TENTATIVE AGREEMENT

Between

PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA
("Institute")

And

CANADIAN COMMERCIAL CORPORATION
("Employer")

WHEREAS the parties met in collective bargaining on January 15, 21, 22, 23 and 24, 2025;

The Parties therefore agree as follows:

1. The Employer negotiating team agrees to unanimously recommend to the Employer Board of Directors that the within tentative agreement be ratified.
2. The Institute negotiating team agrees to unanimously recommend to the members of the bargaining unit that the within tentative agreement be ratified.
3. The renewed collective agreement shall consist of the unamended portions of the existing collective agreement that expired on June 19, 2024 and the amendments contained herein. Additions are <u>underlined</u>, deletions are ~~stuck out.~~

ARTICLE B-6
PART-TIME EMPLOYEES

B6.06 Designated Holidays

A part-time employee shall not be paid for the designated holidays but shall, instead, be paid four and one quarter percent (4.6%) for all straight time worked.

Should an additional day be proclaimed by an act of Parliament as a national holiday, as per B3.01(m), this will increase by zero decimal thirty-eight (0.38) percentage points.

ARTICLE C-7
LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

C7.01 In each fiscal year the employee shall be granted thirty-seven and a half (37.5) hours of paid leave to attend to family related responsibilities. There shall be no carry over of this leave from one year to the next and no cash value for any unused leave.

(a) ~~For the purpose of this clause, family is defined as spouse, dependent children (including children of legal or common-law spouse), parents (including step-parents, foster parents, and parents of spouse), grandparents, or any relative permanently residing in the employee's household or with whom the employee permanently resides.~~

~~(b) The Corporation shall grant leave with pay under the following circumstances:~~

~~(i) to attend a medical or dental appointment , or other health care, social services professional, or similar appointment when the dependent family member is incapable of attending the appointments by him or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule appointments for dependent family members to minimize his/her absence from work. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;~~

~~(ii) to provide for the temporary care of a sick member of the employee's family;~~

~~(iii) for needs directly related to the birth or to the adoption of the employee's child. This leave may be taken in two (2) periods on separate days.~~

~~(iv) to provide for the temporary care of a dependent family member. This also applies to unexpected school closures for children aged fourteen (14) and under, or to children over the age of fourteen (14) who have special needs;~~

~~(iii) to provide time for the employee to make alternative arrangements in the event of fire or flooding to the employee's residence or other household emergencies.~~

~~(iv) to attend school functions, if the supervisor was notified of the functions as far in advance as possible.~~

~~(vii) to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the functions as far in advance as possible.~~

~~(c) The total leave with pay which may be granted under subclause (b) (i), (ii), (iii), (iv), (v), (vi) and (vii) shall not exceed five (5) days in a vacation year.~~

~~(d) Should the Employee need additional time for the purpose of this Article, he can draw up to two (2) days from his accrued and unused sick leave credits.~~

ARTICLE D-5
COMPLAINT RESOLUTION PROCESS

D5.01 Definitions

(a) Authorized Representative – means a person(s) designated by the Bargaining Agent or the Corporation.

(b) Day – Means a calendar day excluding Saturdays, Sundays, days of rest, designated paid holidays. **This article shall apply to D-6.**

(c) Urgent Complaint – Any matter involving safety or health, discharge or suspension and matters which cannot be corrected retroactively.

ARTICLE D-7
JOINT CONSULTATION

D7.01 Labour Management Consultation Committee ("the Consultation Committee")

(a) The Bargaining Agent and Corporation acknowledge the mutual benefits to be derived from joint consultation and will consult meaningfully on matters of common interest.

(b) Joint Consultation shall be conducted as per the co-developed Labour Management Consultation Committee Terms of Reference.

(c) The Consultation Committee shall be composed of mutually agreeable numbers of Bargaining Agent and Corporation representatives. Committee meetings shall be held at mutually satisfactory locations and times during working hours.

(d) **Vice-President Corporate Services/Chief Financial Officer is not a regular member of the Labour Management Consultation Committee but may be called on by the Committee as the Committee deems appropriate.**

(e) The Bargaining Agent shall notify the Corporation in writing of the representatives authorized to act on behalf of the Bargaining Agent for consultation purposes.

(f) Employees participating in a Consultation Committee meeting shall be protected against any loss of normal pay and benefits by reason of attendance at such meetings with the Corporation or reasonable preparation for such meeting.

(g) The Consultation Committee is prohibited from agreeing to items, which would alter any provision of this collective agreement.

