

**May 25, 2019**

**THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA  
(THE INSTITUTE)  
COMPREHENSIVE OFFER TO SETTLE OUTSTANDING  
COLLECTIVE BARGAINING ISSUES  
WITH THE  
PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA  
AND  
THE TREASURY BOARD SECRETARIAT OF CANADA  
IN RESPECT OF THE  
AUDIT, COMMERCE AND PURCHASING (AV) GROUP**

**The Institute proposes this comprehensive offer to settle, contingent upon agreeing to the following items:**

1. Increases to the rate of pay, as identified in Annex A.
2. Duration – four (4) year agreement, expiring on **June 21, 2022**.
3. Amendments to the following, as identified in Annex B:
  - Article 2 – Interpretations and Definitions
  - Article 10 – Call-back
  - Article 17 – Other Leave with or without Pay
  - Article 18 – Career Development
  - Article 21 – Registration Fees
  - Article 43 – No Discrimination
  - Article 44 – Penological Factor Allowance - (New) Correctional Service Specific Duty Allowance
4. All items agreed to and signed at the PIPSC Central Table remain agreed to and form part of this comprehensive offer:
  - Increases to the rate of pay – economic increases

- Duration
  - Retroactivity and Implementation
  - Workforce Adjustment
  - Leave for Labour Relations Matters – Memorandum of Agreement with Respect to Implementation of Union Leave
  - Designated Paid Holidays (value of day 7.5 hours)
  - Caregiving Leave
  - Domestic Violence Leave
  - Memorandum of Understanding on Gender Inclusive Language
  - Memorandum of Understanding between the Treasury Board of Canada and the Professional Institute of Public Service of Canada with Respect to Workplace Harassment
  - Memorandum of Understanding between the Treasury Board and the Professional Institute of the Public Service of Canada is Respect of the Common Pay Administration
  - EWSP (to include the ESWP MOU)
  - RCMP (include the ESWP MOU)
  - Union Dues – Other Deductions
  - Changes to Maternity and Parental Leave Without Pay and Parental Allowance
5. All items agreed to and signed during the course of negotiations for the AV group form part of this comprehensive offer, unless otherwise specified:
- Changes to references for the FPSLREB and FPSLRA (Various)
  - Article 2.01(r): change to the definition of Overtime “authorized”
  - Article 9.01: Overtime “authorized”
  - Article 9.06: Overtime Meal Allowance (increase to \$12)
  - Article 13.01: Travelling Time (increase cap to 15 hours)
  - Article 17.13: Personal Leave
  - Article 37: Standards of Discipline
6. Unless otherwise expressly stipulated, the provisions become effective on the date of signing of the collective agreement.
7. The Employer and the Professional Institute of the Public Service of Canada agree to withdraw all other outstanding items.
8. The parties recognize that this agreement is conditional upon concluding agreements in other fora on the following matters:
- a renewed Employee Wellness Support Program MOU;
  - agreement on transitions measures - or a renewed Memorandum of Understanding - related to civilian members (RCMP);
  - Leave for Labour Relations Matters (union leave with cost recovery).
9. **The confidentiality requirements from the PIPSC common table tentative agreement apply.**

## **Annex A**

### **Appendix A**

#### **RATES OF PAY**

The Employer proposes to implement the following increases to rates of pay in accordance with Appendix “XX” – Memorandum of Understanding between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada with Respect to Implementation of the Collective Agreement.

Amounts in respect of the period prior to the implementation date will be paid as a retroactive payment, in accordance with Appendix “XX” – Memorandum of Understanding between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada with Respect to Implementation of the Collective Agreement.

#### **Wage Adjustments**

##### **AU – Auditing**

- Effective June 22, 2018 – wage adjustment to rates of pay: 0.75%

##### **CO – Commerce**

- Effective June 22, 2018 – wage adjustment to rates of pay: 0.50%
- Effective according to the dates determined by clause 2a)(ii) of the Memorandum of Understanding on Collective Agreement Implementation – wage adjustment to rates of pay:
  - Wage adjustment to rates of pay for the CO-01 level: 1.25%
  - Wage adjustment to rates of pay for the CO-03 level: 1.75%
  - Wage adjustment to rates of pay for the CO-04 level: 1.50%
- Advance the effective date for 0.75% of the June 22, 2020 economic increase and 0.75% of the June 22, 2021 economic increase to June 22, 2018 for all levels.

