



**EMPLOYER NON-MONETARY PROPOSALS
FOR THE
TECHNICAL SERVICES (TC) GROUP**

**NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON JUNE 21, 2021**

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INTRODUCTION

With consideration to the safety and security of Canadians, as well as supporting the continuous improvement of service to Canadians, the Employer's negotiation objectives for this round of bargaining are to:

- preserve and enhance management authorities to continue to effectively and efficiently meet operational requirements;
- enhance flexibilities with regards to hours of work provisions;
- support pay administration simplification; and
- address departmental operating priorities.

The Government of Canada is committed to reaching a collective agreement that is fair to employees, mindful of economic and fiscal context and reasonable for Canadians.

Without prejudice, attached are the Employer proposals for the negotiation of a single collective agreement covering employees who are members of the Technical Services (TC) bargaining unit.

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

The Employer also proposes that articles of the agreement which are not modified, deleted or ultimately dealt with by the parties as proposals shall be renewed with only appropriate editorial modification to ensure compatibility with other articles as finally agreed. Those provisions or Memoranda of Understanding that have expired or are set to expire upon the signing of a new collective agreement shall not be renewed.

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

The Employer reserves the right to discuss rates of pay and pay notes at a later time during the negotiation process.

ADMINISTRATIVE CHANGES

Delete references to “furlough leave”.

This applies to the following provisions:

- 37.06;
- 38.05;
- 38.08(b);
- 38.09;
- 38.12;
- 38.13; and
- 38.14.

Update reference to the “Public Service Labour Relations Board” and “*Public Service Labour Relations Act* (PSLRB/PSLRA)” omitted last round.

This applies to the following provisions:

Article 14: leave with or without pay for Alliance business

Complaints made to the *Federal Public Sector Service Labour Relations and Employment Board* pursuant to section 190(1) of the *Federal Public Sector Service Labour Relations Act*

Appendix T – Workforce Adjustment

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:

- ii. (...) until modified by the new employer or by the **FPSLRB** pursuant to a successor rights application;

ADMINISTRATIVE CHANGES

The Employer wishes to propose to amend references of departments' titles in collective agreements in accordance with the "Legal Title".

This applies to various references:

- **Department of the Environment** replaces Environment Canada at Appendix AA.
- **Department of Employment and Social Development** replaces Employment and Social Development Canada at Appendix DD and LL.
- **Department of Health** replaces Health Canada at Appendix X.
- **Treasury Board** replaces Treasury Board Canada in the following provisions:
 - 7.02;
 - 68.02 (signature block);
 - Introduction of the Memoranda of agreement (signature block);
 - Appendix H;
 - Appendix S;
 - Appendix FF;
 - Appendix GG;
 - Appendix HH;
 - Appendix II; and
 - Appendix LL.

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 *Directive on Terms and Conditions of Employment* of the Employer ~~on the date of signing of this agreement.~~

VARIOUS ARTICLES
EXTRA DUTY WORK PERFORMED FROM A REMOTE LOCATION

The Employer is proposing the following modifications to the overtime, call-back pay and designated paid holidays provisions in the collective agreement to distinguish between physically reporting to the workplace versus working remotely at one's residence or at another place to which the Employer has agreed.

This applies to the following:

ARTICLE 28: OVERTIME

(New paragraph)

28.06

- a. If an employee is given instructions before the beginning of the employee's meal break or before the midpoint of the employee's workday whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater **if the employee has to physically report to the workplace.**
- b. If an employee is given instructions, after the midpoint of the employee's workday or after the beginning of his or her meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight time, whichever is the greater **if the employee has to physically report to the workplace.**
- c. **If an employee is required to work under the conditions described in (a) or (b), and is given authorization to work said overtime at the employee's residence or at another place to which the Employer agrees, the employee shall be paid for the time actually worked at the applicable overtime rate.**

(renumber accordingly)

**ARTICLE 28
OVERTIME**

Meals~~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 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 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.
- e. **Meal allowances under this clause shall not apply to an employee who has obtained authorization to perform overtime work at the employee's residence or at another place to which the Employer agrees.**

