

# **Program & Administrative Services (PA) group:**

**PAY PROPOSAL** 

October 16, 2018

This document represents the pay proposal of the Public Service Alliance of Canada (the "Union") for this round of negotiations for the Program and Administrative Services (PA) group. This proposal is being submitted to the Treasury Board of Canada (the "Employer") 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 pay 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 PA group. 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 for the PA group.

The pay proposal can be separated into five interrelated parts:

- 1. Market adjustments.
- 2. Competitive economic increases.
- 3. Allowances and premiums.
- 4. Pay note amendments.
- 5. Duration of agreement.

### 1. Market adjustments

#### Adjustments based on CRA job rates

To restore appropriate relationships between and among classifications and occupations within the public service, the Union proposes to eliminate the pay gap between PA group members and comparable employees at the Canada Revenue Agency ("CRA"). To do so, we propose that, effective June 21, 2018, prior to applying an economic increase, the job rate for most levels in each classification (excluding the WP classification) be increased to equal the job rate (effective November 1, 2015) for the comparable SP level at CRA for which there is the largest disparity within that category.

#### AS, IS & PM classifications adjustment

Within the PA group, the AS, IS and PM classifications have pay grids that are reasonably harmonized. These groups also have large comparable groups within the CRA. To eliminate the pay gap between ASs, ISs and PMs and their respective comparators at CRA, the Union proposes that the wage rates for all levels in each of the AS, IS and PM classifications be increased by the difference in the rate (effective November 1, 2015) for the comparable SP level at CRA with the largest disparity. (See table one below)

#### PM-5 and AS-5 levels

In addition to the economic increase applied to their entire classification group, there shall be an addition of one step equivalent to 4% added to the PM-5 and AS-5 levels in order to achieve parity with the EC-5 group for the job rate.

Thus, prior to the economic increase being applied on June 21 2018, The PM-5 and AS-5 levels shall be changed to:

\$86,788 \$90,259 \$93,869 \$97,625

#### CR, DA & ST classifications

To eliminate the pay gap between CRs, DAs and STs and their respective comparators at CRA, the Union proposes that effective June 21, 2018, prior to applying an economic increase the job rate for most levels in each of the IS, DA and ST classifications be increased to equal the job rate (effective November 1, 2015) for comparable SP level at CRA with the largest disparity.

The Union suggests one exception to the above proposals. DA-CON-1s and DA-CON-2s were viewed (by both the Union and the CRA) as anomalies of the CRA job evaluation and classification conversion process. The Union remains dissatisfied with the outcome of the CRA process for these underpaid employees. As a result, and for the purposes of internal relativity and equity, the Union proposes that the DA-CON-1 and DA-CON-2 levels be treated as if they do not have comparable levels at CRA. Accordingly, the Union proposes that the job rate for DA-CON-1s and DA-CON-2s be increased by same rate of adjustment as for the rest of the DA classification.

#### **CM & OE classifications**

The CM and OE classifications do not have comparators at CRA. For the purposes of internal relativity and equity, the Union proposes that the job rate for each level in the CM and OE classifications be increased by same adjustment for the AS, IS and PM classifications.

#### WP classification

The WP classification does not have comparators at CRA. For the purposes of internal relativity and equity, the Union proposes that the job rate for each level in the WP classification be increased by the same adjustment as for the AS, IS and PM classifications.

Classification	Market adjustment on June 21 2018
AS*, PM*, IS	Add two increments to the top of all pay scales, drop the
	lowest two increments from the bottom of all pay scales. All
	members to immediately move up their pay scales by two
	increments. There shall be an addition of one step equivalent
	to 4% added to the PM-5 and AS-5 levels in order to achieve
	parity with the EC-5 group for the job rate.
CR	Add two increments to the top of all pay scales, drop the
	lowest two increments from the bottom of all pay scales. All
	members to immediately move up their pay scales by two
	increments.

DA	Add two increments to the top of all pay scales, drop the lowest two increments from the bottom of all pay scales. All members to immediately move up their pay scales by two increments. There shall also be an additional 6% Market adjustment.
ST	Add two increments to the top of all pay scales, drop the lowest two increments from the bottom of all pay scales. All members to immediately move up their pay scales by two increments. There shall be an additional 7% market adjustment.
CM, OE	Add two increments to the top of all pay scales, drop the lowest two increments from the bottom of all pay scales. All members to immediately move up their pay scales by two increments.
WP	Add two increments to the top of all pay scales, drop the lowest two increments from the bottom of all pay scales. All members to immediately move up their pay scales by two increments.

# 2. Competitive economic increases

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

Effective June 21, 2018: after grids restructuring: 3.75%.

Effective June 21, 2019: 3.75%.

Effective June 21, 2020: 3.75%.

