

ISSUE	WHAT YOU HAVE UNDER YOUR CURRENT COLLECTIVE AGREEMENT	WHAT YOU WOULD GET UNDER THIS NEW DEAL	REFERENCE
RO/RCO Tentative Agreement Summary			
Pay		<p>This deal offers a general economic increase of 7% to your pay through the life of the agreement:</p> <p>July 20, 2018 - increase to rates of pay: 2.0% July 20, 2019 - increase to rates of pay: 2.0% July 20, 2020 - increase to rates of pay: 1.5% July 20, 2021 - increase to rates of pay: 1.5%</p> <p>In addition: July 20, 2018 - wage adjustment of 0.8% applicable to all levels; July 20, 2019 - wage adjustment of 0.2% applicable to all levels.</p>	Schedule 1
Travelling Time	<p>The employee is entitled to a maximum payment of 12 hours' pay at the straight-time rate for additional travel time in excess of 7.5 hours period of work and travel, in any day. Or 15 hours' pay at the straight-time rate when travelling beyond North America.</p> <p>The same cap applies when the employee travels during a day of rest or on a designated paid holiday (DPH).</p>	<p>We were successful in increasing the twelve (12) hour cap to fifteen (15) hours' pay at the straight-time rate in any day regardless of where the employee travels and applicable on a normal working day, a day of rest or a DPH.</p>	Article 14.4

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<p>Bereavement Leave with Pay</p>	<p>You are entitled to seven days of Bereavement Leave with Pay following the death of a member of your immediate family.</p> <p>We argued that the current definition of immediate family is too limited and the entitlement does not respond to the needs of all families.</p>	<p>The definition of immediate family has been broadened to include daughter-in-law and son-in-law and a person who stands in the place of a relative for the employee, whether or not there is any degree of consanguinity (descendant) between such person and the employee.</p> <p>The Bereavement Leave with Pay for a person who stands in the place of a relative whether or not there is a degree of consanguinity is limited to once in their career in the federal public administration.</p>	<p>Article 20.2</p>
<p>Leave without Pay for the care of immediate family</p>	<p>We argued that the current definition of immediate family is too limited and does not respond to the needs of all families.</p>	<p>The definition has been broadened to include 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.</p>	<p>Article 20.14 b)</p>
<p>Leave with Pay for Family-related responsibilities</p>	<p>We argued that the current definition of immediate family is too limited and does not respond to the needs of all families.</p>	<p>The definition has been broadened to include 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.</p>	<p>Article 20.17</p>

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<p>Caregiving Leave</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 new Caregiving Leave that includes the three types of leave provided for under EI:</p> <ul style="list-style-type: none"> • Compassionate Care Benefits • Family Caregiver Benefits for Children • Family Caregiver Benefits for Adults <p>The leave is for the same duration as stipulated in EI and includes the applicable waiting period. Leave granted under this clause shall count towards severance pay, vacation leave and pay increment.</p>	<p>NEW</p>
<p>Domestic Violence Leave</p>	<p>You were not entitled to any Domestic Violence Leave to deal with non-medical reasons.</p>	<p>We achieved a major breakthrough: We have a definition of Domestic Violence (DV); A recognition that DV can affect their work attendance. 75 paid hours of leave in a fiscal year for non-medical reasons such as:</p> <ul style="list-style-type: none"> • to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability; • to obtain services from an organization which provides services for individuals who are subject to domestic violence; • etc. 	<p>NEW</p>

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<p>Use of employer facilities</p>	<p>Informing the members is important to us. Reasonable space on bulletin boards (including electronic bulletin boards, where available) is made available to PIPSC for the posting of official notices, in convenient locations determined by the Employer and the Institute.</p>	<p>We have clarified that the bulletin boards include the employer’s bulletin boards. The employer retains the right to refuse the posting of any information which it considers adverse to its interests or to the interests of any of its representatives.</p>	<p>Article 31.1</p>
<p>Scientific Integrity Policy (SIP) and the Right to Speak</p>	<p>We were successful during the last round of negotiations to introduce in the collective agreement protection for scientific integrity or the Right to Speak via the development of departmental policies in consultation with PIPSC.</p>	<p>The revised MOA reinforces the obligations of departments that have not yet developed their SIP and all departments to maintain their policy.</p>	<p>Appendix A</p>
<p>Parental leave -- Change in the number of weeks with allowance</p>	<p>Maximum of 52 weeks per couple with 93% allowance.</p> <p>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.</p> <p>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.</p> <p>EI: Employment Insurance QPIP: Québec Parental Insurance Plan</p>	<p>Maximum of 57 weeks per couple with 93% allowance.</p> <p>Implications:</p> <ul style="list-style-type: none"> - Allows for the inclusion of five paternity weeks, under QPIP, where both parents work in the public service <p>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>Articles 20.08, 20.10, 20.11</p>

