

Gary Corbett  
Vice-President (part-time)  
of  
The Professional Institute of the Public Service of Canada

Status/Progress Report

No. 3

May 1<sup>st</sup> to June 30<sup>th</sup>

2019

## Contents

Opening Message.....	3
Background .....	3
Work conducted – Period 3 .....	3
Future work – Period 4 and beyond .....	5
Expenses - Period 3 .....	<b>Error! Bookmark not defined.</b>
Closing Remarks .....	5
Appendix 1 - Service Agreement, Part Time VP .....	6
Appendix 2 – Mandate.....	11
Appendix 3 – Royal Canadian Legion / PIPSC.....	12

## Opening Message

I begin as always this 3<sup>rd</sup> status report with a note thanks and support to members, colleagues and staff of the Professional Institute. Things are going well as I transition back into the Executive Team.

Should you have any questions, comments or suggestions on how I can better serve you or how I may make these reports better, please do not hesitate to contact me at [gcorbett@pipsc.ca](mailto:gcorbett@pipsc.ca) or via my cell at 613-720-3755.

I look forward to serving you as part-time Vice-President.

## Background

In the period covered by this report, my work as part-time Vice-President has included the work identified in the mandate assigned to me by the President of PIPSC and/or by the membership via the By-laws and policies of the Institute. More specifically over the last two months I have focused my efforts on the following:

- Board of Directors meetings
- Executive Committee meetings
- Bilateral meetings
- Participation with the PRQC
- Working with and building a stronger relationship with youth via existing contacts with The Boys and Girls Clubs of Canada and the Royal Canadian Legion.
- Attended a DND Halifax Branch Meeting
- Attended meetings and developing an understanding of parking issue that will affect members in the National Capital Region.
- WEP Training - Internal
- Attended presentation Tax fairness
- Various administrative duties

## Work conducted – Period 3

The following is a more detailed description of the work conducted on members' behalf as a part-time Vice-President for Period 3, May 1<sup>st</sup> to June 30<sup>th</sup>, 2019

Administration – For the most part, administration issues have lessened as the staff get used to the concept of Part Time Vice-Presidents, especially one that is retired. To be clear, the institute was not ready in to implement some of the terms and conditions of employment that it approved; and some issues had to be ironed out administratively – issues such as pay. In any case these issues have become less prevalent with my time back.

- **Executive Committee** – In the reporting period covered by this report, I attended 2 Executive Committee meetings with the President and fellow VPs. These meetings lasted about two hours but take considerable prep and planning time. These meetings did not host any significant issues worth reporting.
- **Board Meetings** - In this reporting period I prepared for and attended a Board meeting. Minutes of the meeting can be found on the PIPSC Website.
- Bilateral meetings – Bilateral meetings between myself, Vice-President Hindle and President Daviau have continued on a regular basis. These meetings last about an hour and are more or less a check in on any project work ongoing. President Daviau holds separate Bilateral meetings with the Full-Time VP's.
- Participation with the PRQC – In the reporting period, I fielded a request through the Executive Committee on behalf of the PRQC which I sit on as appointed by the President. A full meeting of the PRQC took place on June 26<sup>th</sup> where a mechanism of outreach and education was discussed. The committee would like to make presentations to each Regional Steward Council. I will be advising EC and bringing a request to the next Board meeting. It is hoped that Regional Directors will find time within their Stewards Councils to agree to this.
- In this past period I began working with and building stronger relationships with contacts with The Boys and Girls Clubs of Canada and the Royal Canadian Legion – I submitted a slide deck and proposal to the Board of Directors to affect the sponsorship of the Royal Canadian Legion's National Track and field. Meetings are planned with the Boys and Girls Clubs of Canada in an attempt to build a stronger partnership between our three organizations in an effort to improve our brand whilst supporting youth events in the community.
- I attended a DND Halifax Branch Meeting – Approximately 40 members came out to greet me. I provided a presentation on the Do Better Campaign and answered questions.
- I attended meetings with members so as to develop an understanding of parking issues that will affect members in the National Capital Region at one of the DFO sites.

- WEP Training – Internal – Basic training which is provided by the Institute, rather bureaucratic and useless for someone at my level.
- Finally, in the past term, and commensurate with my mandate, I attended a presentation Tax fairness. This file will be monitored regularly.

## Future work – Period 4 and beyond

The following is a simple list of planned activities for work/reporting period 4

- Board and Executive Committee Meetings
- Regular updates via Bilateral meetings
- Continued research and meetings on assigned mandated activities as identified in this report including, discussions with staff and members, web research, position paper development and presentation.
- Attendance at mandated functions and meetings as assigned.
- Training on CVent
- Preparation of Status Report 4
- Additional activities as Identified by the President
- Continued measurement of time and reporting for efficiency.

## Closing Remarks

I look forward to further communicating my work and activities in these regular and mandated reports.

