



**EMPLOYER INITIAL NON-MONETARY PROPOSALS
FOR THE
COMMERCE AND PURCHASING (CP) GROUP**

**NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON JUNE 21, 2026**

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TABLE OF CONTENTS

INTRODUCTION	3
EDITORIAL CHANGES	4
VARIOUS ARTICLES: CALL-BACK, STAND-BY, DESIGNATED PAID HOLIDAYS AND TRANSPORTATION EXPENSES	5
VARIOUS ARTICLES PAY SIMPLIFICATION	6
VARIOUS ARTICLES DEFINITION OF FAMILY	7
ARTICLE 2 INTERPRETATION AND DEFINITIONS	11
ARTICLE 8 HOURS OF WORK	12
ARTICLE 9 OVERTIME	13
VARIOUS ARTICLES LIQUIDATION OF LEAVE	14
ARTICLE 12 DESIGNATED PAID HOLIDAYS	15
VARIOUS ARTICLES CONTINUOUS EMPLOYMENT	17
ARTICLE 17 OTHER LEAVE WITH OR WITHOUT PAY	19
ARTICLE 18 CAREER DEVELOPMENT	30
ARTICLE 23 TECHNOLOGICAL CHANGE	31
ARTICLE 26 CHECK-OFF	33
ARTICLE 37 STANDARDS OF DISCIPLINE	34
ARTICLE 44 CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE	35
ARTICLE 45 PAY ADMINISTRATION	36
ARTICLE 48 DURATION	38
APPENDIX "B" WORKFORCE ADJUSTMENT	40
APPENDIX "E" MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA WITH RESPECT TO IMPLEMENTATION OF THE COLLECTIVE AGREEMENT	41

INTRODUCTION

With consideration to the Government of Canada's focus on the efficient and effective use of resources, the Employer's negotiation objectives for this round of bargaining are to:

- preserve and enhance management authorities to continue to meet operational requirements, including through technology;
- exercise fiscal responsibility;
- support pay administration simplification;
- support employment equity, diversity and inclusion; and
- address departmental operating priorities.

The Government of Canada is committed to good faith negotiations towards reaching a collective agreement that is fair to employees, mindful of economic and fiscal context and reasonable for Canadians.

Without prejudice, attached are the Employer initial non-monetary proposals for the negotiation of a single collective agreement covering employees who are members of the Commerce and Purchasing (CP) bargaining unit.

The Employer reserves the right to present other proposals in negotiations as well as counter-proposals with respect to Bargaining Agent demands.

The Employer also proposes that provisions of the agreement which are not modified, deleted or ultimately dealt with by the parties as proposals shall be renewed with only appropriate editorial modification. Those provisions or memoranda of understanding that have expired or are set to expire upon the signing of a new collective agreement shall not be renewed, unless otherwise agreed.

Proposed changes are denoted by bold blue font (**example**) and proposed deletions are denoted by blue font and strikethrough (~~example~~).

The Employer reserves the right to discuss monetary proposals such as rates of pay and pay notes at a later time during the negotiation process.

EDITORIAL CHANGES

To optimize time spent at the table with collective bargaining teams, the Employer proposes that editorial changes to the collective agreement be discussed by negotiators and analysts between bargaining sessions.

Given their editorial nature, any agreed-upon changes would not affect the application, scope, or value of the agreement.

The Employer would provide an initial list of proposed changes to the Bargaining Agent for consideration, and the Bargaining Agent would be invited to do the same. Both parties would reserve the right to raise any of these changes during bargaining sessions, as they deem appropriate.

The parties would also reserve the right to propose additional editorial changes for discussion throughout the collective bargaining round.

**VARIOUS ARTICLES:
CALL-BACK, STAND-BY, DESIGNATED PAID HOLIDAYS
AND TRANSPORTATION EXPENSES**

The Employer wishes to discuss these provisions to identify opportunities to simplify and clarify the language.

**VARIOUS ARTICLES
PAY SIMPLIFICATION**

The Employer reserves the right to table pay simplification related proposals.

VARIOUS ARTICLES

DEFINITION OF FAMILY

The Employer proposes to harmonize the definition of “family” within the CP collective agreement by amending the definition of family currently found in Article 2 (Interpretation and definitions) and, consequently, to update the definition of family in clauses 17.02 (Bereavement leave with pay) and 17.09 (Leave without pay for the care of family) and to partially remove the definition of family in clause 17.12 (Leave with pay for family-related responsibilities).

