



**EMPLOYER NON-MONETARY PROPOSALS
FOR THE
PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP**

**NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON JUNE 20, 2021**

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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 a collective agreement that is fair to employees, mindful of economic and fiscal context and reasonable for Canadians.

Without prejudice, attached are the Employer initial non-monetary proposals for the negotiation of a single collective agreement covering employees who are members of the Program and Administrative Services (PA) bargaining unit.

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 agreement 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 pay notes at a later time during the negotiation process.

ADMINISTRATIVE CHANGES

The Employer proposes to replace incorrect reference to Article “46” with the correct reference of Article “47” in the collective agreement for the following paragraph:

ARTICLE 33 - LEAVE, GENERAL

33.01

d. Notwithstanding the above, in Article 4746: bereavement leave with pay, a “day” will mean a calendar day.

The Employer proposes to delete references to “each week” in the following provisions on maternity and parental allowances.

This applies to the following:

ARTICLE 38 - MATERNITY LEAVE WITHOUT PAY

38.02 Maternity allowance

- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for ~~each week of~~ the waiting period, less any other monies earned during this period,

(...)

- iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of her weekly rate of pay ~~for each week~~, less any other monies earned during this period.

ARTICLE 40 - PARENTAL LEAVE WITHOUT PAY

40.02 Parental allowance

Option 1 – Standard parental allowance

- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee on parental leave without pay as described in subparagraphs 40.01(a)(i) and (b)(i) has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for ~~each week of~~ the waiting period, less any other monies earned during this period;
 - (...)
 - v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, at ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) ~~for each week~~, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) for the same child;
 - vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) ~~for each week~~, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance

contained in subparagraphs 38.02(c)(iii) and 40.02(c)(v) for the same child;

ARTICLE 40 - PARENTAL LEAVE WITHOUT PAY

40.02 Parental allowance

Option 2 – Extended parental allowance

1. Parental allowance payments made in accordance with the SUB Plan will consist of the following:

(...)

- iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) ~~for each week~~, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) for the same child.
- iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) ~~for each week~~, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) for the same child;

ARTICLE 2 INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

"continuous employment" (*emploi continu*)

has the same meaning as specified in the *Directive on Terms and Conditions of Employment* ~~on the date of signing of this Agreement.~~

**VARIOUS ARTICLES
EXTRA DUTY WORK PERFORMED FROM A REMOTE LOCATION**

The Employer is proposing the following modifications to Article 28: Overtime, Article 29: Standby and Article 30: Designated Paid Holidays to distinguish between when an employee physically reports to the workplace versus when the employee works remotely from the employee's residence or at another place to which the Employer agrees.

This applies to the following:

ARTICLE 28: OVERTIME

28.05 Overtime compensation on a workday

Subject to paragraph 28.03(a):

- a. An employee who is required to work overtime on his or her scheduled workday is entitled to compensation at time and one half (1 1/2) for the first seven decimal five (7.5) consecutive hours of overtime worked and at double (2) time for all overtime hours worked in excess of seven decimal five (7.5) consecutive hours of overtime in any contiguous period.

Additional provision (WP)

In the case of an emergency as determined by the Employer, when an employee classified as WP is required to work more than twenty-four (24) consecutive hours, the employee shall be compensated at the rate of double (2) time for all hours continuously worked in excess of twenty-four (24) hours.

- b. If an employee is given instructions during the employee's workday to work overtime on that day and reports for work at a time which is not contiguous to the employee's scheduled hours of work, the employee shall be paid:
 - i. a minimum of two (2) hours' pay at straight-time rate or for actual overtime worked at the applicable overtime rate, whichever is the greater **when the employee has to physically report to the workplace;-**

or

- ii. **for actual overtime worked at the applicable overtime rate when, at the discretion of the Employer, the employee works at their residence or at another place to which the Employer agrees.**
- c. An employee who is called back to work after the employee has completed his or her work for the day and has **physically** left his or her place of work, and who **physically** returns to **the workplace** 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, which shall apply only the first time an employee performs work during an eight (8) hour period to a maximum of eight (8) hours' compensation in an eight (8) hour period;~~ Such maximum shall include any reporting pay pursuant to paragraph (b) or its alternate provision,
or
 - ii. compensation at the applicable overtime rate for actual overtime 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 subparagraph (c)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 64.05 or 64.06.

ARTICLE 28: OVERTIME

28.06 Overtime compensation on a day of rest

Subject to paragraph 28.03(a):

- c. When an employee is required to **physically** report ~~for~~ **to the workplace** and reports **to the workplace** on a day of rest, the employee shall be paid the greater of:

- i. compensation equivalent to three (3) hours' pay at the applicable overtime rate ~~for each reporting~~, **which shall apply only the first time an employee performs work during an eight (8) hour period to a maximum of eight (8) hours' compensation in an eight (8) hour period;**
or
 - ii. compensation at the applicable overtime rate.
- d. **An employee who is required to work on a day of rest may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid for the time actually worked at the applicable overtime rate;**
- e. ~~d.~~ The minimum payment referred to in subparagraph (c)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 64.05.

