

# PARKS CANADA AGENCY NEGOTIATIONS 2022

**Monetary Package** 

19 January 2023

This document represents the monetary proposal of the Public Service Alliance of Canada (the "Union") for this round of negotiations for the Parks Canada Agency bargaining unit. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Union reserves the right to introduce, amend, and/or withdraw its proposal and/or to introduce counter proposals to the Employer's proposals.

# Introduction

The Union's monetary proposal takes into account the recruitment and retention needs of the Employer and is fair and reasonable given the nature of the work performed by members of the Parks Agency. The proposal is in line with recent wage trends and current and projected economic and fiscal circumstances. It seeks to restore appropriate relationships between and among classifications and occupations within the federal public service, and to ensure comparability with terms and conditions of employment in similar occupations outside the federal public service. It works towards increased simplicity, harmonization, consistency, equity, and fairness in pay rates and administration.

# The following language is illustrative, and the Union reserves the right to introduce further language to codify the concepts.

The pay proposal can be separated into four interrelated parts:

- 1. Competitive economic increases and duration
- 2. Restructuring and Market Adjustments
  - a) Law Enforcement Adjustments
  - b) EG Adjustments
  - c) GT Adjustments
  - d) LS Adjustments
  - e) SV Comparator Adjustments
  - f) CRA Comparator Adjustments
- 3. Allowances
- 4. Other Monetary Proposals

Specifically, the PSAC Team is proposing that the above salary-related improvements be instituted in the following order:

- 1. Apply Restructuring
- 2. Apply Market Adjustments
- 3. Apply Economic Increases

# **1. Competitive Economic Increases**

The Union proposes the following economic increases to all rates of pay for all bargaining unit employees:

Effective August 5, 2021: 5.50% Effective August 5, 2022: 8.50% Effective August 5, 2023: 8.00%

# **Duration of Agreement**

The Union proposes that the new collective agreement expire on **August 4**, **2024**.

# 2. Restructuring and Market Adjustments

## a) Law Enforcement Restructuring and Adjustment

To ensure comparability and competitiveness in terms and conditions of employment with similar occupations, the Union proposes the creation of Park Warden specific sub-group within the GT classification (GT-PW-04, GT-PW-05) and a 17% salary increase effective August 5, 2021.

## b) EG Adjustment

Based on the award granted by the arbitrator M. G. Mitchnick on January 6<sup>th</sup>, 2022 to the EG Wage Rate in the TC Group, the union proposes the following:

Effective **August 5th**, **2022** add one new step to the top of the EG pay scale that is 1.5% higher than the existing maximum. All employees who have been at the existing maximum rate for at least twelve months as of that date shall move to this new rate on that date.

Effective **August 5th**, **2023** add 1.8% to that new top step of the scale.

Both adjustments are to take place prior to the application of any general wage increase for that year.

## c) GT Restructuring

To ensure parity with other positions within the core that work with hazardous materials and equipment in their work, the union proposes the following:

Effective August 5, 2021, Conservators I, II, III (GT-3, GT-4, GT-5) level increased to GT-5, GT-6, and GT-7, respectively.

Effective August 5, 2021, Preventative Conservation Specialist (Conservator III)(GT-5) level increased to GT-7.

Effective August 5, 2021, Imaging Specialist and Radiation Safety Officer (GT-4) level increased to GT-7.

## d) LS Restructuring and Adjustments

The Union's proposal closes the gap in pay between LS employees subject to the Parks collective agreement (LS) and Parliamentary LS. There also exist differences, though less pronounced, between Parks-LS employees and LS employees employed by the Canada Revenue Agency (CRA) and the National Research Council (NRC) and subject to collective agreements negotiated between these employers and PIPSC. The Union proposes:

- 1) Delete bottom step for LS-1 through LS-5
- 2) Add new top steps for LS-1 to LS-3 by applying the following percentages to the existing maximums:

LS-1	2.9%
LS-2	3.1%
LS-3	3.2%

3) Apply 10% market adjustment to entire LS grid after restructuring.

# e) SV Comparator Adjustments

In 2021, PSAC commissioned a labour market compensation comparability survey (the 'Pay Study'), conducted by Korn Ferry, for occupations within the SV group, many of which are also in Parks.

