



Parks
Canada

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Canada



PARKS CANADA AGENCY PROPOSALS

**NEGOCIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
WHICH EXPIRED ON AUGUST 4, 2014**

DECEMBER 9, 2014



This document represents bargaining proposals of the Parks Canada Agency for the negotiation of a single collective agreement covering employees who are members of the Parks Canada Agency bargaining unit. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Parks Canada Agency reserves the right to introduce, amend, and withdraw its proposals or to introduce counter proposals to the bargaining agent's proposals.

Also, the Agency proposes that if neither party has a proposal on a specific clause or article, that clause or article shall be renewed with appropriate modification to ensure compatibility with other articles as finally agreed.

Finally, the Agency has noticed some typographical and grammatical errors in the collective agreement which it proposes to address. In addition, the Agency would like to address some housekeeping issues.

Note:

Proposed revisions to existing language are indicated with ~~strike-through~~ revision marks. New language is **bolded**.



ARTICLE 9 INFORMATION

The Agency proposes to discuss article 9.02:

9.02 The Agency agrees to supply each employee with a copy of the collective agreement and ~~will endeavour to do so within one (1) month after receipt from the printer.~~ **For the purpose of satisfying the Agency's obligation under this clause, employees may be given electronic access to this Agreement. Where electronic access to the Agreement is unavailable or impractical, the employee will be supplied with a printed copy of the Agreement.**

Note: This proposal is to allow PCA employees to have access to the collective agreement, without the unnecessary production of printed copies. This is in keeping with the Agency's commitment to the environment.



ARTICLE 15

DISCIPLINE

The Agency proposes to add to article 15.05:

15.05 (a) 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.

15.05 (b) The two (2) year period noted in 15.05 (a) will be extended automatically by the length of any seasonal layoff or period of leave without pay taken by the employee.

Note: This proposal is to uphold the intent of article 15.05.



ARTICLE 22 HOURS OF WORK

The Agency proposes to discuss article 22.10:

22.10 For employees who work on a rotating or irregular basis:

(a) Normal hours of work shall be scheduled so that employees work:

(i) an average of thirty-seven decimal five (37.5) or forty (40) hours (in accordance with the Hours of Work Code) per week and an average of five (5) days per week and seven decimal five (7.5) hours or eight (8) hours (in accordance with the Hours of Work Code) per day;

or

(ii) if ~~he/she is a Park Warden~~ **an employee is** performing a period of backcountry ~~patrol work~~ **work** in excess of eight (8) consecutive hours during a two-week pay period, on a weekly basis, an average of thirty-seven decimal five (37.5) or forty (40) hours (in accordance with the Hours of Work Code) and five (5) days per week.

Note: This proposal is to update the provisions of the collective agreement in light of functional changes within the Agency.



ARTICLE 24

OVERTIME

The Agency proposes to discuss article 24.01:

24.01 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 clause 24.01(b);
- (b) double (2) time for each hour of overtime worked after fifteen (15) or sixteen (16) hours of work (in accordance with the Hours of Work Code) in any twenty-four (24) hour period or after seven decimal five (7.5) or eight (8) hours work (in accordance with the Hours of Work Code) on the employee's first (1st) day of rest, and for all hours worked on the second or subsequent day of rest **in a series of consecutive days of rest on which the employee is required to work**. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday, **if the employee is required to work during that holiday**;
- (c) where an employee is entitled to double (2) time in accordance with (b) above and has worked a period of overtime equal to the normal daily hours of work specified in the Hours of Work Code, the employee shall continue to be compensated at double (2) time for all hours worked until he/she is given a period of rest of at least eight (8) consecutive hours.

Note : This proposal is to ensure that the double overtime rate on a second or subsequent day of rest may only be applicable if employees are required to perform overtime on the preceding day(s) of rest.



