



TREASURY BOARD NEGOTIATIONS 2021

Operational Services (SV)

Appendices and Pay Bargaining Proposals

January 20, 2022

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. Competitive economic increases and duration
3. Allowances
4. Other Monetary Proposals

1. Market Adjustments

In 2021, PSAC commissioned a labour market compensation comparability survey (the 'Pay Study'), conducted by Korn Ferry, for occupations within the SV group. The Pay Study contains wage and benefits data on 17 jobs that were matched to SV positions. In total, the Korn Ferry Pay Study reflects information they collected from 22 employers, covering just over 10,700 Canadian workers in jobs matched to SV jobs in the federal government.

The overall finding is that the results confirm a significant gap between compensation for SV positions and comparable jobs outside the federal public service. To eliminate the persisting wage 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	20.0%	GL-MOC	14.8%
GL-COI	14.8%	GL-MST	14.8%
GL-EIM	14.8%	GL-PCF	14.8%
GL-ELE	14.8%	GL-PRW	14.8%
GL-MAM	14.8%	GL-SMW	14.8%
GL-PIP	14.8%	GS	12.7%
GL-VHE	14.8%	HS ¹	12.7%
GL-WOW	14.8%	HP	20.3%
GL-AIM	14.8%	SC-DED	27.2%
GL-AMW	14.8%	SC-ERD	27.2%
GL-GHW	14.8%	SC-STD	27.2%
GL-INM	14.8%	SC-SPT	27.2%
GL-MAN	14.8%	LI	19.0%
GL-MDO	14.8%		

¹ A 1991 Pay Equity Tribunal decision ties wage adjustment of the HS group to that of the GS group.

2. Competitive Economic Increases

Effective August 5, 2021 (following the wage adjustments): 4.50%

Effective August 5, 2022: 4.50%

Effective August 5, 2023: 4.50%

(General Economic Increases are being negotiated at the Common Issues table)

Duration of Agreement

The Union proposes that the new collective agreement expire on **August 4, 2024**.

3. 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
Height Pay	Appendix "B", GL 7.01	Reduce the height requirement to access the allowance
Seagoing Allowance	Appendix "G", SC NEW	New allowance entitling employees \$800 per month in which they have spent two consecutive days at sea
Inmate Training Differential	Appendices "B", "C", and "D"	Reserve
Refrigeration HVAC	Appendix "B", Annex N, GL	Increase value & amend eligibility
SC quarter and meal	Appendix "G", SC	Employees placed on travel status as per NJC Travel Directive
Non-rotational Lightstation Service Allowance	Appendix "F", LI	New monthly allowance of \$352.35 for employees at non-rotational lightstations.
Lightkeeper - Supplementary Allowance	Appendix "F", LI	1. in 1- and 2-employee stations: \$2,800 2. in 4-employee stations: \$2,400
Dirty Work Allowance	Appendix "B", "C", "D",	Appendix B – Expand the scope Appendix C – NEW Appendix D – NEW

APPENDIX A
FIREFIGHTERS GROUP: SPECIFIC PROVISIONS AND RATES OF PAY

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	\$833	1%
10 to 14 years	\$956	2%
15 to 19 years	\$1103	3%
20 to 24 years	\$1,249	4%
25 to 29 years	\$1,395	5%
30 years or more	\$1,541	6%

Designated paid holidays

Clause 6.01 shall not apply and 32 shall apply to an employee who is employed as a fire chief, deputy chief, training officer, fire prevention officer or a fire prevention inspector.

6.01 Compensation for designated paid holidays

- a. The designated paid holidays in a fiscal year shall be anticipated to the end of the year and "lieu day" credits established. Each fiscal year shall be deemed to include **a number of designated paid holidays equivalent to the number in Article 32.** ~~eleven (11) designated paid holidays.~~
- b. Each employee shall select the method of lieu day compensation, which **they prefer** ~~he or she prefers~~. Such selection shall be made as of April 1, and shall remain valid for the following twelve (12) month period.
- c. The employee shall select one of the following methods of lieu day compensation:
 - i. payment;
 - ii. compensatory leave;
 - or
 - iii. combination of a payment and compensatory leave.

- d. The employee shall make such selection known to the Employer and in the manner required by the Employer.
- e. In the event the employee fails to make the selection referred to above, the method of compensation shall be determined by the Employer.
- f. An employee who has elected the compensatory leave method shall have **their** ~~his~~ lieu days scheduled in the fiscal year in which they are credited to **them** ~~him~~. In scheduling such lieu days the Employer shall, subject to the operational requirements of the service:
 - i. schedule an employee's lieu days on the dates requested when such a request is made in writing thirty (30) days in advance;
 - ii. schedule any remaining lieu days after consulting with the employee, if as of October 1 the Employer has been unable to accommodate an employee's request or no request has been filed; such schedule shall be subject to at least twenty-eight (28) days' advance notice;
 - iii. provide by mutual agreement lieu days requested on shorter notice, notwithstanding the above.
- g. Lieu days may be granted as an extension to vacation leave or as occasional days and shall be charged against the lieu day credits on the basis of one (1) shift for one (1) day.
- h. At the end of each fiscal year, the employee shall be paid for each unused lieu day at one and one half (1 1/2) times ~~his~~ **their** daily rate of pay.