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this agreement:

“family”

except where otherwise specified in this agreement, means parents (or, alternatively, stepparents, or foster parents), siblings, stepsiblings, spouse (including common-law partner spouse resident with the employee), children (including children of common-law partner), ~~stepchildren~~, foster children or wards of the employee, grandchildren, parents-in-law, ~~children-in-law~~, the employee’s grandparents and any relatives permanently residing in the employee’s household or with whom the employee permanently resides;

**VARIOUS ARTICLES (CONTINUED)
DEFINITION OF FAMILY**

**ARTICLE 17
OTHER LEAVE WITH OR WITHOUT PAY**

17.02 Bereavement leave with pay

a. For the purpose of this clause, “family” is defined per Article 2 and in addition:

i. stepchildren

ii. children-in-law

iii. 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. An employee shall be entitled to bereavement leave with pay under subparagraph 17.02(a)(iii) once in their career in the federal public service.

Renumbering

**VARIOUS ARTICLES (CONTINUED)
DEFINITION OF FAMILY**

**ARTICLE 17
OTHER LEAVE WITH OR WITHOUT PAY**

17.09 Leave without pay for the care of family

a. For the purpose of this clause, “family” is defined per Article 2 and in addition:

i. stepchildren

ii. children-in-law,

a-iii. 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.

Renumbering

VARIOUS ARTICLES (CONTINUED)
DEFINITION OF FAMILY

ARTICLE 17
OTHER LEAVE WITH OR WITHOUT PAY

17.13 Leave with pay for family-related responsibilities

- a. For the purpose of this clause, "family" is defined **as per Article 2 and in addition:**
- ~~i. spouse (or common law partner resident with the employee);~~
 - ~~ii. children (including foster children, children of legal or common law partner and wards of the employee), grandchildren;~~
 - ~~iii. parents (including stepparents or foster parents), parents in-law;~~
 - ~~iv. siblings, stepsiblings;~~
 - ~~v. grandparents of the employee;~~
 - ~~vi. any relative permanently residing in the employee's household or with whom the employee permanently resides;~~
 - vii.i.** any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;
or
 - viii.ii.** 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 2 INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this agreement:

“continuous employment”

has the same meaning as specified in the *Directive on Terms and Conditions of Employment* ~~on the date of signing of this agreement~~;

ARTICLE 8 HOURS OF WORK

General

8.04 Except as provided for in clauses 8.05, 8.06 and 8.07:

(...)

e. the scheduled workday shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period, between the hours of 7 6 am and 6 pm; **the meal period shall be scheduled as close to the mid-point of the workday as possible;** and

f. subject to operational requirements as determined from time to time by the Employer, an employee shall have the right to select and request flexible hours between 6 am and 6 pm and such request shall not be unreasonably denied. **So long as the daily hours amount to seven decimal five (7.5),** ~~±~~ these hours may be non-consecutive. (...)

Variable hours of work

8.05 Compressed work schedule

a. **Upon mutual agreement of the employee and the Employer** ~~Upon request of an employee and the concurrence of the Employer~~, an employee may complete their weekly hours of employment provided that over a period of up to twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week.

b. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer.

ARTICLE 9 OVERTIME

9.01 When an employee is required or authorized by the Employer to work overtime he shall be compensated as follows:

(...)

c. on the employee's second (2nd) or subsequent day of rest, at double (2) time for each hour of overtime worked **provided that the employee also worked on the first day of rest**. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;

d. notwithstanding paragraph (c) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one half (1 1/2) for the first (1st) day worked.

(...)

General

9.02 Employees are eligible for overtime compensation only when:

a. the overtime work is authorized in advance by the Employer;

and

b. the employee does not control the duration of the overtime work.

9.02 9.03 All calculations for overtime shall be based on each completed period of fifteen (15) minutes.

Renumbering

**VARIOUS ARTICLES
LIQUIDATION OF LEAVE**

The Employer wishes to discuss provisions related to the liquidation of leave.

ARTICLE 12
DESIGNATED PAID HOLIDAYS

12.06 Designated paid holiday coinciding with a day of paid leave

Where a day that is a designated paid holiday for an employee coincides with a day of leave with pay or is moved as a result of the application of clause 12.03 above, ~~the designated paid holiday that day, up to seven decimal five (7.5) hours' pay at the straight-time rate,~~ shall **count as a holiday and** not ~~count~~ as a day of leave.

