

Public Service Alliance of Canada Alliance de la Fonction publique du Canada

Border Services (FB) Group:

PAY PROPOSAL

June 13-15, 2023

This document includes the general economic increase proposal of the Public Service Alliance of Canada (the "Union") for this round of negotiations for the Border Services (FB) group. This proposal is being submitted to the Treasury Board of Canada (the "Employer") without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Union reserves the right to introduce, amend, and/or withdraw its proposal and/or to introduce counter proposals to the Employer's proposals.

# I. Competitive General Economic Increases

The Union proposes the following economic increases to all rates of pay for all FB group members:

- Effective June 21, 2022, after the application of the market adjustment and paid meal period: 3.5%
- Effective June 21, 2022: 1.25% wage adjustment
- Effective June 21, 2023: 3.0%
- Effective June 21, 2023: 0.5% pay line adjustment.
- Effective June 21, 2024: 2.0%
- Effective June 21, 2024: 0.25% wage adjustment

## One-time allowance Related to the Performance of Regular Duties:

- The Employer will provide a one-time lump-sum payment of two thousand five hundred dollars (\$2,500) to incumbents of positions within the FB group on the date of signing of the collective agreement.
- This one-time allowance will be paid to incumbents of positions within the FB group for the performance of regular duties and responsibilities associated with their position.
- Payment will be issued according to implementation timelines as per Appendix D

   Memorandum of Understanding with Respect to Implementation of the Collective Agreement.

### II. Duration of agreement

The Union proposes the following duration period:

### Article 65: duration

**65.01** This agreement shall expire on June 20, 2025.

# III. Market Adjustment & Paid Meal Period

Recognizing the current and ongoing recruitment and retention challenges at the CBSA and to ensure comparability and competitiveness with terms and conditions of employment in similar law enforcement occupations across Canada, the Union proposes the following to close the wage gap with the RCMP.

#### The Wage Gap with the RCMP: Comparing FB-3 and the RM-Cst. Salary

RM-Cst. Wage Rate (April 1, 2021):	\$102,418
FB-3 Wage Rate (June 21, 2021):	\$89,068
Wage Gap Differential:	14.989%

- To close this wage gap, the Union proposes that the meal allowance (Appendix L) be replaced with a paid 40-hour work week (i.e. employees paid for 40 hours but continue to work 37.5 hours per week and 7.5 per day on average, as per Article 25) for all employees.
  - a. The paid meal for all, which is the equivalent of a 6.667% increase to the base rate, will apply to all employees in the bargaining unit, effective June 21, 2022, prior to the application of the market adjustment and general economic increase.
- 2) In addition, after the application of the paid meal period and prior to the application of the general economic increase, a market adjustment to all levels of the FB salary grids of 7.801% to close the remainder of the wage gap with the 2021 RCMP wage rate. For clarity, the market adjustment is effective June 21, 2022.

# **NEW ARTICLE**

# FIRING RANGE FEES REIMBURSEMENT

Upon receipt, the Employer shall reimburse employees for all fees associated with access to firing ranges and storage of firearms.

### APPENDIX D

#### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

Delete the current MOU and replace with:

1. The effective dates for economic increases will be specified in the collective agreement. Other provisions of the collective agreement will be effective as follows:

- a) All components of the agreement unrelated to pay administration will come into force on signature of this agreement unless otherwise expressly stipulated.
- b) Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2.a).
- c) Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in 1.b).
- 2. The collective agreement will be implemented over the following time frames:
  - a) The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
  - b) Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
  - c) Prospective compensation increases and retroactive amounts that require manual processing will be implemented within four hundred and sixty (460) days after signature of this agreement.
- 3. Employee recourse

- a) a) Employees in the bargaining unit for whom this collective agreement is not fully implemented within one hundred and eighty (180) days after signature of this collective agreement will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than five hundred dollars (\$500). This amount will be included in their final retroactive payment.
- b) Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services of their department or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Alliance regarding the format of the detailed breakdown.

In such a circumstance, for employees in organizations serviced by the Public Service Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Public Service Pay Centre, employees shall contact the compensation services of their department.

## NEW APPENDIX

## LANGUAGE ALLOWANCE & BILINGUAL BONUS

### **OPERATIONS SUPPORT LANGUAGE ALLOWANCE**

XX.01 Employees are entitled to an allowance of three (3) dollars per hour or a portion thereof, when they are required by the Employer to transcribe or translate communications or any other documents in a language other than French or English.

In regard to the National Joint Council's Bilingual Bonus Directive:

- 1. The Employer commits to not propose the elimination or the reduction of the existing bilingualism bonus set forth in the current National Joint Council (NJC) Bilingual Bonus Directive during the life of this collective agreement.
- 2. The Employer further commits to recommending the inclusion of the NJC Bilingualism Bonus Directive in the 2023-2024 cyclical review.

### **NEW APPENDIX**

#### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT OF EMPLOYEES IN THE BORDER SERVICES (FB) GROUP WORKING AS HEARINGS OFFICERS

Union proposes a new \$3,000 annual pensionable allowance for Hearings Officers.