##### **PG – Purchasing and Supply**

- Effective June 22, 2018 – wage adjustment to rates of pay: 0.75%

## Annex B

### ARTICLE 2 INTERPRETATION AND DEFINITIONS

2.01 (k) “family”

except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother in law, **son-in-law, daughter-in-law**, the employee’s grandparents and **any** relative permanently residing in the employee’s household or with whom the employee permanently resides;

## **ARTICLE 10 CALL-BACK**

**10.01** When an employee is called back to work or when an employee who is on stand-by duty is called back to work by the Employer any time outside his normal working hours he shall be entitled to the greater of:

- a. a minimum of three (3) hours' pay at the applicable overtime rate, for each call-back to a maximum of eight (8) hours' pay in an eight (8) hour period or
- b. compensation at the applicable overtime rate for each hour worked

**10.02** An employee who receives a call to duty or responds to a telephone or data line call while on stand-by duty ~~or at any other time outside 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 time worked,  
or
- ii. compensation equivalent to two (2) hours' 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.

~~10.02~~ **10.03** Upon application by the employee and at the discretion of the Employer, or at the request of the employer and with the concurrence of the employee, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year and outstanding on December 31st of the next following fiscal year shall be paid at the employee's daily rate of pay on December 31.

**10.04** When an employee is called back to work under the conditions described in clause **10.01** and is required to use transportation services other than normal public transportation services the employee 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 their own automobile;  
or
- b. out-of-pocket expense for other means of commercial transportation.

*Renumber accordingly*

## ARTICLE 17 OTHER LEAVE WITH OR WITHOUT PAY

### 17.02 Bereavement leave with pay

**a. For the purpose of this clause, “family” is defined per Article 2 and in addition:**

- i. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave under 17.02(a)(i) only once during the employee’s total period of employment in the public service.**
- b. When a member of the employee’s immediate family dies, an employee shall be entitled to bereavement leave with pay. Such bereavement leave, 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 for the employee. In addition, the employee may be granted up to three (3) days’ leave with pay for the purpose of travel related to the death.**
- c. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.**
- d. When requested to be taken in two (2) periods**
  - i. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death and**
  - ii. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.**
  - iii. The employee may be granted no more than three (3) days’ leave with pay, in total, for the purposes of travel for these two (2) periods.**
- e. An employee is entitled to one (1) day’s bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law and grandparent of spouse.**
- f. If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraphs 17.02(a) and 17.02(d), the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.**
- g. 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 or their delegate may, after considering the particular circumstances involved, grant leave with pay for a period greater and/or in a manner different than that provided for in paragraphs 17.02(ab) and 17.02(de).**

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

**For the purpose of this clause, “family” is defined per Article 2 and in addition:**

- i. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.**

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

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

- a. For the purpose of this clause, family is defined as
  - i. spouse (or common-law partner resident with the employee);
  - ii. children (including foster children, children of legal or common-law partner and ward of the employee), grandchild;
  - iii. parents (including stepparents or foster parents), father-in-law, mother-in-law;
  - iv. brother, sister, step-brother, step-sister;
  - v. grandparents of the employee;
  - vi. any relative permanently residing in the employee’s household or with whom the employee permanently resides;
  - ~~or~~
  - vii. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;
  - or**
  - viii. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.**

## ARTICLE 18 CAREER 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. Career development refers to an activity which is, in the opinion of the Employer, likely to be of assistance to the individual in furthering his career development and to the organization in achieving its goals.

### 18.04 Professional development

- a. The parties to this Agreement share a desire to improve professional standards by giving the employees the opportunity ~~on occasion~~:
  - i. to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,
  - ii. to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer,  
~~or~~
  - iii. to 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.  
~~or~~
  - iv. **to participate, as a participant, 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.**
- b. 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) above.
- c. 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.
- d. When an employee is selected by the Employer 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.
- e. 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 9: overtime, and Article 13: travelling time, while on professional development under this clause.
- f. 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.