ARTICLE 29: CALL-BACK PAY

29.01 If an employee is called back to work **and physically reports to the workplace:**

- 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 **physically** left his or her place of work, and **physically** returns to **the workplace, provided that the period worked by the employee is not contiguous to the employee’s normal hours of work,**

the employee shall be paid the greater of:

- i. compensation equivalent to three (3) hours’ pay at the applicable overtime rate of pay ~~for each call-back~~ **which shall apply only the first time an employee performs work during an eight (8) hour period 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.~~

29.02 Call-back worked from a remote location

~~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~~ **compensated** at the applicable overtime rate for any time worked.
- ~~or~~
- ~~b. compensation equivalent to one (1) hour’s 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.~~

ARTICLE 30 – STANDBY

30.05 An employee on standby who is required to report for work shall be compensated in accordance with **Article 29** ~~clause 29.01~~.

ARTICLE 31 – REPORTING PAY

31.01

- a. When an employee is required to **physically** report and **physically** reports to ~~work~~ **the workplace** on the employee's day of rest, the employee is entitled to a minimum of three (3) hours' pay at the applicable overtime rate of pay;
- b. **An employee who is required to work on a day of rest, 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 for the time actually worked at the applicable overtime rate.**

(renumber accordingly)

31.02 When an employee reports for work under the conditions described in ~~clause~~ **paragraph 31.01(a)**, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

- a. 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 the employee's own automobile,
or
- b. out-of-pocket expenses for other means of commercial transportation.

ARTICLE 32: DESIGNATED PAID HOLIDAYS

32.06 When an employee is required to **physically** report ~~to the~~ **for workplace** on a designated holiday, the employee shall be paid the greater of:

- a. compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay ~~for each reporting~~, **which shall apply only the first time an**

employee performs work during an eight (8) hour period ~~to a~~
~~maximum of eight (8) hours' compensation in an eight (8) hour period;~~
or

- b. compensation in accordance with the provisions of clause 32.05.

32.07 An employee who is required to work on a designated holiday, 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 for the time actually worked at the applicable overtime rate.

(renumber accordingly)

**ARTICLE 17
DISCIPLINE**

The Employer wishes to discuss its obligations following the McNeil decision, with respect to keeping records of discipline beyond the 2 years limit currently provided for in collective agreements in certain circumstances and for certain employees.

ARTICLE 25
HOURS OF WORK

In the interest of supporting the continuous improvement of service to Canadians, the Employer wishes to discuss options to explore enhanced flexibilities with regards to the hours of work provisions, which may require consequential changes to other provisions, such as but not limited to overtime, call back, shift work , standby and travelling time.

**ARTICLE 25
HOURS OF WORK**

25.10 Notice of change of schedule for shift workers

If an employee is given less than **forty-eight (48) hours** ~~seven (7) days~~² advance notice of a change in his or her shift schedule, the employee will receive a premium rate of time and one half (1 1/2) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time. Such employee shall retain his or her previously scheduled days of rest next following the change or if worked, such days of rest shall be compensated in accordance with the overtime provisions of this collective agreement.

**ARTICLE 25
HOURS OF WORK**

25.11 Except in emergency situations, b 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.

ARTICLE 27
SHIFT AND WEEKEND PREMIUMS

27.02 Weekend premium

- a. An employee working on shifts during the weekend will receive an additional premium of two dollars (\$2.00) per hour for all **regularly scheduled** 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 the following rates:

- a. time and one half (1 1/2) 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, **provided that the employee also worked on the first (1st) 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.

**ARTICLE 28
OVERTIME**

Excluded provisions

28.01 Compensation under this article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars unless the employee is required to attend by the Employer.

Renumber accordingly.

**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;
- 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 (1) 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 Monday in August;
- l. one (1) 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 38
VACATION LEAVE WITH PAY**

Scheduling of vacation leave with pay

38.04

(New paragraph)

Employees are expected to take all their vacation leave during the vacation year in which it is earned.

**ARTICLE 51
BEREAVEMENT LEAVE WITH PAY**

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

- a. 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)** ~~under 51.02(a)~~ only once during the employee’s total period of employment in the public service.