The overall findings confirm significant gaps between compensation for Parks positions and comparable jobs outside the federal public service. To eliminate the persisting wage gap between Parks positions and comparable jobs outside the federal public service, the Union proposes the following increases to the applicable Appendix "A" for each group, prior to the application of any negotiated economic increases:



GL-EIM	17.0%
GL-ELE	17.0%
GL-MAM	17.0%
GL-PIP	17.0%
GL-VHE	17.0%
GL-WOW	17.0%
GL-AIM	17.0%
GL-AMW	17.0%
GL-INM	17.0%
GL-MAN	17.0%
GL-MDO	17.0%
GL-MOC	17.0%
GL-MST	17.0%
GL-PCF	17.0%
GL-PRW	17.0%
GL-SMW	17.0%
GS	12.7%
HS	12.7%
HP	20.3%
SC-DED	27.2%

NB: A 1991 Pay Equity Tribunal decision ties wage adjustment of the HS group to that of the GS group.

# f) CRA Comparator Adjustments

To eliminate the wage gap between AS, IS, PM and ST and their respective CRA comparators, the Union proposes that the rates of pay for the AS, IS and PM classifications be increased **by the Delta adjustment** to catch up to the maximum SP rates, as in Table A with the corresponding delta percentage difference calculated at each of the previous steps in each level.

# Table A

Parks Group	CRA Comparator Group	Delta Adjustment
AS-1/PM-1/IS-1	SP-4	6.2%
AS-2/PM-2/IS-2	SP-5	7.1%
AS-3/PM-3	SP-6	8.1%
AS-4/PM-4/IS-3	SP-7	7.0%
AS-5/PM-5/IS-4	SP-8	5.0%
AS-6/IS-5	SP-9	4.9%
AS-7/PM-6/IS-6	SP-10	6.1%
CR-1	SP-1	11.4%
CR-2	SP-1	6.1%
CR-3	SP-2	6.2%
CR-4	SP-3	6.2%
CR-5	SP-4	8.4%
ST-SCY-2	SP-3	12.6%

# APPENDIX "A" ANNUAL RATES OF PAY PAY NOTES FOR ALL CLASSIFICATIONS

## C) PAY ADJUSTMENTS

8. Market Adjustments and Restructures

As negotiated for equivalent Groups at the Core Public Administration.

# 3. Allowances

# ARTICLE 61 ALLOWANCES

## 61.03 Dog handlers' Allowance

When an employee is required to handle a trained detector dog during a shift, and in recognition of the duties associated with control, care and maintenance of the detector dog at all times, the employee shall be paid an allowance of one (\$1) two (\$2) dollars per on-duty hour.

## 61.04 Physical Fitness Allowance

Parks Canada shall provide all employees with a monthly allowance of \$50.00 for the maintaining of a membership at a gym or fitness facility, pool, ice rink, cross-country ski trails, martial arts lessons or membership, etc., (up to a total of \$600/year). In cases where a monthly (or annual) allowance is provided, the employee will be required to submit valid receipts prior to receiving the benefit.

## 61.05 Term and Seasonal Housing Allowance

Within 6 months of the signing of this agreement, housing assistance will be provided to employees who work term and seasonal positions in areas that are in expensive housing markets. Where housing is provided by Parks Canada Agency, term and seasonal employees will be charged rent at a reduced rate of 50% of the market value (as determined by CMHC) for any months where they complete at least 10 days of work. A subsidy for private accommodation of \$200/month (where they complete at least 10 days of work) will apply to all term and seasonal employees where housing is not provided by Parks Canada Agency.

## 61.06 Increases to Allowances

All allowances within this Collective Agreement shall increase yearly, subject to negotiated general economic increases.

