

**APPENDIX A
ANNUAL RATES OF PAY**

The Employer proposes to implement the following economic increases 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 to 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.

All changes effective October 1, 2018

HR – Historical Research

- A wage adjustment of **1.35%** for employees at all levels in the Historical Research (HR) sub-group.

MA – Mathematics

- A wage adjustment of **1.0%** for employees at all levels in the Mathematics (MA) sub-group.

SE-RES – Scientific Research Scientist

- A wage adjustment of **0.75%** for employees at all levels in Scientific Research Scientist (SE-RES) sub-group.

SE-REM – Scientific Research Manager

- Provide a wage adjustment of **3%** for employees at all levels in the Scientific Research Manager (SE-REM) sub-group.

DS – Defence Scientific Service

- Provide a wage adjustment of **0.75%** for employees at all levels in the Defence Scientific Service (DS) sub-group.

**ARTICLE 7
PUBLICATIONS AND AUTHORSHIP**

Preamble

The parties recognize the need to promote creativity and innovation. For the purpose of this article: "Publication" shall include, for example, scientific and professional papers, **data sets**, articles, manuscripts, monographs, audio and visual products, and computer software.

**ARTICLE 9
OVERTIME**

9.08 Meals

- 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 **twelve dollars (\$12.00)** ~~ten dollars and fifty cents (\$10.50)~~, 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 **twelve dollars (\$12.00)** ~~ten dollars and fifty cents (\$10.50)~~ 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.
- c. Paragraphs 9.08(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 18
OTHER LEAVE WITH OR WITHOUT PAY**

18.02 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, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, **son-in-law, daughter-in-law, and any** relative permanently residing in

the employee's household or with whom the employee permanently resides, **and 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. With respect to this person, an employee shall be entitled to bereavement leave with pay once in their career in the federal public administration.**

- d. An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his ~~son-in-law, daughter-in-law~~, brother-in-law or sister-in-law and grandparent of spouse.
- f. 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 than and/or in a different manner than that provided for in paragraphs 18.02(a) and 18.02(d).

18.11 Leave without pay for the care of ~~immediate~~ family

- b. For the purpose of this article, **family is defined as father, mother (including stepfather, stepmother or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner residing with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, any relative permanently residing in the employee's household or with whom the employee permanently resides and 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.** ~~Immediate Family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of spouse or common-law partner) parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides~~

18.14 Leave with pay for family-related responsibilities

- a. For the purpose of this clause, family is defined as spouse (or common-law partner resident with the employee); children (including children of legal or common-law partner, foster children and ward of the employee); parents (including step-parents or foster parents); father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee, grandchild, any relative permanently residing in the employee's household or with whom the employee permanently resides or any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, **and 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 19 CAREER DEVELOPMENT

19.03 Conferences and professional development

a. Professional or scientific conferences

(New)

- iii. Final approval or denial to attend professional or scientific conferences under 19.03 (a) will be communicated to the employee at least fourteen (14) calendar days before the registration deadline of the conference or the abstract submission deadline, whichever is earlier, provided that the employee's application to attend a professional or scientific conference under 19.03 (a) is submitted at least ninety (90) calendar days before the registration deadline of the conference or the abstract submission deadline, whichever is earlier.

Renumber accordingly.

b. Professional development

- v. 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. **Where the professional development occurs outside of Canada, the provisions of the Foreign Service Directives may apply as specified in FSD 3 - Application.**

19.04 Selection criteria

- a. ~~Should~~ The Employer **shall** establish selection criteria for granting leave under clauses 19.02 and 19.03 for a specified classification, a copy of these criteria will be provided to an employee who so requests and to the Institute Representative on the Departmental Career Development Consultation Committee. The Employer, on request, will consult with the Institute Representative on the Committee with regard to the selection criteria.

ARTICLE 22 REGISTRATION FEES

22.03 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 or scientific society that is linked to an employee's area of expertise, linked to the conduct of their research at work, and when the Employer is satisfied that the costs incurred for the employee by the Crown for expenses on relevant scientific and professional activities such as conference registration, publication fees, or training 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 relevant scientific and professional activities could have realized financial savings for the Crown, the employee will be reimbursed either:

- i. the yearly cost of the membership;
or
- ii. the savings that would have been realized linked to the employee's membership,

whichever is less but not exceeding one thousand **five hundred** dollars (**\$1,500**) ~~(\$1,000)~~.

~~This clause becomes effective on April 1, 2017.~~

ARTICLE 29 USE OF EMPLOYER FACILITIES

29.01 Access by an Institute representative

An accredited representative of the Institute may be permitted access to the Employer's premises on stated Institute business, **to assist in the resolution of a complaint or grievance** and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer.