# Appendix 1 - Service Agreement, Part Time VP

## **SERVICE AGREEMENT**

**BETWEEN:** PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

(the "Institute" or "PIPSC")

AND:[NAME]

(the "Part-Time Vice-President" or "PTVP")

**WHEREAS** the relationship between the parties governed by this Agreement is contingent upon the Part-Time Vice-President having been validly elected by the membership of the Institute and holding the office of Part-Time Vice-President in accordance with the applicable Policies, Bylaws and Regulations as amended from time to time, the Parties agree as follows:

### 1 Duties, Obligations and Authorities

1.1 The PTVP accepts the obligations, duties and authorities contained in By-Law 20 of the Institute's Bylaws and Regulations, the Policy on President and Vice-Presidents and the attached Position Description as may be amended from time to time.

1.2 The PTVP is required to assist the President and fulfill such other duties as set out in the By-Laws, including filling the position of Acting President should the President be either temporarily unable to fulfill the duties of office or is removed from office.

1.3 The PTVP is obligated to perform the tasks assigned to him/her by the President in a competent fashion, to behave in a respectful manner towards all members and employees of the Institute, to be loyal to the Institute and to act always in the best interests of the Institute in all of his/her dealings.

1.4 Allegations against the PTVP of misconduct and breach of the obligations set out in this Agreement, the Policies and Bylaws and Regulations of the Institute shall be dealt with by the President. Any discipline imposed on the PTVP by the President may be appealed pursuant to Part G of the Dispute Resolution and Discipline Policy.

### 2 Terms and Conditions of Service

2.1 The terms and conditions of the PTVP's contract with the Institute are governed by the Policy on President and Vice-Presidents, the Bylaws and Regulations, the Dispute Resolution and Discipline Policy and any other relevant Institute policy, as amended from time to time. Where there is a conflict between the Bylaws and Regulations or a relevant policy and this contract, the Bylaws and Regulations or the relevant policy shall prevail.

2.2 The terms and conditions for the PTVP will be reviewed by the Executive Compensation Committee on a triennial basis (on the year of the Presidential election) and shall be approved by the Board of Directors, prior to the publication of the Notice of Election in the year of a Presidential election.

2.3 No changes in these terms and conditions shall take effect between triennial reviews.

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and any other relevant Institute policy, as amended from time to time. Where there is a conflict between the Bylaws and Regulations or a relevant policy and this contract, the Bylaws and Regulations or the relevant policy shall prevail.

2.2 The terms and conditions for the PTVP will be reviewed by the Executive Compensation Committee on a triennial basis (on the year of the Presidential election) and shall be approved by the Board of Directors, prior to the publication of the Notice of Election in the year of a Presidential election.

2.3 No changes in these terms and conditions shall take effect between triennial reviews.

### 3 Salary and Benefits

3.1 The PTVP will receive salary replacement, at the hourly full-time Vice-President rate, for duties associated with the Vice-President role, as approved by the President. For activities not related to the role of Vice-Presidents, they will receive salary replacement, paid at their rate of pay from the substantive positions, for hours missed from their substantive position.

3.2 A 'substantive position' is the position from the unionized employer, represented by the Institute, where the PTVP is on leave in order to perform his or her duties for the Institute.

3.3 No additional compensation, such as overtime payments, leave, benefits, superannuation or pension will be provided.

### 4 Hours of Work

4.1 The hours of work for the PTVP will be determined at the sole discretion of the President. There are no guaranteed minimum hours for the PTVP.

4.2 The PTVP is not entitled to overtime payment or other special compensation for hours worked.

### 5 Telework

5.1 The PTVP, depending on the location of their substantial position, will be required to perform work remotely, as reasonable, based on operational requirements.

5.2 The Institute will apply for Workers Compensation coverage for the PTVP's work from his/her home office.

5.3 The PTVP must undertake an inspection of his/her home office to ensure that it meets all health and safety requirements.

### 6 Leave

6.1 PTVP will not be entitled to any type of leave (including, but not limited to, annual, sick, bereavement) or compensatory leave from the Institute excepted as provided in the Policy on Balancing Union Activity and Family Life. Part-Time Vice-Presidents are eligible for the leave programs based on their substantive position.

### 7 Expenses

7.1 Travel expenses for the FTVP will be provided as set out in the Policy on the Institute's Board of Directors Article 10.

7.2 Hospitality expenses for the FTVP are described in the Policy on the Institute's Board of Directors Article 11.

7.3 Office related expenses that are not defined in the policies are limited to a maximum of \$250.00 per claim and will require a completed expense claims submitted on a monthly basis to the Finance Section.