#### **APPENDIX "F"**

#### MEMORANDUM OF UNDERSTANDING BETWEEN THE PARKS CANADA AGENCY (HEREINAFTER CALLED THE AGENCY) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (HEREINAFTER CALLED THE ALLIANCE) IN RESPECT OF THE ALLOWANCE FOR THE GL – GENERAL LABOUR AND TRADES MACHINERY MAINTAINING SUB-GROUP (MAM) WITH REFRIDGERATION HVAC DUTIES

1. Effective on the date of signing of the collective agreement August 5, 2021, in an effort to address recruitment and retention problems of the GL-MAM-refrigeration HVAC technicians and building systems technicians or equivalent, the Agency will provide an annual terminable allowance of ten thousand and five hundred eight thousand dollars (\$8,000-\$10,500\*) to workers in the GL classification who have the skills and knowledge obtained from completion of a provincial A/C Refrigeration Technician license or a building system technician certification or equivalent and perform refrigeration HVAC duties. incumbents of GL-MAM refrigeration HVAC technicians who have refrigeration and air conditioning mechanic certification and perform the duties of GL-MAM refrigeration HVAC technicians.

[\*To be adjusted yearly with general economic increases, as per 61.06]

- 2. The parties agree that GL-MAM refrigeration HVAC technicians workers as outlined above shall be eligible to receive an annual "terminable allowance" subject to the following conditions:
  - a) An employee in a position outlined above shall be paid the terminable allowance for each calendar month for which the employee receives at least (80) hours' pay at the GL-MAM rates of pay of this appendix;
  - b) The allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement;
  - c) A seasonal employee shall be entitled to the terminable allowance on a pro-rata basis;

- d) An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.
- 3. This Memorandum of Understanding expires on August 4, 2018.

#### **APPENDIX "G"**

#### MEMORANDUM OF UNDERSTANDING BETWEEN THE PARKS CANADA AGENCY (HEREINAFTER CALLED THE AGENCY) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (HEREINAFTER CALLED THE ALLIANCE) IN RESPECT OF THE ALLOWANCE FOR THE GT – GENERAL TECHNICAL GROUP – AND PM – PROGRAM MANAGEMENT – WORKING AS LAW ENFORCEMENT OFFICERS

- The Agency will provide an annual allowance to incumbents of General Technical (GT-PW) and Program Management (PM) group positions, GT-PW-04, and GT-PW-05, PM-5 and PM-6 levels, for the performance of their duties as listed below.
- 2. The parties agree that GT-PW and PM employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions.
  - Commencing on August 5, 2018 2021, GT employees who perform duties of Enforcement Officers and who are fully designated with Peace Officer powers shall be eligible to receive an annual allowance to be paid biweekly;
  - b) The allowance shall be paid in accordance with the following table:

Positions	Annual allowance*
GT- <b>PW-</b> 04 / <b>PM-5</b>	<del>\$3,53</del> 4- <b>\$3728</b>
GT- <b>PW-</b> 05 / <b>PM-6</b>	<del>\$3,53</del> 4- <b>\$3728</b>

#### Annual allowance: General Technical (GT)

#### [\*To be adjusted yearly with general economic increases as per 61.06]

c) The allowance specified above does not form part of an employee's salary.

- 3. An employee in a position outlined above shall be paid the annual allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
- 4. Seasonal and part-time employees shall be entitled to the allowance on a prorata basis.
- 5. This Memorandum of Understanding expires on August 4, 2021.

ADD NEW GROUP SPECIFIC PROVISIONS for PARK WARDENS

The following Differentials and Allowances will part of the base salary, for the purpose of pension calculations.

#### XX.01 Supervisor Differentials

A supervisor differential of 4% will be applied to the salaries of all Park Warden Supervisors (GT-PW-05) who supervise 3 or more staff. A supervisor differential of 6.5% will be applied to the salaries of all Park Warden Supervisors (GT-PW-05) who supervise 6 or more staff.

XX.02 Instructor Allowance\*

An Instructor Allowance of \$2.50 per hour will be applied to the salaries of any GT-PW-04 or GT-PW-05 (Park Wardens and Park Warden Supervisors) who are certified and actively engaged in instructing and/or certifying other Park Wardens in Use of Force or Firearms.

