

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD OF CANADA SECRETARIAT
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
IN RESPECT OF THE PROGRAM AND ADMINISTRATIVE SERVICES GROUP –
INCENTIVES FOR THE RECRUITMENT AND RETENTION OF COMPENSATION
ADVISORS

In an effort to address the recruitment and retention of Compensation Advisors at the AS-01, AS-02 and AS-03 group and levels working at the Public Service Pay Centre (including satellite offices) and within departments, the Employer will provide incentives to new recruits, retirees and incumbents of Compensation Advisor positions for the performance of Compensation and Benefit duties in the Program and Administrative Services Group.

The Employer recognizes the importance of this memorandum of agreement and the need to encourage Separate Agencies to consider initiatives for Compensation Advisors in their organizations that take into account their specific circumstances. The Employer will accordingly provide such encouragement to separate agencies and will provide the union with confirmation of the same.

A. - Incentives

Commencing on the date of signing of this Memorandum of Understanding, and ending June 1, 2018, Compensation Advisors eligible for the Compensation Advisors Retention Allowance (hereafter referred to as “employees”) shall be eligible to receive the following incentive payments:

1. One-time Incentive Payment

The Employer will provide an incentive payment to employees of \$4,000, only once during the employee’s entire period of employment in the federal public service.

Current Employees will receive the incentive payment as two (2) \$2,000 lump sums, one payable effective the date of signing of this MOU and one payable July 1, 2018.

New Recruits hired after the signing of this MOU and prior to June 1, 2018, will receive the incentive payment after completing a one-year period of continuous employment.

Retirees who come back to work as Compensation Advisors after the signing of this MOU and prior to June 1, 2018, will earn the incentive payment through pro-rated payments over a six-month contiguous or non-contiguous period of employment, starting upon commencement of employment. The full amount of the incentive payment will be pro-rated to the period worked up to a maximum period of six months, and paid in increments on a bi-weekly basis. The qualifying period to receive the award is shorter

than the qualifying period for new recruits in recognition of the experience a retiree will contribute to the operations immediately upon hiring.

Part-time employees shall be entitled to the payment on a pro rata basis based on actual hours worked during the relevant qualifying period as per the above, as a percentage of full time hours.

2. Overtime

Overtime shall be compensated at double (2) time for overtime worked during the period between August 1, 2017 and June 1, 2018.

3. (a) Carry-Over and/or Liquidation of Vacation Leave

- i. Where, in the vacation year 2017-2018, an employee has not been granted all of the vacation leave credited to the employee, the unused portion of their vacation leave on March 31, 2018 shall be carried over into the following vacation year.
- ii. If on March 31, 2019, an employee has more than two hundred and sixty-two decimal five (262.5) hours of unused vacation leave credits, a minimum of seventy-five (75) hours per year of the excess balance shall be granted or paid in cash, in accordance with the employee's choice, by March 31 of each year commencing March 31, 2019, until all vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) 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, 2018.

(b) Compensation in cash or leave with pay

All compensatory leave earned in the fiscal year 2016-2017 and outstanding on September 30, 2017, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Employer. Should the employee request accumulated compensatory leave be paid out on September 30, 2017, it will be paid out at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position on September 30, 2017. All compensatory leave earned in the fiscal year 2017-2018, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Employer. For greater clarity, the provisions of article 28.08(a) of the PA collective agreement remain applicable. Should the employee request accumulated compensatory leave be paid out on September 30, 2018, it will be paid out at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position on September 30, 2018.

