



TREASURY BOARD NEGOTIATIONS 2018

Operational Services (SV)

Bargaining Proposals

May 29, 2018

Preamble:

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.

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the Operational Services (SV). 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.

~~Strikethroughs~~ denote proposed deletion. **Bolded** text denotes new language/editorial changes. 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, 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 proposals after receiving this information.

The Union will not engage in concessionary bargaining

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 Change
- Article 32 – Designated Paid Holidays
- Article 35 – Vacation leave
- Article 38 and Appendices P and R– Sick leave, Mental Health in the Workplace and Wellness
- Articles 41 and 43 – Maternity Leave and Parental Leave
- Article 45 – Compassionate Care leave
- Article 67 – Pay Administration and various others – Phoenix-related issues
- Appendix I – WFA
- Appendix L – Collective Agreement Implementation
- Appendix Q – Child care
- New – Contracting Out
- New – Term Employment
- New – Domestic Violence Leave
- New – Social Justice Fund

The Union further reserves on the Joint Learning Program and reserves the right to propose incorporation of what is agreed to at the PA table.

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 (including step-brother), sister (including 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 weekly hours of work shall be 37.5 hours, without any reduction in the yearly salary, leave credits or benefits.

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

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.

ARTICLE 27 SHIFT AND WEEKEND PREMIUMS

Exclusions

~~This article does not apply to the FR, LI and SC Groups.~~

Clause 27.01, Shift premium, does not apply to employees working hours of work not defined as a shift, covered by clause 25.02, Article 28 or clauses 2.02 and 2.03 of Appendix B; clauses 2.01 and 2.02 of Appendix C, clauses 2.03 and 2.04 of Appendix D, clauses 2.01 and 2.02 of Appendix E, and clause 1.01 of Appendix H.

27.01 Shift premium

An employee working on shifts will receive a shift premium of ~~two dollars (\$2.00)~~ **three dollars (\$3.00)** per hour for all hours worked, including overtime hours, between 4:00 pm and 00:00 am. ~~The shift premium will not be paid for hours worked between 8:00 am and 4:00 pm.~~

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 00:00 and 08:00.

27.02 Weekend premium

- a. An employee working during the weekend will receive an additional premium of ~~two dollars (\$2.00)~~ **three dollars (\$3.00)** per hour, including overtime hours, for all hours worked on Saturday or Sunday.
- b. Paragraph (a) shall not apply to employees whose regular hours of work are scheduled from Monday to Friday.

ARTICLE 29 OVERTIME

Overtime Compensation

29.02 Where overtime work is authorized in advance by the Employer, an employee is entitled to overtime compensation **at double time for each** completed fifteen (15) minute period of overtime worked by the employee.

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

~~**29.06** Overtime compensation~~

~~Subject to clause 29.02, an employee is entitled to time and one half (1 1/2) compensation for each hour of overtime worked by the employee.~~

~~**29.07** Notwithstanding clause 29.06, an employee is entitled to double (2) time for each hour of overtime worked by the employee,~~

~~a. on a scheduled day of work or a first (1st) day of rest, after a period of overtime equal to the normal daily hours of work specified in the Group Specific Appendix;~~

~~and~~

~~b. on a second (2nd) or subsequent day of rest, provided the days of rest are consecutive, except that they may be separated by a designated paid holiday;~~

~~and~~

~~c. where an employee is entitled to double (2) time in accordance with paragraphs (a) or (b) above and has worked a period of overtime equal to the normal daily hours of work specified in the Group Specific Appendix, the employee shall continue to be compensated at double (2) time for all hours worked until he or she is given a period of rest of at least eight (8) consecutive hours.~~

29.09 Overtime meal allowance

- a. An employee who works three (3) or more hours of overtime,
 - i. immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period,

of

- ii. immediately following the employee's scheduled hours of work. shall be reimbursed for one (1) meal in the amount of ~~ten~~ **twenty** dollars (~~\$40-20~~), except where a free meal is provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, 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.
- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of ~~ten~~ **twenty** dollars (~~\$40-20~~) after each four (4) hour period, except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, 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.
- c. 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 31 STANDBY

Exclusions

This article does not apply to the FR, LI or SC Groups.

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

ARTICLE 34 TRAVELLING TIME

34.04 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 34.05 and 34.06. Travelling time shall include time necessarily spent at each stop-over enroute. ~~provided such stop-over is not longer than three (3) hours.~~

34.06 ~~If an employee is required to travel as set forth in clauses 34.04 and 34.05:~~

~~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 straight time 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 straight time rate of pay.~~

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 the employee shall be paid:

i. his or her regular pay for the day for a combined period of travel and work

and

ii. at the overtime rate for additional travel and/or work time in excess of his or her regular scheduled hours of work

- b. on a day of rest or on a designated paid holiday, the employee shall be paid at the overtime rate for all hours travelled and/or worked**

ARTICLE 40 INJURY ON DUTY LEAVE

40.01 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 of 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 providing, 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 **per Article 2**:

- 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;
any relative permanently residing in the employee's household or with whom the employee permanently resides; or~~
- e. ~~any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.~~

47.02 The total leave with pay which may be granted under this article shall not exceed:

- i. ~~37.5~~ **75** hours in a fiscal year where the standard work week is thirty-seven decimal five (37.5) hours;
- ii. ~~40~~ hours in a fiscal year where the standard work week is forty (40) hours;
- iii. ~~42~~ hours in a fiscal year where the standard work week is forty two (42) hours;
- iv. ~~46.6~~ hours in a fiscal year where the standard work week is forty six point six (46.6) hours.