**ARTICLE 12
DESIGNATED PAID HOLIDAYS**

12.07 Where operational requirements permit, the Employer ~~shall~~ **will endeavour** not **to** schedule an employee to work both December 25 and January 1 in the same holiday season.

**VARIOUS ARTICLES
CONTINUOUS EMPLOYMENT**

**ARTICLE 14
LEAVE, GENERAL**

14.09 Except as otherwise specified in this agreement:

- a. where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and from “service” for the purpose of calculating vacation leave;
- b. time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

**ARTICLE 17
OTHER LEAVE WITH OR WITHOUT PAY**

17.09 Leave without pay for the care of family

- ~~d. leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and from the calculation of “service”;~~
- ~~e. time spent on such leave for more than three (3) months shall not be counted for pay increment purposes;~~
- ~~f. time spent on such leave for a period of three (3) months or less, shall be counted for pay increment purposes.~~

17.11 Leave without pay for personal needs

- ~~e. Leave granted under paragraph (a) of this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation.~~
- ~~f. Leave without pay granted under paragraph (b) of this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.~~

17.12 Leave without pay for relocation of spouse

- ~~b. Leave without pay granted under this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave for the employee involved except where the period of such leave is less than three (3) months. Time spent on~~

~~such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.~~

ARTICLE 17 OTHER LEAVE WITH OR WITHOUT PAY

The Employer proposes the following changes to clauses 17.03 to 17.08 under Article 17 Other leave with or without pay as they relate to Maternity and Parental leave without pay and allowances.

Further, the Employer commits to prepare a proposal to simplify the language of the provisions, consistent with the final recommendations of the joint committee with respect to maternity and parental leave.

17.07 Parental allowance

(...)

Parental allowance administration

(...)

Option 1: standard parental allowance

- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee on parental leave without pay as described in subparagraphs 17.06(a)(i) and (b)(i), has elected to receive standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of the employee's weekly rate of pay ~~(and the recruitment and retention "terminable allowance" if applicable)~~ for the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental, adoption or paternity benefits, under the Employment Insurance Plan or the Québec Parental Insurance Plan, the employee is eligible to receive the difference between ninety-three per cent (93%) of their weekly rate of pay ~~(and the recruitment and retention "terminable allowance" if applicable)~~ and the parental, adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in the employee's parental, adoption or paternity benefits to which they would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit or has divided the full thirty-two (32) weeks of parental benefits with another employee in

- receipt of the full five (5) weeks' paternity under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of the employee's weekly rate of pay ~~(and the recruitment and retention "terminable allowance" if applicable)~~ for each week, less any other monies earned during this period;
- iv. where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of the employee's weekly rate of pay ~~(and the recruitment and retention "terminable allowance" if applicable)~~ for each week, less any other monies earned during this period;
- v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, the employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of the employee's weekly rate of pay ~~(and the recruitment and retention "terminable allowance" if applicable)~~ for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 17.04(c)(iii) for the same child.
- vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of the employee's weekly rate of pay ~~(and the recruitment and retention "terminable allowance" if applicable)~~ for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 17.04(c)(iii) and 17.07(c)(v) for the same child;

- d. At the employee's request, the payment referred to in subparagraph 17.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance Plan parental benefits.
- e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that the employee is required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of pregnancy/maternity or parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of pregnancy/maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate ~~(and the recruitment and retention "terminable allowance" if applicable)~~ to which the employee is entitled for the substantive level to which they are appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate ~~(and the recruitment and retention "terminable allowance" if applicable)~~; the employee was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- k. The maximum combined, shared, pregnancy/maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined pregnancy/maternity and parental leave without pay.

Option 2: extended parental allowance

- I. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee on parental leave without pay as described in subparagraphs 17.06(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of the employee's weekly rate of pay ~~(and the recruitment and retention "terminable allowance" if applicable)~~ for the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental benefits under the Employment Insurance, the employee is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of their weekly rate of pay ~~(and the recruitment and retention "terminable allowance" if applicable)~~ and the parental benefits, less any other monies earned during this period which may result in a decrease in the employee's parental benefits to which the employee would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, the employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of the employee's weekly rate of pay ~~(and the recruitment and retention "terminable allowance" if applicable)~~ for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 17.04(c)(iii) for the same child.
 - iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of the employee's weekly rate of pay ~~(and the recruitment and retention "terminable allowance" if applicable)~~ for each week, less any