ARTICLE 24

OVERTIME

The Agency proposes to discuss article 24.02:

24.02 Notwithstanding anything to the contrary contained in this article, the following shall apply to employees ~~working as Park Wardens~~ performing a period of back-country ~~patrol~~ work in excess of eight (8) consecutive hours during a two-week period;

- (a) ~~Park Wardens~~ **Such employees** are entitled to receive compensation at straight-time rates for all hours worked, other than hours worked on a day of rest or on a designated paid holiday, up to an average of seventy-five (75) or eighty (80) hours (in accordance with the Hours of Work Code) over a two (2) week period and compensation at time and one-half (1 1/2) for all other hours worked.

- (b) ~~Park Wardens~~ **Such employees** are entitled to receive compensation at time and one-half (1 1/2) rates for work performed on the first (1st) day of rest and compensation at double (2) time for work performed on the second and subsequent days of rest where two (2) or more contiguous days of rest are indicated by the schedule.

Note: The goal of this proposal is to update the provisions of the collective agreement in light of functional changes within the Agency.



ARTICLE 25

CALL BACK AND REPORTING PAY

The Agency proposes to review the conditions of (c)(i) :

25.01 If an employee is called back or required to report 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 entitled to the greater of:

- (i) compensation equivalent to three (3) hours pay at the applicable overtime rate of pay for each call back/reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period. **This minimum shall only apply once during a single eight (8) hour period, starting when the employee first commences the work,**
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 payments referred to in 25.01(c)(i) and (c)(ii), do not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 56.05 of this agreement.

Note: This proposal intends to provide additional clarity on the application of 25.01(c)(i).



ARTICLE 25
CALL BACK AND REPORTING PAY

The Agency proposes to add:

25.02 An employee who receives a call to duty from a management representative of the Agency on a designated holiday or a day of rest or after he/she has completed his/her work for the day, may, at the discretion of the Agency, work at the employee's residence or at another place to which the Agency agrees. In such instances, the employee shall be paid the greater of:

(a) compensation 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-hour period, starting when the employee first commences the work.

Re-number subsequent articles

Note: This proposal acknowledges the current day technological reality that employees can often perform work from a remote location and not have to physically return to the workplace.



ARTICLE 33

SICK LEAVE WITH PAY

As a result of the Government's announcement to implement a Short Term Disability Plan, the Agency wishes to discuss the consequential changes to the sick leave provisions, a transitional approach for sick leave banks, as well as any other changes to other provisions in the collective agreement including, but not limited to, Injury on duty leave.

In addition, the Agency proposes to discuss the application of this clause to seasonal employees.

Pre-implementation of the Short Term Disability Plan, the existing clauses 33.01 to 33.09 will be maintained without changes.

Proposed New Article

Effective September 1, 2016, the date of implementation of the Short Term Disability Plan (STDP), clauses 33.01 to 33.09 shall no longer apply and will be replaced by the following:

Credits

33.01

(a) As of the September 1, 2016, all sick leave credits accumulated up to August 31, 2016 cease to accumulate and are converted to top up credits on the basis of fifteen (15) or sixteen (16) hours (in accordance with the Hours of Work Code) of accumulated sick leave credits equivalent to one top up credit of 23%.

(b) An employee can use his top up credits to increase the short term disability benefits to 93% of income replacement.

(c) On September 1, 2018 top up credits banked will be eliminated and any reference to top up credits, and its usage, will be eliminated from the collective agreement.

33.02 On the date of implementation of the STDP, an employee will be allocated sick leave credits, as follows:

(a) An employee will be allocated forty-five (45) or forty-eight (48) hours (in accordance with the Hours of Work Code) of sick leave credits on the first day of each fiscal year.



(b) Allocation of sick leave credits under 33.02 will be subject to the deduction of any sick leave credits previously advanced prior to the implementation of the STDP.

(c) Interim measure due to the date of implementation of the STDP: since the implementation date of the STDP occurs later than the first day of the fiscal year, the allocation of sick leave credits will be pro-rated based on the number of days remaining in the fiscal year.

(d) An employee appointed for a specified term of employment shall receive a pro-rated amount of sick leave credits, to a maximum of forty-five (45) or forty-eight (48) hours (in accordance with the Hours of Work Code), based on the length of their term employment and their normal assigned weekly hours of work.

