



TREASURY BOARD NEGOTIATIONS 2018

Program and Administrative Services (PA)

May 29-30, 2018

Preamble:

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the Program and Administrative Services (PA) Group. 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.

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.

Where the word RESERVE appears, it 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 or memorandum of understanding, that clause or article or memorandum 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.

COMMON ISSUES

RESERVE – Proposals for the following articles shall be negotiated at the Common Issues Table:

- Articles 10, 12, 13 and 14 – Information, Use of Employer Facilities, Employee Representatives and Leave with or without pay for Alliance Business
- Article 20 – Sexual Harassment
- Article 24 -Technological Changes
- Article 30 – Designated Paid Holidays
- Article 34 – Vacation leave
- Article 35 and Appendices M and O – Sick leave and Wellness
- Articles 38 and 40 – Maternity Leave and Parental Leave
- Article 42 – Compassionate Care leave
- Article 65 – Pay Administration and various others – Phoenix-related issues
- Appendix D – WFA
- Appendix F -Implementation
- Appendix N – Child care
- New - Contracting Out
- New -Term Employment
- New – Domestic Violence Leave
- New – Issues related to RCMP Civilian Members
- New - Social Justice Fund

ARTICLE 2 INTERPRETATION AND DEFINITIONS

“family” (*famille*)

except where otherwise specified in this agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner spouse 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, **sister-in-law, brother-in-law**, the employee’s grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides, **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, 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 25 HOURS OF WORK

The Union reserves the right to present further proposals on Article 25.

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.

25.05

- a. The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day except on occasions when operational requirements do not permit.
- b. **The Employer shall provide an unpaid meal break of a minimum of thirty (30) minutes per full working day, normally at the mid-point of the working day.**
- c. **In addition to the paid rest periods in 25.05 a. above, the Employer will provide two (2) additional appropriate periods of paid protected time each per full working day to a nursing mother for the purpose of breastfeeding or performing breast milk pumping hygiene. The Employer shall provide an appropriate, private and safe place for these functions to be performed.**

25.09 Variable Hours

- a. Notwithstanding the provisions of clause 25.06, upon request of an employee and with the concurrence of the Employer, an employee may complete the weekly hours of employment in a period of other than five (5) full days, provided that, over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days, the employee works an average of thirty-seven decimal five (37.5) hours per week-, **and such request shall not be unreasonably denied.**

Shift work

25.13 The Employer shall not schedule rotating shifts except with the express mutual consent of the Alliance in accordance with Article 25.11.

When, because of operational requirements **and with the mutual consent of the Alliance**, hours of work are scheduled for employees on a rotating or irregular basis, **or on a non-rotating basis where the employer requires employees to work hours later than 6 p.m. and/or earlier than 7 a.m.**, they shall be scheduled so that employees, over a period of not more than fifty-six (56) calendar days:

- a. on a weekly basis, work an average of thirty-seven decimal five (37.5) hours and an average of five (5) days;
- b. work seven decimal five (7.5) consecutive hours per day, exclusive of a one-half (1/2) hour meal period;
- c. obtain an average of two (2) days of rest per week;
- d. obtain at least two (2) consecutive days of rest at any one time except when days of rest are separated by a designated paid holiday which is not worked; the consecutive days of rest may be in separate calendar weeks.

ARTICLE 27
SHIFT AND WEEKEND PREMIUMS

RESERVE

ARTICLE 28 OVERTIME

All overtime shall be compensated at double time. Consequential amendments through the agreement must be made pursuant to this concept being agreed upon.

28.08 Compensation in cash or leave with pay

- a. Overtime shall be compensated **on the basis of employee's preference either in cash or equivalent leave with pay**, ~~except that, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.~~
- b. The Employer shall endeavour to pay cash overtime compensation by the sixth (6th) week after which the employee submits the request for payment.
- c. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- d. Compensatory leave earned in a fiscal year and outstanding on September 30 of the following fiscal year, shall be paid at the employee's rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on March 31 of the previous fiscal year.
- e. 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 employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.

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 (~~\$10~~**20**) ~~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 (~~\$10~~**20**) 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 37 INJURY-ON-DUTY LEAVE

Amend as follows:

37.01 An employee shall be granted injury-on-duty leave with pay **upon submission of a claim to a Workers' Compensation authority pursuant to the Government Employees Compensation Act. The leave shall continue** for such period as may be reasonably determined by the Employer **certified by a Workers' Compensation authority** when **such authority** has 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 willful misconduct,

or

- b. an industrial illness, **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, provided, 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 39 MATERNITY-RELATED REASSIGNMENT OR LEAVE

