



**EMPLOYER NON-MONETARY PROPOSALS
FOR THE
COMMON ISSUES TABLE FOR
THE PUBLIC SERVICE ALLIANCE OF CANADA**

**NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENTS
EXPIRING IN 2021:
EDUCATION AND LIBRARY SCIENCE (EB)
PROGRAM AND ADMINISTRATIVE SERVICES (PA)
OPERATIONAL SERVICES (SV)
TECHNICAL SERVICES (TC)**

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INTRODUCTION

With consideration to the safety and security of Canadians, as well as supporting the continuous improvement of service to Canadians, the Employer's negotiation objectives for this round of bargaining are to:

- preserve and enhance management authorities to continue to effectively and efficiently meet operational requirements;
- enhance flexibilities with regards to hours of work provisions;
- support pay administration simplification; and
- address departmental operating priorities.

The Government of Canada is committed to reaching collective agreements that are fair to employees, mindful of economic and fiscal context and reasonable for Canadians.

Without prejudice, attached are the Employer's initial proposals for the negotiation of the common issues for the 2021 round of collective bargaining for the renewal of four collective agreements between the Treasury Board with the Public Service Alliance of Canada (PSAC) (EB, PA, SV and TC). The parties have agreed that these provisions should not be discussed at specific bargaining tables. However, after discussion the parties may, by mutual agreement, refer any of these items to the specific tables for negotiations.

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 common table 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. **Those provisions or Memoranda of Understanding that have expired or are set to expire upon the signing of a new collective agreement shall not be renewed.**

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

The Employer reserves the right to discuss rates of pay and duration at a later time during the negotiation process.

INTERPRETATION AND DEFINITIONS

The Employer wishes to clarify current language:

“common-law partner” (conjoint de fait)
means a person ~~living~~ **cohabiting** in a conjugal relationship with an employee for a continuous period of at least one (1) year.

EB: Clause 2.01

PA: Clause 2.01

SV: Clause 2.01

TC: Clause 2.01

INFORMATION

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. **Employees of the bargaining unit will be given electronic access to the collective agreement. Where electronic access to the agreement is unavailable or impractical, an employee will be supplied with a printed copy of the agreement upon request.**

EB: Clause 11.02

PA: Clause 10.02

SV: Clause 10.02

TC: Clause 10.02

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

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 cumulative maximum period of 3 months per fiscal year**; the PSAC 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. **Clause 14.15 expires on the expiry of the collective agreement, or upon implementation of the Next Generation Human Resources and Pay system, whichever comes first.**

Note: The EB collective agreement refers to “the Alliance”, rather than “PSAC”.

EB: Clause 14.15

PA: Clause 14.15

SV: Clause 14.15

TC: Clause 14.15

DISCIPLINE

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, **exclusive of periods of leave without pay**, provided that no further disciplinary action has been recorded during this period.

EB: Clause 32.05

PA: Clause 17.05

SV: Clause 17.05

TC: Clause 17.05

TECHNOLOGICAL CHANGE

The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ~~one hundred and eighty (180)~~ **thirty (30)** days' written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

EB: Clause 50.04

PA: Clause 24.04

SV: Clause 24.04

TC: Clause 24.04

LEAVE, GENERAL

The Employer wishes to clarify current language:

An employee shall not earn **or be granted** leave credits under this agreement in any month **nor in any fiscal year** for which leave has already been credited **or granted** to him or her under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer **applicable to organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act.**

EB: Clause 21.08

PA: Clause 33.09

SV: Clause 36.08

TC: Clause 32.08

VACATION LEAVE WITH PAY

The Employer wishes to clarify current language:

34.02 For each calendar month in which an employee has earned at least seventy-five (75) hours' pay, the employee shall earn vacation leave credits at the rate of:

- a. nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
- b. twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- c. thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- d. fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- e. fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- f. sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- g. eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

....

34.03

- a.
 - i. For the purpose of clause 34.02 **and 34.18** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.
 - ii. For the purpose of clause 34.03(a)(i) only, effective April 1, 2012, on a go-forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on class B or C service, shall also be included in the calculation of vacation leave credits.

...

34.18

- a. An employee shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 34.03. **For clarity, employees shall be credited the leave described in 34.18(a) only once in their total period of employment in the public service.**
- b. The vacation leave credits provided in paragraph 34.18(a) above shall be excluded from the application of paragraph 34.11, dealing with the carry-over and/or liquidation of vacation leave.

