



Treasury Board of Canada
Secretariat

Secrétariat du Conseil du Trésor
du Canada

EMPLOYER COMMON TABLE PROPOSALS

IN THE CONTEXT OF

NEGOTIATIONS FOR THE RENEWAL

OF COLLECTIVE AGREEMENTS

WITH THE PUBLIC SERVICE ALLIANCE OF CANADA

June 20, 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 provisions that are common among four collective agreements between the Treasury Board and the Public Service Alliance of Canada (SV, TC, EB and PA collective agreements). These provisions should not be discussed at individual bargaining tables.

The Employer proposes that articles of the common table that 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.

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

Agreements at this table will be incorporated in the SV, TC, EB and PA collective agreements.

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, collective agreements 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; and
- incorporate common table agreements as part of the SV, TC, EB and PA collective agreements.

GENERAL

Pay Simplification

The Employer wishes to discuss options to standardize and simplify certain terms and conditions of employment to lessen the burden on pay administration, where the associated cost is reasonable.

Various Articles

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Effective January 1, 2018, leave granted to an employee under Article 14.02, 14.09, 14.10, 14.12 and 14.13 will be with pay **for a total maximum period of 3 months per fiscal year**; the PSAC will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement.

EB: Article 14.14

PA: Article 14.14

SV: Article 14.15

TC: Article 14.15

WORKFORCE ADJUSTMENT

The Employer wishes to discuss Workforce Adjustment.

EB: Appendix B

PA: Appendix D

SV: Appendix I

TC: Appendix T

EMPLOYEE WELLNESS PLAN

“The sick leave provisions of this agreement will be amended by mutual consent to address a new Employee Wellness Plan, when an agreement is reached between the parties.”

EB: Article 19 & Appendix P

PA: Article 35 & Appendix O

SV: Article 38 & Appendix R

TC: Article 39 & Appendix KK

IMPLEMENTATION

The Employer wishes to discuss implementation.

EB: Article 63 & Appendix K

PA: Article 67 & Appendix F

SV: Article 70 & Appendix L

TC: Article 68 & Appendix S

PAY ADMINISTRATION – RETROACTIVITY

The Employer proposes that terms and conditions of employment be implemented prospectively after the signature of the agreement. The Employer will consider establishing specific accountabilities for the signature of the agreement. The Employer is open to discussions about providing compensation to employees in lieu of retroactive payments.

EB: Article 26 & Appendix A

PA: Article 65 & Appendix A-1

SV: Article 67 & Appendix A to H

TC: Article 65 & Appendix A and A-1

INFORMATION

The Employer agrees to supply each employee with **access to** ~~a copy of this Agreement. and will endeavour to do so within one (1) month after receipt from the printer.~~ **For the purposes of satisfying the Employer's obligation under this clause, employees may be given electronic access to this agreement. Where electronic access is unavailable, the employee shall be supplied with a printed copy of this agreement.**

EB: clause 11.02

PA: clause 10.02

SV: clause 10.02

TC: clause 10.02

CHECK-OFF

The Employer wishes to discuss Union Dues Check-Off.

EB: Article 10

PA: Article 11

SV: Article 11

TC: Article 11

DISCIPLINE

Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, **exclusive of periods of leave without pay**, provided that no further disciplinary action has been recorded during this period.

EB: clause 32.05

PA: clause 17.05

SV: clause 17.05

TC: clause 17.05

DESIGNATED PAID HOLIDAYS

EB:

Exclusion

Employees in the ED-EST Sub-Group of the Education Group and in the EU group who work the school year as defined in paragraph 44.01(a) are excluded from the provisions of this article.

21.01 Subject to clause 21.02, the following days shall be designated paid holidays for employees:

- a. New Year's Day,
- b. Good Friday,
- c. Easter Monday,
- d. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
- e. Canada Day,
- f. Labour Day,
- g. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- h. Remembrance Day,
- i. Christmas Day,
- j. Boxing Day,
- k. one additional day 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 recognized as a provincial or civic holiday, the first Monday in August,

1. one additional day when proclaimed by an Act of Parliament as a national holiday.

For greater certainty, employees who do not work on a Designated Paid Holiday are entitled to seven decimal five (7.5) hours pay at the straight-time rate.

PA and TC:

Subject to clause [PA: 30.03, TC: 32.02], the following days shall be designated paid holidays for employees:

- a. New Year's Day;
- b. Good Friday;
- c. Easter Monday;
- d. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday;
- e. Canada Day;
- f. Labour Day;
- g. the day fixed by proclamation of the Governor in Council as a general day of thanksgiving;
- h. Remembrance Day;
- i. Christmas Day;
- j. Boxing Day;
- k. one additional day 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 recognized as a provincial or civic holiday, the first (1st) Monday in August;
- l. one additional day when proclaimed by an Act of Parliament as a national holiday.

For greater certainty, employees who do not work on a Designated Paid Holiday are entitled to seven decimal five (7.5) hours pay at the straight-time rate.

PA: clause 30.02

TC only:

Clause TI32.01 applies only to certain employees in the TI Group.

TI32.01 Technical Inspectors working on the premises of contractors who observe the designated paid holidays on days other than those listed in clause 32.01 shall observe the designated paid holidays referred to in clause 32.01 on the same days as the employees of these contractors. Technical Inspectors are entitled to eleven (11) designated paid holidays per year.

DESIGNATED PAID HOLIDAYS

EB:

~~21.08 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.~~

Renumber

PA: clause 30.04

SV: clause 32.03

TC: clause 32.08

LEAVE-GENERAL

~~An employee is entitled, once in each fiscal year, to be informed, upon request, of the balance of his or her vacation and sick leave credits.~~

EB: clause 18.02

PA: clause 33.03

SV: clause 36.03

TC: clause 37.03

STATEMENT OF DUTIES

Upon written request, an employee shall be provided with a ~~complete and current~~ statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.

EB: clause 31.01

PA: clause 55.01

SV: clause 58.01

TC: clause 57.01

MATERNITY ALLOWANCE

The Employer wishes to discuss maternity allowance.

EB: clause 22.04

PA: clause 38.02

SV: clause 41.02

TC: clause 42.02

PARENTAL ALLOWANCE

The Employer wishes to discuss parental allowance.

EB: clause 22.07

PA: clause 40.02

SV: clause 43.02

TC: clause 44.02

LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

The Employer wishes to discuss leave without pay for the care of family.

EB: clause 22.09

PA: Article 41

SV: Article 44

TC: Article 45

ROYAL CANADIAN MOUNTED POLICE

In light of section 86 of the *Enhancing the Royal Canadian Mounted Police Accountability Act* - which would deem certain RCMP members to be persons appointed under the Public Service Employment Act, on a date to be determined - the Employer may wish to table proposals related to this deeming exercise.