ARTICLE 28: OVERTIME

28.07 Call-back worked from a remote location

An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be ~~paid the greater of:~~

- ~~a. compensation compensated~~ 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 (8) hour period, starting when the employee first commences the work.~~

ARTICLE 28: OVERTIME

28.09 Meals

(...)

- d. Meal allowances under this clause shall not apply:
 - i. to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals;
 - or**
 - ii. **to an employee who has obtained authorization to work at the employee's residence or at another place to which the Employer agrees.**

ARTICLE 29: STANDBY

29.02

(...)

- d. An employee on standby who is required to **physically** report ~~for~~ **to the workplace** and reports **to the workplace** shall be compensated in accordance with clause **28.05(b)(i)**, 28.05(c) or 28.06(c) and is also eligible for reimbursement of transportation expenses in accordance with clause 28.10.
- e. **An employee on standby who is required to work may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be compensated in accordance with clause 28.07.**

ARTICLE 30: DESIGNATED PAID HOLIDAYS**30.09 Reporting for work on a designated holiday**

- a. When an employee is required to **physically** report ~~for to the~~ workplace and reports **to the workplace** on a designated holiday, 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 reporting~~, **which shall apply only the first time an employee performs work during an eight (8) hour period to a maximum of eight (8) hours' compensation in an eight (8) hour period; such maximum shall include any reporting pay pursuant to paragraph 28.05(c);

or**
 - ii. compensation in accordance with the provisions of clause 30.08.
- b. **An employee required to work on a designated holiday may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid for the time actually worked at the applicable overtime rate.**
- c. ~~b.~~ The minimum payment referred to in subparagraph (a)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 64.09 of this agreement.
- d. ~~e.~~ When an employee is required to **physically** report ~~for to the~~ workplace and reports **to the workplace** under the conditions described in paragraph (a) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
 - i. kilometric allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile, when the employee travels by means of his or her own automobile;

or

- ii. out-of-pocket expenses for other means of commercial transportation.

- e. ~~d.~~ Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

**VARIOUS ARTICLES
HOURS OF WORK – ENHANCED FLEXIBILITIES**

In the interest of supporting the continuous improvement of service to Canadians, the Employer wishes to discuss options to explore enhanced flexibilities with regards to the hours of work provisions, which may require consequential changes on other provisions, such as but not limited to overtime, call back, shift work, standby and travelling time.

**ARTICLE 17
DISCIPLINE**

The Employer wishes to discuss its obligations following the McNeil decision, with respect to keeping records of discipline beyond the 2-year limit, currently provided for in the PA collective agreement, in certain circumstances and for certain employees.

ARTICLE 25 HOURS OF WORK

Excluded Provisions

~~Clauses 25.13 to 25.23 inclusive, pertaining to shift work, do not apply to employees classified as IS.~~ In the case of employees classified as WP, ~~these~~ clauses **25.13 to 25.23 inclusive** apply only to employees of the Correctional Service of Canada who are employed in Community Correctional Centres and to those employed in higher security institutions in leisure, social, cultural or athletic activities as well as those who are providing Dialectical Behaviour Therapy (DBT).

ARTICLE 25 HOURS OF WORK

The Employer wishes to reduce the notification period for changing scheduled hours of work and shifts.

25.12

- a. An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 7 am and 6 pm, as provided in paragraph 25.06(b), and who has not received at least ~~seven (7) days'~~ **forty-eight (48) hours'** notice in advance of the starting time of such change shall be paid for the first (1st) day or shift worked subsequent to such change at the rate of time and one half (1 1/2) for the first seven decimal five (7.5) hours and double (2) time thereafter. Subsequent days or shifts worked on the revised hours shall be paid for at straight-time rate, subject to Article 28: overtime.

25.20

- a. An employee who is required to change his or her scheduled shift without receiving at least ~~seven (7) days'~~ **forty-eight (48) hours'** notice in advance of the starting time of such change in his or her schedule shall be paid for the first (1st) shift worked on the revised schedule at the rate of time and one-half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) times thereafter. Subsequent shifts worked on the revised schedule shall be paid at the straight-time rate, subject to Article 28, Overtime.

ARTICLE 27
SHIFT AND WEEKEND PREMIUMS

27.02 Weekend premium

- a. An employee working shifts during a weekend will receive an additional premium of two dollars (\$2) per hour for all **regularly scheduled** hours worked, ~~including overtime hours~~, on Saturday and/or Sunday.
- b. Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

ARTICLE 28 OVERTIME

28.06 Overtime compensation on a day of rest

Subject to paragraph 28.03(a):

- a. An employee who is required to work on a ~~first~~(1st) day of rest is entitled to compensation at time and one half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter.
- b. An employee who is required to work on a second (2nd) or subsequent day of rest is entitled to compensation at double (2) time, **provided that the employee also worked on the first (1st) day of rest** (second or subsequent day of rest means the second (2nd), or subsequent day, in an unbroken series of consecutive and contiguous calendar days of rest).

**ARTICLE 59
CALL CENTRE EMPLOYEES**

59.01 Employees working in call centres shall be provided five (5) consecutive minutes not on a call for each hour not interrupted by a regular break or meal period.

