

TREASURY BOARD NEGOTIATIONS 2021

Bargaining Demands for the Technical Services (TC Group)

June 16, 2021

This document represents bargaining demands of the Public Service Alliance of Canada for this round of negotiations for the Technical Services (TC). These demands 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 demands at any time during Collective Bargaining, to introduce counterdemands to the Employer's proposals, 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 or where there is a reference to discussion on a particular item, it means that the Union reserves the right to make demands 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, that clause or article 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 demands after receiving this information.

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

- Article 2: Definitions
- Article 7/Bilingualism Bonus Directive: National Joint Council Agreements
- Article 10: Information
- Article 11: Check Off
- Article 12: Use of Employer Facilities
- Article 14/Appendix JJ: Leave with or without pay for Alliance business
- Article 17: Standards of discipline
- Article 19: No discrimination
- Article 20: No harassment
- Article 23/Appendix T: Workforce Adjustment
- Article 24: Technological change
- Article 37: Leave, general
- Article 38: Vacation leave with pay
- Articles 42/44: Maternity/Parental leave
- Article 45: Leave without pay for the care of the family
- Article 57: Statement of duties
- Article 68: Duration
- General Economic Increases
- Appendix J: Joint Learning Program
- Appendix S: Implementation
- Appendix HH: Mental health in the workplace
- Appendix II: Childcare
- NEW: Remote work
- NEW: No contracting out
- NEW: Right to disconnect
- NEW: Social Justice Fund
- NEW: Equity in the workplace

ARTICLE 18 GRIEVANCE PROCEDURE

To Discuss

The Union wishes to discuss the grievance procedure, including who hears second and third level grievances and the number of days that an employee has to file a grievance.

ARTICLE 22 HEALTH AND SAFETY

22.01 The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Alliance, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

<u>To Discuss</u>

- The Union wishes to discuss the provision of PPE especially for essential employees.
- The Union wishes to discuss training for members of Local health and safety committees.

ARTICLE 25 HOURS OF WORK

25.11 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.

Before the Employer changes day workers into shift workers, or changes shift workers into day workers, the Employer, in advance, will consult with the Alliance on such hours of work, and in such consultation, will show that such hours are required to meet the needs of the public and/or efficient operations.

To Discuss

- The Union wishes to discuss a reduction in the normal hours of work to 35 hours per week with no reduction in annual pay.
- The Union wishes to discuss minimum rest periods between shifts.
- The Union wishes to discuss hours of work and overtime in situations where employees are captive on a ship or other mode of transportation.

ARTICLE 27 SHIFT AND WEEKEND PREMIUMS

27.01 Shift Premium

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 16:00 and **00**:00. The shift premium will not be paid for hours worked between 08:00 and 16:00.

An employee working on shifts will receive a shift premium of eight dollars (\$8.00) per hour for all hours worked, including overtime hours, between 00:00 and 08:00.

27.02 Weekend Premium

- (a) An employee working on shifts during the weekend will receive an additional premium of **five dollars (\$5.00)** 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

- **28.01** Each fifteen (15) minute period of overtime shall be compensated for at **double (2) time.** the following rates:
 - a. time and one-half (1 1/2) double (2) time except as provided for in paragraph 28.01(b);
 - b. double (2) time for each hour of overtime worked after fifteen (15) hours' work in any twenty-four (24) hour period or after seven decimal five (7.5) hours' work on the employee's first (1st) day of rest, and for all hours worked on the second (2nd) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

Consequential amendments through the agreement must be made pursuant to this concept being agreed upon.

28.02

- 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, or at the request of the Employer and with the concurrence of the employee, overtime may be compensated in equivalent leave with pay.
- b. The Employer shall endeavour to make cash payment for overtime in the pay period following that in which the credits were earned.
- 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 as of September 30th of the next following fiscal year will be paid on September 30 at the employee's rate of pay on March 31 of the previous fiscal year.

Consequential amendments through the agreement must be made pursuant to this concept being agreed upon.