ARTICLE D-12
EMPLOYEE PERFORMANCE REVIEW

D12.01 Employee Performance

(a) The Corporation will continue its practice of conducting performance evaluations. The employee's views concerning how well he or she has performed his or her assigned tasks during a specified period in the past will be invited and considered before the evaluation is documented. The Corporation and the employee will discuss the evaluation prior to its contents being finalized. The employee shall be given the opportunity to append written comments within two (2) weeks. **In the event that the employee is off on an approved leave, and is therefore unable to append their written comments, the opportunity to append their written comments will be extended by sixty (60) days from the date of return from their approved leave.** The employee shall be given a copy of the evaluation, after it has been reviewed and signed by the responsible manager.

(b) When the Corporation determines that an employee is not meeting the requirements of the Corporation, the employee and his or her manager shall meet within a reasonable time of the assessment to develop a Performance Improvement Plan (PIP) to resolve the employee's performance deficiency. When meeting to develop a PIP, the employee may request a Steward or member of the CCC Group Executive be present. Such a request shall not unduly delay the meeting. This PIP may include the provision of training, if necessary.

(c) The representative(s) of the Corporation who assesses an employee's performance must have observed or been aware of the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated.

(d) **For employees that have been in their position for one year or more, the Corporation shall determine an employee's annual objectives by June 30. For any other employee, the employee's annual objectives shall be determined within 90 days of their appointment to the role or their return to their position after a period of leave. Employees shall only be assessed on objectives for which an employee was provided a reasonable opportunity to meet.**

D12.02 The personal file of any employee shall be made available upon request in the presence of an authorized representative of the Corporation. Upon request, a copy of any material in this file shall be given to the employee.

ARTICLE E-1
STAFFING

E1.02 Selection Process for Vacant and New Indeterminate Positions

(a) When the Corporation intends to fill a vacancy within the Bargaining Unit, the Corporation shall establish the position requirements for the position and provide a copy of the statement of qualifications and work description to the Bargaining Agent, for consultation and comment ~~within three (3) working days,~~ prior to posting it in accordance with this Article.

ARTICLE F-2
SEVERANCE PAY

~~F2.04 Severance Termination~~

~~a. Subject to F2.02 above, indeterminate employees with ten (10) or more years of continuous employment with the Corporation on the 17th of December 2012 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment with the Corporation and, in the case of a partial year of continuous employment with the Corporation, one (1) week's pay multiplied by the number of days of continuous employment with the Corporation divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.~~

~~b. Subject to F2.02 above, indeterminate or term employees with less than ten (10) years of continuous employment with the Corporation on the 17th of December 2012 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment with the Corporation and, in the case of a partial year of continuous employment with the Corporation, one (1) week's pay multiplied by the number of days of continuous employment with the Corporation divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.~~

~~F2.05 Terms of Payment Options~~

~~(a) The amount to which an employee in F2.04 (a) is entitled shall be paid, at the employee's discretion either:~~

~~(i) as a single payment at the rate of pay of the employee's substantive position on December 17, 2012 , or~~
~~(ii) as a single payment at the time of the employee's termination of employment from the Corporation, based on the rate of pay of the employee's substantive position at the date of termination of employment from the Corporation, or~~
~~(iii) as a combination of (i) and (ii), pursuant to F2.06.~~

~~(b) The amount to which an employee in F2.04 (b) is entitled shall be paid as a single payment at the rate of pay of the employee's substantive position on December 17,~~

~~2012.~~

~~(i) The Corporation will advise the employee of his or her years of continuous employment with the Corporation no later than four (4) months following the official date of signing of the collective agreement.~~

~~(ii) All payments for employees in F2.04 (b) shall be made on or before June 30, 2013.~~

~~F2.06 Selection of Option~~

~~The Selection of Option provisions are applicable to employees identified in F2.04 (a), with ten (10) or more years of continuous employment with the Corporation.~~

~~a) The Corporation will advise the employee of his or her years of continuous employment with the Corporation no later than four (4) months following the 17th of December 2012.~~
~~b) The employee shall advise the Corporation of the term of payment option selected within eight (8) months from the 17th of December 2012.~~
~~c) The employee who opts for the option described in F2.05 (a)(iii) must specify the number of complete weeks to be paid out pursuant to F2.05 (a)(i) and the remainder to be paid out pursuant to F2.05 (a)(ii).~~
~~d) An employee who does not make a selection under F2.06 b) will be deemed to have chosen option F2.05 (a)(ii).~~

NEW ARTICLE
LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES

(a) Subject to operational requirements as determined by the Corporation, fifteen (15) hours of leave with pay and twenty-two decimal five (22.5) hours of leave without pay per fiscal year shall be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including land-based activities such as hunting, fishing, and harvesting. For the purposes of this article, an Indigenous person means First Nations, Inuit or Métis.
(b) Unless otherwise informed by the Corporation, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Corporation, be considered as meeting the requirements of this article.
(c) An employee who intends to request leave under this article must give notice to the Corporation as far in advance as possible before the requested period of leave.
(d) Leave or time off with pay under this article may be taken in one or more periods. Each period of leave shall not be less than seven decimal five (7.5) hours.