Note: The references for each collective agreement will be adjusted appropriately:

EB: 20.03 a. For the purpose of clause 20.02 **and 20.17** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

PA: 34.03 a. i. For the purpose of clause 34.02 **and 34.18** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

SV: 37.03 a. i. For the purpose of clause 37.02, ~~and~~ 37.02.1 **and 37.02.2** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

TC: 38.02 h. For the purpose of this clause **and 38.15** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

EB: Paragraph 20.03(a)

PA: Paragraph 34.03(a)(i)

SV: Paragraph 37.03(a)(i)

TC: Paragraph 38.02(h)

VACATION LEAVE WITH PAY

Accumulation of Vacation Leave Credits

~~Notwithstanding paragraph (a) above, an employee who was a member of one of the bargaining units listed below on the date of signing of the relevant collective agreement or an employee who became a member of one of those bargaining units between the date of signing of the relevant collective agreement and May 31, 1990, shall retain, for the purposes of “service” and of establishing his or her vacation entitlement pursuant to this clause, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the public service is terminated.~~

Bargaining units	Dates of signing
AS, IS, PM	May 17, 1989
CM, CR, DA, OE, ST	May 19, 1989
WP	November 24, 1989

EB: Paragraph 20.03(c)

PA: Paragraph 34.03(b)

SV: Paragraph 37.03(b)

TC: Paragraph 38.02(j)

PARENTAL LEAVE WITHOUT PAY

The Employer wishes to clarify current language:

Special parental allowance for totally disabled employees

a. An employee who:

(...)

ii. has satisfied all of the other eligibility criteria specified in paragraph 40.02(a), other than those specified in sections (A) and (B) of subparagraph 40.02(a)(iii), shall be paid, in respect of each week of benefits under the **standard** parental allowance, **as specified under paragraphs 40.02 (c) to (k)**, not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD plan or through the *Government Employees Compensation Act*.

EB: Clause 22.05

PA: Clause 40.03

SV: Clause 43.03

TC: Clause 34.03

LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

Subject to operational requirements, an employee shall ~~shall~~ may 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 **twelve (12)** ~~three (3)~~ 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 continued service delivery;~~
- d. **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 leave request on or before April 15, and on or before September 15 for the winter leave period.**

EB: Paragraph 22.09(c)

PA: Clause 41.03

SV: Clause 44.03

TC: Clause 45.03

STATEMENT OF DUTIES

Upon written request, an employee shall be provided with an **official** ~~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.

EB: Clause 31.01

PA: Clause 56.01

SV: Clause 58.01

TC: Clause 57.01

MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM

~~The Employer further agrees to provide six hundred and fifty thousand dollars (\$650,000) to fund a pilot project to develop programs, materials, facilitator training and delivery of workshops tailored to the learning needs of occupational health and safety committees and representatives.~~

EB: Appendix H

PA: Appendix C

SV: Appendix J

TC: Appendix H

WORKFORCE ADJUSTMENT

The Employer wishes to discuss changes to the Appendix.

EB: Appendix B

PA: Appendix D

SV: Appendix I

TC: Appendix T

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

*The Employer wishes to discuss the Memorandum of Understanding with respect to
implementation of the collective agreements.*

EB: Appendix K

PA: Appendix F

SV: Appendix L

TC: Appendix S

LEAVE FOR UNION BUSINESS: COST RECOVERY**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA IN RESPECT TO LEAVE FOR UNION BUSINESS: COST RECOVERY**

This Memorandum of Understanding (MoU) is to give effect to an agreement reached between the Treasury Board (the Employer) and the Public Service Alliance of Canada (the Union) to implement a system of cost recovery for leave for union business.

The parties agree to this MoU as a direct result of current Phoenix pay system implementation concerns related to the administration of leave without pay for union business.

As per clause 14.15 of the EB, PA, TC and SV collective agreements, leave granted to an employee under clauses 14.02, 14.09, 14.10, 14.12 and 14.13 of the collective agreement will be with pay for a total cumulative maximum period of three (3) months per fiscal year.