Meal allowance

28.10

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 for one (1) meal in the amount **equivalent to the lunch rate outlined in Appendix C of the National Joint Council's** **Travel Directive** of twelve dollars (\$12.00), except where free meals are provided.

- b. When an employee works overtime continuously extending three (3) hours or more beyond the period provided for in (a), the employee shall be reimbursed for one (1) additional meal in the amount equivalent to the lunch rate outlined in Appendix C of the National Joint Council's Travel Directive of twelve dollars (\$12.00) for each additional three (3) hour period 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.

<u>To Discuss</u>

The Union wishes to discuss advanced notification for OT.

The Union wishes to discuss the application of 28.02 d).

ARTICLE 29 CALL-BACK PAY

Alternate Provisions

Clauses 29.01 and 29.02 do not apply to employees covered by 29.03.

29.01 If an employee is called back to work:

- a. on a designated paid holiday which is not the employee's scheduled day of work,
 - or
- b. on the employee's day of rest, or
- c. after the employee has completed his or her work for the day and has left his or her place of work,

and returns to work, the employee shall be paid the greater of:

- (i) compensation equivalent to four three (4) hours' pay at double (2) time the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8)-hour period. Such maximum shall include any reporting pay pursuant to clause 32.06 and the relevant reporting pay provisions, or
- (ii) compensation at the applicable rate of overtime compensation for time worked,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

- d. The minimum payment referred to in subparagraph 29.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 63.06 of this Collective Agreement.
- **29.02** An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:
 - a. compensation at the applicable overtime rate for any time worked, or
 - b. compensation equivalent to **two** one (2) hours' pay at the straight-time rate, which shall apply only the first time an employee performs work

during an eight (8) hour period, starting when the employee first commences the work.

<u>To Discuss</u>

The Union wishes to discuss the application of this article in situations where an employee lives at their work site either permanently or temporarily.

30.01 Where the Employer requires an employee to be available on standby during offduty hours, such employee shall be compensated at the rate of one half (1/2) hour for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty.

ARTICLE 32 DESIGNATED PAID HOLIDAYS

- **32.01** Subject to clause 32.02, the following days shall be designated paid holidays for employees:
 - a. New Year's Day;
 - e.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. National Indigenous Peoples Day;

- e.f. Canada Day;
- f.g. Labour Day;
- h. Truth and Reconciliation Day
- g.i. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving;
- h.j. Remembrance Day;
- **i.k.** Christmas Day;
- j.I. Boxing Day;
- k.m. New Year's Eve;
- I.n. two (2) one (1) additional days 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 third Monday in February and the first Monday in August;
- m.o. one (1) additional day when proclaimed by an act of Parliament as a national holiday.

32.05

- a. When an employee works on a holiday, he or she shall be paid **double (2)** time and one half (1 1/2) for all hours worked up to seven decimal five (7.5) hours and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday.
- b. Notwithstanding paragraph (a), when an employee works on a holiday contiguous to a day of rest on which the employee also worked and received overtime in accordance with paragraph 28.01(b), the employee shall be paid in addition to the pay that the employee would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.

ARTICLE 34 TRAVELLING TIME

- **34.02** When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 34.03 and 34.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than five (5) hours.
- 34.04 If an employee is required to travel as set forth in clauses 34.02 and 34.03: When in the performance of his or her duties, an employee is required by the Employer to travel, time necessarily spent in such travel shall be considered as time worked and compensated for as follows:
 - 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. **a.** on a normal working day on which the employee travels and works, the employee shall be paid:
 - his or her regular pay for the day for a combined period of travel and/or work not exceeding his or her regular scheduled working hours; and
 - ii. at the applicable overtime rate for additional travel **and/or work** time in excess of his or her regular scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed fifteen (15) hours pay at the straight-time rate of pay;
 - b. on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for all hours travelled and/or worked to a maximum of fifteen (15) hours pay at the straight-time rate of pay.
- **34.06** Compensation under this article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

34.09 Travel status leave

a. An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for ten twenty (10) nights during a fiscal year shall be granted seven decimal five (7.5) hours off with pay. The employee shall be credited with one (1) additional period of seven decimal five (7.5) hours for each additional ten twenty (10) nights that the employee is away

from his or her permanent residence. to a maximum of one hundred (100) additional nights.