- other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 17.04(c)(iii) **and 17.07(l)(iii)** for the same child;
- m. At the employee's request, the payment referred to in subparagraph 17.07(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that they are required to repay pursuant to the *Employment Insurance Act*.
- o. The weekly rate of pay referred to in paragraph (l) shall be:
- i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- p. The weekly rate of pay referred to in paragraph (l) shall be the rate ~~(and the recruitment and retention "terminable allowance" if applicable)~~ to which the employee is entitled for the substantive level to which they are appointed.
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate ~~(and the recruitment and retention "terminable allowance" if applicable)~~ the employee was being paid on that day.
- r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- t. The maximum combined, shared, pregnancy/maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined pregnancy/maternity and parental leave without pay.

17.08 Special parental allowance for totally disabled employees

- a. An employee who:
- i. fails to satisfy the eligibility requirement specified in subparagraph 17.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits, and
 - ii. has satisfied all of the other eligibility criteria specified in paragraph 17.07(a), other than those specified in sections (A) and (B) of subparagraph 17.07(a)(iii),

shall be paid, in respect of each week of benefits under the **standard** parental allowance, **as specified under paragraphs 17.07 (c) to (k)**, not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of the employee's weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

(...)

ARTICLE 17 OTHER LEAVE WITH OR WITHOUT PAY

17.09 Leave without pay for the care of family

(...)

Subject to operational requirements, an employee ~~shall~~ **may** be granted leave without pay for the care of family in accordance with the following conditions:

- a. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless such notice cannot be given, because of an urgent or unforeseeable circumstance;
- b. leave granted under this clause shall be for a minimum period of three (3) weeks;
- c. the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the public service;
- d. **an employee who requests leave during the summer leave period shall submit their leave request on or before April 15, unless urgent or unforeseeable circumstances arise. The summer leave period is defined as between June 1 and September 30.**

Renumbering

**ARTICLE 17
OTHER LEAVE WITH OR WITHOUT PAY**

17.11 Leave without pay for personal needs

Leave without pay will be granted for personal needs in the following manner:

f. an employee shall notify the Employer in writing as far in advance as possible but not less than eight (8) weeks in advance of the commencement date of such leave, unless, because of an urgent or unforeseeable circumstance, such notice cannot be given.

**ARTICLE 17
OTHER LEAVE WITH OR WITHOUT PAY**

17.12 Leave without pay for relocation of spouse

c. an employee shall notify the Employer in writing as far in advance as possible but not less than eight (8) weeks in advance of the commencement date of such leave, unless, because of an urgent or unforeseeable circumstance, such notice cannot be given.

**ARTICLE 17
OTHER LEAVE WITH OR WITHOUT PAY**

17.13 Leave with pay for family-related responsibilities

(...)

c. The Employer shall grant leave with pay under the following circumstances:

(...)

iv. to attend school functions **related to the employee's child**, if the supervisor was notified of the functions as far in advance as possible;

ARTICLE 17 OTHER LEAVE WITH OR WITHOUT PAY

17.15 Court leave with pay

The Employer shall grant leave with pay to an employee for the period of time the employee is required:

- a. to be available for jury selection;
- b. to serve on a jury;
- or
- c. by subpoena or summons to attend as a witness in any proceeding, **except for a proceeding in which the employee is a party**, held:
 - i. in or under the authority of a court of justice;
 - ii. before a court, judge, justice, magistrate or coroner;
 - iii. before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position;
 - iv. before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
 - or
 - v. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

ARTICLE 18 CAREER DEVELOPMENT

18.03 Education leave without pay

b. An employee on education leave without pay under this clause ~~shall~~ **may** receive an allowance in lieu of salary of up to one hundred per cent (100%) of their basic salary. The percentage of the allowance is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

ARTICLE 23 TECHNOLOGICAL CHANGE

The Employer proposes this editorial change to the French version to align the language in both official languages and with the CP, NR, RE, SH and SP groups collective agreements.

23.02 In this article, “technological change” means:

- a. the introduction by the Employer of equipment or material of a substantially different nature than that previously utilized which will result in significant changes in the employment status or working conditions of employees;
and
- b. a major change in the Employer’s operation directly related to the introduction of that equipment or material which will result in significant changes in the employment status or working conditions of the employees.

23.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer’s operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

23.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) days’ written notice to the Institute of the introduction or implementation of technological change when it will result in **significant** changes in the employment status or working conditions of the employees.

