volunteer leave~~

~~**~~

~~Effective on April 1, 2018, clause 17.17, Volunteer leave, is deleted from the collective agreement.~~

~~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, two (2) periods of up to three decimal seven five (3.75) hours each of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.~~

~~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 leave at such times as the employee may request.~~

17.18 Personal leave

~~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, two (2) periods of up to three decimal seven five (3.75) hours each of leave with pay for reasons of a personal nature.~~

~~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 leave at such times as the employee may request.~~

~~**~~

~~Effective April 1, 2018, the wording in clause 17.18, Personal leave, is replaced with the following:~~

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, fifteen (15) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.

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 leave at such times as the employee may request.

**ARTICLE 18
CAREER DEVELOPMENT**

~~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.~~

**ARTICLE 20
RECLASSIFICATION AND STATEMENT OF DUTIES**

20.02 Upon written request, an employee shall be entitled to a ~~complete and current~~ statement of duties and responsibilities of his position including the position's classification level and point rating allotted by factor and an organization chart depicting the position's place in the organization.

**ARTICLE 27
INFORMATION**

~~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~~ **27.03** 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 30
CONTRACTING OUT**

The Employer wishes to discuss.

**ARTICLE 36
STANDARDS OF DISCIPLINE**

36.07 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, **exclusive of periods of leave without pay**, provided that no further disciplinary action has been recorded during this period. ~~This period will automatically be extended by the length of any single period of leave without pay in excess of six (6) months.~~

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, shall receive the new Correctional Service Specific Duty Allowance (CSSDA), subject to the 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 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 as defined in the Corrections and Conditional Release Act, and/or CSC Commissioner Directives. **The CSSDA is not payable to incumbents of positions located within Correctional Learning and Development Centres, Regional Headquarters, and CORCAN establishments that do not meet the definition of penitentiary as defined in the Corrections and Conditional Release Act and/or CSC Commissioner Directives.**

40.02 The **value of the** CSSDA shall be two (2) thousand dollars (\$2,000) 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.~~ **Except as prescribed in clause 40.04 below, this allowance shall be paid on a biweekly basis for any month in which an employee performs the duties for a minimum period of ten (10) days in a position to which the CSSDA applies.**

40.03 When the incumbent of a position to which the CSSDA applies, is temporarily assigned or acting in a position to which no CSSDA applies, the employee shall continue to receive the CSSDA applicable to his substantive position. However, if the employee's basic monthly pay entitlement in the position to which he or she is temporarily acting or assigned, plus the CSSDA, if applicable, is less than his or her monthly pay entitlement plus the CSSDA in his or her substantive position, the employee shall receive the CSSDA applicable to his or her substantive position.

40.04 An employee will be entitled to receive the CSSDA, in accordance with 40.01:

- a. during any period of paid leave up to a maximum of sixty (60) consecutive calendar days; or
- b. during the full period of paid leave where an employee is granted injury on duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

40.05 The CSSDA shall not form part of an employee's salary except for the purposes of the following benefit plans:

- Public Service Superannuation Act
- Public Service Disability Insurance Plan
- Canada Pension Plan
- Quebec Pension Plan

- Employment Insurance Act
- Government Employees Compensation Act
- Flying Accident Compensation Regulations

APPENDIX "A"
CS - COMPUTER SYSTEMS GROUP ANNUAL RATES OF PAY

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

APPENDIX "B"
**CS - COMPUTER SYSTEMS GROUP WEEKLY, DAILY AND HOURLY RATES OF
PAY**

Delete.

**APPENDIX “F”
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF
CANADA AND THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF
CANADA WITH RESPECT TO OCCUPATIONAL GROUP STRUCTURE REVIEW
AND CLASSIFICATION REFORM**

The Employer wishes to discuss.

APPENDIX “G”
MEMORANDUM OF UNDERSTANDING SHARED SERVICES CANADA

General

1. This Memorandum of Understanding sets out special provisions respecting certain terms and conditions of employment, namely rates of pay for those employees whose substantive position was transferred through Order in Council, effective November 15, 2011, from the Canada Revenue Agency, the Canadian Food Inspection Agency, the Canadian Nuclear Safety Commission, the Financial Transactions and Reports Analysis Centre of Canada, the National Research Council of Canada, or the Parks Canada Agency to Shared Services Canada.
2. This Memorandum of Understanding supersedes the Directive on Terms and Conditions of Employment, where the Terms and Conditions of Employment are inconsistent with the Memorandum of Understanding.
3. Where the provisions of the Computer Systems (CS) collective agreement differ from those set out in the Memorandum of Understanding, the conditions set out in the Memorandum of Understanding shall prevail.

Rates of Pay

1. Employees whose rate of pay prior to their transfer on November 15, 2011, namely, November 14, 2011, meets or is less than the maximum rate of pay of the corresponding Computer Systems (CS) group and level applicable to his substantive position upon transfer on November 15, 2011, shall be paid the pay specified in Appendix “A” at the corresponding CS rates of pay for the level applicable to his substantive position and will be subject to the provisions of Article 47 Pay Administration.
2. Employees whose rate of pay prior to their transfer on November 15, 2011, namely on November 14, 2011, exceeds the maximum rate of pay of the corresponding Computer System (CS) group and level applicable to his substantive position upon transfer on November 15, 2011 shall be paid a “holding rate of pay”, which will remain in effect:
 - a. for the duration of this Memorandum of Agreement;or
 - b. until such time as the maximum rate of pay of the corresponding CS group and level applicable to his substantive position upon transfer on November 15, 2011, is equal to or higher than the employee’s holding rate of pay.
3. An employee paid at a holding rate of pay on the effective date of an economic increase shall receive a non-compounding lump sum payment, equivalent to the percentage adjustment based on their holding rate of pay, in lieu of the economic increase. When the calculation of

~~an economic increase results in a salary that would exceed the current job rate, the difference is to be paid as a one-time lump sum payment.~~

- ~~4. On April 1, 2014 should an employees' holding rate of pay continue to exceed that of the corresponding CS group and level applicable to his or her substantive position, their rate of pay will be adjusted according to the deployment rules in the Directive on Terms and Conditions of Employment.~~

~~This Memorandum of Agreement expires on June 30, 2014~~

~~Signed at Ottawa, this 14th day of the month of December 2012.~~

**APPENDIX “T”
MEMORANDUM OF AGREEMENT BETWEEN THE TREASURY BOARD AND THE
PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA WITH
RESPECT TO CONTRACTING OUT**

The Employer wishes to discuss.

COMMON TABLE PROPOSALS

The Employer wishes to discuss the following articles at the common table:

1. Rates of Pay
2. Duration
3. Retroactivity
4. Implementation Period
5. Pay Simplification
6. Employee Wellness Plan
7. Workforce Adjustment
8. Union Dues
9. Deeming
10. Leave – Union Business (Cost Recovery)
11. Maternity Allowance
12. Parental Allowance
13. Leave Without Pay for the Care of Family

After discussion, the parties may refer any of these items to the CS table for negotiations.