



TREASURY BOARD NEGOTIATIONS 2018

Operational Services (SV)

Appendices and Pay Bargaining Proposals

October 16, 2018

This document represents the pay proposal of the Public Service Alliance of Canada (the "Union") for this round of negotiations for the Operational Services (SV) 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.

Introduction

The Union's pay proposal takes into account the recruitment and retention needs of the Employer and is fair and reasonable given the nature of the work performed by members of the SV group. The proposal is in line with recent wage trends and current and projected economic and fiscal circumstances. It seeks to restore appropriate relationships between and among classifications and occupations within the federal public service, and to ensure comparability with terms and conditions of employment in similar occupations outside the federal public service. It works towards increased simplicity, harmonization, consistency, equity, and fairness in pay rates and administration.

The pay proposal can be separated into five interrelated parts:

1. Market adjustments
2. Grid restructuring and harmonization
3. Competitive economic increases
4. Allowances
5. Duration of agreement

I. Market adjustments

The key goal for SV collective bargaining has been to achieve fair pay by advocating for fair and consistent pay structures. Having relatively low wages for federal public service workers is unfair and has resulted in significant difficulties recruiting and retaining new workers.

During the last round of bargaining a Joint Compensation Comparable Study was conducted and a final report from HayGroup, (HG) the research firm that produced the study, was received by the parties in 2015. The report contains wage and benefits data on 17 jobs that were matched to SV positions. In total, the HayGroup report reflects information they collected from 47 employers, covering 23,517 Canadian workers in jobs matched to SV jobs in the federal government.

In order for the pay study to be as current as possible, the Union proceeded to age the data forward. In order to age the data we used the major wage settlements by sector and industry report from ESDC. The overall finding is that the numbers confirms that there is still a significant gap between compensation for SV positions and comparable jobs outside the federal public service.

1. Adjustments based on the 2015 pay study

To eliminate the remaining pay gap between SV positions and comparable jobs outside the federal public service, the Union proposes the following increases to the applicable Annex "A" for each group, prior to the application of any negotiated economic increases:

FR	19.54%	GL-MDO	12.90%
GL-COI	12.90%	GL-MOC	12.90%
GL-EIM	12.90%	GL-MST	12.90%
GL-ELE	12.90%	GL-PCF	12.90%
GL-MAM	12.90%	GL-PRW	12.90%
GL-PIP	12.90%	GL-SMW	12.90%
GL-VHE	12.90%	HP	55.71%
GL-WOW	12.90%	SC-DED	30.00%
GL-AIM	12.90%	SC-ERD	30.00%
GL-AMW	12.90%	SC-STD	30.00%
GL-GHW	12.90%	SC-EQO	30.00%
GL-INM	12.90%	SC-SPT	30.00%
GL-MAN	12.90%	LI	30.00%

II. Grid Adjustment, restructuring & harmonization

To increase simplicity, consistency, equity and fairness in pay rates and administration for SV group members, the Union proposes the following wage grid adjustments.

a. *Adjustment of increments*

The Union proposes that, effective August 5, 2018, prior to applying an economic increase, the wage grid for each level in each classification be adjusted the following way:

Classification	Proposal
GS	No change
GL – All sub-groups	No change
HS – All sub-groups	No change
SC – All sub-groups	All levels: Add two steps with 5% increments.
FR	Recruitment Rate: Remove the level completely. FR-1: Add one step with a 5% increment. FR-2: Remove the first step and add one step with a 5% increment. FR-3 to FR-6: Increase the rate by 10%.
LI	LI-1 and LI-2: Remove the first two steps. LI-3 to LI-9: Remove the first step.
HP	HP-1 to HP-5: Remove the first two steps. HP-6 to HP-9: Remove the first four steps. All levels: Add two steps with 5% increments.
PR(S)	All levels: Remove the first four steps.

b. *Harmonization of increment size*

The Union proposes that, effective August 5, 2018, prior to applying an economic increase, the pay increment size for all levels in each classification be 5.0%.

