

Only the changes to the Collective Agreement are identified in this summary.  
 Everything else that is not mentioned in this summary remains unchanged.

ISSUE	WHAT YOU HAVE UNDER YOUR CURRENT COLLECTIVE AGREEMENT	WHAT YOU WOULD GET UNDER THIS NEW DEAL	REFERENCE
<b>Implementation of the collective agreement</b>		<b>Modified Implementation Process for this Contract</b> (Not applicable to the RCMP civilian members as they are not subject to the collective agreements until deeming).	
<i>Definition of Implementation</i>	<ul style="list-style-type: none"> <li>• Implementation occurs when two things happen:                             <ol style="list-style-type: none"> <li>1. the changes negotiated in the new contract come into effect</li> <li>2. individual's retroactive payments are paid based on the time that has elapsed between the expiry of the old contract and the date the new contract comes into effect</li> </ol> </li> </ul>	<ul style="list-style-type: none"> <li>• No change</li> </ul>	
<i>Date of Implementation</i>	<ul style="list-style-type: none"> <li>• The new collective agreement will be implemented within 90, 120, or 150 days from the date of signing (exact date depends on the collective agreement)</li> </ul>	<ul style="list-style-type: none"> <li>• The new collective agreement will be implemented within 180 days for most PIPSC members <i>Implementation date for the new parental benefits falls under this provision.</i></li> <li>• For complex cases that require “manual intervention” the agreement will be implemented within 560 days</li> </ul>	

<p><i>Penalties</i></p>	<ul style="list-style-type: none"> <li>• No defined penalties</li> <li>• Before any damages are assessed, the union must go through an unfair labour practice procedure</li> </ul>	<ul style="list-style-type: none"> <li>• \$400 provided to every member within 180 days of signing in recognition of extended timelines and other inconveniences</li> <li>• An additional \$50 penalty on day 181 for those facing delayed implementation</li> <li>• If delays continue, an additional \$50 penalty for every 90 days thereafter, up to a maximum of \$450 (including the \$50 penalty charged on day 181) in the event that implementation takes 27 months.</li> </ul>	
<p><i>Method of Calculation for Retroactive Payments</i></p>	<ul style="list-style-type: none"> <li>• New salaries are inputted into the pay system based on the effective dates listed in each contract. The system recalculates earnings based on new salaries</li> <li>• Salaries for each year are rounded to the nearest dollar</li> </ul>	<ul style="list-style-type: none"> <li>• Historical Salary Records for each individual are retrieved and percentage increases are applied to these amounts based on the effective dates listed in each contract</li> <li>• Salary changes are not rounded to the nearest dollar</li> <li>• The different rounding methodology used in this system may result in differences of plus or minus a few dollars compared to the old system</li> </ul>	

<p><i>Size of entitlement</i></p>	<ul style="list-style-type: none"> <li>• An amount is calculated based on your personal situation and is pensionable where applicable</li> <li>• The amount is determined by all applicable elements of an individual’s pay such as base salary, overtime, acting pay, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• An amount is calculated based on your personal situation and is pensionable where applicable</li> <li>• The amount is determined by all applicable elements of an individual’s pay such as base salary, overtime, acting pay, etc.</li> <li>• Minor variations of plus or minus a few dollars may occur due to different rounding methodologies</li> <li>• On top of all retroactive amounts owed, everyone will also receive the \$400 penalty (mentioned above) as well as additional penalties if implementation is delayed further</li> </ul>	
<p><i>Information provided</i></p>	<ul style="list-style-type: none"> <li>• A total amount is listed on pay stubs with few details provided</li> </ul>	<ul style="list-style-type: none"> <li>• A detailed breakdown that explains the calculation will be included with all retro payments</li> </ul>	
<p><i>Impact of Phoenix</i></p>	<ul style="list-style-type: none"> <li>• Phoenix could not handle the implementation of the last contract</li> <li>• Trying to implement changes negotiated in the last contracts triggered larger problems</li> </ul>	<ul style="list-style-type: none"> <li>• This implementation system avoids Phoenix as much as possible</li> <li>• This system allows most members to receive most of what’s owed in a reasonable amount of time</li> <li>• Complete implementation will be limited by the extensive Phoenix backlog</li> <li>• In the event that you identify inaccuracies in your historical salary record, you will be entitled to retro pay on these amounts once the change is processed</li> </ul>	

