



TREASURY BOARD NEGOTIATIONS 2021

Operational Services (SV)

Bargaining Proposals

June 16, 2021

Preamble:

The workers covered under this agreement work proudly on behalf of Canadians. Accordingly, the Union is introducing language and reserves the right to introduce additional language to maintain and improve the quality and level of the public services provided to Canadians.

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the Operational Services (SV). These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Public Service Alliance of Canada reserves the right to add to, amend, modify, and withdraw its proposals at any time during Collective Bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

~~Strikethroughs~~ denote proposed deletion. **Bolded** text denotes new language/editorial changes. **RESERVE** means that the Union reserves the right to make proposals at a later date. In particular, the Public Service Alliance of Canada reserves the right to introduce a comprehensive wage proposal at an appropriate time during negotiations.

If neither party has a proposal on a specific clause or article, that clause or article shall be renewed.

Finally, the Union requests of the Employer disclosure of any plans for changes at its administrative or workplace level that may affect this round of negotiations, and reserves the right to make additional proposals after receiving this information.

The Union will not engage in concessionary bargaining.

COMMON ISSUES

RESERVE – Proposals for the following articles shall be negotiated at the

Common Issues Table:

- **Article 2: Definitions**
- **Article 7 / Bilingualism Bonus Directive : National Joint Council Agreements**
- **Article 10: Information**
- **Article 11: Check Off**
- **Article 12: Use of Employer Facilities**
- **Article 14 / Appendix N: Leave with or without pay for Alliance business**
- **Article 17: Standards of discipline**
- **Article 19: No discrimination**
- **Article 20: No harassment**
- **Article 23 / Appendix I : WFA**
- **Article 24: Technological change**
- **Article 36: Leave, general**
- **Article 37: Vacation leave with pay**
- **Articles 41-43: Maternity/Parental leave**
- **Article 44: Leave without pay for the care of the family**
- **Article 58: Statement of duties**
- **Article 70: Duration**
- **Appendix A-H: General Economic Increase**
- **Appendix J: Joint learning program**
- **Appendix L: Implementation**
- **Appendix P: Mental health in the workplace**
- **Appendix Q: Childcare**
- **NEW: Remote work**
- **NEW: No contracting out**
- **NEW: Right to disconnect**
- **NEW: Social Justice Fund**
- **NEW: Equity in the workplace**

HOUSEKEEPING

RESERVE

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this agreement:

- m.** **“family”** (famille) except where otherwise specified in this agreement, means father, mother (or, alternatively, stepfather, stepmother, or foster parent), brother, sister, **brother-in-law, sister-in-law**, step-brother, step-sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, **aunt, uncle**, the employee’s grandparents **(including the grandparents of the employee’s spouse or common-law partner)**, and relative permanently residing in the employee’s household or with whom the employee permanently resides, **and 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 22
HEALTH AND SAFETY

The Union wishes to discuss the following items related to health and safety, and reserves the right to make proposals on these items:

- **Immunization**

ARTICLE 25
HOURS OF WORK

The weekly hours of work shall be 37.5 hours, without any reduction in the yearly salary, leave credits or benefits.

Consequential amendments throughout the agreement must be made pursuant to this concept being agreed upon.

NEW

25.XX The Employer shall not change day workers into shift workers nor change shift workers into day workers without mutual agreement between the Employer and the Alliance.

To Discuss

The Union wishes to discuss the length of arctic voyages for ships crews.

ARTICLE 29 OVERTIME

Exclusions

This article does not apply to the FR, LI and SC Groups.

29.02 Where overtime work is authorized in advance by the Employer, an employee is entitled to overtime compensation **at double time** for each completed fifteen (15) minute period of overtime worked by the employee.

Consequential amendments throughout the agreement must be made pursuant to this concept being agreed upon.