23.02 Dans le présent article, l’expression « transformations techniques » désigne :

- a. l’introduction par l’employeur de matériel ou d’équipement d’une nature fondamentalement différente de ce qui était utilisé auparavant et entraînant d’importants changements dans la situation d’emploi ou dans les conditions de travail des personnes salariées;
et
- b. une transformation considérable des opérations de l’employeur directement reliée à l’introduction du matériel ou de l’équipement et entraînant d’importants changements dans la situation de l’emploi ou dans les conditions de travail des personnes salariées.

23.03 Les deux (2) parties reconnaissent les avantages globaux des transformations techniques. En conséquence, elles encouragent et favorisent les transformations techniques dans les activités de l'employeur. Lorsqu'il faut réaliser des transformations techniques, l'employeur cherche des moyens pour réduire au minimum les effets négatifs qu'elles pourraient avoir pour les personnes salariées.

23.04 Sauf dans les cas d'urgence, l'employeur convient de donner à l'Institut un préavis écrit aussi long que possible, mais d'au moins cent vingt (120) jours, de la mise en place ou de la réalisation de transformations techniques qui auront pour effet de modifier **fondamentalement sensiblement** la situation d'emploi ou les conditions de travail des personnes salariées.

ARTICLE 26
CHECK-OFF

26.02 The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 26.01. **In addition, the Institute shall advise the Employer in writing at least ninety (90) calendar days prior to the effective date of any amendment to the amount of the authorized monthly deduction.**

**ARTICLE 37
STANDARDS OF DISCIPLINE**

37.07 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. This period will automatically be extended by the length of any **single** period of leave without pay. ~~in excess of six (6) months.~~

ARTICLE 44 CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

44.04 The CSSDA shall not form part of an employee's salary. ~~except for the purposes of the following benefit plans:~~

- ~~• *Public Service Superannuation Act*~~
- ~~• *Public Service Disability Insurance Plan*~~
- ~~• *Canada Pension Plan*~~
- ~~• *Québec Pension Plan*~~
- ~~• *Employment Insurance*~~
- ~~• *Government Employees Compensation Act*~~
- ~~• *Flying Accident Compensation Regulations*~~

ARTICLE 45
PAY ADMINISTRATION

~~45.06 This article is subject to the memorandum of understanding signed by the Employer and the Professional Institute of the Public Service of Canada dated July 21, 1982, in respect of red circled employees.~~

**ARTICLE 45
PAY ADMINISTRATION**

45.XX No pyramiding of payments

Payments provided under the overtime, reporting pay, call-back, standby and designated paid holidays provisions of this agreement shall not be pyramided, that is, an employee shall not be compensated more than once for the same service.

ARTICLE 48 DURATION

48.01 The duration of this collective agreement shall be from the date it is signed to June 21, 2026XX.

48.02 Unless otherwise expressly stipulated, the provisions of this collective agreement shall become effective on the date it is signed.

- a. The effective dates for economic increases will be specified in this collective agreement. Other provisions of this collective agreement shall become effective as follows:
 - i. All components of this collective agreement unrelated to pay administration will come into force on signature of this collective agreement unless otherwise expressly stipulated.
 - ii. Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of this collective agreement, on the date at which prospective elements of compensation increases will be implemented under subparagraph (b)(i).
 - iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in subparagraph (a)(ii).
- b. This collective agreement will be implemented over the following time frames:
 - i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of this collective agreement where there is no need for manual intervention.
 - ii. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of this collective agreement where there is no need for manual intervention.
 - iii. Prospective compensation increases and retroactive amounts that require manual intervention will be implemented within four hundred and sixty (460) days after signature of this collective agreement.

c. Provisions applicable to the Royal Canadian Mounted Police (RCMP) Civilian Members only:

- i. Rates of pay shall be implemented within one hundred and eighty (180) days of the date of signature of this agreement.
- ii. Pay increments for employees classified as SPS-PUR will continue to take effect on the applicable date within the pay period according to the RCMP pay calendar.
- iii. The Employer shall make its best efforts to implement the agreement in accordance with the specified timelines outlined in paragraph b) above. Should compliance with the timelines not be possible, the Employer shall inform the Institute, as required, and provide information on any amended timelines.

~~48.03 The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and twenty (120) days from the date of its signing.~~

APPENDIX "B"
WORKFORCE ADJUSTMENT

The Employer wishes to discuss this appendix.

APPENDIX “E”
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA WITH
RESPECT TO IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

The Employer is proposing to delete the content of Appendix E and to reserve it for future use.