



Treasury Board of Canada
Secretariat

Secrétariat du Conseil du Trésor
du Canada

**EMPLOYER PROPOSALS
FOR THE
BORDER SERVICES (FB) GROUP**

**NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON JUNE 20, 2018**

January 10, 2019

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INTRODUCTION

The Employer's negotiation objectives for this round of bargaining are to reduce the pay administration burden, provide economic increases that are fair for workers and taxpayers, address the Canada Border Services Agency's operating priorities in support of the effective management of the Public Service. Such an approach will contribute to an engaged and qualified (FB) workforce that delivers results for Canadians.

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

The Employer reserves the right to present other proposals in negotiations as well as counter-proposals 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.

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

The Employer reserves the right to table monetary proposals at a later time during the negotiation process.

GENERAL

The Employer proposes to:

- simplify, consolidate and standardize where appropriate;
- review and amend, as necessary, the collective agreement in relation to recent legislative changes, or any other required administrative changes in terminology;
- discuss Pay Administration issues and simplification, including an extension to the implementation period.

Pay Simplification

The Employer wishes to discuss options to standardize and simplify certain terms and conditions of employment to lessen the burden on pay administration, where the associated cost is reasonable.

(Various Articles)

ADMINISTRATIVE CHANGES

REFERENCES

(Various articles)

1. The Employer proposes to replace references to “**cash**” with “**payment**” in:
Appendix C – Workforce Adjustment
2. Replace all references to the *Public Service Labour Relations Act* (PSLRA) with references to the ***Federal Public Sector Labour Relations Act*** (FPSLRA).
3. Replace all references to the Public Service Labour Relations Board (PSLRB) / Public Service Labour Relations and Employment Board (PSLREB) with references to the **Federal Public Sector Labour Relations and Employment Board** (FPSLREB).
4. The Employer proposes to replace the reference to “**mileage**” with “**kilometric**” in:

30.08(c)(i) - Reporting for work on a designated holiday
5. The Employer proposes to replace the reference to “**employment**” with “**service**” in:

34.04 An employee is entitled to vacation leave with pay to the extent of the employee’s earned credits, but an employee who has completed six (6) months of continuous **employment service** is entitled to receive an advance of credits equivalent to the anticipated credits for the current vacation year.
6. The Employer proposes to delete the redundant language in clause 34.15 that is a specific reference to severance on resignation:

34.15 Where the employee requests, the Employer shall grant the employee his or her unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off. ~~and the tenth (10th) year of continuous employment in the case of resignation.~~

7. The Employer proposes to delete any / all expired or redundant Appendix.

ARTICLE 10
INFORMATION

10.02 The Employer agrees to supply each employee with a copy of this Agreement, and will endeavour to do so within one (1) month after receipt from the printer. **For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to this Agreement.**

ARTICLE 11

CHECK-OFF

~~**11.07** The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.~~

ARTICLE 14

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

14.14 Effective on the date of signing of the collective agreement, leave granted to an employee under Article 14.02, 14.09, 14.10, 14.12 and 14.13 will be with pay **for a total maximum period of 3 months per fiscal year**; the Alliance will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement in Appendix M.

ARTICLE 17

DISCIPLINE

17.05 Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period. **This period will automatically be extended by the length of any period of leave without pay.**

ARTICLE 25
HOURS OF WORK

25.12

- a. An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 7 am and 6 pm as provided in paragraph 25.06(b), and who has not received at least **forty-eight (48) hours** ~~seven (7) days~~² notice in advance of the starting time of such change shall be paid for the first (1st) day or shift worked subsequent to such change at the rate of time and one-half (1 1/2) for the first seven decimal five (7.5) hours and double (2) time thereafter. Subsequent days or shifts worked on the revised hours shall be paid for at straight-time rate, subject to Article 28: overtime.

...

25.21

- a. An employee who is required to change his or her scheduled shift without receiving at least **forty-eight hours** ~~seven (7) days~~² notice in advance of the starting time of such change in his or her scheduled shift shall be paid for the first (1st) shift worked on the revised schedule at the rate of time and one-half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter. Subsequent shifts worked on the revised schedule shall be paid for at straight-time rate, subject to Article 28: overtime.

...

25.23

- a. Where shifts other than those provided in clause 25.18 are in existence when this agreement is signed, the Employer, ~~on request, will~~ **may** consult with the Alliance on such hours of work and, in such consultation, will establish that such shifts are required to meet the needs of the public and/or the efficient operation of the service.
- b. Where shifts are to be changed so that they are different from those specified in clause 25.18, the Employer, except in cases of emergency,

~~will~~ **may** consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.

- c. **Subject to 25.23 a or b, W**within five (5) days of notification of consultation ~~served by either party~~, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation ~~will~~ **may** be held at the local level for fact-finding and implementation purposes.

...