~~29.06 Overtime compensation~~

~~Subject to clause 29.02, an employee is entitled to time and one half (1 1/2) compensation for each hour of overtime worked by the employee.~~

~~**29.07** Notwithstanding clause 29.06, an employee is entitled to double (2) time for each hour of overtime worked by the employee,~~

- ~~a. on a scheduled day of work or a first (1st) day of rest, after a period of overtime equal to the normal daily hours of work specified in the Group Specific Appendix;
and~~
- ~~b. on a second (2nd) or subsequent day of rest, provided the days of rest are consecutive, except that they may be separated by a designated paid holiday;
and~~
- ~~c. where an employee is entitled to double (2) time in accordance with paragraphs (a) or (b) above and has worked a period of overtime equal to the normal daily hours of work specified in the Group Specific Appendix, the employee shall continue to be compensated at double (2) time for all hours worked until he or she is given a period of rest of at least eight (8) consecutive hours.~~

29.09 Overtime meal allowance

- a. An employee who works three (3) or more hours of overtime,
 - i. immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period,
 - or
 - ii. immediately following the employee's scheduled hours of work.

shall be reimbursed for one (1) meal in the amount **equivalent to the meal rates outlined in Appendix C of the National Joint Council's Travel Directive** ~~of twelve dollars (\$12)~~, except where a free meal is provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount **equivalent to the meal rates outlined in Appendix C of the National Joint Council's Travel Directive** ~~of twelve dollars (\$12)~~ after each four (4) hour period, except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break ~~either at or adjacent to the employee's place of work.~~
- c. This clause shall not apply to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals.

Consequential amendments throughout the agreement must be made pursuant to this concept being agreed upon.

ARTICLE 32

DESIGNATED PAID HOLIDAYS

- 32.01** Subject to clause 32.02, the following days shall be designated paid holidays for employees:
- a. New Year's Day,
 - b. **January 2nd,**
 - c. Good Friday,
 - d. Easter Monday,
 - e. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
 - f. **National Indigenous Peoples Day.**
 - g. ~~e.~~ Canada Day,
 - h. ~~f.~~ Labour Day,
 - i. **Truth and Reconciliation Day,**
 - j. ~~g.~~ the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
 - k. ~~h.~~ Remembrance Day,
 - l. ~~i.~~ Christmas Day,
 - m. ~~j.~~ Boxing Day,
 - n. ~~k.~~ ~~one~~ **two (2)** additional days in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional ~~day is~~ **days are** recognized as a provincial or civic holiday, the **third Monday in February and the first (1st) Monday in August,**
 - o. ~~l.~~ one additional day when proclaimed by an act of Parliament as a national holiday.

32.07

- a. When an employee works on a holiday, he or she shall be paid ~~time and one half (1-1/2)~~ **double time** for all hours worked, up to the daily hours specified in the relevant Group Specific Appendix, ~~and double (2) time thereafter,~~ in addition to the pay that the employee would have been granted had he or she not worked on the holiday,
- b. Notwithstanding paragraph (a) when an employee works on a holiday contiguous to a day of rest on which he or she also worked and received overtime ~~in accordance with clause 29.07,~~ the employee shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.

Consequential amendments throughout the agreement must be made pursuant to these changes being agreed upon.

ARTICLE 37
VACATION LEAVE WITH PAY

Scheduling and granting of vacation leave with pay

37.05

- a. Employees are ~~expected~~ **encouraged** to take all their vacation leave during the vacation year in which it is earned.
- b. ~~The Employer reserves the right to schedule an employee's vacation leave.~~ In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
 - i. grant an employee's vacation leave in an amount and at such time as the employee may request;
 - ii. not recall an employee to duty after the employee has proceeded on vacation leave;
 - iii. not cancel nor alter a period of vacation leave which has been previously approved in writing;
 - iv. ensure that, at the request of employee, vacation leave in periods of two (2) weeks or more are started following a scheduled period of rest days.
 - v. **to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by the employee in the current year.**
- c. Representative of the Alliance shall be given the opportunity to consult with representatives of the Employer on vacation schedules.

37.11 Carry-over and/or liquidation of vacation leave

- a. Where in any vacation year, an employee has not ~~used~~ **been granted** all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and eighty (280) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and eighty (280) hours shall be automatically paid at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.
- b. Notwithstanding paragraph (a), if on March 31, 2005, or on the date an employee becomes subject to this agreement subsequent to March 31, 2005, an employee has more than two hundred and eighty (280) hours of unused vacation leave credits, a minimum of eighty (80) hours per year shall be granted or paid by March 31 of each year, commencing on March 31, 2006, until all vacation leave credits in excess of two hundred

and eighty (280) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31 of the applicable previous vacation year.

Consequential amendments throughout the agreement must be made pursuant to these changes being agreed upon.

The Union reserves the right to table further proposals on this article at a future time.

