



Treasury Board of Canada
Secretariat

Secrétariat du Conseil du Trésor
du Canada

**EMPLOYER NON-MONETARY PROPOSALS
FOR THE
PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP**

**NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON JUNE 20, 2018**

May 29, 2018

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INTRODUCTION

The Employer's negotiation objectives for this round of bargaining are to reduce the pay administration burden, provide economic increases that are fair for workers and taxpayers, address departmental operating priorities and support the effective management of the Public Service. Such an approach will contribute to an engaged and qualified workforce that delivers results for Canadians.

Without prejudice, attached are the Employer proposals for the negotiation of a single collective agreement covering employees who are members of the Program and Administrative Services (PA) bargaining unit.

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

The Employer also proposes that articles 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 to ensure compatibility with other articles as finally agreed.

Proposed changes are highlighted in **bold** font. Where deletions are proposed, the words have a strikethrough “—”.

The Employer reserves the right to table monetary proposals at a later time during the negotiation process.

GENERAL

The Employer proposes to:

- simplify, consolidate and standardize where appropriate;
- review and amend, as necessary, the collective agreement in relation to recent legislative changes, or any other required administrative changes in terminology;
- discuss Pay Administration issues and simplification, including an extension to the implementation period;
- incorporate common table agreements as part of the PA collective agreement.

ADMINISTRATIVE CHANGES

REFERENCES TO “CASH”

The Employer proposes to replace references to “cash” with “payment” in the following articles:

2.01

28.08 a) and b)

32.07 b)

34.11 a) and b)

34.12

Appendix D – Workforce Adjustment

ADMINISTRATIVE CHANGES

Replace all references to the references to the Public Service Labour Relations Act (PSLRA) with references to the **Federal Public Sector** Labour Relations Act (**FPSLRA**).

Replace all references to the references to the Public Service Labour Relations Board (PSLRB) / Public Service Labour Relations and Employment Board (PSLREB) with references to the **Federal Public Sector** Labour Relations **and Employment** Board (**FPSLREB**).

(Various articles)

ARTICLE 2
INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

"continuous employment" (*emploi continu*)

has the same meaning as specified in the ~~existing Public Service Terms and Conditions of Employment Regulations~~ **Directive on Terms and Conditions of Employment** of the Employer ~~on the date of signing of this Agreement.~~

ARTICLE 25 HOURS OF WORK

Excluded Provisions

~~Clauses 25.13 to 25.23 inclusive, pertaining to shift work, do not apply to employees classified as IS.~~ In the case of employees classified as WP, these clauses apply only to employees of the Correctional Service of Canada who are employed in Community Correctional Centres and to those employed in higher security institutions in leisure, social, cultural or athletic activities as well as those who are providing Dialectical Behaviour Therapy (DBT).

**ARTICLE 25
HOURS OF WORK**

25.09 Variable hours

(The Employer wishes to discuss Variable hours.)

ARTICLE 25
HOURS OF WORK

25.20

- a. An employee who is required to change his or her scheduled shift without receiving at least ~~seven (7) days~~² **forty-eight (48) hours**’ notice in advance of the starting time of such change in his or her schedule shall be paid for the first (1st) shift worked on the revised schedule at the rate of time and one-half (1 ½) for the first (1st) seven decimal five (7.5) hours and double (2) times thereafter. Subsequent shifts worked on the revised schedule shall be paid at the straight-time rate, subject to Article 28, Overtime.
- b. Every reasonable effort will be made by the Employer to ensure that the employee returns to his or her original shift schedule and returns to his or her originally scheduled days of rest for the duration of the master shift schedule without penalty to the Employer.

ARTICLE 28
OVERTIME

28.04 Assignment of overtime work

(The Employer wishes to discuss the assignment of overtime work)

ARTICLE 28
OVERTIME

28.09 Meals

- e. **Meal allowances under this clause shall not apply to an employee who has approval to work overtime from a location other than his or her designated workplace.**

ARTICLE 30
DESIGNATED PAID HOLIDAYS

(This change only applies to the English version)