25.24 Variable shift schedule arrangements

- a. Notwithstanding the provisions of clauses 25.06 and 25.13 to 25.23 inclusive, consultation may be held at the local level with a view to establishing shift schedules which may be different from those established in clauses 25.13 and 25.18. Such consultation will include all aspects of arrangements of shift schedules.
- b. Once a mutually acceptable agreement is reached at the local level, the proposed variable shift schedule will be submitted at the respective Employer and Alliance headquarters levels before implementation.
- c. **Subject to operational requirements as determined by the Employer.** ~~Both~~ **the** parties will endeavour to meet the preferences of the employees in regard to such arrangements.
- d. It is understood that the flexible application of such arrangements must not be incompatible with the intent and spirit of provisions otherwise governing such arrangements. Such flexible application of this clause must respect the average hours of work over the duration of the master schedule and must be consistent with operational requirements as determined by the Employer.
- e. Employees covered by this clause shall be subject to the provisions respecting variable hours of work established in clauses 25.25 to 25.28 inclusive.

ARTICLE 28
OVERTIME

28.03 Assignment of overtime work

(The Employer wishes to discuss the assignment of overtime work)

ARTICLE 30

DESIGNATED PAID HOLIDAYS

30.01 Subject to clause 30.02, 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 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 (1st) Monday in August;
- l. one additional day when proclaimed by an Act of Parliament as a national holiday.

30.02 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 32
TRAVELLING TIME

32.06 If an employee is required to travel as set forth in clauses 32.04 and 32.05:

(New)

- d. **For the purpose of paragraphs 32.06 (b) and (c), should a period of work and/or travel continue into the next day, the employee's total travel period will be deemed to have taken place on the day it started.**

ARTICLE 41

LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

41.01 Both parties recognize the importance of access to leave for the purpose of the care of family.

41.02 Subject to operational requirements as determined by the Employer, an~~An~~ employee may ~~shall~~ be granted leave without pay for the care of family in accordance with the following conditions:

- a. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- b. leave granted under this Article shall be for a minimum period of ~~three~~ ~~(3)~~ **twelve (12)** weeks;
- c. the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the public service;
- d. leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures **the operational requirements** ~~continued~~ **service delivery are maintained in order to meet the needs of the public and/or the efficient operation of the service.**
- e. **an employee who intends to take leave granted for a period of one (1) year or less during the summer leave period will submit their request on or before April 15, and on or before September 15 for the winter leave period;**
- f. **Compassionate Care Leave**
 - i. Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraphs 41.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.

ARTICLE 54
STATEMENT OF DUTIES

54.01 Upon written request, 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.

ARTICLE 62
PAY ADMINISTRATION

(The Employer wishes to discuss retroactivity)

62.03

- a. ~~The rates of pay set forth in Appendix A shall become effective on the dates specified.~~
- b. ~~Where the rates of pay set forth in Appendix A have an effective date prior to the date of signing of this agreement, the following shall apply:~~
 - i. ~~“retroactive period” for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefor;~~
 - ii. ~~a retroactive upward revision in rates of pay shall apply to employees, former employees or, in the case of death, the estates of former employees who were employees in the groups identified in Article 9 of this agreement during the retroactive period;~~
 - iii. ~~for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;~~
 - iv. ~~for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Directive on Terms and Conditions of Employment using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;~~
 - v. ~~no payment or notification shall be made pursuant to paragraph 62.03(b) for one dollar (\$1) or less.~~

The Employer will consider establishing specific accountabilities for the signature of the agreement.

The Employer is open to discussions about providing compensation to employees in lieu of retroactive payments.

ARTICLE 64

DURATION

64.01 This Agreement shall expire on June 20, 201822.

APPENDIX A

ANNUAL RATES OF PAY

(The Employer wishes to discuss the rates of pay and pay notes)

APPENDIX B

MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE VARIABLE SHIFT SCHEDULING ARRANGEMENTS

This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Border Services (FB) bargaining unit.

1. Consultation process

The intent of this Appendix is to provide the parties with a process to facilitate reaching agreement at the local **or National** level **VSSAs**, within prescribed timeframes.

2. VSSA discussions

2.1 Local **or National** consultation pursuant to paragraph 25.24(a) of the agreement will take place within five (5) days of notice served by either party to ~~reopen an existing a~~ variable shift schedule agreement ~~or negotiate~~ **with a view to revising, or creating** a new variable shift schedule arrangement. Prior to this meeting, the Employer will provide to the Union the following information ~~in respect of its operational requirements~~:

1. its **service level requirements**, and
2. the number of scheduled employees required for each hour, ~~and~~
3. ~~the rationale for scheduling~~

2.2 The number of employees identified in paragraph 2.1 does not represent the minimum presence required on any shift.

2.3 Discussions at the local **or National** level shall be concluded within five (5) weeks from the time of the first meeting identified in paragraph 2.1 above.

APPENDIX D

IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

(The Employer wishes to discuss implementation)