This MOU confirms the terms established by joint agreement between the Employer and the Alliance are as follows:

- a) It is agreed that leave with pay granted under the above-noted clauses for Alliance business will be paid for by the Employer, pursuant to this MOU. The Alliance shall then compensate the Employer by remitting an amount equivalent to the actual gross salary paid for each person-day, in addition to which shall also be paid to the Employer by the Alliance an amount equal to six per cent (6%) of the actual gross salary paid for each person-day, which sum represents the Employer's contribution for the benefits the employee acquired at work.**
- b) On a bi-monthly basis and within 120 days of the end of the relevant period of leave, the hiring Department/Agency will invoice the Alliance or Component for the amount owed to them by virtue of this understanding. The amount of the gross salaries and the number of days of leave taken for each employee will be included in the statement.**
- c) The Alliance or Component agreed to reimburse the Department/Agency for the invoice within sixty (60) days of the date of the invoice.**

This Memorandum of Understanding expires on the expiry of the collective agreement, or upon implementation of the Next Generation Human Resources and Pay system, whichever comes first.

~~Memorandum of Agreement with Respect to Implementation of Union Leave~~

~~This memorandum is to give effect to an agreement reached between the Employer and the Public Service Alliance of Canada (the Union) to implement a system of cost recovery for leave for Union business.~~

The elements of the new system are as follows:

- ~~Recoverable paid leave for Union business for periods of up to 3 months of continuous leave per year;~~
- ~~Cost recovery will be based on actual salary costs during the leave period, to which a percentage of salary, agreed to by the parties, will be added;~~
- ~~The Employer will pay for all administration costs associated with the operation of this system.~~

~~The surcharge will be based on average expected costs incurred by the Employer for payroll taxes, pensions and supplementary benefits during the operation of the program as described above, calculated according to generally accepted practices.~~

~~Notwithstanding anything else in this agreement, and as an overarching principle, it will not include costs for benefits that would otherwise be paid by the Employer during an equivalent period of leave without pay. The consequences of the implementation of clause 14.15 will be cost neutral for the Employer in terms of compensation costs, and will confer neither a substantial financial benefit, nor a substantially increased cost, on the Employer.~~

~~A joint committee consisting of an equal number of Union and Employer representatives will be struck to resolve matters related to the implementation this new program, including, but not limited to, invoices, accounting and the manner of the transaction.~~

~~The Joint Committee's principal work will relate to:~~

- ~~Determining an appropriate surcharge in recognition of the considerations identified in this document;~~
- ~~Establishing processes and the Employer's reporting requirements ;~~
~~and~~
- ~~Other considerations associated with implementation.~~

~~If agreement cannot be reached on recovering costs against Union remittances, the Joint Committee will consider alternate means of cost recovery.~~

~~The Joint Committee will be struck and convened within by February 15, 2017, and will complete its work by October 16, 2017, with implementation to be completed by the earliest feasible date as determined by the committee.~~

~~In the event that the parties do not reach an agreement, the parties may seek the services of a mediator. Necessary consequential changes will be made to Article 14, effective January 1, 2018. The deadline for completion of work and implementation of this system may be extended by mutual consent of both parties to this agreement.~~

EB: Appendix L

PA: Appendix K

SV: Appendix N

TC: Appendix JJ

PAY SIMPLIFICATION – JOINT SUB-COMMITTEE

The Employer wishes to discuss pay simplification.

To support the success of the Next Generation Human Resources and Pay project, the Employer seeks to establish a joint sub-committee of the PSAC Common Table to discuss and identify collective agreement language that represents an obstacle to pay simplification with consideration to cost, consistency and operational requirements.

In turn, the sub-committee would present their findings to the Common Table for further discussion. The committee would not be a decision-making body.

This sub-committee would be co-led by the parties' negotiators and include representation from Shared Services Canada (in charge of the Next Generation Human Resources and Pay project), Public Services and Procurement Canada and key user departments.

The Employer proposes that the sub-committee be struck as soon as possible and meet off-cycle from the Common Table negotiations sessions.

The sub-committee would be expected to provide regular updates to both the Employer and the Bargaining Agent to facilitate discussions at the Common Table.

The sub-committee will focus its attention solely on collective agreement provisions that impact pay administration.

Individual costs incurred through the participation in this sub-committee will be borne by the respective party.

If PSAC is receptive to establishing a sub-committee the parties would establish a Terms of Reference.