ARTICLE G-3
DURATION

G3.01

This agreement, unless otherwise expressly stipulated, shall take effect on the date of ratification by both parties and shall expire on June 19, ~~2024~~ **2028**

PAY NOTES

A. Economic Increases

Subject to Article G1.04, employees will receive an economic increase of **2.25% on June 20, 2024 and 2.25% on June 20, 2025 and 1.75% on June 20, 2026 and 1.75% on June 20, 2027** ~~3% on June 20, 2022 and 2.5% on June 20, 2023.*~~

ON CONDITION THAT THIS RENEWAL AGREEMENT IS RATIFIED BY MARCH 7, 2025, Employees employed by the CCC on the date of ratification will receive a lump sum ~~signing bonus~~ **payment in the gross amount of $2,500.00. This one-time payment will be paid to current incumbents for the performance of regular duties and responsibilities associated with their position.**

Employees employed by CCC on June 20, 2026 will receive a lump sum payment in the gross amount of $1,000.00 on the pay period following June 20, 2026. This one-time payment will be paid to current incumbents for the performance of regular duties and responsibilities associated with their position.

B. Incremental Increases

~~1.~~ (a) On ~~March 31~~ **April 1** of each year, employees shall be entitled to receive an incremental increase based on the overall outcome of the employee's year-end performance evaluation as outlined below:

a. Overall rating of "**Did** Not **Meet**" = 0%
b. Overall rating of "Partially Met/Developing in New Role" = 2.65%
c. Overall rating of "Met **Expectations**" = 3.5%
d. Overall rating of "Exceeded **Expectations**" = 4.**5**~~0~~%
e. Overall rating of "Largely Exceeded Expectations" = 5.5%

(b) Incremental increases will be granted retroactive **based on eligibility** to March 31 of the given year, upon completion of the performance evaluation process.

(c) To be eligible for a pay increase, an employee must have worked at least three (3) months in the given fiscal year. Where an employee has worked at least 3 months in a position but has not worked a full year in that position, the incremental increase will be pro-rated to the number of complete months that the employee has worked in that position.

(d) In the event that an incremental increase takes an employee to the maximum of that employee's salary band, the balance (if any) of the incremental increase will be paid as a pensionable lump sum payment.

2. A part-time employee shall be eligible to receive an incremental increase when the employee has worked a total of the normal annual hours of a full-time employee, provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this clause.

3. If an employee's salary would be less than $100 from the maximum of the salary scale after applying the above increment, the employee's salary will be adjusted to the maximum of the salary scale.

4. ~~Commencing with the conclusion of the 2016-17 performance evaluation process a lump sum payment, at the rate of pay on March 31, shall be made each year at the completion of the performance evaluation process. The payments will be made by June 30 in any given year.~~

Employees who have reached the maximum of **their** ~~his or her~~ pay scale, and earned the maximum salary for one (1) or more years, are eligible to earn an additional, pensionable, lump sum payment of ~~up to 3.5% of~~ **their** ~~his~~ March 31 salary based on the overall outcome of **their** ~~his or her~~ year-end performance evaluation as outlined below:

~~a. Overall rating of "Not Met"= 0%~~
~~b. Overall rating of "Partially Met"= 1.75%~~
~~c. Overall rating of "Met"=2.65%~~
~~d. Overall rating of "Exceeded"=3.5%~~

a. Overall rating of "**Did** Not **Meet**" = 0%
b. Overall rating of "Partially Met/Developing in New Role" = 2.65%
c. Overall rating of "Met **Expectations**" = 3.5%
d. Overall rating of "Exceeded **Expectations**" = 4.**5**~~0~~%
e. Overall rating of "Largely Exceeded Expectations" = 5.5%

~~All employees who have reached the maximum of his or her pay scale, and earned the maximum salary for at least one (1) year, are eligible to earn the additional lump sum payment outlined above prorated based on the number of months spent at the maximum in excess of (12) twelve months.~~

To be eligible for a lump sum payment outlined above, an employee must have worked at least three (3) months in the given fiscal year. Where an employee has worked at least 3 months in a position, but has not worked a full year in that position, the lump sum payment will be pro-rated to the number of complete months that the employee has worked in that position.

It is expected that the employee, management and the Corporation will work together to ensure ~~timely~~ completion of the performance evaluation process **by May 31**. Management undertakes to table the proposed performance management process to the Labour-Management Consultation Committee for review and comment.

Employees who have not had a performance evaluation completed or communicated to them verbally or in writing prior to May 31 will not receive an evaluation lower than "Met". In the event that the performance evaluation has been completed but the manager is unable to communicate to the employee due to employee leave, this clause will not apply.

