



**EMPLOYER PROPOSALS
FOR THE
PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP**

**NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON JUNE 20, 2014**

July 8, 2014

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INTRODUCTION

The Employer's objectives for this round of bargaining are to advance the government's human resources modernization agenda by implementing a new disability and sick leave management system, by providing salary increases which respect the government's fiscal restraint, and by setting the duration of the collective agreement in order to provide financial predictability.

Such an approach is fair for taxpayers and public servants, and will contribute to a healthier, more productive workforce.

Without prejudice, attached are the Employer proposals for the negotiation of a single collective agreement covering employees who are members of the Program and Administrative Services bargaining unit.

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

Also, the Employer proposes that articles of the agreement which are not ultimately dealt with as proposals by the parties shall be renewed with appropriate editorial modification to ensure compatibility with other articles as finally agreed.

Proposed changes are highlighted in **bold** font. Where deletions are proposed, the words have a strikethrough “—”.

GENERAL

The Employer proposes to:

1. simplify, consolidate and standardize where appropriate;
2. review and amend, as necessary, the collective agreement in relation to recent legislative changes, or any other required administrative changes in terminology;
3. discuss Pay Administration issues.

ARTICLE 2
INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

"continuous employment" (*emploi continu*)

has the same meaning as specified in the existing ~~Public Service Terms and Conditions of Employment Regulations~~ **Directive on Terms and Conditions of Employment** of the Employer ~~on the date of signing of this Agreement.~~

**ARTICLE 10
INFORMATION**

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

ARTICLE 11
CHECK-OFF

11.06 The amounts deducted in accordance with clause 11.01 shall be remitted to the Comptroller of the Alliance ~~by cheque~~ within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

ARTICLE 11
CHECK-OFF

~~11.07—The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.~~

ARTICLE 17
DISCIPLINE

17.05 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, provided that no further disciplinary action has been recorded during this period. **This period will automatically be extended by the length of any period of leave without pay.**

ARTICLE 25
HOURS OF WORK

Excluded Provisions

Clauses 25.13 to 25.23 inclusive, pertaining to shift work, do not apply to employees classified as IS. In the case of employees classified as WP, these clauses apply only to employees of the Correctional Service of Canada who are employed in Community Correctional Centres and to those employed in higher security institutions in leisure, social, cultural or athletic activities as well as those who are providing Dialectical Behaviour Therapy (DBT).

The Employer wishes to discuss.

**ARTICLE 25
HOURS OF WORK**

Day Work

25.06 Except as provided for in clauses 25.09, 25.10 and 25.11:

- a. the normal workweek shall be thirtyseven decimal five (37.5) hours from Monday to Friday inclusive;
and
- b. the normal workday shall be seven decimal five (7.5) consecutive hours, exclusive of a lunch period, between the hours of ~~7 a.m. and 6 p.m.~~ **6 a.m. and 10 p.m. However, such hours shall not be counted towards late hour premiums.**

ARTICLE 25
HOURS OF WORK

25.20

- a. An employee who is required to change his or her scheduled shift without receiving at least ~~seven (7) days~~² **forty-eight (48) hours**’ notice in advance of the starting time of such change in his or her schedule shall be paid for the first (1st) shift worked on the revised schedule at the rate of time and one-half (1 ½) for the first (1st) seven decimal five (7.5) hours and double (2) times thereafter. Subsequent shifts worked on the revised schedule shall be paid at the straight-time rate, subject to Article 28, Overtime.

ARTICLE 28
OVERTIME

28.04 Assignment of Overtime Work

- a. Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees **who occupy positions at the same group and level as the work to be performed.**

**ARTICLE 28
OVERTIME**

28.08 Compensation ~~in Cash~~ or Leave with Pay

The Employer wishes to discuss the time period to cash out compensatory leave.

ARTICLE 28
OVERTIME

28.10 Transportation Expenses

- a. When an employee is required to report for work and reports under the conditions described in paragraphs 28.05(b), (c) and 28.06(c) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows;
 - i. ~~mileage allowance at the~~ **kilometric** rate normally paid to an employee when authorized by the Employer to use his or her automobile, when the employee travels by means of his or her own automobile;
 - or
 - ii. out-of-pocket expenses for other means of commercial transportation.