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, 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 a ~~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 function 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. ~~twenty per cent (20%) of the applicable 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 with a terminally ill family member**

ARTICLE 50
BEREAVEMENT LEAVE WITH PAY

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

50.01 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 regular 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.

50.02 An employee is entitled to one (1) day’s bereavement leave with pay for the purpose related to the death of his or her ~~brother-in-law, sister-in-law,~~ **aunt, uncle, niece, nephew, cousin** and grandparents of spouse **or to attend a service in their capacity as a first responder or when they are to perform an official function at the service for a person not named elsewhere in this article or as defined in Article 2, ‘family’.**

ARTICLE 56
LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

56.xx Leave with Income Averaging

- a) **The Employer's Leave with Income Averaging Directive, as constituted on June 21, 2018, shall form part of this Agreement.**
- b) **The Employer shall not unreasonably deny requests for Leave with Income Averaging.**
- c) **When excessive requests have been made for Leave with Income Averaging, years of service shall be the determining factor for the granting of such leave.**

ARTICLE 68 COMPENSATORY LEAVE

Exception: this article does not apply to the SC group.

68.01

- a. All the overtime, travelling time compensated at overtime rates, standby pay, reporting pay, call-back pay, and time worked on a designated paid holiday, shall be compensated in cash except where, upon request of an employee and ~~with the approval of the Employer~~, compensation shall be in equivalent leave with pay.
Notwithstanding the above paragraph, designated paid holidays for FR employees will be compensated in accordance with clause 6.01 of Appendix A.
- b. Compensatory leave may be granted subject to operational requirements and adequate advance notice being provided.
- c. 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 rate in effect at the time of the request.
- d. Compensatory leave earned in a fiscal year, and outstanding as of September 30 of the next following fiscal year will be paid at the employee's rate of pay on September 30.

**NEW ARTICLE
NO CONTRACTING OUT**

RESERVE

**NEW ARTICLE
PRE-RETIREMENT LEAVE**

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
UNIFORMS**

XX. 01 All uniforms required by the Employer, shall be supplied, maintained and laundered by the Employer

**NEW ARTICLE
DUTY TO ACCOMMODATE**

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.

APPENDICIES, RATES OF PAY ANNEXES, ALLOWANCES AND PAY NOTES

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.

Appendix "A" – Firefighters Group (FR)

RESERVE

Appendix "B" – General Labour and Trades Group (GL)

RESERVE

Appendix "C" – General Services Group (GS)

RESERVE

Appendix "D" – Heating, Power and Stationary Plant Group (HP)

RESERVE

Appendix "E" – Hospital Services Group (HS)

RESERVE

Appendix "F" – Lightkeepers Group (LI)

RESERVE

Appendix "G" – Ships' Crews Group (SC)

RESERVE

Appendix "H" – Printing Operations (Supervisory) Group (PR(S))

RESERVE

**LETTER OF UNDERSTANDING
BETWEEN THE
TREASURY BOARD
AND THE
PUBLIC SERVICE ALLIANCE OF CANADA**

This letter is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in negotiations for the renewal of the Operational Services Collective Agreement.

Accordingly, the parties agree, during the life of the Agreement, to conduct a compensation comparability study **on all SV group classifications**.

The parties further agree to meet within ninety (90) days of the signing date of this Agreement to establish the scope and the terms of reference of the study.

HOUSEKEEPING ITEMS

Article 61 **Correctional Service Specific Duty Allowance**

The following allowance **Correctional Service Specific Duty Allowance** replaces the former Penological Factor Allowance (PFA) **and the Offender Supervision Allowance (OSA)**. The parties agree that ~~only incumbents of positions deemed eligible and/or receiving PFA as of signing of this collective agreement,~~ **all CSC employees who are in contact with inmates or offenders** shall receive the Correctional Service Specific Duty Allowance (CSSDA), subject to the criteria outlined below.

61.01 The CSSDA shall be payable to incumbents of specific positions in the bargaining unit within Correctional Service of Canada. The Allowance provides additional compensation **in recognition of the risk management function required of a position at** ~~to an incumbent of a position who performs certain duties or responsibilities specific to Correctional Service of Canada (that is, custody of inmates, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders) within penitentiaries as defined in the Corrections and Conditional Release Act, and/or CSC Commissioner Directives~~