# 3. Allowances & premiums

For reasons that have or will be presented to the Employer, the Union makes the following proposals with respect to allowances and premiums:

ALLOWANCE/PREMIUM	ARTICLE	PROPOSAL
Indigenous Languages Allowance	New article tabled May 2018	See May 2018 proposal
Shift and Weekend Premiums	27	See below
Increased meal allowance for overtime	Article 28	See below
Public Safety Allowance/ CSSDA	NEW Article 60	See below
Primary Responsibility allowance	NEW	See below
Recruitment & Retention - Compensation Workers	NEW Appendix J	
Fishery Officer allowance	NEW	See below
Memorandum of Agreement Respecting Sessional Leave for Certain Employees of the Translation Bureau	Appendix B	See below
Pay Notes	NEW	See below

# ARTICLE 27 SHIFT AND WEEKEND PREMIUMS

#### **Excluded provisions**

This article does not apply to employees on day work covered by clauses 25.06 to 25.12 inclusive.

#### 27.01 Shift premium

An employee working shifts will receive a shift premium of **three dollars (3\$)** two dollars (\$2) per hour for all hours worked, including overtime hours, between 4 pm and 8 **00:00** am. The shift premium will not be paid for hours worked between 8 am and 4 pm.

An employee working on shifts will receive a shift premium of five dollars (\$5.00) per hour for all hours worked, including overtime hours, between 00:00 and 08:00.

#### 27.02 Weekend premium

- a. An employee working shifts during a weekend will receive an additional premium of two dollars (\$2) three dollars (3\$) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.
- b. Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

# ARTICLE 28 OVERTIME

#### 28.09 Meals

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed his or her expenses for one meal in the amount of ten twenty dollars (\$1020) except where free meals are provided.
- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of ten twenty dollars (\$1020) for each additional four (4) hour period of overtime worked thereafter except where free meals are provided.
- c. Reasonable time with pay, to be determined by the Employer, 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.
- d. Meal allowances under 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.

# ARTICLE 60 PUBLIC SAFETY ALLOWANCE

This article replaces current Article 60 – Correctional Service Specific Duty Allowance

- 60.01 A Public Safety Allowance (PSA) shall be payable to incumbents in positions in the bargaining unit who by reason of duties being performed under the Ministry of Public Safety assume responsibilities and/or inherent risks of exposure associated within a penitentiary or policing environment, or in the interaction with inmates or offenders or criminal files
- 60.02 The Public Safety Allowance shall be four thousand dollars (\$4,000) annually and paid on a biweekly basis in any pay period for which the employee is expected to perform said duties.
- 60.03 Where the employee's basic monthly pay entitlement (including any applicable allowances) in the position to which they are temporarily acting or assigned is less than their monthly pay entitlement plus the PSA in his or her substantive position, the employee shall retain the PSA applicable to his or her substantive position for the duration of that temporary period.
- 60.04 An employee will be entitled to receive the PSA in accordance with 60.01:
  - (a) during any period of paid leave up to a maximum of sixty (60) consecutive calendar days;
  - (b) during the full period of paid leave where an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more clients.
- 60.05 The PSA 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
Quebec Pension Plan
Employment Insurance
Government Employees Compensation Act
Flying Accident Compensation Regulations

60.06 If, in any month, an employee is disabled or dies prior to establishing an entitlement to the PSA, the PSA benefits accruing to the employee or the employee's estate shall be determined in accordance with the PSA entitlement for the month preceding such disablement or death.

#### **Correctional Service of Canada**

60.07 The PSA shall be payable to incumbents of specific positions in the bargaining unit within Correctional Service of Canada to provide additional compensation to an incumbent of a position who performs certain duties or responsibilities with respect to custody of inmates, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders within penitentiaries or community parole offices as defined in the Corrections and Conditional Release Act and/or CSC Commissioner Directives, including Victim Services Officers and staff who occupy positions in Community Parole Offices, Community Correctional Centres and Enhanced Community-Based Residential Facilities.

#### National Parole Board of Canada

60.08 The PSA shall be payable to incumbents of specific positions in the bargaining unit within the National Parole Board of Canada by reason of duties being performed in relation to the conditional release of offenders as defined in the Corrections and Conditional Release Act as amended from time to time.

#### **Royal Canadian Mounted Police**

60.09 The PSA is used to provide additional compensation to an incumbent public service employee of the Royal Canadian Mounted Police by reason of duties being performed in relation to the handling of highly sensitive materials and information.

#### **Department of Justice**

60.10 The PSA is used to provide additional compensation to an incumbent public service employee of the Department of Justice by reason of duties being performed in relation to the handling of highly sensitive materials and information.