- b. The maximum number of hours off earned under this clause shall not exceed forty-five (45) hours in a fiscal year and shall accumulate as compensatory leave with pay.
- c. This leave with pay is deemed to be compensatory leave and is subject to paragraphs 28.02(c) and (d).

The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, unless the employee is required to attend by the Employer.

Granting of sick leave

- **39.02** An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness, or injury provided that:
 - a. he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and
 - b. he or she has the necessary sick leave credits.
- **39.03** Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness, or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 39.02(a).
- 39.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 39.02, Sick leave with pay shall may, at the discretion of the Employer, be granted to an employee for a period of up to one two hundred and two eighty-seven decimal five (187.5) 202.5 hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- 39.08 At the employee's request, the employer may grant additional sick leave with pay for instances other than those specified in 39.04. Such leave shall not be unreasonably denied.
- 39.09 An employee shall not be required to provide a medical certificate for sick leave of less than five (5) consecutive days.
- 39.10 When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for all costs associated with obtaining the certificate. Employees required to provide a medical certificate shall also be granted leave with pay for all time associated with the obtaining of said certificate.

ARTICLE 40 MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

Amend as follows

Change title to "medical appointments for employees

- **40.01** Up to three decimal seven five (3.75) hours of reasonable required time off with pay **per week** will be granted to pregnant employees for the purpose of attending routine medical appointments related to pregnancy or chronic medical conditions.
- **40.02** Where a series of continuing appointments is necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

<u>NEW</u>

40.03 Up to seven decimal five (7.5) hours of time off with pay per year will be granted to employees for the purpose of attending preventative medical appointments.

ARTICLE 41 INJURY ON DUTY LEAVE

- **41.01** An employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Employer certified by a Workers' Compensation authority when 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 47 LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

47.01 For 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, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, grandparents of the employee;
- e. any relative permanently residing in the employee's household or with whom the employee permanently resides;
- f. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee; or
- g. 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.
- **47.02** The total leave with pay which may be granted under this article shall not exceed thirty-seven decimal five (37.5) seventy-five (75) hours in a fiscal year.
- **47.03** Subject to clause 47.02, the Employer shall grant leave with pay under the following circumstances:
 - a. to take a family member for medical or dental appointments of a professional nature, including but not limited to medical, dental, legal and financial appointments or appointments with school authorities or adoption agencies 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 an employee with time to make alternate 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 to 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. **fifteen (15)** seven decimal five (7.5) hours out of the **seventy-five (75)** thirty-seven decimal five (37.5) hours stipulated in clause 47.02 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 a terminally ill family member

51.01 For the purpose of this article, "family" is defined per Article 2 and in addition:

- a. sister-in-law, brother-in-law;
- b. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;
- **c.** 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. An employee shall be entitled to bereavement leave with pay for a family member as defined in 51.01(a) only once during the employee's total period of employment in the public service.
- 51.02 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 five (5) 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.
 - The employee may be granted no more than five (5) three (3) days' leave with pay, in total, for the purposes of travel, for these two (2) periods.
- **51.03** An employee is entitled to one (1) day's bereavement leave with pay for a purpose related to the death of his or her **aunt**, **uncle**, **niece or nephew** brother-in-law or sister-in-law and grandparents of spouse.
- 51.04 An employee shall be entitled to bereavement leave under 51.02 when they, the person with whom they intend to have a child, or their surrogate suffer from a miscarriage. For the purpose of this article, "miscarriage" means a termination of pregnancy before the 20th week.

51.05 An employee is entitled to bereavement leave with pay in the event of the death of a family member in respect of whom the employee is, at the time of the death, on leave under 46.01. Such bereavement leave, as determined by the employee, may be taken during the period that begins on the day on which the death occurs and ends six weeks after the day on which the memorial commemorating the deceased person occurs. At the request of the employee, such bereavement leave with pay may be taken in a single period of fourteen (14) consecutive calendar days or may be taken in two (2) periods to a maximum of ten (10) working days.