- 39.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the **nursing period** ~~twenty-fourth (24th) week following the birth,~~ request that the Employer modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or the health of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.
- 39.02** An employee's request under clause 39.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to be avoided in order to eliminate the risk. ~~Depending on the particular circumstances of the request, the Employer may obtain an independent medical opinion.~~
- 39.03** An employee who has made a request under clause 39.01 is entitled to continue in her current job while the Employer examines her request but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
- a. modifies her job functions or reassigns her;
 - or
 - b. informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- 39.04** Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- 39.05** Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence ~~without~~ pay to the employee for the duration of the risk as indicated in the medical certificate. ~~However, such leave shall end no later than twenty-four (24) weeks after the birth.~~
- 39.06** An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

ARTICLE 44

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

For the purpose of this clause, “family” is defined per Article 2

~~44.01 or the purpose of this article, family is defined as:~~

- ~~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; or~~
- ~~f) any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.~~

44.02 The total leave with pay which may be granted under this article shall not exceed ~~thirty-seven decimal five (37.5) hours~~ **seventy-five (75) hours** in a fiscal year.

44.03 Subject to clause 44.02, the Employer shall grant the employee leave with pay under the following circumstances:

- a. 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. to provide for the immediate and temporary care of a sick member of the employee’s family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;
- c. to provide for the immediate and temporary care of an ~~elderly~~ member of the employee’s family;
- d. for needs directly related to the birth or the adoption of the employee’s child;
- e. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- f. to provide for the employee’s child in the case of an ~~unforeseeable~~ closure of the school or daycare facility;
- g.** ~~seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 44.02 above may be used to attend an~~ appointment with a legal or paralegal representative for non-employment 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. to visit with a terminally ill family member

44.04 Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 44.03(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.

ARTICLE 47 BEREAVEMENT LEAVE WITH PAY

For the purpose of this clause, “family” is defined as per Article 2

47.01 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 regularly scheduled days of rest for the employee. In addition, the employee may be granted up to 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.

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

47.03 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 47.01 and 47.02, 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.

47.04 It is recognized by the parties that 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 47.01 and 47.02.

ARTICLE 58
CALL CENTRE EMPLOYEES

RESERVE

**NEW ARTICLE
WP SPECIFIC WORKING CONDITIONS**

RESERVE

NEW ARTICLE STUDENT EMPLOYMENT

- XX.01 “Students” for the purposes of this Article means students hired under legitimate student programs. Those not hired under legitimate student programs shall be bargaining unit members.**
- XX. 02 “Legitimate” student programs consist of either the Federal Student Work Experience Program, the Research Affiliate Program or the Post-Secondary Co-operative Education and Internment program.**
- XX.03 Students shall not be used to either displace bargaining unit employees or to avoid filling bargaining unit positions.**
- XX.04 Overtime work shall be offered on an equitable basis to employees (bargaining unit members) consistent with Article 28 Overtime. Should no employee accept the offered overtime, the Employer may offer the overtime to students.**
- XX.05 The Employer shall ensure that students receive adequate training and supervision, and shall ensure that students are not exposed to dangerous or unsafe working conditions and are covered under the Canada Labour Code part II.**
- XX.06 The parties shall meet within ninety (90) days of ratification to discuss and agree upon the terms and conditions under which those students assigned bargaining unit work might carry out their assigned duties. Such terms and conditions shall include wage rates.**

NEW ARTICLE
ALTERNATIVE WORK ARRANGEMENTS

The Employer shall not unreasonably deny employee requests to carry out regularly assigned work duties away from the Employer's premises.

NEW ARTICLE PRE-RETIREMENT LEAVE

NEW

XX.xx The Employer will provide thirty-seven decimal five (37.5) hours of paid leave per year, up to a maximum of one-hundred and eighty seven decimal five (187.5) hours, to employees who have the combination of age and years of service to qualify for an immediate annuity without penalty under the *Public Service Superannuation Act*.

NEW ARTICLE
INDIGENOUS LANGUAGE ALLOWANCE

Employees who are required to work in an indigenous language shall be paid an Indigenous Language Allowance of \$1,015 annually, paid hourly.

**NEW ARTICLE
PUBLIC SAFETY ALLOWANCE**

RESERVE

APPENDIX A 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.

NEW APPENDIX

(new language)

Memorandum of Agreement with Respect to Administrative Suspensions Pending Investigations

Stoppage of pay and allowances will only be invoked in extreme circumstances when it would be inappropriate to pay an employee.

Each case will be dealt with on its own merits and will be considered when the employee is:

- 1. in jail awaiting trial, or**
- 2. clearly involved in the commission of an offence that contravenes a federal Act or the Code of Conduct, and significantly affects the proper performance of his/her duties. If the employee's involvement is not clear during the investigation, the decision shall be deferred pending completion of the preliminary hearing or trial in order to assess the testimony under oath.**

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**

RESERVE

APPENDIX H

**Memorandum of Understanding
Between the
Treasury Board of Canada
and the
Public Service Alliance of Canada With Respect to a Joint Learning Program**

RESERVE