ARTICLE 30
DESIGNATED PAID HOLIDAYS

30.02 Subject to clause 30.03, 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.

ARTICLE 30
DESIGNATED PAID HOLIDAYS

~~30.04 Designated Holiday Coinciding With a Day of Paid Leave~~

~~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.~~

ARTICLE 32
TRAVELLING TIME

32.06 If an employee is required to travel as set forth in clauses 32.04 and 32.05:

- a. on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day;
- b. on a normal working day on which the employee travels and works, the employee shall be paid:
 - i. his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours; and
 - ii. at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straighttime rate of pay;
- c. on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled, to a maximum of twelve (12) hours' pay at the straighttime rate of pay.
- d. **For the purpose of paragraphs 32.06 (b) and (c), should a period of work and travel continue into the next day, the employee's total travel period will be deemed to have taken place on the day it started.**

ARTICLE 33
LEAVE-GENERAL

~~**33.03**—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.~~

ARTICLE 34
VACATION LEAVE WITH PAY

34.03

(a)(i) For the purpose of clause 34.02 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the public service within one year following the date of lay-off. For greater certainty, severance payments taken under Article 63.04 to 63.07, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service.

(a)(ii) For the purpose of clause 34.03(a)(i) only, effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

******as per MOA signed on July 19, 2012******

ARTICLE 34
VACATION LEAVE WITH PAY

34.04 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits, but an employee who has completed six (6) months of continuous ~~service employment~~ **service employment** is entitled to receive an advance of credits equivalent to the anticipated credits for the current vacation year.

ARTICLE 34
VACATION LEAVE WITH PAY

34.08 Advance Payments

- a. ~~The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last payday before the employee's vacation period commences.~~
- b. ~~Provided the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to the commencement of leave. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.~~

Renumber accordingly

ARTICLE 34
VACATION LEAVE WITH PAY

CarryOver and/or Liquidation of Vacation Leave

34.11

- a. Where, in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave, to a maximum of two hundred and **twenty five (225)**~~sixtytwo decimal five (262.5)~~ hours of credits, shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and **twenty five (225)**~~sixtytwo decimal five (262.5)~~ hours shall be automatically paid ~~in cash~~ 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, 1999, or on the date an employee becomes subject to this Agreement after March 31, 1999, an employee has more than two hundred and **twenty five (225)**~~sixtytwo decimal five (262.5)~~ hours of *unused* vacation leave credits, a minimum of seventyfive (75) hours per year shall be granted or paid ~~in cash~~ by March 31 of each year, commencing on March 31, 2000, until all vacation leave credits in excess of two hundred and **twenty five (225)**~~sixtytwo 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 of the applicable previous vacation year.

ARTICLE 34
VACATION LEAVE WITH PAY

Leave to Employee's Credit When Employment Terminates

34.13 When an employee dies or otherwise ceases to be employed, the employee's estate or the employee shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave to the employee's credit by the ~~daily~~ rate of pay, as calculated from the classification prescribed in the certificate of appointment on the date of the termination of employment.

ARTICLE 34
VACATION LEAVE WITH PAY

34.15 Where the employee requests, the Employer shall grant the employee his or her unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off. ~~and the tenth (10th) year of continuous employment in the case of resignation.~~

ARTICLE 34
VACATION LEAVE WITH PAY

34.17 Appointment From a Separate Agency

The Employer agrees to accept the unused vacation and furlough leave credits, up to a maximum of two hundred and **twenty five (225)** ~~sixtytwo decimal five (262.5)~~ hours, of an employee who resigns from an organization listed in Schedule V of the *Financial Administration Act* in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

ARTICLE 34
VACATION LEAVE WITH PAY

34.18

- a. An employee shall be credited a one-time entitlement of thirtyseven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 34.03.
- b. ~~The vacation leave credits provided in paragraph 34.18(a) above shall be excluded from the application of paragraph 34.11, dealing with the CarryOver and/or Liquidation of Vacation Leave.~~

ARTICLE 35
SICK LEAVE WITH PAY

As a result of the Government's announcement to implement a Short-term Disability Plan, the Employer wishes to discuss the consequential changes to the sick leave provisions, a transition approach for sick leave banks, as well as, any other required changes to other provisions in the collective agreement.