APPENDIX B GENERAL LABOUR AND TRADES GROUP SPECIFIC PROVISIONS AND RATES OF PAY

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 **sewage and grey water, 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 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)~~ **ten (10)** feet or more above the ground;
- b. for installation or repair work ~~thirty (30)~~ **ten (10)** feet above the ground, on the side of buildings, ships or structures where the method of support is by moveable platform (excluding manlifts);
- c. for repair work at a height of ~~thirty (30)~~ **ten (10)** feet or more above the ground, ~~on cranes where no scaffolding exists.~~

Annex "E": special conditions applicable to Lockmasters, Bridgemastrs and Canal Operators

11. Shift and weekend premiums

- a. Shift premium

An employee working on shifts will receive a shift premium of ~~two dollars and twenty-five cents (\$2.25)~~ **five dollars (\$5.00)** per hour for all hours worked, including overtime hours, between 4 pm and 8 **12** am. ~~The shift premium will not be paid for hours worked between 8 am and 4 pm.~~

An employee working on shifts will receive a shift premium of eight dollars (\$8.00) per hour for all hours worked, including overtime hours, between 00:00 and 08:00.

b. Weekend premium

An employee working on shifts during the weekend will receive an additional premium of ~~two dollars (\$2.00)~~ **five dollars (\$5.00)** per hour for all hours worked, including overtime hours, on Saturday or Sunday.

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 the 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 and four hundred and eighty dollars (\$8,480)~~ **ten thousand and five hundred dollars (\$10,500)** to **workers in the GL classification who have the skills and knowledge obtained from completion of a provincial A/C Refrigeration Technician license or a building system technician certification or equivalent and perform refrigeration HVAC duties.** ~~GL-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
GENERAL SERVICES GROUP SPECIFIC PROVISIONS AND RATES OF
PAY

APPENDIX C

~~Dangerous goods~~

~~6.01 An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned the responsibility for packaging, and labelling of dangerous goods for shipping in accordance with the above act, shall receive a monthly allowance of seventy-five dollars (\$75) for each month where the employee maintains such certification.~~

(Strikeout being proposed in relation to Union proposal in Article 63)

NEW – Dirty Work Allowance

6.02 When an employee is required to come in physical contact with the pollutant while engaged in the cleaning up of sewage and grey water, chemical residue, pollutants of any amount, or oil spills which resulted from a 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.

APPENDIX D
HEATING, POWER AND STATIONARY PLANT GROUP SPECIFIC
PROVISIONS AND RATES OF PAY

Shift premium

- 5.01** An employee working on a twelve (12) **or ten (10)** hour shift schedule shall receive a shift premium of ~~two dollars and twenty-five cents (\$2.25)~~ **five dollars (\$5.00)** per hour for all hours worked between 4 pm and 8 **12** am. ~~The shift premium will not be paid for hours worked between 8 am and 4 pm.~~

An employee working on shifts will receive a shift premium of eight dollars (\$8.00) per hour for all hours worked, including overtime hours, between 00:00 and 08:00.

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 or fuel spills that are of an environmental concern, which resulted from a disaster, mechanical failure, bunkering or fuel transfer operations, or any amount of sewage and grey water, chemical residue, or other pollutants, the employee shall receive, in addition to the appropriate rate of pay, an additional one-half ($\frac{1}{2}$) of their straight-time rate for every fifteen (15) minute period, or part thereof, worked. All of the foregoing duties must have prior approval of the employer before work is commenced.

**APPENDIX F
LIGHTKEEPERS SPECIFIC
PROVISION AND RATES OF PAY**

Supplementary allowance

This allowance is in large part intended to compensate the Lightkeepers for loss of opportunity to earn additional monetary benefits such as overtime, call back and reporting pay, shift and weekend premiums and the like by reason of the 7-day week.

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

Full-time station

**

1. in 1- and 2-employee stations: \$2,~~800~~³⁷⁴

**

2. in 4-employee stations: \$2,~~400~~³²

NEW – Non-Rotational Lightstation Service Allowance

- a. **A Lightkeeper shall be entitled to a monthly allowance of three hundred and fifty-two dollars and thirty-five cents (\$352.35) for each month the employee is assigned to a non-rotational lightstation.**

**APPENDIX G
SHIPS' CREWS
PROVISION AND RATES OF PAY**

General administration

7. Meals and quarters

7.01

When an employee is working on a vessel which is equipped with a galley and quarters, the employee shall be entitled to receive meals and quarters, except as otherwise provided in clause 7.02.

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 **or in home port, the employee shall be put on travel status as per the National Joint Council Travel Directive.**
~~reimbursement for actual and reasonable costs incurred for meals and/or lodging;~~

- b. ~~when the vessel is in home port, thirteen dollars (\$13) per day in lieu of meals and quarters for a regular working day of less than twelve (12) hours and fourteen dollars (\$14) per day in lieu of meals and quarters for a regular working day of twelve (12) hours or more.~~

Annex "G": special allowances

NEW – Seagoing Allowance

All sea-going employees shall be entitled to an allowance of eight hundred dollars (\$800) per month in which they have spent at least two (2) consecutive days at sea.