7.4 No direct payment of credit cards will be made.

7.5 Expense accounts are subject to the review of the Finance Committee, under the authority of the Board.

## 8 Duration and Termination

8.1 This Agreement shall remain in place for the duration of the PTVP's term, which is three years, or a shorter term if he/she is removed by the membership prior to the expiry of that three-year term, or if this Agreement is terminated in accordance with its provisions prior to the expiry of that three-year term.

8.2 This Agreement may be terminated in accordance with the applicable Bylaws and Regulations and policies of the Institute and in accordance with the applicable termination and benefits continuation requirements for employees under the *Ontario Employment Standards Act, 2000* ("the ESA") as amended (notwithstanding the application of s. 3(5)(9) of the ESA). Where termination is for just cause no notice or pay in lieu thereof shall be required. In all other cases, this Agreement may be terminated upon the provision of the minimum statutory requirements for notice, pay in lieu thereof and benefits continuation, as applicable under the ESA as amended. This shall constitute the PTVP's entire entitlement on termination or severance of the contract and it is the parties' intent that the PTVP, in such a case, shall have no entitlement to notice or pay in lieu of notice at common law.

8.3 For clarity, the expiry of the PTVP's three-year term in office (assuming no re-election) does not constitute "termination" for the purposes of the previous clause and does not give rise to notice or pay in lieu of notice or continuation of benefits.

8.4 For further clarity, the PTVP who has previously retired or declared their desire to retire is not eligible for Severance payments, nor the severance payments provided under the *Ontario Employment Standards Act, 2000*.

## 9 Loyalty and Conflict of Interest

9.1 The PTVP must not, during his/her tenure as PTVP of the Institute, for himself/herself or for another person, directly or indirectly, in any capacity whatsoever, including, with limitation, as an employer, employee, principal, agent, representative, partner, independent contractor, franchiser, franchisee, distributor or consultant, carry on or be engaged in or have any financial or other interest in or have any other business involvement in any venture, activity or affair that conflicts with the interests of the Institute.

9.2 The PTVP must not, during his/her tenure as PTVP of the Institute, for himself or for a family member (which includes but is not limited to spouse, partner, parent and child) have financial interest in or be a participant in any business that has or is attempting to have a contractual relationship with the Institute. Should the PTVP become aware of any potential conflict interest between his/her personal interests or those of his/her family and the interests of the Institute, the PTVP shall immediately disclose same to the Board of Directors and shall follow its direction with respect to the matters in issue.

9.3 The PTVP agrees to act in a manner consistent with the Institute's interests at all times. The PTVP shall disclose to the Board when he or she is in a family, marital or close personal relationship with another Institute employee or officer that might interfere with the PTVP's objectivity and/or ability to act in the best interests of the Institute.

#### 10 Confidentiality

10.1 The PTVP acknowledges that as a result of his/her service for the Institute, he/she has had and will continue to have access to information relating to the business of the Institute which is confidential and proprietary to the Institute. The PTVP therefore agrees that, during the term of his/her service under the Agreement and continuing thereafter, the PTVP shall not, without prior written consent of the Institute, intentionally disclose to any third party, any material or confidential information of the Institute, except information which through no fault of the PTVP has become publicly available.

10.2 The PTVP shall not be obligated to keep confidential any otherwise confidential information where the disclosure of such information is required by law, provided, however, that in the event disclosure is required by law, the PTVP shall provide the Institute with prompt notice of such requirement in order to enable the Institute to seek an appropriate protective order

#### 11 Ownership of Files and Other Property

11.1 Any file, sketch, drawing, letter, report, memo or other document, any equipment, machinery, tool, instrument or other device, device including computer, laptop computer and cell phone, any recording medium, or other property which comes into the PTVP's possession during the PTVP's tenure with the Institute, in the performance or in the course of the PTVP's work, regardless of whether the PTVP has participated in its preparation or design, how it may have come into the PTVP's possession and whether or not it is an original or a copy, shall at all times remain the property of the Institute and, upon the termination of the PTVP's service contract, shall not be deleted, destroyed, removed from the Institute's premises or otherwise disposed of, but shall be returned to the Institute or its designated representative.

#### 12 Modification of Agreement

12.1 The written provisions of this Agreement and the Institute's Policy on President and Vice-Presidents shall constitute the full extent of the remuneration and other entitlements of the PTVP, regardless of any oral agreements or understandings which may presently or hereafter exist between the Institute and the PTVP.

#### 13 Disputes

13.1 The parties hereto agree to settle and resolve any dispute, controversy, question or claim arising out of or in relation to the Agreement or the relationship of the parties to mediation and/or arbitration. The Institute's General Counsel shall designate the arbitrator who will first conduct a mediation with the parties in a good faith effort to resolve the matter before resorting to arbitration.

#### 14 Choice of Law

14.1 This Agreement and the performance hereunder shall be governed by and interpreted in accordance with the laws of the Province of Ontario, except as otherwise required by law.