III. Competitive economic increases

The Union proposes the following economic increases to all rates of pay for all bargaining unit employees:

Effective August 5, 2018 (after market adjustments and grids restructuring): 3.75%.

Effective August 5, 2019: 3.75%.

Effective August 5, 2020: 3.75%.

IV. Allowances

For reasons that will be presented to the Employer, the Union makes the following proposals with respect to allowances:

ALLOWANCE	ARTICLE	PROPOSAL
Long service pay	Appendix "A", FR 5.01	Convert the Long service pay to a percentage of an employee annual salary.
Refrigeration HVAC technician allowance	Appendix "B", GL Annex "N"	Various improvements.
Supplementary allowance	Appendix "F", LI Annex "B"	Increase the supplementary allowance for full-time station.
Dirty work allowance	Appendix "B", GL Appendix "G", SC	Various improvements.
Dirty work allowance	Appendix "C", GS Appendix "D", HP	New article when an employee is required to engage in dirty work.
Meal allowance	Appendix "G", SC 2.05	Increase the meal amount from ten dollars (\$10.00) a day to twenty dollars (\$20.00) a day.
Rescue specialist allowance	Appendix "G", SC Annex "G"	Increase the Rescue specialist allowance from one hundred and thirty-six dollars (\$136) a month to two hundred and seventy-five (\$275) dollars a month.
Fisheries enforcement allowance	Appendix "G", SC Annex "G"	Increase the Fisheries enforcement allowance from two-hundred and fifty dollars (\$250) a month to two hundred and seventy-five dollars (\$275) a month.
Armed boarding allowance	Appendix "G", SC Annex "G"	Increase the Armed boarding allowance from one hundred and fifty-eight dollars (\$158) a month to two hundred and seventy-five dollars (\$275) a month.
Diving duty allowance	Appendix "G", SC Annex "G"	Increase the Diving duty allowance from eight hundred and twenty-one dollars (\$821) a year to two thousand dollars (\$2000) a year.
Allowance for those trained in confined spaces and those part of the confined spaces rescue team.	NEW	The allowance shall be two hundred and seventy-five dollars (\$275) for each month the employee maintains the confined spaces certification and an additional two hundred and seventy-five dollars (\$275) for each month the employee maintains the confined spaces rescue training.

V.Duration of agreement

The Union proposes that the new collective agreement expire on August 4, 2021.

**Appendix A – (FR) Firefighter Appendix
Interpretation and definitions:**

- a. **“daily rate of pay”** means an employee’s annual rate of pay divided by the number of working days in his or her annual work schedule;
- b. **“hourly rate of pay”** means a full-time employee’s weekly rate of pay divided by forty-two (42), except that for an employee who is employed as a fire chief, deputy chief, fire prevention officer or a fire prevention inspector “hourly rate of pay” means that employee’s weekly rate of pay divided by thirty-seven decimal five (37.5);

*****(housekeeping)***

- c. ~~With respect to the application of clause 56.02, Personal leave and clause 46.01, Volunteer leave, for firefighters where the standard work week is forty-two (42) hours, the reference to a single period shall be “up to eight point four (8.4) hours”.~~

~~****Effective April 1, 2018, the preceding paragraph “c” is deleted from the collective agreement, and replaced with the following paragraph “c”:**~~

- c. With respect to the application of clause 56.02, Personal leave, for firefighters where the standard work week is forty-two (42) hours, employees shall be granted, in each fiscal year, sixteen decimal eight (16.8) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods “of eight decimal four (8.4) hours or four decimal two (4.2) hours each.”

NEW

- d. **“day”** means a twenty-four (24) hour period commencing at 0000 hours.

NEW

When an employee’s scheduled shift does not commence and end on the same day, such shift shall be deemed to have been entirely worked:

- e. on the day it commenced where half (1/2) or more of the hours worked fall on that day, or
- f. on the day it terminates where more than half (1/2) of the hours worked fall on that day.