4. Other Monetary Proposals

OTHER MONETARY PROPOSALS		
ISSUE	ARTICLE	PROPOSAL
Helicopter Work Premium	NEW	Premium equal to one times (1x) regular hourly rate of pay per day
Hours of Work	Article 25	Increase Shift Premium, amend eligibility
Shift premium	Article 27	Increase; and Removal of exclusions with exception of LI group.
Call Back Pay	Article 30	Remove 8-hour cap
Standby	Article 31	Increase compensation
Dangerous goods	Article 63 Appendix C	Increase value to \$150 and make it monthly for everyone rather than only for days they handle it. Make the Appendix C language apply to everyone
Certification fees	Article 64	Specify it applies to drivers' license, rename title of article
Pay admin	Article 67	Employer shall make OT and premium payments on first pay cheque after it's earned, instead of within 4 weeks after end of calendar month it's earned

NEW ARTICLE

HELICOPTER WORK PREMIUM

Employees required to work during helicopter operations shall receive a premium equal to one time (1x) their hourly rate in addition to their regular pay per day.

ARTICLE 25

HOURS OF WORK

25.01

Notwithstanding 25.01(d):

Effective August 5, 2011, employees occupying positions in the GS-~~FOS~~ subgroup, whose hours of work do not meet the definition of shift work in accordance with Article 25.01(d) and whose hours of work begin before 06:00 or end after 18:00, will be paid a premium of ~~two dollars and twenty five cents (\$2.25)~~ **five dollars (\$5.00)** per hour for each hour worked between 16:00 and 08:00.

ARTICLE 27

SHIFT AND WEEKEND PREMIUMS

Exclusions

This article does not apply to the LI group.

~~This article does not apply to the FR, LI and SC Groups.~~

Clause 27.01, Shift premium, does not apply to employees working hours of work not defined as a shift, covered by clause 25.02, Article 28 or clauses 1.02 and 1.03 of Appendix B; clauses 2.01 and 2.02 of Appendix C, clauses 2.03 and 2.04 of Appendix D, clauses 1.01 and 1.02 of Appendix E, and clause 1.01 of Appendix H.

27.01 Shift premium

An employee working on shifts will receive a shift premium of ~~two dollars and twenty-five cents (\$2.25)~~ **five dollars (\$5.00)** per hour for all hours worked, including overtime hours, between 4 pm and 8 **12** am. ~~The shift premium will not be paid for hours worked between 8 am and 4 pm.~~

An employee working on shifts will receive a shift premium of eight dollars (\$8.00) per hour for all hours worked, including overtime hours, between 00:00 and 08:00.

27.02 Weekend premium

- a. An employee working during the weekend will receive an additional premium of ~~two dollars (\$2.00)~~ **five dollars (\$5.00)** per hour, including overtime hours, for all hours worked on Saturday or Sunday.
- b. Paragraph (a) shall not apply to employees whose regular hours of work are scheduled from Monday to Friday.

ARTICLE 30
CALL-BACK PAY

30.01 If an employee is called back 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 paid the greater of:

- i. Compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period, 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 payment referred to in 30.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 65.06.

ARTICLE 31

STANDBY

Exclusions

This article does not apply to the FR, LI or SC Groups.

31.01

Where the Employer requires an employee to be available on standby during off-duty hours, such employee shall be compensated at the rate of one **(1)** ~~half (1/2)~~ for each four (4)-hour period or part thereof for which the employee has been designated as being on standby duty.

ARTICLE 63

DANGEROUS GOODS

Article 63: dangerous goods

Exception: ~~This does not apply to the GS group.~~

63.01 An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned the responsibility for packaging, ~~and labelling,~~ **handling, or transporting** of dangerous goods for shipping in accordance with the above act, shall receive a **monthly allowance of one hundred and fifty dollars (\$150) each month where the employee maintains such certification.** ~~daily allowance of three dollars and fifty cents (\$3.50) for each day they are required to package, and label dangerous goods for shipping, to a maximum of seventy-five dollars (\$75) in a month where the employee maintains such certification.~~

APPENDIX C

Dangerous goods

~~6.01 An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned the responsibility for packaging, and labelling of dangerous goods for shipping in accordance with the above act, shall receive a monthly allowance of seventy-five dollars (\$75) for each month where the employee maintains such certification.~~

ARTICLE 64

TRADE CERTIFICATION AND OTHER REQUIRED FEES

- 64.01 The Employer shall reimburse an employee for the payment of registration, licensing, **including drivers' licensing**, or certification fees to an organization, governing body or government agency when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.
- 64.02 Membership dues referred to in Article 11: check-off, of this agreement are specifically excluded as reimbursable fees under this article.

ARTICLE 67 PAY ADMINISTRATION

Pay administration

67.09 The Employer ~~will endeavour to~~ **shall** make payments for overtime and other premium payments within four (4) weeks **after it is earned.** ~~four (4) weeks following the end of the calendar month in which it is earned.~~