59.02

- a. All call centre employees shall be provided the opportunity to participate in at least one (1) day of facilitated training on crisis intervention. In addition, new employees will also receive facilitated training on coping skills upon initial hire.
- b. All call centre employees shall be provided the opportunity to participate in a minimum of two (2) days of training annually on matters related to working in a call centre, such as training to reinforce coping skills.

59.03 Call monitoring is intended to improve performance by providing guidance and feedback to the employee and ~~shall not be used for disciplinary purposes~~ **shall not be undertaken for disciplinary purposes but does not preclude management from using it when misconduct has occurred during a call.**

59.04 Coaching and development feedback resulting from call monitoring shall be provided in a timely and meaningful fashion.

ARTICLE 61 CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

~~The following allowance replaces the former Penological Factor Allowance (PFA) and the Offender Supervision Allowance (OSA). The parties agree that only incumbents of positions deemed eligible and/or receiving PFA or OSA as of signing of this collective agreement, and employees who work within community parole offices who support the conditional release of offenders, shall receive the Correctional Service Specific Duty Allowance (CSSDA), subject to the criteria outlined below.~~

61.01 The **Correctional Service Specific Duty Allowance (CSSDA)** shall be payable to incumbents of specific positions in the bargaining unit within **the** Correctional Service of Canada (**CSC**). The Allowance provides additional compensation to an incumbent of a position who performs certain duties or responsibilities specific to ~~CSC Correctional Service of Canada~~ (that is, custody of inmates, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders) within penitentiaries or community parole offices as defined in the *Corrections and Conditional Release Act*, and/or CSC Commissioner Directives. **The CSSDA is not payable to incumbents of positions located within Correctional Learning and Development Centres, Regional Headquarters, National Headquarters, and CORCAN establishments that do not meet the definition of penitentiary as defined in the *Corrections and Conditional Release Act* and/or CSC Commissioner Directives.**

61.02 The **value of the** CSSDA shall be two thousand dollars (\$2,000) annually ~~and paid on a biweekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month.~~ **Except as prescribed in clause 61.04 below, this allowance shall be paid on a biweekly basis for any month in which an employee performs the duties for a minimum period of ten (10) days in a position to which the CSSDA applies.**

**APPENDIX B
MEMORANDUM OF AGREEMENT RESPECTING SESSIONAL LEAVE
FOR CERTAIN EMPLOYEES OF THE TRANSLATION BUREAU**

The Employer proposes to delete Appendix B and consequential provisions:

- Article 2, Interpretation and definitions, Excluded provision:

~~Excluded provision~~

~~The definition of overtime does not apply to certain employees of the Translation Bureau (Appendix B).~~

- Article 25, Hours of work, Alternate provisions, paragraph i.:

~~i. — This article does not apply to certain employees classified as ST, CR and AS (see provisions of Appendix B).~~

- Clause 28.02, Overtime, Alternate provisions:

~~Alternate provisions~~

~~**28.02** This article does not apply to certain employees classified as ST, CR or AS (see provisions of Appendix B).~~

- Clause 30.01, Designated paid holidays, Excluded provisions

~~30.01 Excluded provisions~~

~~Certain employees classified as ST, CR and AS (see Appendix B) are excluded from clauses 30.06 to 30.09.~~

(Renumber accordingly)

APPENDIX E
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY
BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF
CANADA WITH RESPECT TO A JOINT STUDY ON THE WORK
ENVIRONMENT FOR EMPLOYEES WORKING IN CALL CENTRES

The Employer wishes to discuss this Appendix.

APPENDIX G
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY
BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF
CANADA WITH RESPECT TO OCCUPATIONAL GROUP STRUCTURE
REVIEW AND CLASSIFICATION REFORM

The Employer wishes to discuss this Appendix.

APPENDIX I
LETTER OF UNDERSTANDING BETWEEN THE TREASURY BOARD
AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT
TO THE TRANSFORMATION OF PAY ADMINISTRATION INITIATIVE

Delete.

**APPENDIX R
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY
BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF
CANADA WITH RESPECT TO A JOINT STUDY ON SUPPORT
MECHANISMS FOR EMPLOYEES**

The Employer wishes to discuss this Appendix.

COMMON TABLE PROPOSALS

The Employer wishes to discuss the following at the common table:

1. Interpretation and Definitions (Definition of “common-law partner”)
2. Information (Electronic collective agreement)
3. Leave With or Without Pay for Alliance Business
4. Discipline
5. Technological Change
6. Leave, General
7. Vacation Leave with Pay (One-time vacation leave entitlement)
8. Vacation Leave with Pay (Accumulation of vacation leave credits)
9. Parental Leave Without Pay (Special parental allowance for totally disabled employees)
10. Leave Without Pay for the Care of Family
11. Statement of Duties
12. Memorandum of Understanding with Respect to a Joint Learning Program
13. Workforce Adjustment
14. Memorandum of Understanding with Respect to Implementation of the Collective Agreement
15. Leave for Union Business: Cost Recovery
16. Pay Simplification – Joint Sub-Committee

After discussion, the parties may by mutual agreement, refer any of these items to the specific tables for negotiations.