## 15 Severability

15.1 If any provision of this Agreement is held illegal, invalid or unenforceable by any competent authority, such illegality, invalidity or unenforceability shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement.

## 16 Successors

16.1 This Agreement shall be binding on the successors, heirs, assigns and legal representatives of the parties.

## 17 Entire Agreement

17.1 This Agreement together with any documents, policies, Bylaws and Regulations referred to in this Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (whether oral or written) in respect of the services provided by the PTVP to the Institute.

## 18 Legal Advice

18.1 The PTVP acknowledges having had the opportunity to obtain independent legal advice before executing this Agreement and acknowledges that they fully understand the nature of the agreement into which they voluntarily enter.

## 19 Counterparts and Consideration

19.1 The Agreement may be executed in any number of counterparts, whether electronically, by facsimile or otherwise, each which shall be deemed original, and all such counterparts shall for all purposes constitute one agreement binding on the parties hereto.

19.2 If this Agreement is signed by the parties following the PTVP's having commenced working for the Institute, the PTVP acknowledges having received \$1 (one dollar) as full and adequate consideration for entering into this Agreement and that the parties' mutual intent is that this Agreement shall be binding on both of them.

**IN WITNESS WHEREOF** the parties hereto have duly signed this Agreement on the dates and at the places hereinafter set forth.

Name of Part-Time Vice-President

Date

Name of Witness

Date

President of the Professional Institute of the Public Service of Canada

Date

Name of Witness

Date

**Published on 20 June 2018**

## Appendix 2 – Mandate

### Mandate of Part Time Vice-President Corbett as assigned by President Daviau

NAME	TITLE	ASSIGNMENT
Gary Corbett	PIPSC Vice-President	<ul style="list-style-type: none"> <li>● Act as a primary conduit between the Board of Directors and our membership. Engage in active listening with our members and their representative bodies. Champion the work of the Institute and the Board of Directors. Communicate clear linkages between the work of members and the overall objectives of the Institute;</li> <li>● Advise the President of the Institute and the Board of Directors on developments and monitor and report on progress toward organizational objectives;</li> <li>● Work with the President to ensure the effectiveness of the Institute and the Board’s efforts to meet the organization’s strategic objectives;</li> <li>● Work with the President of the Institute to ensure excellent representation for the Institute to its members, partners and stakeholders and government representatives and the media;</li> <li>● Participate collaboratively and constructively in Executive Committee meetings and activities.</li> <li>● Monitor, advise on, deal with and report on key issues as assigned by the President;</li> <li>● Contribute to PIPSC’s media relations efforts as and when required/requested;</li> <li>● Refer any issues or items for possible consideration by the Board to the attention of the President (Chair of the Board) for a determination as to whether, when and how these should be brought forward to the Board or dealt with otherwise;</li> <li>● Raise other issues that merit our attention to the attention of the Office of the President for consideration.</li> </ul>
	One Big Union	<ul style="list-style-type: none"> <li>● Work with the President and Board colleagues to promote the One Big Union initiative.</li> <li>● Lead or participate in events, presentations or other activities related to the initiative</li> <li>● Report to the President on the outcome of such activities.</li> </ul>
	Tax Fairness	<ul style="list-style-type: none"> <li>● Work closely with the AFS Group to coordinate activities to achieve the Institute’s goals.</li> <li>● Report regularly to the President on strategy and plans for achieving objectives.</li> <li>● Champion tax fairness in presentations to members in various arenas.</li> </ul>
	Federal Election	<ul style="list-style-type: none"> <li>● Work collaboratively with members and staff to increase member engagement in the Institute’s election activities.</li> <li>● Represent the Institute in presentations and activities related to the federal election.</li> </ul>
	Coordination - requests for constituent body meeting exceptions	<ul style="list-style-type: none"> <li>● On behalf of the President, coordinate and provide recommendations on requests for constituent body meeting exceptions.</li> </ul>
	Coordination - reports from participation in external events	<ul style="list-style-type: none"> <li>● Coordinate the submission of reports to the Board on member participation in external events.</li> </ul>
	Boys and Girls Club liaison	<ul style="list-style-type: none"> <li>● Represent the Institute on the Boys and Girls Club Board of Directors if appointed.</li> </ul>
	Board Liaison – Professional Recognition and qualifications Committee (PRQC)	<ul style="list-style-type: none"> <li>● Act as a two-way communication channel between the committee and the Board on matters within the mandate of the committee</li> </ul>

## Appendix 3 – Royal Canadian Legion / PIPSC

### Deck – Royal Canadian Legion – National Youth Track and field event



Motion

Be it resolved that:

PIPSC Contribute \$20,000... Purchase Gold Sponsorship to the "Legion nationals Canadian Youth Track and Field Championships"

Be it further resolved :

- Work with the Royal Canadian Legion and Boys and Girls Clubs of Canada to develop a program to support Canadian youth track and field