ARTICLE 38

SICK LEAVE WITH PAY

38.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 38.03, sick leave with pay **shall** ~~may, at the discretion of the Employer,~~ be granted to an employee for a period of up to two hundred **and two decimal five (202.5)** ~~(200)~~ hours ~~or, one hundred eighty seven and one half (187.5), where the standard workweek is thirty seven decimal five (37.5), hours per week,~~ subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

Medical Certificate

38.09 In all cases, a medical certificate provided by a legally qualified medical practitioner shall be considered as meeting the requirements of paragraph 38.02(a).

38.10 An employee shall not be required to provide a medical certificate for sick leave of less than five (5) consecutive days.

38.11 When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for all costs associated with obtaining the certificate. Employees required to provide a medical certificate shall also be fully compensated for all time associated with the obtaining of said certificate.

ARTICLE 40
INJURY-ON-DUTY LEAVE

40.01 An employee shall be granted injury-on-duty leave with pay for such period as **certified by a Workers' Compensation authority** ~~may be reasonably determined by the Employer~~ when a claim has been made pursuant to the *Government Employees' Compensation Act*, and a workers' compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

- a. personal injury accidentally received in the performance of his or her duties and not caused by the employee's wilful misconduct,

or

- b. an industrial illness, **trauma, including vicarious trauma, or any other illness, injury** or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General for Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

ARTICLE 46

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

46.01 For the purpose of this article, family is defined as **per Article 2, and in addition:**

- ~~a. spouse (or common-law partner resident with the employee);~~
- ~~b. children (including foster children, step-children or children of the spouse or common-law partner, ward of the employee), grandchild;~~
- ~~c. parents (including step-parents or foster parents);~~
- ~~d. father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee;~~
- ~~e. any relative permanently residing in the employee's household or with whom the employee permanently resides;~~
- f. **a.** any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.; ~~or~~
- ~~g. g. 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.~~

46.02 The total leave with pay which may be granted under this article shall not exceed:

- i. **37.5 75** hours in a fiscal year where the standard workweek is thirty-seven decimal five (37.5) hours;
- ~~ii. 40 hours in a fiscal year where the standard workweek is forty (40) hours;~~
- ~~iii. 42 hours in a fiscal year where the standard workweek is forty two (42) hours;~~
- ~~iv. 46.6 hours in a fiscal year where the standard workweek is forty six point six (46.6) hours.~~

46.03 Subject to clause 46.02, the Employer shall grant leave with pay under the following circumstances:

- a. to provide for immediate and temporary care of a family member;**
- ~~a.~~ **b.** to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- ~~b.~~ **c.** to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- ~~c.~~ **d.** to provide for the immediate and temporary care of an elderly member of the employee's family;
- ~~d.~~ **e.** for needs directly related to the birth or to the adoption of the employee's child.

- e. f. to attend school functions, if the supervisor was notified of the function as far in advance as possible;
- f. g. to provide for the employee's child in the case of an **inservice or unforeseeable** closure of the school or daycare facility;
- g. ~~twenty per cent (20%) of the applicable hours stipulated in clause 46.02 above may be used~~ to attend an appointment with a legal or paralegal representative for nonemployment-related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.
- h. **h. to visit a terminally ill family member.**

46.04 Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 46.03(c)(b) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

The Union reserves the right to table further proposals on this article at a future time.

The Union further wishes to discuss the following items related to Family-Related Leave as it applies to Ship's Crews, and reserves the right to make proposals on these items:

- **Hours of use**

ARTICLE 49
BEREAVEMENT LEAVE WITH PAY

49.01 For the purpose of this article, “family” is defined per Article 2 ~~and in addition:~~

- ~~a. — 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 49.01(a) only once during the employee’s total period of employment in the public service~~

49.02 When a member of the employee’s family dies, an employee shall be entitled to bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regular scheduled days of rest for the employee. In addition, the employee may be granted up to **five (5)** ~~three (3)~~ days’ leave with pay for the purpose of travel related to the death.

- a. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.
- b. When requested to be taken in two (2) periods,
 - i. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
 - ii. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
 - iii. The employee may be granted no more than three (3) days’ leave with pay, in total, for the purposes of travel for these two (2) periods.