29.02 Bulletin boards

Reasonable space on **the Employer's** bulletin boards, including electronic bulletin boards where available, will be made available to the Bargaining Agent for the posting of official notices, in convenient locations determined by the Employer and the Institute. Notices or other material shall require the prior approval of the Employer, except notices relating to the business affairs of the Institute and social and recreational events. The Employer shall have the right to refuse the posting of any information which

the Employer considers adverse to the Employer's interests or to the interests of any of the Employer's representatives.

(New)

29.04

The Employer will provide a readily available confidential environment or meeting space for employees to meet with a PIPSC steward or staff representative in each work location.

NEW APPENDIX XX

MEMORANDUM OF UNDERSTANDING WITH RESPECT OF THE DEFENCE SCIENTIFIC SERVICE (DS) PAY PLAN AND SALARY ADMINISTRATION SYSTEM

This Memorandum of Understanding (MOU) is to give effect to the agreement reached between the Government of Canada and the Professional Institute of the Public Service of Canada (hereinafter referred to as "the parties") with respect to the Defence Scientific Service Group Pay Plan and the DS Career Progression Framework (commonly known as the DS Salary Administration system (SAS)).

The parties recognize the need to evaluate the effectiveness and appropriateness of all elements of the Defence Scientific Service Group Pay Plan/SAS, including the challenges inherent due to the broad range of work performed by employees within the DS sub-group.

To that end, the parties will create a joint committee to review the existing system and structures in place within the Defence Scientific Service Group Pay Plan/SAS. This joint committee will have a long-term focus and commitment from senior leadership of the parties, such as Assistant Deputy Ministers or Senior Elected officials of PIPSC. This joint committee will meet on a regular and ongoing basis, report on progress and obtain timely feedback from senior leadership.

The joint committee will be established within 180 days of signing of this MOU and will be comprised of an equal number of Employer representatives (from DND) and Union representatives. The committee will be co-chaired jointly by a representative from the Employer (from DND) and the Union and together they will co-develop the terms of reference for the committee. Recommendations will be adopted by mutual agreement of the parties. The terms of reference may be amended by mutual consent.

The joint committee shall examine the following matters in support of recommendations on the Defence Scientific Service Group Pay Plan/SAS.

- Single and double barriers

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- Mechanisms for granting pay increments
 - The DS independent recourse mechanism
 - Guidance and support to employees in the promotion process
 - Consistency and transparency in the evaluation of promotion cases
 - The effects of extended leave periods such as, maternity/parental leave and sick leave or leave under the Employee Wellness Support Program
 - The provision of appropriately detailed feedback on which criteria the employee met and did not meet
 - The membership of the DS Career Progression Committee
 - Best practices involving incumbent based systems in the Federal Public Sector
 - The integration of the elements of the DS Pay Plan into the larger DS career progression framework in consultation with the bargaining agent
 - The interaction between the Public Service Performance Agreement processes and the DS Professional Development Assessment review processes
 - The nature of the assignment of new types of duties to DS sub group as they relate to promotion criteria since the Pay Plan was last revised,
 - Any other matter relating to the Defence Scientific Service Group Pay Plan/SAS the joint committee determines is relevant and in its interest to examine

The Employer will grant leave with pay for union business for employees engaged in these meetings of the committee, including reasonable travel time.

The committee shall endeavour to complete its work in 2 years from the creation of the joint committee. Timelines in this MOU may be extended by mutual agreement of the parties. The parties agree if an agreement is not reached within 2 years from the creation of the joint committee, or at any time before that time, to jointly appoint a mediator.

Effective on the date of signing of the Collective Agreement, the DS Pay Plan will be under the direct authority and responsibility of the DND, in the same fashion as other career progression frameworks established by the deputy head in consultation with the authorized bargaining agents.

Before implementing any changes to the Defence Scientific Service Group Pay Plan/SAS, Public Service and Procurement Canada (PSPC) will provide an assessment of feasibility so that the parties are confident that the proposed changes will not result in added complexity or implementation issues impacting negatively the DS group. To that effect, changes will be implemented prospectively, with no retroactive implications.

Required changes identified by the parties from this review, as well as consequential changes required to the collective agreement, will be implemented at their earliest opportunity.

The collective agreement will be automatically re-opened to incorporate any committee recommendations regarding the single and double barriers, as well as any consequential changes to pay notes. The implementation and coming into force of any changes to the single and double barriers will occur at the soonest opportunity, subject to PSPC concurrence regarding pay administration feasibility.