



# **TREASURY BOARD NEGOTIATIONS 2018**

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**Bargaining Demands for the  
Technical Services (TC Group)**

**May 29, 2018**

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 counter-demands 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, 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.

## COMMON ISSUES

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### **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 38 – Vacation leave
- Article 39 and Appendices HH and KK – Sick leave and Wellness
- Articles 42 and 44 – Maternity Leave and Parental Leave
- Article 45 – Compassionate Care leave
- Article 65 – Pay Administration
- Various articles – Phoenix-related issues
- Appendix S – Implementation of the Collective Agreement
- Appendix T – WFA
- Appendix II – Child care
- New – Domestic Violence Leave
- New – Issues related to the deeming process for RCMP Civilian Members
- New – Social Justice Fund
- New – Contracting Out
- New – Term Employment

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

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**“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.**

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## ARTICLE 25 HOURS OF WORK

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**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.~~

## ARTICLE 27 SHIFT AND WEEKEND PREMIUMS

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### 27.01 Shift Premium

An employee working on shifts will receive a shift premium of **three** dollars (\$3.00) 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 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 on shifts during the weekend will receive an additional premium of **three dollars (\$3.00)** 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

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**28.01** Each fifteen (15) minute period of overtime shall be compensated for at **double 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 (1<sup>st</sup>) day of rest, and for all hours worked on the second (2<sup>nd</sup>) or subsequent day of rest. Second (2<sup>nd</sup>) or subsequent day of rest means the second (2<sup>nd</sup>) 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 30<sup>th</sup> 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 of ~~ten~~ **twenty** dollars (\$~~10~~**20**.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 ~~ten~~ **twenty** dollars (\$~~10~~**20**.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.



## ARTICLE 29 CALL-BACK PAY

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### 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 three (3) hours' pay at **double 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.

## ARTICLE 34 TRAVELLING TIME

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**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 three (3) 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:~~
    - ~~i. his or her 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 **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;~~~~
  - ~~e. 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.~~

## ARTICLE 41 INJURY ON DUTY LEAVE

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**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

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

~~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 spouse or common-law partner, children for whom is the legal guardian, or 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.~~

**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, 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. ~~seven decimal five (7.5) hours out of the 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**

## ARTICLE 57 STATEMENT OF DUTIES

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**57.01** Upon written request **and within 3 months of commencement of his or her duties**, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization, **supervisory and reporting relationships, and classification levels of respective positions. Each aforementioned document shall require supervisor's and employee's signatures and receipt date and shall contain a paragraph explaining employees' right to grieve the content within prescribed timelines.**

**Every four years, the employer is to review every member's Statement of Duties to determine if it is current or if it requires updates.**

## ARTICLE 62 DANGEROUS GOODS

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**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~~ **daily** allowance of **one hundred fifty dollars (\$150) during any month in which** ~~three dollars and fifty cents (\$3.50)~~ for ~~each day~~ he or she is required to package, and label, **inspect, handle or transport** dangerous goods ~~for shipping, to a maximum of~~ ~~seventy-five dollars (\$75) in a month~~ **and** where the employee maintains such certification.

## **APPENDIX A AND VARIOUS WAGES, ALLOWANCES AND RATES OF PAY**

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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 C  
MEMORANDUM OF AGREEMENT  
CONCERNING FISHERY OFFICERS IN THE GENERAL TECHNICAL  
GROUP, WORKING ON OFF-SHORE SURVEILLANCE  
IN THE DEPARTMENT OF FISHERIES AND OCEANS**

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The Union is seeking the following changes to this appendix:

- Change the hours of work from 9.5 during surveillance mode to 11.5.
- Apply shift premiums to all employees who are working under this appendix while in surveillance mode.
- Allow work under this appendix to qualify for travel status leave under 34.09.



**APPENDIX I**  
**MEMORANDUM OF AGREEMENT CONCERNING EMPLOYEES IN THE**  
**ENGINEERING AND SCIENTIFIC SUPPORT GROUP IN THE**  
**SEA LAMPREY CONTROL UNIT**

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The Union proposes to modify or delete this appendix to ensure that members have a posted schedule for their hours of work.

## **VARIOUS ENFORCEMENT WORKERS**

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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**

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**The Union reserves the right to present demands concerning Classification Reform and Occupational Group Structure, as related to the Technical Services Group.**

## **NEW ARTICLE HEIGHT PAY AND CONFINED SPACE PAY**

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### **Height pay**

XX.01 An employee shall be paid a height pay allowance equal to twenty-five per cent (25%) of the employee's basic hourly rate of pay on a pro rata basis for actual time worked where they are required to work thirty (30) feet or more above the ground.

### **Confined space pay**

XX.02 An employee shall be paid a confined space allowance equal to twenty-five per cent (25%) of the employee's basic hourly rate of pay on a pro rata basis for actual time worked where they are required to work in a confined space.

XX.03 For the purpose of this clause, a confined space is defined as in the Canada Occupational Health and Safety Regulations under the Canada Labour Code (CLC) Part II.

## **NEW ARTICLE WHISTLEBLOWING**

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**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.**

**NEW ARTICLE**  
**ON-THE-JOB TRAINING ALLOWANCE**

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**XX.01** When an employee is assigned to provide on-the-job training, the employee shall be entitled to receive six dollars (\$6) for each complete hour during which s/he provides such training.

## HOUSEKEEPING ITEMS

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25.07(c) Change clause references from 25.11 to 25.14. to 25.12 to 25.15 in English and French

38.15 b) – clause reference in both English and French to be corrected

Appendix K – K 4.01 “skip” to “ship”

Appendix K – K-2 delete full clause as this is not administered should be taken out

Appendix BB

- Change “Formation Fleet Authority” to “Engineering and Fleet Technical Authority”
- Confirm that the following doesn’t appear in the French version:
  - Bullet # 6 : Un ou une employé-e n’a pas droit à l’indemnité pour les périodes de congé sans solde ou lorsqu’il ou elle est suspendu-e de ses fonctions.