B. - Job description grievances & classification grievances

The parties will undertake an independent job content and classification process for all PSPC Compensation Advisor employees at the AS 1, 2 & 3 levels, commencing October 2nd, 2017, with the following two parts:

The First Part is to be completed in 6 months from commencement, and will have the following components:

- A jointly agreed and jointly developed employee questionnaire. This questionnaire will be finalized by November 15, 2017. Groups of Employees may choose to submit a group response to the questionnaire, where the employees agree that their existing job descriptions, as well as their responses to the questionnaire, will be identical. Appropriate groups of employees may be proposed by either the employer or the union.
- The questionnaire will include the employee's current job description. The employee will be asked to identify any errors or omissions in the job description.
- Each employee will be provided a paid half day to complete the questionnaire, and may request union assistance in this regard.
- There will be a joint employer and union review of the questionnaire results.
- A desk audit will be triggered where a job description is inaccurate based on the questionnaire results. Either the union or the employer can trigger the desk audit. Where a group questionnaire has been completed, the results of the desk audit will be applicable to all positions within the group.
- The employee will be provided union representation at the desk audit, if requested.
- Mutual agreement on new job description resulting from desk audit will trigger a review of the classification of the position (unless declined by both employer and union).
- Either the Employer or the union may declare impasse at any step, which will trigger the second part of this process.

The Second part is to be completed in 9 subsequent months (total process is 15 months), and will have the following components:

- Failure to agree on a job description resulting from a desk audit will trigger a job content and classification process before a mutually agreed independent and neutral third party decision maker.
- Agreement on new job description resulting from desk audit will trigger a classification process before a mutually agreed, qualified independent and neutral third party decision maker.
- Unless otherwise mutually agreed, a qualified decision maker will have decided multiple classification grievances for separate agencies or will have previously been an accredited classification professional for the core public service or will have comparable classification expertise.
- As well, a qualified decision maker will be an experienced labour relations professional with previous experience of presiding over the arbitration or adjudication of labour relations matters. A qualified decision maker will not have

been employed in the core public service within one year, except in the capacity of arbitrator or adjudicator.

- The mutually agreed independent and neutral third party decision maker will conduct all hearings in respect of any job content and/or classification process
- The decision maker will conduct any hearings and undertake deliberations with one union, and one employer, side person, to be appointed by their respective parties.
- As mutually agreed by the parties, hearings may be by way of written submissions and/or oral evidence.
- The union will be accorded full procedural rights in respect of all aspects of the job content and classification process. Either party may request that matters which share common issues be treated in a single decision.

Deadlines may be extended upon mutual consent of both parties. Parties agree to fulfill the work necessary with the objective of completing the process within deadlines. However, parties recognize that it may be necessary to extend deadlines, depending on the scope and complexity of the issues under consideration. Disagreement on extending deadlines may be referred to the third-party decision maker.

The parties recognize that these processes are being implemented in consideration of the exceptional circumstances associated with Compensation Advisors; that the Employer is not otherwise relinquishing its exclusive authority over classification; and that this process should not be interpreted as establishing a precedent for future collective agreements.

C. - Conclusion

Pay processing of the incentive payments for retirees and part-time employees, as well as overtime will be implemented within 150 days following the signature of this agreement.

The parties agree that the terms of this Memorandum of Understanding will not be affected by any notice to bargain served under section 106 of the *Federal Public Sector Labour Relations Act*. As such, the terms and conditions set out in this Memorandum of Understanding will cease on the dates indicated in the memorandum of Understanding and will not be continued in force by the operation of s. 107.

Prior to June 1, 2018 the parties may agree by mutual consent to extend the limitation periods set out in clauses 2 and 3. (a) and (b), based on an assessment of working conditions, recruitment and retention issues with compensation advisors and the need to continue to provide for increased capacity.

The parties recognize that an extension of these clauses is made without prejudice or precedent and will in no way bind the parties to any particular position that they may wish to take on overtime, carry-over and/or liquidation of vacation leave or compensation in cash or leave with pay issues during any round of collective bargaining.

SIGNED AT OTTAWA, this 25th day of August, 2017.

THE TREASURY BOARD OF
CANADA SECRETARIAT

Yaprak Baltacioglu

THE PUBLIC SERVICE
ALLIANCE OF CANADA

Robyn Benson