ARTICLE 41
LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

41.02 Subject to operational requirements, an employee shall may be granted leave without pay for the care of family in accordance with the following conditions:

- a. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- b. leave granted under this Article shall be for a minimum period of three (3) weeks;
- c. the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the public service;
- d. leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

ARTICLE 47
COURT LEAVE

47.01 The Employer shall grant leave with pay to an employee for the period of time he or she is compelled:

- a. to be available for jury selection;
- b. to serve on a jury;
- c. by subpoena, summons or other legal instrument, to attend as a witness in any proceeding held:
 - i. in or under the authority of a court of justice ~~or before a grand jury~~;

ARTICLE 54
STATEMENT OF DUTIES

54.01 Upon **appointment**, ~~written request~~, an employee shall be provided with a ~~complete and current~~ statement of the duties and responsibilities of his or her **substantive** 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.

ARTICLE 63
SEVERANCE PAY

The Employer wishes to discuss necessary changes due to the elimination of voluntary severance pay.

ARTICLE 64
PAY ADMINISTRATION

64.03

The Employer wishes to discuss retroactivity.

- b. Where the rates of pay set forth in Appendix A-1 have an effective date before the date of signing of this Agreement, the following shall apply:
- (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the ~~*Public Service Terms and Conditions of Employment Regulations*~~ **Directive on Terms and Conditions of Employment** using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;

ARTICLE 64
PAY ADMINISTRATION

64.05

The Employer wishes to discuss this clause.

ARTICLE 64
PAY ADMINISTRATION

~~**64.08**—When the regular payday for an employee falls on his or her day of rest, every effort shall be made to issue his or her pay cheque on his or her last working day, provided it is available at his or her regular place of work.~~

ARTICLE 66
DURATION

66.01 This Agreement shall expire on June 20, 2018.

The Employer reserves the right to present proposals regarding the date on which the provisions and the appendices of the new agreement become effective, as well as the implementation of the retroactive period of the agreement, where applicable.

ARTICLE 66
DURATION

(Moved from Appendix F)

66.03 The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.

APPENDIX A-1

The Employer proposes economic increases for the 4 years covered by the agreement;

ANNUAL RATES OF PAY (all groups)

On June 21, 2014: Increase all rates of pay by 0.5%

On June 21, 2015: Increase all rates of pay by 0.5%

On June 21, 2016: Increase all rates of pay by 0.5%

On June 21, 2017: Increase all rates of pay by 0.5%

The Employer also wishes to discuss the pay notes.

PM-PROGRAMME ADMINISTRATION GROUP

PM-7 Annual Rates of Pay (in dollars)		
Effective Date	Step 1	Step 2
S) June 21, 2010	87348 to	102813
A) June 21, 2011	88877 to	104612
B) June 21, 2012	90210 to	106181
C) June 21, 2013	92014 to	108305

The Employer wishes to discuss.

APPENDIX A-2

All Groups

Canada Border Services Agency (CBSA) Employees

The Employer would like to discuss. **APPENDIX A-2**

**PM - Programme Administration Group
Pay Notes**

~~5. ——— Level PM-7 Pay increases within the level PM-7 performance pay range shall be in accordance with the directive governing Performance pay for represented employees in the Administrative and Foreign Service Category, except that the term "increment" in the directive shall mean an amount equal to seven hundred and fifty dollars (\$750) for the performance pay range effective June 21, 2011, June 21, 2012, and June 21, 2013, provided the maximum of the range is not exceeded.~~

~~8. ——— Level PM-7 Subject to clause 64.03, an employee being paid at level PM-7 shall be paid:~~

- ~~a. effective June 21, 2011, within the A performance pay range at a rate of pay which is one decimal seven five per cent (1.75%) higher than the employee's former rate of pay rounded to the nearest multiple of one hundred dollars (\$100);~~
- ~~b. effective June 21, 2012, within the B performance pay range at a rate of pay which is one decimal five per cent (1.5%) higher than the employee's former rate of pay rounded to the nearest multiple of one hundred dollars (\$100); and~~
- ~~c. effective June 21, 2013, within the C performance pay range at a rate of pay which is two per cent (2.0%) higher than the employee's former rate of pay rounded to the nearest multiple of one hundred dollars (\$100).~~

APPENDIX B

**MEMORANDUM OF AGREEMENT RESPECTING SESSIONAL LEAVE
FOR CERTAIN EMPLOYEES OF THE TRANSLATION BUREAU**

The Employer wishes to discuss.