Accordingly, the first (1st) day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift; and the second (2nd) day of rest will start immediately after midnight of the employee’s first (1st) day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.)

Long service pay

5.01 An employee who receives pay for at least eighty-four (84) hours for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning October 1 of each year, is entitled to be paid, in a lump sum, an amount related to the employee's period of service in the public service set out in the following table:

Period of service in the public service	Annual amount	Percentage of employee annual salary
5 to 9 years	\$740	1%
10 to 14 years	\$850	2%
15 to 19 years	\$980	3%
20 to 24 years	\$1,110	4%
25 to 29 years	\$1,240	5%
30 years or more	\$1,370	6%

Appendix B – (GL) General Labour and Trades Group specific provisions and rates of pay

Notwithstanding the general provisions of this collective agreement, the following specific provisions shall apply to employees performing duties in the General Labour and Trades Group.

Dirty work allowance

6.01 When an employee is required to come in physical contact with the pollutant while engaged in the cleaning up of **organic matter, chemical residue, pollutants of any amount** or oil spills, in excess of two hundred (200) litres which resulted from a marine disaster, mechanical failure, bunkering or fuel transfer operations, the employee shall receive, in addition to the appropriate rate of pay, an additional one-half (1/2) his straight-time rate for every fifteen (15) minute period, or part thereof, worked. All of the foregoing duties must have the prior approval of the Employer before work is commenced.

Height pay

7.01 An employee shall be paid a height pay allowance of **an additional one-half (1/2) their straight-time rate of pay for every fifteen (15) minute period, or part thereof, worked.** ~~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:~~

- a. on land-based towers where they are required to work thirty (30) feet or more above the ground;
- b. for installation or repair work thirty (30) feet above the ground, on the side of buildings, ships or structures where the method of support is by moveable platform ~~(excluding manlifts);~~

for repair work at a height of thirty (30) feet or more above the ground, on cranes where no scaffolding exists

Annex D - Pasture Managers (*housekeeping*)

- a. ~~_____ Pasture managers, pasture riders and range riders shall receive a horse allowance of one thousand two hundred and fifty dollars (\$1,250) per season, on a pro-rated basis, subject to the conditions that may have been determined by the Employer.~~
- b. Effective August 5, 2013, pasture managers, pasture riders and range riders shall receive a horse allowance of one thousand seven hundred and fifty dollars (\$1,750) per season, on a pro-rated basis, subject to the conditions that may have been determined by the Employer.

Annex E – special conditions applicable to Lockmasters, Bridgemen and Canalmen Operators

The following special conditions shall be applicable to employees engaged as lockmasters, bridgemen and canalmen **Operators** employed in the operation of the Canso canal.

2. Compensation and equalization of earnings

2.2

- (a) In order to equalize earnings over the year, an employee shall be paid eighty (80) hours for each two (2) week period when the employee is at work, or on approved leave with pay, subject to such adjustments as may be necessary during the last three (3) months of the fiscal year. All hours worked which are in excess of eighty (80) in a two (2) week period, shall be credited to the employee's compensatory leave account.

NEW

- (b) **For the purposes of (a) above, during the navigation season, all hours worked in excess of the greater of the scheduled navigation hours or eight (8) hours, shall be credited to the compensatory leave account at time and one-half; all hours worked in excess of eight (8) hours at time and one-half shall be credited at the double time rate;**
- (c) **For the purposes of (a) above, during the non-navigation season, all hours worked in excess of eight hours per day or on an employee's first day of rest shall be credited to the compensatory leave account at time and one-half; all hours worked in excess of sixteen hours per day or on the employee's second day of rest shall be credited at the double time rate.**

4. Standby and call call-back

4.4 Compensation for periods of standby and call-back as described in 4.1, 4.2 and 4.3 above shall be in cash, **except where, upon request of an employee, it may be credited to the employee's compensatory leave account.**

NEW

Operators shall be paid an additional thirty (30) mins per shift to allow for shift change-over communications, which shall be credited to their compensatory leave account.