## ARTICLE 21 REGISTRATION FEES

**21.02** The Employer shall reimburse an employee his annual membership fees paid to ~~either the Institute of Chartered Accountants (CA), the Society of Management Accountants (CMA), Canadian Chartered Professional Accountant (CPA) or the Association of Certified General Accountants (CGA), or to one (1) of their respective provincial organizations,~~ **the Chartered Professional Accountants (CPA)** when the payment of such fees is a requirement for the continuation of the performance of the duties of his position.

**21.03** Except as provided under clause 21.05 below, the reimbursement of annual membership fees relates to the payment of an annual fee which is a mandatory requirement ~~by one of the governing organizations listed in this Article of the CPA~~ to maintain a professional designation and membership in good standing.

**21.04** When the payment of such fees is not a requirement for the continuation of the performance of the duties of an employee's position, but eligibility for a professional accounting designation ~~from one of these associations by the CPA~~ is a qualification specified in the Qualification Standards for the Auditing or Commerce group, the Employer shall reimburse the employee for his annual membership fees paid to one of the associations referred to in clause 21.02 to a maximum of one thousand **dollars** (\$1,000).

(New)

**21.07** When the payment of membership or registration fees to an organization or governing body is not a requirement for the continuation of the performance of the duties of an employee's position:

The Employer will reimburse some costs related to an employee's membership fee to a professional body or association that is linked to an employee's area of expertise and when the Employer is satisfied that the costs incurred by the Employer for expenses on relevant career and professional development activities for the employee are lower than what would otherwise be incurred as a result of that membership.

Where documentation is provided and the Employer is satisfied that the difference between non-membership and membership fees associated with the professional body or association could have realized financial savings for the Employer, the employee will be reimbursed either:

- a. the yearly cost of the membership;
- or
- b. the savings that would have been realized resulting from the employee's membership,

whichever is less, but not exceeding one thousand dollars (\$1,000).

**The parties agree that this change will not result in any retroactive payment or adjustment. It will form part of the implementation, on a prospective basis, of the new collective agreement**

*once signed, in accordance with the MOU between the Treasury Board of Canada and The Professional Institute of the Public Service of Canada with respect to Implementation of the Collective Agreement.*

### **ARTICLE 43 NO DISCRIMINATION**

**43.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, **gender identity and expression**, family status, marital status, **genetic characteristics**, mental or physical disability, conviction for which a pardon has been granted or membership or activity in the Institute.

*The parties agree that this change will not result in any retroactive payment or adjustment. It will form part of the implementation, on a prospective basis, of the new collective agreement once signed, in accordance with the MOU between the Treasury Board of Canada and The Professional Institute of the Public Service of Canada with respect to Implementation of the Collective Agreement.*

### **ARTICLE 44 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 Correctional Service Specific Duty Allowance (CSSDA), subject to the criteria outlined below.

**44.01** The Correctional Service Specific Duty Allowance (CSSDA) shall be payable to incumbents of specific positions in the bargaining unit within Correctional Service of Canada. 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, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders) 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, National 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.

**44.02** The value of the CSSDA shall be two thousand dollars (\$2,000) annually. Except as prescribed in clause 44.03 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.

**44.03** An employee will be entitled to receive the CSSDA, in accordance with 44.01:

- 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.

**44.04** 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
- Government Employees Compensation Act
- Flying Accident Compensation Regulations

## **ARTICLE 44**

### **PENOLOGICAL FACTOR ALLOWANCE**

#### **General**

~~**44.01** A Penological Factor Allowance shall be payable to incumbents in some positions in the bargaining units which are in the Correctional Services of Canada, subject to the following conditions:~~

~~**44.02** The Penological Factor Allowance is used to provide additional compensation to an incumbent of a position who, by reason of duties being performed in a penitentiary, as defined in the Corrections and Conditional Release Act as amended from time to time, assumes additional responsibilities for the custody of inmates other than those exercised by the Correctional Group.~~

~~**44.03** The payment of the allowance for the Custody of Inmates is determined by the designated security level of the penitentiary as determined by the Correctional Service of Canada. For those institutions with more than one (1) designated security level (that is, multi level institutions), the PFA shall be determined by the highest security level of the institution.~~

#### **Amount of PFA**

##### **44.04 Penological factor allowance**

~~Designated security level of the penitentiary~~

<del>Maximum</del>	<del>Medium</del>	<del>Minimum</del>
<del>(\$2,000)</del>	<del>(\$1,000)</del>	<del>(\$600)</del>