APPENDIX C

**MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT
LEARNING PROGRAM**

The Employer wishes to discuss.

APPENDIX D
WORKFORCE ADJUSTMENT

The Employer wishes to discuss.

APPENDIX D

WORKFORCE ADJUSTMENT

GENERAL

References

The primary references for the subject of workforce adjustment are as follows:

- ~~[Employer regulation on promotion](#)~~
- [Directive on Terms and Conditions of Employment](#)

5.1.1

Surplus employees and laidoff persons appointed to a lowerlevel position under this Appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this Agreement or, in the absence of such provisions, the appropriate provisions of the *Regulations Respecting Pay on Reclassification or Conversion* **Directive on Terms and Conditions of Employment**.

7.2.2 There are three (3) types of transitional employment arrangements resulting from alternative delivery initiatives:

(a) Type 1—Full Continuity

Type-1 arrangements meet all of the following criteria:

- (i) legislated successor rights apply; specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
- (ii) ~~the Public Service Terms and Conditions of Employment Regulations~~ **Directive on Terms and Conditions of Employment**, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the PSLRB pursuant to a successor rights application;

- (iii) recognition of continuous employment, as defined in the ~~Public Service Terms and Conditions of Employment Regulations~~ **Directive on Terms and Conditions of Employment**, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;

APPENDIX E

**LETTER OF INTENT BETWEEN THE TREASURY BOARD OF
CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA
REGARDING EMPLOYEES IN THE PM GROUP PERFORMING
FUNCTIONS ASSOCIATED WITH THE SERVICE DELIVERY
SPECIALISTS AND MEDICAL ADJUDICATOR POSITIONS IN THE
INCOME SECURITY PROGRAM**

The Employer wishes to discuss.

APPENDIX F

~~MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO IMPLEMENTATION OF THE COLLECTIVE AGREEMENT~~

~~This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of the implementation period of the collective agreement.~~

(Move to Article 66)

The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.

APPENDIX G

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY
BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF
CANADA WITH RESPECT TO OCCUPATIONAL GROUP STRUCTURE
REVIEW AND CLASSIFICATION REFORM**

The Employer wishes to discuss.

APPENDIX H

**MEMORANDUM OF UNDERSTANDING
SALARY PROTECTION-RED CIRCLING**

The Employer wishes to discuss.

APPENDIX I

**LETTER OF UNDERSTANDING
BETWEEN THE
TREASURY BOARD
AND THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO THE TRANSFORMATION OF PAY
ADMINISTRATION INITIATIVE**

The Employer wishes to discuss.

APPENDIX J

**Memorandum of Understanding
Between
the Treasury Board
(hereinafter called the Employer)
and
the Public Service Alliance
of Canada
(hereinafter called the Alliance)
in Respect of the
Program and Administrative Services Group –
Retention Allowance for the AS-02 Compensation Advisors**

The Employer wishes to discuss.

(Delete)

APPENDIX K

Letter of Understanding

~~Concerning the Various Impacts of the Use of Seniority in the Administration of the Shift Schedules for Employees of the Program and Administrative Services Group~~

-
~~This letter is to give effect to the understanding reached by the Employer and the Alliance in negotiations for the renewal of the agreement covering the Program and Administrative Services (PA) bargaining unit.~~

-
~~Accordingly, the Employer agrees to conduct a study regarding the impacts of shift schedules on employees in various departments and what impact seniority in the administration of shift schedules will have on departments and employees. The Employer commits to informing the PSAC of the design of the study, and further agrees to share and discuss the findings with the bargaining agent.~~

-
~~This study will be commenced within ninety (90) days following the signing of the collective agreement and completed prior to December 31, 2012.~~

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.