Annex M – Apprenticeship program

The Union wishes to discuss the development and implementation of a recruitment strategy, with particular focus on attracting First Nations peoples to the program.

Annex "N": ~~GL-MAM~~, Building System Technician and Refrigeration HVAC Technicians

1. Effective on the date of signing of the collective agreement, in an effort to address recruitment and retention issues of the ~~GL-MAM~~ refrigeration HVAC technicians **and**

building systems technicians or equivalent in the Operational Services (SV) group.

The Employer will provide an annual terminable allowance of ~~eight thousand (\$8,000)~~ **ten thousand and five hundred dollars (\$10,500)** to workers in the **GL classification who have the skills and knowledge obtained from the completion of a provincial A/C Refrigeration Technician license or a building system technician certification or equivalent and perform refrigeration HVAC duties.**
~~MAM refrigeration HVAC technicians who have refrigeration and air conditioning mechanic certification and perform the duties of a GL-MAM refrigeration HVAC technician.~~

2. The parties agree that ~~GL-MAM refrigeration HVAC technicians~~ **workers as outlined above** shall be eligible to receive an annual “terminable allowance” subject to the following conditions:
 - i. An employee in a position outlined above shall be paid the terminable allowance for each calendar month for which the employee receives at least eighty (80) hours’ pay at the ~~GL-MAM~~ rates of pay of this appendix.
 - ii. The allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement.
 - iii. A part-time employee shall be entitled to the terminable allowance on a pro-rata basis.
 - iv. An employee shall not be entitled to the allowance for periods he is on leave without pay or under suspension.

Appendix C – (GS) General Services Group specific provisions and rates of pay

NEW

Dirty work allowance

7.01 01 When an employee is required to come in physical contact with the pollutant while engaged in the cleaning up of organic matter, chemical residue, pollutants of any amount, then the employee shall receive, in addition to the appropriate rate of pay, an additional one-half (1/2) his straight-time rate for every fifteen (15) minute period, or part thereof, worked. All of the foregoing duties must have the prior approval of the Employer before work is commenced.

Annex F – Apprenticeship program

The Union wishes to discuss the development and implementation of a recruitment strategy, with particular focus on attracting First Nations peoples to the program.

Appendix D – (HP) Heating and Power

Shift premium

5.01 An employee working on a ~~twelve (12) hour~~ shift schedule **with shifts in excess of eight (8) hours**, shall receive a shift premium of two dollars (\$2.00) per hour for all hours worked between 4 pm and 8 am. The shift premium will not be paid for hours worked between 8 am and 4 pm.

NEW

Dirty work allowance

6.01 When an employee is required to come in physical contact with the pollutant while engaged in the cleaning up of oil spills, in excess of two hundred (200) litres which resulted from a disaster, mechanical failure, bunkering or fuel transfer operations, or any amount of organic matter, chemical residue, or other pollutants, the employee shall receive, in addition to the appropriate rate of pay, an additional one-half (1/2) his straight-time rate for every fifteen (15) minute period, or part thereof, worked. All of the foregoing duties must have the prior approval of the Employer before work is commenced.

Appendix F – (LI) Lightkeepers Group specific provisions and rates of pay

Vacation leave

Accumulation of vacation leave

1.01 An employee who has earned at least two (2) weeks' pay during each calendar month of a vacation year shall earn credits at the following rates provided the employee has not earned credits in another bargaining unit with respect to the same month:

- a. **four (4) weeks** ~~three (3) weeks~~ per vacation year until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
- b. **four (4) weeks and two decimal eight (2.8) days** per vacation year commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- c. **four (4) weeks and two four decimal two (4.2) eight (2.8) days** per vacation year commencing with the month in which the employee's sixteen (16th) anniversary of service occurs;
- d. **five (5) weeks** ~~four (4) weeks and four decimal two (4.2) days~~ per vacation year commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- e. **five (5) and two decimal eight (2.8) weeks** per vacation year commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- f. **six (6) weeks** ~~five (5) weeks and two decimal eight (2.8) days~~ per vacation year commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- g. **seven (7)** ~~six (6)~~ weeks per vacation year commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

1.02 Vacation leave provided under clause 1.01 above which is in excess of the three (3) or four (4) weeks per vacation year respectively shall be granted on a pro rata basis during the vacation year in which the employee completes the required years of continuous employment.