30.09 Reporting for work on a designated holiday

- a. When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:
 - i. compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each reporting, to a maximum of eight (8) hours' compensation in an eight (8) hour period, such maximum shall include any reporting pay pursuant to paragraph 28.05(c);
or
 - ii. compensation in accordance with the provisions of clause 30.08.
- b. The minimum payment referred to in subparagraph (a)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 63.09 of this agreement.
- c. When an employee is required to report for work and reports under the conditions described in paragraph (a) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
 - i. ~~mileage~~ **kilometric** allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile, when the employee travels by means of his or her own automobile;
or
 - ii. out-of-pocket expenses for other means of commercial transportation.
- d. Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

ARTICLE 32
TRAVELLING TIME

32.06 If an employee is required to travel as set forth in clauses 32.04 and 32.05:

(New)

- d. For the purpose of paragraphs 32.06 (b) and (c), should a period of work and/or travel continue into the next day, the employee's total travel period will be deemed to have taken place on the day it started.**

ARTICLE 34
VACATION LEAVE WITH PAY

34.04 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits, but an employee who has completed six (6) months of continuous **service employment** is entitled to receive an advance of credits equivalent to the anticipated credits for the current vacation year.

ARTICLE 34
VACATION LEAVE WITH PAY

34.15 Where the employee requests, the Employer shall grant the employee his or her unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off. ~~and the tenth (10th) year of continuous employment in the case of resignation.~~

ARTICLE 44
LEAVE WITH PAY FOR FAMILY-RELATED REASONS

(No change required in the English version)

ARTICLE 57
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

57.03 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of the Employer.

It is understood that such file may be digital.

ARTICLE 58
CALL CENTRE EMPLOYEES

58.01 Employees working in Call Centres shall be provided five (5) consecutive minutes not on a call for each hour not interrupted by a regular break or meal period.

58.02 All Call Centre employees shall be provided the opportunity to participate in a minimum of two (2) days of training annually on matters related to working in a Call Centre, such as training to reinforce coping skills.

58.03 Call monitoring is intended to improve performance by providing guidance and feedback to the employee and ~~shall not be used for disciplinary purposes~~ **shall not be undertaken for disciplinary purposes but does not preclude management from using it when misconduct has occurred during a call.**

58.04 Coaching and development feedback resulting from call monitoring shall be provided in a timely and meaningful fashion.

ARTICLE 60

CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

~~The following allowance replaces the former Penological Factor Allowance (PFA) and the Offender Supervision Allowance (OSA). The parties agree that only incumbents of positions deemed eligible and/or receiving PFA or OSA as of signing of this collective agreement, and employees who work within community parole offices who support the conditional release of offenders, shall receive the Correctional Service Specific Duty Allowance (CSSDA), subject to the criteria outlined below.~~

60.01 The CSSDA shall be payable to incumbents of specific positions in the bargaining unit within Correctional Service of Canada. The Allowance provides additional compensation to an incumbent of a position who performs certain duties or responsibilities specific to Correctional Service of Canada (that is, custody of inmates, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders) within penitentiaries **as defined in the Corrections and Conditional Release Act and/or CSC Commissioner Directives or within the community in District Offices and Parole Offices (including Area, Urban and Rural parole offices). The CSSDA is not payable to incumbents of positions located within Correctional Learning and Development Centres, Regional Headquarters, National Headquarters, and CORCAN establishments that do not meet the definition of penitentiary as defined in the Corrections and Conditional Release Act and/or CSC Commissioner Directives.** ~~or community parole offices as defined in the Corrections and Conditional Release Act, and/or CSC Commissioner Directives.~~

60.02 ~~The CSSDA shall be two thousand dollars (\$2,000) annually and paid on a biweekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month. The value of the CSSDA shall be two thousand dollars (\$2,000) annually. Except as prescribed in clause 60.04 below, this allowance shall be paid on a biweekly basis for any month in which an employee performs the duties for a minimum period of ten (10) days in a position to which the CSSDA applies.~~

ARTICLE 65
PAY ADMINISTRATION

65.03

- a. The rates of pay set forth in Appendix A-1 shall become effective on the dates specified.
- b. Where the rates of pay set forth in Appendix A-1 have an effective date before the date of signing of this Agreement, the following shall apply:
 - i. “retroactive period” for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefor;
 - ii. a retroactive upward revision in rates of pay shall apply to employees, former employees or, in the case of death, the estates of former employees who were employees in the groups identified in Article 9 of this agreement during the retroactive period;
 - iii. for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
 - iv. for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the ~~Public Service Terms and Conditions of Employment Regulations~~ **Directive on Terms and Conditions of Employment** using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
 - v. no payment or notification shall be made pursuant to paragraph 65.03(b) for one dollar (\$1) or less.