#### **Application of PFA**

~~**44.05** Penological Factor Allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional Headquarters, and National Headquarters, when the conditions described in clause 44.01 are applicable.~~

~~44.06 The applicability of PFA to a position and the position's level of PFA entitlement, shall be determined by the Employer following consultation with the Institute.~~

~~44.07 Except as prescribed in clause 44.10 below, an employee shall be entitled to receive PFA for any month in which he receives a minimum of ten (10) days' pay in a position(s) to which PFA applies.~~

~~44.08 Except as provided in clause 44.09 below, PFA shall be adjusted when the incumbent of a position to which PFA applies, is appointed or assigned duties in another position to which a different level of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one position to which PFA applies, he shall receive the higher allowance, provided he has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.~~

~~44.09 When the incumbent of a position to which PFA applies, is temporarily assigned a position to which a different level of PFA, or no PFA, applies, and when the employee's basic monthly pay entitlement in the position to which he is temporarily assigned, plus PFA, if applicable, would be less than his basic monthly pay entitlement plus PFA in his regular position, the employee shall receive the PFA applicable to his regular position.~~

~~44.10 An employee will be entitled to receive PFA, in accordance with the PFA applicable to his regular position:~~

- ~~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.~~

~~44.11 PFA 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~~
- ~~• Government Employees Compensation Act~~
- ~~• Flying Accident Compensation Regulations~~

~~44.12 If, in any month, an employee is disabled or dies prior to establishing an entitlement to PFA, the PFA benefits accruing to the employee or the employee's estate shall be determined in accordance with the PFA entitlement for the month preceding such disablement or death.~~

## **ARTICLE 37 STANDARDS OF DISCIPLINE**

**37.02** Where an employee is required to attend a meeting on disciplinary matters the employee is entitled to have a representative of the Institute attend the meeting when the representative is readily available. Where practicable, the employee shall receive a minimum of two (2) working days' **written** notice of such meeting **with reasons for the meeting**.

## **ARTICLE 2 INTERPRETATION AND DEFINITIONS**

2.01 For the purpose of this Agreement:

...

(r) "overtime"

means work required **or authorized** by the Employer, to be performed by the employee in excess of his daily hours of work;

## **ARTICLE 9 OVERTIME**

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

- a. on his normal work day, at the rate of time and one-half (1 1/2) for each hour of overtime worked for the first seven decimal five (7.5) overtime hours worked and double (2) time thereafter;
- b. on his first (1st) day of rest, at time and one-half (1 1/2) for each hour of overtime worked;
- c. on his second (2nd) or subsequent day of rest, at double (2) time for each hour of overtime worked. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;
- d. notwithstanding paragraph (c) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one-half (1 1/2) for the first (1st) day worked.
- e.
  - i. on a designated holiday, compensation shall be granted on the basis of time and one-half (1 1/2) for each hour worked, in addition to the compensation that he would have been granted had he not worked on the designated holiday;
  - or

- ii. when an employee works on a holiday, contiguous to a second (2nd) day of rest on which he also worked and received overtime in accordance with paragraph 9.01(c), he 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 hours 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 for one meal in the amount of ~~ten dollars and fifty cents (\$10.50)~~ **twelve dollars (\$12)**, 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
- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he shall be reimbursed for one additional meal in the amount of ~~ten dollars and fifty cents (\$10.50)~~ **twelve dollars (\$12)**, 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

...

### ARTICLE 13 TRAVELLING TIME

**13.01** When the Employer requires an employee to travel outside his headquarters area for the purpose of performing duties, the employee shall be compensated in the following manner:

- a. On a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day.
- b. On a normal working day on which he travels and works, the employee shall be paid:
  - i. his regular pay for the day for a combined period of travel and work not exceeding seven decimal five (7.5) hours, and
  - ii. at the applicable overtime rate for additional travel time in excess of a seven decimal five (7.5) hours period of work and travel, with a maximum payment for such additional travel time not to exceed **fifteen (15)** ~~twelve (12)~~ hours' pay at the straight-time rate in any day ~~or fifteen (15) hours pay at the straight-time rate when travelling beyond North America.~~
- c. On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of **fifteen (15)** ~~twelve (12)~~ hours' pay at the straight-time rate ~~or fifteen (15) hours pay at the straight-time rate when travelling beyond North America.~~