(e) If an employee begins their employment at the Agency during the fiscal year, their sick leave credits, forty-five (45) or forty-eight (48) hours (in accordance with the Hours of Work Code), shall be pro-rated based on the number of days remaining in the fiscal year.

(f) Carry-over of sick leave credit:

(i) Indeterminate employees and term employees of greater than six (6) months can carry over a maximum of fifteen (15) or sixteen (16) hours (in accordance with the Hours of Work Code) of sick leave credits remaining at the end of the fiscal year, for use in the following fiscal year.

(ii) For greater certainty, an employee may not have more than sixty (60) or sixty-four (64) hours (in accordance with the Hours of Work Code) of sick leave credits at any time in a fiscal year.

33.03 An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:

(a) he or she satisfies the Agency of this condition in such manner and at such time as may be determined by the Agency;

and

(b) he or she has the necessary sick leave credits.

33.04 Unless otherwise informed by the Agency, a statement signed by the employee stating that, because of illness or injury, he or she was unable to perform his or her



duties, shall, when delivered to the Agency, be considered as meeting the requirements of paragraph 33.03 (a).

33.05 When an employee is granted sick leave with pay, and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

33.06 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Agency, or reinstated for use at a later date.

Note: This proposal intends to lead to the implementation of a sick leave and disability system which is fair to employees and which promotes workplace wellbeing consistent with our Government's objective to adopt a Public Service-wide solution.



ARTICLE 40

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITY

The Agency proposes to add:

40.04 Term and seasonal employees shall be entitled to the benefits of this Article in the same proportion as their total annual hours of work compared to the total annual hours of work of a full-time employee occupying a position at the same occupational group and level (according to the Hours of Work Code).

Note: This proposal is to pro-rate the entitlement for employees who do not work year-round with the Agency. This concept is consistent with the Vacation Leave provisions of the collective agreement.



ARTICLE 50

STATEMENT OF DUTIES WORK DESCRIPTION

The Agency proposes to discuss article 50:

50.01 Upon written request, an employee shall be provided with a ~~complete and current~~ **copy of the official statement of the duties work description** and responsibilities of his/her position, including the classification level and, where applicable, the point rating allotted by factor to his/her position, and an organization chart depicting the position's place in the organization.

Note: This proposal is to clarify that the Agency's obligation is to provide its employees with a copy of their official work description, as approved by the Agency.



ARTICLE 61

DURATION

The Agency proposes to discuss article 61:

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61.01 The duration of this collective agreement shall be from the date it is signed to August 4th 2018.

61.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed.

61.03 The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.

The Agency reserves the right to present proposals regarding the date on which the provisions and the appendices of the new agreement become effective, as well as the implementation of the retroactive period of the agreement, where applicable.

Note: This proposal is to set clear and reasonable timelines for the implementation of the changes to the collective agreement.



APPENDIX "A"
ANNUAL RATES OF PAY

The Agency proposes economic increases for the 4 years covered by the collective agreement:

All groups:

On August 5, 2014: Increase all rates of pay by 0.5%

On August 5, 2015: Increase all rates of pay by 0.5%

On August 5, 2016: Increase all rates of pay by 0.5%

On August 5, 2017: Increase all rates of pay by 0.5%

The Agency wishes to discuss retroactivity.

The Agency also wishes to discuss the pay notes.

The Agency reserves the right to make proposals pertaining to specific occupational groups.



APPENDIX "N"
LETTER OF AGREEMENT
BETWEEN
THE PARKS CANADA AGENCY (HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)
IN RESPECT OF THE
APPLICATION OF THE POLICIES SET OUT IN ARTICLE 6

The Agency proposes to remove this letter of agreement from the collective agreement.



APPENDIX "O"
LETTER OF AGREEMENT
BETWEEN
THE PARKS CANADA AGENCY (HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)
IN RESPECT OF THE
STUDENT EMPLOYMENT

The Agency proposes to remove this letter of agreement from the collective agreement.