[\*To be adjusted yearly with general economic increases, as per 61.06]

#### **APPENDIX "J"**

#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

#### PARKS CANADA AGENCY

#### AND

#### THE PUBLIC SERVICE ALLIANCE OF CANADA

#### WITH RESPECT TO THE

#### IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

Delete the current MOU and replace with:

All provisions of this agreement related to pay administration including salary rate changes, retroactive amounts payable and compensation increases (such as premiums, allowances, overtime rates, etc.) will be implemented on or before [insert date].

Employees in the bargaining unit for whom the collective agreement is not fully implemented on or before [insert date] will be entitled to a lumpsum payment of one-hundred-dollar (\$100); these employees will be entitled to an additional one-hundred-dollar (\$100) for every subsequent complete period of ninety (90) days their collective agreement is not fully implemented. These amounts will be included in their final retroactive payment.

#### APPENDIX "L" MEMORANDUM OF UNDERSTANDING BETWEEN THE PARKS CANADA AGENCY (HEREINAFTER CALLED THE AGENCY) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (HEREINAFTER CALLED THE PSAC) IN RESPECT OF THE RETENTION ALLOWANCE FOR COMPENSATION ADVISORS

1. In an effort to increase retention of Compensation Advisors at the CR-05, AS-01, AS-02, AS-03 and AS-04 group and levels, the Agency will provide an allowance to incumbents of CR-05, AS-01, AS-02, AS-03 and AS-04 Compensation Advisor positions for the performance of Compensation and Benefit duties.

2. The parties agree that CR-05, AS-01, AS-02, AS-03 and AS-04 Compensation Advisors who perform the duties of positions identified above shall be eligible to receive a "Retention Allowance" in the following amounts and subject to the following conditions:

- a) Effective according to the dates determined by subparagraph 2) a) ii) of Appendix J (MOU on Implementation), CR-05, AS-01, AS- 02, AS-03 and AS-04 Compensation Advisors who perform the duties of positions identified above shall be eligible to receive an allowance to be paid biweekly;
- b) All AS-01, AS-02 or AS-03 Compensation Advisors working at the Agency shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eighty eight (260.88);

#### **Retention Allowance\***

Annual	Daily
Amount	Amount
\$ <del>2,500</del>	\$ <del>9.58</del>
<del>\$</del> 2638	\$10.57

#### [\*To be adjusted yearly with general economic increases, as per 61.06]

c) All CR-05, AS-01, AS-02, AS-03 or AS-04 Compensation Advisors working in pay pods under the banner of the Public Service and Procurement Canada Pay Centre (PSPC) shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eight eight (260.88);

#### **Retention Allowance\***

Annual	Daily
Amount	Amount
\$ <del>3,500</del>	\$ <del>13.42</del>
<del>\$</del> 3693	<del>\$</del> 14.79

#### [\*To be adjusted yearly with general economic increases, as per 61.06]

- d) The Retention Allowance specified above does not form part of an employee's salary;
- e) The Retention Allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under article 37 and 39 of this collective agreement;

- f) Subject to g) below, the amount of the Retention Allowance payable is that amount specified in paragraph 2 b) or c) for the level prescribed in the certificate of appointment of the employee's CR-05, AS-01, AS- 02, AS-03 and AS-04 position;
- g) When a Compensation Advisor or employee as defined in clause 1 above is required by the Agency to perform duties of a higher classification level in accordance with clause 60.07, the Retention Allowance shall not be payable for the period during which the employee performs the duties of a higher level.

3. A part-time Compensation Advisor receiving the allowance shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.

4. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.

5. This Memorandum of Understanding expires with the signing of a new collective agreement.

#### APPENDIX "M" MEMORAMDUM OF UNDERSTANDING BETWEEN THE PARKS CANADA AGENCY (HEREINAFTER CALLED THE AGENCY) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (HEREINAFTER CALLED THE PSAC) IN RESPECT OF THE TEMPORARY INCENTIVES FOR THE RECRUITMENT AND RETENTION OF COMPENSATION ADVISORS

RESERVE

# 4. Other Monetary Proposals

#### **NEW ARTICLE**

# ARTICLE XX PURPOSE DESIGNED FOOTWEAR

XX.01 Where an Employee's duties require them to wear purpose designed footwear, the Employer agrees to pay the cost of such footwear.