

Gary Corbett
Vice President (Part Time)
of
The Professional Institute of the Public Service of Canada

Status/Progress Report

No. 5

September 1st to Oct 31th

2019

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Opening Message

I begin as always this 5th status report, as always, with a note of thanks and support to members, colleagues and staff of the Professional Institute.

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 or via my cell at 613-720-3755.

I look forward to continuing to serve 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:

- Various administrative duties
- Bi- lateral meetings with the President
- Executive Committee meetings
- Board of Directors meetings
- Bi-lateral and Stand Up meetings with the President and Colleagues
- Continued participation as part of my role with the PRQC
- Continued consultation with Stewards and members with respect to a Parking issue at DND, National Capital Region.
- Tax Fairness file
- Outreach and relationship building activities with other National organizations
- Work on my role of coordinating reports from participation in external events

Work conducted – Period 5

The following is a more detailed description of the work conducted on member's behalf as a Part Time Vice President for Period 3, September 1st to October 31th, 2019

- **Administration** –Administration issues are ongoing and take time. The position, at this point, is not overburdened with administration
- **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. EC minutes are available to members.

- **Board of Directors** - In this reporting period I prepared for and attended a Board meeting which occurred on October 7 and October 8. Minutes of the meeting can be found on the PIPSC Website.
- **Bi-lateral meetings** – Bi-Lateral meetings between myself, Vice President Hindle and President Daviau have been terminated in favour of Stand-Up meetings between all of the Executive Committee members. These meetings last about an hour and are more or less a check in on any project work ongoing.
- **Participation with the PRQC** – In the reporting period, I attended a PRQC meeting where issues of professionalism were discussed. I represented the committee in verbal reports to the Board and to the PIPSC Executive Committee
- **DND Parking** - I attended meetings with members so as to develop an understanding of parking issue that will affect members in the National Capital Region at one of the DFO sites. The Issue is ongoing and is being led by Stewards in the Consultation teams.
- **Tax Fairness** - Over the past term, and commensurate with my mandate, I continued to review literature with respect to Tax fairness.
- **Outreach Activities** – In the past period I continued to work with partners where possible to represent the Institute on outreach activities commensurate with my mandate.
- **Report Coordination** – As per my mandate, I undertook the task of “report Coordination”. This initiative is a result of the following motion to the 2017 AGM:

P-2 Reporting on Activities outside the Institute

Sponsor: Québec Regional Council | Disposition: Carried

- Whereas the Institute is responsible for ensuring that its available money is spent wisely;
- Whereas the Institute incurs costs for the attendance of one or more members to external activities;
- Whereas any involvement in an external activity must provide added value to the Institute;
- Whereas little information comes back to the decision-makers when such activities take place;

- **Be it resolved that every member of the Institute who attends an external union activity for which costs and/or attendance have been covered by a constituent body submit a written report to the Institute summarizing the activity and, where applicable, make recommendations.**

Resolutions Sub-Committee Comments - No comment

As a result, and in the interest of tracking these reports, I have been asked by the President to coordinate the reporting of these events. In this past reporting period, I produced a report for the PIPSC Board of Directors which will be reviewed by the Board in the coming months. This work will be made available to the members.

Future work – Period 5 and beyond

The following is a simple list of planned activities for work/reporting period 5

- AGM
- Board and Executive Committee Meetings
- Regular updates via Executive Committee Stand-Up 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.
- Preparation of Status Report 5
- 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 always act 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.

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.

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 accepted 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 the three year term, or if this Agreement is terminated in accordance with its provisions prior to the expiry of the 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 a 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 of 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 entered.

19 Counterparts and Consideration

19.1 The Agreement may be executed in any number of counterparts, whether electronically, by facsimile or otherwise, each of which shall be deemed an 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"> ● 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; ● Advise the President of the Institute and the Board of Directors on developments and monitor and report on progress toward organizational objectives; ● Work with the President to ensure the effectiveness of the Institute and the Board’s efforts to meet the organization’s strategic objectives; ● 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; ● Participate collaboratively and constructively in Executive Committee meetings and activities. ● Monitor, advise on, deal with and report on key issues as assigned by the President; ● Contribute to PIPSC’s media relations efforts as and when required/requested; ● 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; ● Raise other issues that merit our attention to the attention of the Office of the President for consideration.
	One Big Union	<ul style="list-style-type: none"> ● Work with the President and Board colleagues to promote the One Big Union initiative. ● Lead or participate in events, presentations or other activities related to the initiative ● Report to the President on the outcome of such activities.
	Tax Fairness	<ul style="list-style-type: none"> ● Work closely with the AFS Group to coordinate activities to achieve the Institute’s goals. ● Report regularly to the President on strategy and plans for achieving objectives. ● Champion tax fairness in presentations to members in various arenas.
	Federal Election	<ul style="list-style-type: none"> ● Work collaboratively with members and staff to increase member engagement in the Institute’s election activities. ● Represent the Institute in presentations and activities related to the federal election.
	Coordination - requests for constituent body meeting exceptions	<ul style="list-style-type: none"> ● On behalf of the President, coordinate and provide recommendations on requests for constituent body meeting exceptions.
	Coordination - reports from participation in external events	<ul style="list-style-type: none"> ● Coordinate the submission of reports to the Board on member participation in external events.
	Boys and Girls Club liaison	<ul style="list-style-type: none"> ● Represent the Institute on the Boys and Girls Club Board of Directors if appointed.
	Board Liaison – Professional Recognition and qualifications Committee (PRQC)	<ul style="list-style-type: none"> ● Act as a two-way communication channel between the committee and the Board on matters within the mandate of the committee