1.03 An employee who has not received at least two (2) weeks' pay for each calendar month of a vacation year will earn vacation leave at one-twelfth (1/12th) of the applicable rate in clause 1.01 of this appendix for each calendar month for which the employee received at least two (2) weeks' pay.

1.04 When an employee becomes subject to this agreement, the employee's leave credits shall be recalculated in accordance with the leave credit formula applicable to the employee's altered work schedule.

NEW

1.05 Every employee who is proceeding on vacation leave of a minimum 2 weeks duration shall be granted, once in each fiscal year, in addition to his vacation leave, two days of travel time leave with pay for the time required for the journey out from and returning to the Lightstation, granted as one (1) day each way.

NEW

1.06 The Employer shall provide their response to an employee's vacation leave request in writing, within a maximum of thirty (30) days of the initial request. In the case of a denial, the reasons must be contained in the written response. The Employer shall provide an employee as much notice as is practicable and reasonable of any alteration or cancellation of approved vacation leave. Such notice shall be in writing and include the reasons.

Annex "B": adjustment in rates of pay

Supplementary allowance

- a. The following supplementary allowance shall be paid to each Lightkeeper:

Full-time station

1. in 1- and 2-man ~~person~~ **person** stations: ~~2,237~~ **3,000**
2. in 4-man ~~person~~ **person** stations: ~~4,917~~ **2,500**

Seasonal stations

Days of operations of lightstations

335 to 365	100% of applicable full-time allowance
305 to 334	95% of applicable full-time allowance
274 to 304	90% of applicable full-time allowance
244 to 273	85% of applicable full-time allowance
182 to 243	80% of applicable full-time allowance

- b. Where a Lightkeeper assigned to a seasonal lightstation is granted vacation leave or lieu days following the operational period of the lightstation, such period of leave or lieu days shall be added to the operational period of the lightstation in determining the supplementary allowance applicable to that Lightkeeper.

Annex "C": accommodation and services

The Employer wishes to confirm its intention of continuing the present practice of the Department of Fisheries and Oceans in regard to the provision of accommodation and services which are now provided to Lightkeepers.

1. Rotational lightstation food allowance

A Lightkeeper shall be entitled to an allowance of two hundred dollars (\$200) for each on-duty period that ~~he is~~ **they are** assigned to a rotational lightstation.

Appendix G – (SC) Ship’s Crew Group specific provisions and rates of pay

Meals and quarters

7.02 When an employee is working on a vessel on which meals and/or quarters normally provided as per clause 7.01 are not available, and the Employer does not provide alternative meals and/or quarters, an employee shall be entitled to:

- a. when the vessel is away from home port, reimbursement for actual and reasonable costs incurred for meals and/or lodging;
- b. when the vessel is in home port, ~~ten dollars and fifty cents (\$10.50) per day in lieu of meals and quarters for a regular working day of less than twelve (12) hours and eleven dollars and fifty cents (\$11.50)~~ **twenty (\$20) dollars** per day in lieu of meals and quarters for a regular working day of ~~twelve (12) hours or more.~~

7.03 When an employee is working on a vessel on which meals and/or quarters are not normally provided and the Employer does not provide alternative meals and/or quarters, the employee shall be entitled to:

- a. when the vessel is berthing for one (1) or more nights away from home port, reimbursement for actual and reasonable costs incurred for meals and/or lodging;
- b. ~~ten dollars and fifty cents (\$10.50) per day in lieu of meals and quarters for a regular working day of less than twelve (12) hours and eleven dollars and fifty cents (\$11.50)~~ **twenty (\$20) dollars** per day in lieu of meals and quarters for a regular working day of ~~twelve (12) hours or more.~~

Annex “G”: special allowances

Ships’ Crews with specialized training and qualifications shall receive the following allowance in accordance with the conditions set out for each allowance.