~~**49.03** An employee is entitled to one (1) day’s bereavement leave with pay for the purpose related to the death of his or her brother-in-law, sister-in-law, and grandparents of spouse.~~

~~**49.04**~~

49.03 If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 49.01 and 49.02, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

49.05

- 49.04** It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 49.01 and 49.02.
- 49.05** An employee shall be entitled to bereavement leave under 49.02 when they, the person with whom they intend to have a child, or their surrogate suffer from a miscarriage. For the purpose of this article, “miscarriage” means a termination of pregnancy before the 20th week.
- 49.06** An employee is entitled to bereavement leave with pay in the event of the death of a family member in respect of whom the employee is, at the time of the death, on leave under 45.01. Such bereavement leave, as determined by the employee, may be taken during the period that begins on the day on which the death occurs and ends six weeks after the day on which the memorial commemorating the deceased person occurs. At the request of the employee, such bereavement leave with pay may be taken in a single period of fourteen (14) consecutive calendar days or may be taken in two (2) periods to a maximum of ten (10) working days.

ARTICLE 67
PAY ADMINISTRATION

67.07 When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least one full working day or one full shift, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.

67.08

- a. **An employee who is required to act at a higher level shall receive an increment at the higher level after having reached fifty-two (52) weeks of cumulative service at the same level.**
- b. **For the purpose of defining when employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting at the same level.**

(subsequent renumbering)

ARTICLE 68

COMPENSATORY LEAVE

Exception: this article does not apply to the SC group.

68.01

- a. All the overtime, travelling time compensated at overtime rates, standby pay, reporting pay, call-back pay, and time worked on a designated paid holiday, shall be compensated with a payment except where, upon request of an employee ~~and with the approval of the Employer,~~ compensation shall be in equivalent leave with pay.

Notwithstanding the above paragraph, designated paid holidays for FR employees will be compensated in accordance with clause 6.01 of Appendix A.

- b. Compensatory leave ~~shall~~ **may** be granted subject to operational requirements and adequate advance notice being provided.
- c. At the request of the employee, ~~and with the approval of the employer,~~ accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the rate in effect at the time of the request.
- d. Compensatory leave earned in a fiscal year, and outstanding as of September 30 of the next following fiscal year will be paid at the employee's rate of pay on September 30.

Consequential amendments throughout the agreement must be made pursuant to these changes being agreed upon.

APPENDIX A – H AND VARIOUS WAGES, ALLOWANCES AND RATES OF PAY

The Union reserves the right to table a comprehensive wage proposal, which will include but isn't limited to amendments to the rates of pay, structure of the wage grids, increases and/or expanded scope of allowances for specific occupational groups and pay notes.

APPENDIX B - D
INMATE TRAINING DIFFERENTIAL

The Union reserves the right to table a proposal on the Inmate Training Differential.

APPENDIX F
(LI) LIGHTKEEPERS GROUP SPECIFIC PROVISIONS
AND RATES OF PAY

The Union wishes to discuss the following items related to Lightkeepers and reserves the right to make proposals these items:

- **Travel days**

APPENDIX G
(SC) SHIP'S CREW GROUP SPECIFIC PROVISIONS
AND RATES OF PAY

NEW – Designated Paid Holidays

On days where a crew change coincides with a designated paid holiday listed in Article 32, both incoming and outgoing crews shall be paid double time (2x) for all hours worked.

NEW – Parking

All parking costs incurred by employees for the performance of their duties at sea shall be reimbursed by the Employer.

NEW ARTICLE
DUTY TO ACCOMMODATE

The duty to accommodate is the obligation to meaningfully incorporate diversity into the workplace. The duty to accommodate involves eliminating or changing rules, policies, practices and behaviours that discriminate against persons based on a group characteristic, such as race, national or ethnic origin, colour, religion, age, sex (including pregnancy), sexual orientation, marital status, family status and disability.

XX.01 With respect to pay and benefits, an employee who stays in the same position shall continue to receive the same pay and benefits, no matter the nature or the duration of the accommodation. If it is not possible to accommodate the employee in their own position or in a comparable position and the new position is of a group and/or level with a lower attainable rate of pay, the employee shall be salary protected, as defined in XX.02.

XX.02 Salary protection under this article shall mean the rate of pay, benefits and all subsequent economic increases applicable to the employee's former classification and level.

VARIOUS
PROFESSIONAL DEVELOPMENT

The Union further wishes to discuss the following items related to professional development, and reserves the right to make proposals on these items:

- **Ship's Crews Officer Training (SCOT) Program**