To Discuss

The Union wishes to discuss additional days of bereavement leave for certain family members.

62.01 An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned the responsibility for packaging, and labelling, inspecting, handling or the transportation of dangerous goods for shipping in accordance with the above Act, shall receive a monthly allowance of seventy five dollars (\$75) during any month in which he or she is required to package, and label, inspect, handle or transport dangerous goods for shipping, and where the employee maintains such certification.

65.07 Acting pay

- a. When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least three (3) consecutive working days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.
- b. When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

65.08

- a. An employee who is required to act at a higher level shall receive an increment at the higher level after having reached fifty-two (52) weeks of cumulative service at the same level.
- b. For the purpose of defining when employee will be entitled to go to the next salary increment of the acting position, "cumulative" means all periods of acting at the same level.

(subsequent renumbering)

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.

VARIOUS ENFORCEMENT WORKERS

The Union wishes to discuss the following items related to Fishery Officers, Wildlife Officers and Environmental Enforcement Officers and reserves the right to make proposals following such discussions:

• Paid meal breaks for Enforcement Workers

- Notwithstanding any other provisions related to hours of work, employees who are in Enforcement Positions, exceptionally, may be required to eat his or her meal at their work post when the nature of the duties makes it necessary.
- In the event that the Employer is unable to grant an employee a meal break, in lieu thereof the employee shall receive an additional one half (1/2) hour of compensation at overtime rates
- The Union proposes to implement a Use of Force Allowance for employees who are Use of Force Specialists instructing other employees in either Basic Firearms training or in Defensive Tactics. The Union proposes that this allowance be for \$3,000 per year.

NEW ARTICLE OCCUPATIONAL GROUP STRUCTURE REVIEW

Public Service Alliance of Canada in respect of employees in the Technical Services bargaining unit.

The Employer is committed to complete and finalize the review and redesign of the TC occupational group structure (OGS), including the development of job evaluation standards for the TC Occupational Group.

The parties agree that the job evaluation standards are to be consistent with the application of gender-neutral job evaluation principles and practices and will follow the requirements under the Canadian Human Rights Act, or subsequent pay equity legislation applicable to employees in the federal public service.

The Employer is committed to engaging in meaningful consultation with the Alliance. Meaningful consultation on Classification Reform will include consultation with the Alliance on the development of job evaluation standards which reflect and evaluate, in a gender-neutral manner, the work performed by employees in the TC Occupational Group.

The Employer agrees to pay to all employees in the bargaining unit, a pensionable lump sum payment of two hundred and fifty dollars (\$250) per month for all months from April 2022 onwards until the completion of the new job evaluation standards and the negotiation of new wage rates as set out below.

Upon completion of the new job evaluation standards, the Alliance agrees to meet with the Employer to negotiate the new pay rates and rules affecting the pay of employees on their movement to the new pay lines.

NEW ARTICLE WHISTLEBLOWING

No employee shall be disciplined or otherwise penalized, including but not limited to, demotion, suspension, dismissal, financial penalty, loss of accumulated service, advancement or opportunity in the public service, as a result of disclosing any wrongful act or omission, such as: an offence against an Act of Parliament, an Act of a legislature of any province or any instrument issued under any such Act; an act or omission likely to cause a significant waste of public money; an act or omission likely to endanger public health or safety or the environment.

OTHER APPENDICES

The Union wishes to review the following appendices and reserves the right to make proposals on them following such a joint review. The issues include but are not limited to what is set out below:

Appendix C – follow up from last round, including the normal hours of work, shift premiums and travel status leave

- Appendix I deletion of this appendix in its entirety
- Appendix L amend to ensure parity among groups doing sea trials

Appendix O – discussion related to the application of this appendix

- Appendix R Increase allowances and expand the scope of application
- Appendix LL continue discussion on mental health measures