ARTICLE 67
DURATION

67.01 This Agreement shall expire on June 20, 20~~18~~²².

APPENDIX A-1

ANNUAL RATES OF PAY (all groups)

(The Employer wishes to discuss the rates of pay and pay notes.)

APPENDIX A-2

The Employer is proposing to delete the following language from Appendix A-2:

~~All Groups Canada Border Services Agency (CBSA) employees~~

- ~~a. This pay note applies to employees that were appointed or transferred upon creation of the CBSA.~~
- ~~b. Should the employee's salary exceed the maximum of the range for his or her group and level, the employee's salary shall remain unchanged until such time as the maximum rate of pay for the employee's group and level is equal to, or greater than, the employee's salary.~~
- ~~c. Effective June 21, 2011, should the employee's salary be within the new salary band in the "A" line, the employee's new rate of pay shall be the step in the "A" line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum payment in an annualized amount equivalent to the difference between the value of the economic increase (that is, one decimal seven five per cent (1.75%)) and the actual salary increase, to be paid biweekly.~~
- ~~d. Effective June 21, 2011, employees who continue to be subject to paragraph (b) shall receive a lump sum payment in an annualized amount equivalent to one decimal seven five per cent (1.75%) of the employee's rate of pay, to be paid biweekly, in lieu of the economic increase.~~
- ~~e. Effective June 21, 2012, should the employee's salary be within the new salary band in the "B" line, the employee's new rate of pay shall be the step in the "B" line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (that is, one decimal five per cent (1.5%)) and the actual salary increase, to be paid biweekly.~~
- ~~f. Effective June 21, 2012, employees subject to paragraph (b) shall receive a lump sum payment in an annualized amount equivalent to one decimal five per cent (1.5%) of the employee's rate of pay, to be paid biweekly, in lieu of the economic increase.~~

- ~~g. Effective June 21, 2013, should the employee's salary be within the new salary band in the "C" line, the employee's new rate of pay shall be the step in the "C" line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (that is, two per cent (2.0%)) and the actual salary increase, to be paid biweekly.~~

- ~~h. Effective June 21, 2013, employees subject to paragraph (b) shall receive a lump sum payment in an annualized amount equivalent to two per cent (2.0%) of the employee's rate of pay, to be paid biweekly, in lieu of the economic increase.~~

- ~~i. All other provisions of the new collective agreement shall apply.~~

APPENDICES E and G

The Employer wishes to discuss the following Appendices:

Appendix E – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to a Joint Study on the Work Environment for Employees Working in Call Centres

Appendix G - Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Occupational Group Structure Review and Classification Reform

(NEW)

APPENDIX XX

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY
BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF
CANADA WITH RESPECT TO THE CARRY-OVER/LIQUIDATION OF
VACATION LEAVE AND COMPENSATORY LEAVE**

Transitional Measure

Notwithstanding clauses 34.11 and 34.12 (Carry-over and liquidation of vacation leave), all vacation leave credits in excess of the limits set out in paragraphs 34.11(a) and (b), shall be granted or paid at a minimum of seventy five (75) hours per year by March 31st of each year, commencing on March 31, 2020, until all vacation leave credits in excess of the limits have been liquidated.

Notwithstanding clause 28.08, all compensatory leave earned prior to March 31, 2020, and unused as of September 30, 2020, shall be paid at a minimum of seventy five (75) hours per year by September 30 of each year, commencing on September 30, 2020, until all outstanding compensatory leave entitlements have been liquidated.

Payment shall be in one instalment per year and shall be paid at the employee's rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31st of the applicable previous fiscal year.

The term of this MOU may be extended by mutual consent of both parties to this agreement.

COMMON TABLE PROPOSALS

The Employer wishes to discuss the following articles at the common table:

1. Retroactivity
2. Implementation Period
3. Pay Simplification
4. Employee Wellness
5. Workforce Adjustment
6. Union Dues
7. Deeming
8. Leave – Union Business (Cost Recovery)
9. Electronic Collective Agreement
10. Leave – General
11. Designated Paid Holiday
12. Standards of Discipline
13. Statement of Duties
14. Maternity Allowance
15. Parental Allowance
16. Leave Without Pay for the Care of family

After discussion, the parties may, by mutual agreement, refer any of these items to the specific tables for negotiations.