ARTICLE 60
CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

The following allowance replaces the former Penological Factor Allowance (PFA). The parties agree that only incumbents of positions deemed eligible and/or receiving PFA as of signing of this collective agreement, shall receive the Correctional Service Specific Duty Allowance (CSSDA), subject to the criteria outlined below.

60.01 The **Correctional Service Specific Duty Allowance (CSSDA)** shall be payable to incumbents of specific positions in the bargaining unit within **the** Correctional Service of Canada (**CSC**). The allowance provides additional compensation to an Incumbent of a position who performs certain duties or responsibilities specific to **CSC 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. **The CSSDA is not payable to incumbents of positions located within Correctional Learning and Development Centres, Regional Headquarters, National Headquarters, and CORCAN establishments that do not meet the definition of penitentiary as defined in the Corrections and Conditional Release Act and/or CSC Commissioner Directives.**

60.02 The **value of the** CSSDA shall be two thousand dollars (\$2,000) annually, and paid on a biweekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month. **Except as prescribed in clause 60.04 below, this allowance shall be paid on a biweekly basis for any month in which an employee performs the duties for a minimum period of ten (10) days in a position to which the CSSDA applies.**

ARTICLE 65
PAY ADMINISTRATION

~~65.08~~ When the regular pay day for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.

Renumber accordingly

**APPENDIX K
SPECIAL PROVISIONS FOR EMPLOYEES CONCERNING DIVING
DUTY ALLOWANCE, VACATION LEAVE WITH PAY, NATIONAL
CONSULTATION COMMITTEE AND TRANSFER AT SEA**

K-3: Transfer at Sea Allowance

Exclusion: K-3.01 does not apply to Fishery Officers who enter ships in the normal course of their duties for the purpose of verification.

K-3.01 When an employee is required to transfer to a ship, submarine or barge (not berthed) from a helicopter, ship's boat, yardcraft or auxiliary vessel, the employee shall be paid a transfer allowance of ten dollars (\$10) except when transferring between vessels and/or work platforms which are in a secured state to each other for the purpose of performing a specific task such as de-perming. If the employee leaves the ship, submarine or barge by a similar transfer, the employee shall be paid an additional ten dollars (\$10).

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

~~This memorandum is to give effect to the agreement reached between the Employer and the PSAC respecting sessional leave for certain employees of the Translation Bureau.~~

~~This memorandum of agreement shall apply to employees classified as GT who are assigned in the operational sections serving Parliament (Parliamentary Committees, Parliamentary Debates, Parliamentary Documents and Parliamentary Interpretation Services) and who share the same working conditions as members of the Translation bargaining unit who are eligible for parliamentary leave.~~

~~Notwithstanding the provisions of this agreement, the following is agreed:~~

~~1. **Sessional leave**~~

- ~~a. In addition to their vacation leave with pay, employees assigned to operational translation and interpretation sections serving Parliament shall receive special compensation in the form of sessional leave.~~
- ~~b. The maximum number of days of sessional leave is forty (40) per fiscal year.~~
- ~~c. An employee is entitled to a number of days of sessional leave equal to the maximum number of days multiplied by a fraction in which the numerator corresponds to the number of the employee's sessional workdays during the fiscal year and the denominator corresponds to the number of days that the House of Commons was in session during that fiscal year.~~
- ~~d. The granting of sessional leave is subject to operational requirements and such leave must normally be taken during periods of low demand in the fiscal year for which it is granted. If operational requirements do not permit the Employer to grant sessional leave during the fiscal year, such leave must be granted before the end of the following fiscal year.~~
- ~~e. If an employee is granted sessional leave in advance and, at the end of the fiscal year, has been granted more leave of this type than~~

~~earned, the maximum number of days referred to in paragraph (b) shall be reduced accordingly.~~

~~2. Exclusions~~

~~The provisions of Part III of this agreement, except for clauses 32.01 to 32.03 and 32.08, do not apply to employees who receive sessional leave in accordance with this memorandum.~~