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<p>Parental leave -- Additional weeks under the QPIP</p>	<p>Under 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; if biological parents share the parental leave, they do not have access to the additional weeks;</p>	<p>- 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>Articles 20.08, 20.10, 20.11</p>
<p>Parental leave -- Additional week under the EI Act</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>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>Articles 20.08, 20.10, 20.11</p>
<p>Parental leave -- Extended parental leave without pay</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>Articles 20.08, 20.10, 20.11</p>

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<p>Parental leave -- Under the EI Act – Parental allowance for extended leave</p>	<p>Under the EI Act</p> <p>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</p> <p>Averaging of the parental leave over 71 weeks at 55.8%</p>	<p>Articles 20.08, 20.10, 20.11</p>
<p>MOU on Gender Inclusive Language</p>	<p>The way the collective agreement is written does not reflect the new reality of life.</p>	<p>We negotiated:</p> <ul style="list-style-type: none"> -a commitment and support for gender neutrality and inclusivity: - the establishment of a Joint Committee to review the collective agreements to identify opportunities to make the language more gender inclusive. The Joint Committee’s work will begin in 2020 and will endeavor to finalize the review by December 2021. 	<p>NEW</p>
<p>MOU On Harassment</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.</p> <p>NRC 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"> • mechanisms to guide and support employees through the harassment resolution process; 	<p>NEW</p>

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		<ul style="list-style-type: none"> • redress for the detrimental impacts on an employee resulting from an incident of harassment; • ensuring that employees can report harassment without fear of reprisal. 	
<p>Implementation of the collective agreement</p>	<ul style="list-style-type: none"> • Implementation occurs when two things happen: <ul style="list-style-type: none"> - the changes negotiated in the new contract come into effect <p>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</p>	<p>Modified Implementation Process for this Contract</p>	<p>NEW</p>
<p><i>Date of Implementation</i></p>	<ul style="list-style-type: none"> • The new collective agreement will be implemented within 90 days from the date of signing 	<ul style="list-style-type: none"> • The new collective agreement will be implemented within 180 days for most PIPSC members <p><i>Implementation date for the new parental benefits falls under this provision.</i></p> <p>For complex cases that require “manual intervention” the agreement will be implemented within 560 days</p>	

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<i>Penalties</i>	<ul style="list-style-type: none"> No defined penalties <p>Before any damages are assessed, the union must go through an unfair labour practice procedure</p>	<ul style="list-style-type: none"> \$400 provided to every member within 180 days of signing in recognition of extended timelines and other inconveniences An additional \$50 penalty on day 181 for those facing delayed implementation <p>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.</p>	
<i>Method of Calculation for Retroactive Payments</i>	<ul style="list-style-type: none"> 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 Salaries for each year are rounded to the nearest dollar 	<ul style="list-style-type: none"> 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 Salary changes are not rounded to the nearest dollar The different rounding methodology used in this system may result in differences of plus or minus a few dollars compared to the old system 	
<i>Size of entitlement</i>	<ul style="list-style-type: none"> An amount is calculated based on your personal situation and is pensionable where applicable The amount is determined by all applicable elements of an individual's pay such as base salary, overtime, acting pay, etc. 	<ul style="list-style-type: none"> An amount is calculated based on your personal situation and is pensionable where applicable The amount is determined by all applicable elements of an individual's pay such as base salary, overtime, acting pay, etc. Minor variations of plus or minus a few dollars may occur due to different rounding methodologies 	

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		<ul style="list-style-type: none"> 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 	
<i>Information provided</i>	A total amount is listed on pay stubs with few details provided	<ul style="list-style-type: none"> A detailed breakdown that explains the calculation will be included with all retro payments 	
<i>Impact of Phoenix</i>	<ul style="list-style-type: none"> Phoenix could not handle the implementation of the last contract Trying to implement changes negotiated in the last contracts triggered larger problems 	<ul style="list-style-type: none"> This implementation system avoids Phoenix as much as possible This system allows most members to receive most of what's owed in a reasonable amount of time Complete implementation will be limited by the extensive Phoenix backlog 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 	

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MOU on Probation	The previous probation period was 3 years after your continuing appointment.	<p>For new hires this is reduced to 2 years</p> <p>For current continuing employees, you can apply for a waiver of the rest of your probation once you have served 2 years on probation.</p> <p>PIPSC, the NRC and RCEA will form a joint committee to determine how time as a term employee should count for probation</p>	(*outside the scope of the collective agreement)
MOU on RO/RCO Compensation System	The RO/RCO compensation system, including the double bar is problematic and hinders the advancement of certain employees.	<p>We have agreed to form a joint committee in order to resolve the following issues:</p> <ul style="list-style-type: none"> - The Double Bar - Mechanisms for granting pay increments - Initial appointment and placement on the RO/RCO pay grid - Mechanisms of review and redress on unsuccessful promotion cases - Use of official languages in promotion cases - Guidance and support to employees in the promotion process - Consistency and transparency in the evaluation of promotion cases - Best practices involving incumbent based systems in the Federal Public Sector - Any other matter relating to the RO/RCO Compensation System the joint committee 	(*outside the scope of the collective agreement)

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		determines is relevant and in its interest to examine	