<p><b>Parental leave</b> -- <b>Change in the number of weeks with allowance</b></p>	<p>Maximum of 52 weeks per couple with 93% allowance. Under the Québec Parental Insurance Plan, this limit prevents payment of the allowance for paternity leave when both parents are working for the federal public service. Under the EI plan, this provision also has the effect of disallowing payment of the allowance for the five new weeks of parental leave, where both parents work for the federal public service. EI: Employment Insurance QPIP: Québec Parental Insurance Plan</p>	<p>What we obtained Maximum of 57 weeks per couple with 93% allowance. Implications: - Allows for the inclusion of five paternity weeks, under the QPIP, where both parents work in the public service - Allows for the inclusion of five new weeks of parental leave under the Employment Insurance Act, where both parents work in the public service (40 per couple, maximum of 35 per parent)</p>	
<p><b>Parental leave</b> -- <b>Additional weeks under the QPIP</b></p>	<p>Under the QPIP Only the person who gave birth can receive the two additional weeks provided she has taken the 18 weeks of maternity leave and the 32 weeks of parental leave. These conditions raise two issues: 1. adoptive parents do not have access to these weeks; 2. if biological parents share the parental leave, they do not have access to the additional weeks;</p>	<p>New options obtained - If both adoptive parents work in the public service and they take all 37 weeks of adoption leave, one of the two parents can receive the two additional weeks; and - if both biological parents work in the public service and they take all 32 weeks of the parental leave as well as the 5 weeks of paternity leave, one of the two parents can receive two additional weeks.</p>	
<p><b>Parental leave</b> -- <b>Additional week under the EI Act</b></p>	<p>Under the EI Act An employee who takes all 35 weeks of parental leave can receive the additional week, which creates an inequity for parents who are sharing the leave Consequently, if biological parents are sharing the parental leave, they do not have access to the additional week.</p>	<p>New option obtained If both parents work in the public service and they have taken all 40 weeks of parental leave, one of the two parents can receive the additional week.</p>	

<p><b>Parental leave</b> -- <b>Extended parental leave without pay</b></p>	<p>To extend parental leave beyond 52 weeks, the member must use leave without pay under Leave Without Pay for the Care of Immediate Family, which is deducted from the maximum five-year period granted under this leave.</p>	<p>What we achieved for parents covered by EI and the QPIP Introduction of extended parental leave without pay for 86 weeks, with no impact on the five-year limit.</p>	<p>NEW</p>
<p><b>Parental leave</b> -- <b>Under the EI Act – Parental allowance for extended leave</b></p>	<p>Under the EI Act Parents wanting to take the extended leave receive a 93% allowance for the 37-week parental leave, followed by 33% EI (no allowance).</p>	<p>What we achieved for parents covered by EI Averaging of the parental leave over 71 weeks at 55.8%</p>	<p>NEW</p>
<p><b>Maternity leave and parental leave</b> -- <b>Repayment formula</b></p>	<p>After having received additional allowances at 93% during the maternity leave or parental leave, the employee must remain employed for a period of time equivalent to the time the employee received additional allowances. Otherwise, the employee must repay the amounts received. The employee must remain employed by an employer listed in Schedule I (list of departments) and Schedule IV (Portions of the Core Public Administration) of the Financial Administration Act. Examples of Portions listed in Schedule IV:</p> <ul style="list-style-type: none"> <li>• Canadian Space Agency</li> <li>• Shared Services Canada</li> <li>• Statistics Canada</li> </ul>	<p>What we obtained Addition of Schedule V of the Act, which allows mobility between the core administration and 26 other separate agencies, including the Canada Revenue Agency, the Canadian Food Inspection Agency, Parks Canada and the National Research Council, without an obligation to repay allowances. This change gives more flexibility to parents who wish to change positions within the federal public service.</p>	
<p><b>Paid Extended parental leave</b> -- <b>Repayment formula</b></p>	<p>Under the EI Act This paid leave does not exist as such.</p>	<p>The same repayment formula applies to parents who wish to change positions within the federal public service.</p>	<p>NEW</p>