5. ~~Add one 3.5% step below the lowest step of CCC 1, CCC 2, and CCC 3 salary scales on June 20, 2016.~~

~~MEMORANDUM OF UNDERSTANDING #1~~
~~INTEGRATION INTO THE NEW CLASSIFICATIONS AND PAY BANDS~~

~~The anniversary date of employees who on June 19, 2001 were at their maximum increment level for one year or more was changed to June 20 starting in 2001, unless those employees have since been promoted, demoted or appointed to a new position.~~

~~Effective June 20, 2001, employees in receipt of bilingual bonus had it replaced by a salary increase of $800.00.~~

~~MEMORANDUM OF UNDERSTANDING #2~~
~~DESIGNATED PAID HOLIDAYS~~

~~In the event that PIPSC and Treasury Board agree to add another Designated Paid Holiday to the "AV Group" collective agreement during their current round of collective bargaining, the Corporation agrees to add said day to Article B3.01 of the collective agreement. The new Designated Paid Holiday shall become effective as of the date the Treasury Board/PIPSC collective agreement is ratified.~~

~~MEMORANDUM OF UNDERSTANDING #4~~

~~The Employer shall carry out a market salary review in consultation with the Institute. This review shall be completed before June 20, 2024. The results shall inform, but shall not bind, the parties in their pay for performance negotiations during the next round of collective bargaining.~~

NEW MEMORANDUM OF UNDERSTANDING
INTRODUCTION OF A COMPREHENSIVE EMPLOYEE WELLNESS PROGRAM

The parties share a commitment to enhancing employee wellness. As part of their ongoing efforts to deliver on that commitment the parties have agreed to enter into this memorandum of understanding (MOU). The purpose of this MOU is to set out certain key elements of the Employee Wellness Program ("Wellness Program") as well as a framework for reaching agreement on the specific elements of the Wellness Program.

During the course of collective bargaining the parties agreed that they would enter into this MOU and that the Wellness Program would include certain key elements, certain elements of which will be included in the collective agreement. In general terms these essential elements are:

1. Target Start date April 1, 2026

2. Sick Leave Policy
   i) Employer-wide sick leave policy respecting Canada Labour Code entitlements/procedures, except paid sick leave, provided on hire and every April 1 thereafter.
   ii) Not cumulative or carried over from one fiscal year to the next

iii) No longer recognize sick leave transferred from other public sector employers
iv) Grandparent accumulated sick leave balances to be used after STD and before LTD

3. Employer funded Short-Term Disability (STD) program
   i) Benefits for up to 13 weeks with income support replacement at 100% of employee base salary
      (1) Employee may return gradually, or part time based on medical circumstances within this period
   ii) New employees immediately eligible to qualify for short term disability (no waiting period)
   iii) 100% income replacement during STD qualification period, should an employee qualify for short term disability
   iv) Adjudicated by independent third party
   v) Employee must participate with CCC and the adjudicator to be entitled to STD
   vi) Develop a transparent appeal process for employees denied benefits or accommodations
   vii) Case management and return to work services focused on supporting employee wellness
   viii) Employees on short -term disability shall be considered to be on a leave with pay for purposes of service and pension
   ix) It is understood that the union wishes to include the following elements in the STD program. Precisely how these details are be addressed in the plan will need to be discussed once the parties have a draft plan to consider:
      (1) Qualifying chronic and episodic illnesses are exempt from qualifying period
      (2) Qualification period waived in the case of hospitalization or recurrence of a prior approved illness
      (3) Medical notes/certificates may be required to qualify for short term disability
         (i) Medical certificates renewed monthly unless otherwise indicated by physician
         (ii) Medical certificates are at the cost of the employer

4. On implementation of a short term disability plan remove Article C-3 Sick Leave With Pay as well as any other associated references to sick leave in the collective agreement

5. 24/7 virtual access to health care. Confirm this will not interfere with employees who have a family doctor

6. Health spending account
   i) receipts for reimbursement for CRA qualified medical expenses
   ii) $250 per fiscal year cumulative to $500

Because the Wellness Program will require amendment to the collective agreement, it is understood that either party may, by written notice to the other party, withdraw from this process without prejudice. In the case of such withdrawal, the existing terms and conditions of the collective agreement shall continue to apply. This MOU shall expire and be removed from the collective agreement upon the introduction of the Wellness Program or in the event that either party has withdrawn from the process in accordance with this MOU.

Signed at Ottawa this 24th day of January 2025:

____________________________	____________________________
Brigitte Sabourin **Bargaining Team Member**	**Juliet Woodfield** **VP, Corporate Service and CFO**
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Robert Starkey **Bargaining Team Member**	**Elizabeth Blunden** **Director, Human Resources**
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Sheela Oozeerally **Bargaining Team Member**	**Steven Williams** **Emond Harnden, Negotiator**
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Cara Ryan **PIPSC, Negotiator**	