APPENDIX W
MEMORANDUM OF UNDERSTANDING IN RESPECT OF
EMPLOYEES IN THE ENGINEERING AND SCIENTIFIC SUPPORT
(EG) AND GENERAL TECHNICAL (GT) GROUPS WORKING SHORE-
BASED POSITIONS AT CANADIAN COAST GUARD (CCG)

1. In an effort to resolve recruitment and retention problems, the Employer will provide an allowance to incumbents of specific shore-based positions for the performance of duties in the Engineering and Scientific Support (EG) and General Technical (GT) Groups.
2. Employees at Fisheries and Oceans Canada, Canadian Coast Guard who are incumbents of EG-6 and EG-7 and GT-6 through GT-8 levels in the following positions and who **meet the conditions listed under point 3 below** shall be entitled to a terminable allowance as listed below.
3. Employees working at Canadian Coast Guard for the Integrated Technical Services **that perform duties and Vessel Procurement in direct support of vessel maintenance and** who are required in the performance of their duties to have knowledge of the design, construction, operation or maintenance of vessels as demonstrated by possession of ~~a marine certificate of competency or post-secondary degree/diploma~~, Transport Canada Marine Engineering or Canadian Coast Guard Marine Electrical certificates of competency, **or post-secondary university degree or diploma from a provincially accredited University or College in the field of Naval Architecture**, combined with extensive experience in the field.

APPENDIX KK
MEMORANDUM OF UNDERSTANDING WITH RESPECT TO THE
JOINT REVIEW OF APPENDIX C APPLICABLE TO FISHERY
OFFICERS IN THE GENERAL TECHNICAL (GT) GROUP WORKING
OFFSHORE SURVEILLANCE AT THE DEPARTMENT OF FISHERIES
AND OCEANS (DFO)

~~This is to confirm the understanding reached in negotiations with respect to a joint review of Appendix C applicable to Fishery Officers working offshore surveillance at DFO.~~

~~It is recognized that Fishery Officers working offshore surveillance at DFO are assigned duties by ship for a two week period and that during this time they are compensated 9.5 hours each day while in surveillance mode.~~

~~It is also recognized that surveillance mode may happen by air and that the DFO plans to begin using long range aircraft, which could potentially have an impact on the hours of work for Fishery Officers who perform surveillance duties from the air, given that these aircraft will be able to fly up to 10 hours compared to the current capability to fly only for five to six hours before requiring refueling.~~

~~The parties agree that representatives of the DFO and the PSAC will work together to review Appendix C as a whole, and more specifically will discuss:~~

- ~~• the average number of hours of work for Fishery Officers working offshore surveillance to ensure proper reflection of the actual work done in surveillance and in arrest mode;~~
- ~~and~~
- ~~• the applicability of travel status leave to this group of employees~~

~~to make proposals to the parties to inform the next round of bargaining. The committee shall meet no later than one hundred and twenty days following the signing of the collective agreement.~~

APPENDIX LL
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY
BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF
CANADA WITH RESPECT TO A JOINT STUDY ON SUPPORT
MECHANISMS FOR EMPLOYEES

The Employer wishes to discuss Appendix LL.

COMMON TABLE PROPOSALS

The Employer wishes to discuss the following articles at the common table:

1. Interpretation and Definitions (Definition of “common-law partner”)
2. Information (Electronic collective agreement)
3. Leave With or Without Pay for Alliance Business
4. Discipline
5. Technological Change
6. Leave, General
7. Vacation Leave with Pay (One-time vacation leave entitlement)
8. Vacation Leave with Pay (Accumulation of vacation leave credits)
9. Parental Leave Without Pay (Special parental allowance for totally disabled employees)
10. Leave Without Pay for the Care of Family
11. Statement of Duties
12. Memorandum of Understanding with Respect to a Joint Learning Program
13. Workforce Adjustment
14. Memorandum of Understanding with Respect to Implementation of the Collective Agreement
15. Leave for Union Business: Cost Recovery
16. Pay Simplification – Joint Sub-Committee

After discussion, the parties may, by mutual agreement, refer any of these items to the specific tables for negotiations.