<p><b>Caregiving Leave</b></p>	<p>When your contract allows for Compassionate Care Leave, it is for 3 unpaid weeks. This is not in line with Employment Insurance (EI). Also, no contracts provide leave for the EI Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults.</p>	<p>We were successful in negotiating <b>new Caregiving Leave that includes the three types of leave provided for under EI:</b></p> <ul style="list-style-type: none"> <li>• <b>Compassionate Care Benefits</b></li> <li>• <b>Family Caregiver Benefits for Children</b></li> <li>• <b>Family Caregiver Benefits for Adults</b></li> </ul> <p>The leave is for the <b>same duration as stipulated in EI and includes the applicable waiting period.</b> Leave granted under this clause <b>shall count towards severance pay, vacation leave and pay increment.</b> For more details, please see the Central tentative agreement dated May 22, 2019.</p>	
<p><b>Domestic Violence Leave</b></p>	<p>You were not entitled to any Domestic Violence Leave to deal with non-medical reasons.</p>	<p>We achieved a <b>major breakthrough:</b> We have a definition of Domestic Violence (DV); A recognition that DV <b>can affect their work attendance.</b> <b>75 paid hours of leave</b> in a fiscal year for <b>non-medical reasons</b> such as:</p> <ul style="list-style-type: none"> <li>• to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability;</li> <li>• to obtain services from an organization which provides services for individuals who are subject to domestic violence;</li> <li>• etc.</li> </ul> <p>For more details, please see the Central tentative agreement dated May 22, 2019.</p>	

<p><b>MOU on Gender Inclusive Language</b></p>	<p>The way the collective agreement is written does not reflect the new reality of life.</p>	<p>We negotiated:                  -a <b>commitment and support for gender neutrality and inclusivity:</b>                  - the establishment of a <b>Joint Committee to review the collective agreements</b> to identify opportunities to make the language more gender inclusive. The Joint Committee’s work will begin in 2020 and will endeavour to finalize the review by December 2021.</p>	
<p><b>MOU On Harassment</b></p>	<p>Harassment is an important problem in the public service. PIPSC has been fighting with the employer for over 15 years to get a statement in the collective agreement recognizing the importance of a work environments that are free from harassment and violence as well as the inclusion of recourses. The employer has always refused.</p>	<p>We finally were successful in negotiating the inclusion in the collective agreement of a statement that both parties share the objective of creating healthy work environments that are free from harassment and violence. Treasury Board has committed to consult with PIPSC while developing a new directive covering both harassment and violence situations on the following:</p> <ul style="list-style-type: none"> <li>• <b>mechanisms to guide and support employees through the harassment resolution process;</b></li> <li>• <b>redress for the detrimental impacts on an employee resulting from an incident of harassment; and</b></li> <li>• <b>ensuring that employees can report harassment without fear of reprisal.</b></li> </ul>	

<p><b>MOU on common Pay Administration</b></p>	<p>The challenges caused by the Phoenix pay system has shed light on the importance of being involved in the development of the next pay system.</p>	<p>We negotiated an MOU regarding the continuation of the consultation on the development of the next generation Human Resources (HR) and pay system. There will be ongoing discussions identifying opportunities and considerations for a pay system that meets the legitimate needs of the Employer and the employees.</p>	
<p><b>Memorandum of Understanding (MOU) on Employee Wellness Support Program (EWSP).</b></p>	<p>Your current collective agreement contains a MOU between Treasury Board and PIPSC on EWSP. The MOU identifies work that is needed to be done in order to develop an EWSP. Treasury Board and PIPSC have been meeting regularly on this topic and are in the process of developing such a program.</p>	<p>An updated memorandum of understanding concerning the Employee Wellness Support Program includes:</p> <ul style="list-style-type: none"> <li>• the work that has been done to date;</li> <li>• the work that is yet to be done, and;</li> <li>• a process to ratify EWSP.</li> </ul> <p>EWSP will be voted on outside of the ratification of your collective agreement. The ratification votes for EWSP will be held on a group-by-group basis at a later date (in 2020). If the vote is successful, EWSP will be added to your collective agreement.</p>	<p>APPENDIX</p>

**Other Facts About Your New Deal:**

**Designated paid Holiday:** a clarification is made in the AV, NR, and SP contract that employees who do not work on a Designated Paid Holiday are entitled to seven decimal five (7.5) hours pay at the straight-time rate.