#### 60.11 Veterans Affairs Canada

The PSA is used to provide additional compensation to an incumbent public service employee of Veteran's Affairs Canada by reason of duties being performed in relation to:

- (a) the adjudication or review of Veterans Affairs Canada programs and benefits;
- (b) any other employee who provides direct service to a veteran.

#### **NEW**

#### PRIMARY RESPONSIBILITY ALLOWANCE

#### General

XX.01 A Primary Responsibility Allowance shall be payable to incumbents in some positions in the bargaining unit which are in Correctional Service Canada, subject to the following conditions.

XX.02 The Primary Responsibility Allowance is used to provide additional compensation to an incumbent of a parole officer position who acts as the principal manager of the Correctional Intervention process.

#### **Amount of PRA**

XX.03 The value of the Primary Responsibility Allowance is ten thousand dollars (\$10,000) per annum. This allowance shall be paid on the same basis as the employee's regular pay. Employees shall be entitled to receive the allowance for any month in which theyreceive a minimum of ten (10) days' pay in a position to which the allowance applies.

#### **Application of PRA**

XX.04 Primary Responsibility Allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional Headquarters, and National Headquarters, when the conditions described in clause XX.02 above are applicable.

XX.05 An employee will be entitled to receive PRA during any period of paid leave.

XX.06 PRA 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
Quebec Pension Plan
Employment Insurance

Government Employees Compensation Act

Flying Accident Compensation Regulations

XX.07 If, in any month, an employee is disabled or dies prior to establishing an entitlement to PRA, the PRA benefits accruing to the employee or the employee's estate shall be determined in accordance with the PRA entitlement for the month preceding such disablement or death.

#### \*\*NEW Appendix

Memorandum of Understanding in Respect of Employees in the Program Administration (PM) Group Working as Fishery Officers

- 1. The Employer will provide an annual allowance to incumbents of Program Administration (PM) Group positions at the PM-05 to PM-06 levels for the performance of their duties as Fishery Officers.
- 2. The parties agree that PM employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
  - a. Commencing on June 22, 2018, PM employees who perform duties of positions identified above, shall be eligible to receive an annual allowance to be paid biweekly.
  - b. The allowance shall be paid in accordance with the following table:

Annual allowance: Program Administration (PM) Positions	Annual allowance
PM-05	\$3,000
PM-06	\$3,000

- 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. Part-time employees shall be entitled to the allowance on a pro-rata basis.

### Appendix B

# Memorandum of Agreement Respecting Sessional Leave for Certain Employees of the Translation Bureau

This memorandum is to give effect to the agreement reached between the Employer and the Alliance respecting sessional leave for certain employees of the Translation Bureau. This memorandum of agreement shall apply to employees classified as AS, CR and ST who are assigned in the operational sections serving Parliament (Parliamentary Committees, Parliamentary Debates, Parliamentary Documents and Parliamentary Interpretation Services) and who share the same working conditions as members of the Translation bargaining unit who are eligible to parliamentary leave.

Notwithstanding the provisions of this agreement, the following is agreed:

#### 1. Sessional leave

- a. In addition to their vacation leave with pay, employees assigned to operational translation and interpretation sections serving Parliament shall receive special compensation in the form of sessional leave.
- b. The maximum number of days of sessional leave is forty (40) per fiscal year.
- c. An employee is entitled to a number of days of sessional leave equal to the maximum number of days multiplied by a fraction in which the numerator corresponds to the number of the employee's sessional workdays during the fiscal year and the denominator corresponds to the number of days that the House of Commons was in session during that fiscal year.
- d. The granting of sessional leave is subject to operational requirements and such leave must normally be taken during periods of low demand in the fiscal year for which it is granted. If operational requirements do not permit the Employer to grant sessional leave during the fiscal year, such leave must be granted before the end of the following fiscal year.
- e. If an employee is granted sessional leave in advance and, at the end of the fiscal year, has been granted more leave of this type than earned, the maximum number of days referred to in paragraph (b) shall be reduced accordingly.

#### 2. Exclusions

The provisions of Part III of this agreement, except for clauses **27.01**, **27.02** and 30.01 to 30.05, do not apply to employees who receive sessional leave in accordance with this memorandum.

## 4. Pay Note amendments

## Additional pay notes

NEW A supplement of seven per cent (7%) of the employee's pay shall be added to the pay of the administrative employees classified as AS, CR and ST who are assigned in the operational sections serving Parliament (Parliamentary Committees, Parliamentary Debates, Parliamentary Documents and Parliamentary Interpretation Services) and who usually work in the evening or at night, under pressure at all times, or who also work in the evening or at night and can be assigned to the parliamentary debates service at a moment's notice.

# 5. Duration of agreement

The Union proposes that the new collective agreement expire on June 20, 2021.