Rescue specialist allowance

An employee who completes the required training and becomes a Certified Rescue Specialist shall receive a monthly allowance of ~~one hundred and thirty six dollars (\$136)~~ **two hundred and seventy-five dollars (\$275)** for each month the employee maintains such certifications and is assigned to a sea going position where the employee may be required by the Employer to perform such duties.

Fisheries enforcement allowance

An employee who completes the required training in Fisheries Enforcement shall receive a monthly allowance of two hundred and ~~seventy-five fifty dollars (\$250)~~ **(\$275)** for each month the employee maintains such certifications and is assigned to a sea going position where the employee may be required by the Employer to participate in enforcement duties.

An employee who is directly engaged in operating (driving) the ship’s Rigid Hull Inflatable (RHI) for transportation of personnel engaged in Fisheries Enforcement activities, shall receive a daily allowance of fifteen dollars (\$15), when directly participating in this activity.

Armed boarding allowance

An employee, once qualified, shall be paid a monthly allowance **of two hundred and seventy-five dollars (\$275)** ~~one hundred and fifty eight dollars (\$158)~~ for each month the employee is assigned to a sea going position on selected Offshore Patrol Vessels of the Department of Fisheries and Oceans, which carry special armaments for the purpose of enforcement duties, where the employee may be required by the Employer to participate in armed boarding activity.

Diving duty allowance

A qualified employee who is required to perform diving duties and maintain diving equipment on vessels shall be entitled to receive an allowance of **two thousand dollars (\$2,000)** ~~eight hundred and twenty one dollars (\$821)~~ per year. This allowance shall be paid on the same basis as that for the employee’s regular pay.

NEW - Confined Space Allowance

1. An employee who completes the required training and maintains the confined spaces certification shall receive a monthly allowance of two hundred and seventy-five dollars (\$275) for each month the employee maintains such certifications.

2. In addition, an employee who completes the required training in confined spaces rescue, shall receive a monthly allowance of two hundred and seventy-five dollars (\$275) for each month the employee maintains such a position and may be required by the Employer to perform such duties.

General

1. Ships' Crew must maintain their qualifications on a continuing basis.
2. These allowances shall form part of pay.~~for the purpose of severance pay.~~

Annex "F": dirty work allowance

1. When an employee is required to:
 - a. clean or work in bilges and spaces below the bottom floor plates for periods in excess of fifteen (15) minutes.
or
 - b. clean boiler tubes or repair and maintain ships' sewage disposal tanks and associated piping, pumps and valves, or clean on top of boilers while steam pressure is being maintained, or clean inside water tanks, or clean inside oil tanks that have contained oil, or perform spray painting or sand blasting in void or confined areas, or work in the fire side of boiler furnaces combustion chambers or in air heater spaces.
or
 - c. come in physical contact with the pollutant while engaged in the cleaning up of oil spills in excess of two hundred (200) litres which resulted from a marine disaster, mechanical failure, bunkering or fuel transfer operations.
or
 - d. repair or maintain the ships' grey water system including holding tanks, associated piping pumps, and valves provided the employee is required to come into direct contact with the grey water. Cleaning of clogged drains shall not constitute dirty work.
 - e. engaged in the removal of organic matter on a vessel, dock area or navigational markers**
2. The employee shall receive, in addition to the appropriate rate of pay, an additional one-half (1/2) the employee's straight-time rate for every fifteen (15) minute period, or part thereof, worked.
3. All of the foregoing duties must have the prior approval of the Master before work is commenced.

NEW – Parking

All parking costs incurred by employees for the performance of their duties at sea shall be reimbursed by the Employer.

Internet Access

The Union wishes to discuss the availability of the Internet on vessels throughout journeys