



Treasury Board of Canada
Secretariat

Secrétariat du Conseil du Trésor
du Canada

EMPLOYER PROPOSALS

FOR THE

ARCHITECTURE, ENGINEERING AND

LAND SURVEY (NR) GROUP

NEGOTIATIONS FOR THE RENEWAL

OF THE COLLECTIVE AGREEMENT

EXPIRING ON SEPTEMBER 30, 2018

January 2019

Canada

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INTRODUCTION

The Employer's negotiation objectives for this round of bargaining are to reduce the pay administration burden, provide economic increases that are fair for workers and taxpayers, address departmental operating priorities and support the effective management of the Public Service. Such an approach will contribute to an engaged and qualified workforce that delivers results for Canadians.

The Employer agrees to abide by the principles outlined in the Collective Bargaining Protocol Agreement reached with the Professional Institute of the Public Service of Canada.

Without prejudice, attached are the Employer proposals for the negotiation of a single collective agreement covering employees who are members of the Architecture, Engineering and Land Survey bargaining unit.

The Employer reserves the right to present other proposals in negotiations, revised proposals, as well as counter-proposals with respect to demands from the bargaining agent.

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.

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

The Employer reserves the right to table monetary proposals at a later time during the negotiation process.

GENERAL

The Employer proposes to:

- simplify, consolidate and standardize where appropriate;
- review and amend, as necessary, the collective agreement in relation to recent legislative changes, or any other required administrative changes in terminology;
- discuss Pay Administration issues and simplification, including an extension to the implementation period;
- incorporate common table agreements as part of the NR collective agreement.

REFERENCES TO “CASH” (English only)**APPENDIX E - WORKFORCE ADJUSTMENT****Definitions**

Transition Support Measure (*mesure de soutien à la transition*) – is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The Transition Support Measure is a **cash-lump sum** payment based on the employee’s years of service in the Core Public Administration, as per Annex B.

6.4.1

- (b) Transition Support Measure (TSM) is a **cash-lump sum** payment, based on the employee’s years of service in the public service (see Annex B) made to an opting employee. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay

ADMINISTRATIVE CHANGES

*Replace all references to the Public Service Labour Relations Board / Public Service Labour Relations and Employment Board with references to the **Federal Public Sector Labour Relations and Employment Board (FPSLREB)**.*

*Replace all references to the Public Service Staff Relations Act / Public Service Labour Relations Act with references to the **Federal Public Sector Labour Relations Act (FPSLRA)**.*

This applies to the following clauses:

ARTICLE 2 – INTERPRETATION AND DEFINITIONS**2.01**

“employee”

means a person so defined by the **Federal Public Service Sector** Labour Relations Act and who is a member of the bargaining unit (« employé »);

2.02 Except as otherwise provided in this agreement, expressions used in this agreement,

- a. if defined in the **Federal Public Service Sector** Labour Relations Act, have the same meaning as given to them in the **Federal Public Service Sector** Labour Relations Act,
and
- b. if defined in the Interpretation Act, but not defined in the **Federal Public Service Sector** Labour Relations Act, have the same meaning as given to them in the Interpretation Act.

ARTICLE 17 – OTHER LEAVE WITH OR WITHOUT PAY**17.04 Maternity allowance**

a. (iii) (C) ... However, an employee whose specified period of employment expired and who is rehired in any portion of the core public administration as specified in the **Federal Public Service Sector** Labour Relations Act within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

17.07 Parental allowance

a. (iii) (C) ... However, an employee whose specified period of employment expired and who is rehired in any portion of the core public administration as specified in the **Federal Public Service Sector** Labour Relations Act within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

ARTICLE 26: RECOGNITION

26.02 The Employer recognizes that it is a proper function and a right of the Institute to bargain with a view to arriving at a collective agreement and the Employer and the Institute agree to bargain in good faith, in accordance with the provisions of the **Federal Public Service Sector** Labour Relations Act.

ARTICLE 27: UNION DUES

27.05 No employee organization, as defined in section 2 of the **Federal Public Service Sector** Labour Relations Act, other than the Institute, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

ARTICLE 31 - LEAVE FOR LABOUR RELATIONS MATTERS

31.01 Federal Public Service Sector Labour Relations and Employment Board Hearings
Complaints made to the Federal Public Service Sector Labour Relations and Employment Board pursuant to subsection 190(1) of the Federal Public Service Sector Labour Relations Act (FPSLRA)

Where operational requirements permit, in cases of complaints made to the **Federal Public Service Sector** Labour Relations and Employment Board pursuant to section 190(1) of the **FPSLRA** alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the **PSLRA FPSLRA**, the Employer will grant leave with pay:

- a. to an employee who makes a complaint before the **Federal Public Service Sector** Labour Relations and Employment Board,

31.03 Employee called as a witness

The Employer will grant leave with pay:

- a. to an employee called as a witness by the **Federal Public Service Sector** Labour Relations and Employment Board,

ARTICLE 33: ILLEGAL STRIKES

33.01 The **Federal Public Service Sector** Labour Relations Act provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including termination of employment, for participation in an illegal strike as defined in the **Federal Public Service Sector** Labour Relations Act.

ARTICLE 35: GRIEVANCE PROCEDURE**35.02 Individual grievances**

Subject to and as provided in section 208 of the **Federal Public Service Sector** Labour Relations Act, an employee may present an individual grievance to the Employer if he or she feels aggrieved:

35.03 Group grievances

Subject to and as provided in section 215 of the **Federal Public Service Sector** Labour Relations Act,

35.04 Policy grievances

Subject to and as provided in section 220 of the **Federal Public Service Sector** Labour Relations Act,

35.08 Subject to and as provided for in the **Federal Public Service Sector** Labour Relations Act,

35.16 Where a grievance has been presented up to and including the final step in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final step in the grievance process is final and binding and no further action may be taken under the **Federal Public Service Sector** Labour Relations Act.

35.24 ... and the grievance has not been resolved, it may be referred to adjudication in accordance with the provisions of the **Federal Public Service Sector** Labour Relations Act and Regulations.

35.26 Expedited adjudication

The parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

The Professional Institute of the Public Service of Canada and the Treasury Board Secretariat agree to establish a process of expedited adjudication, which may be reviewed at any time by the parties and the **Federal Public Service Sector** Labour Relations and Employment Board (~~PSLREB~~ **FPSLREB**). The framework is set out below.

- c. When the parties agree that a particular grievance will proceed through expedited adjudication, the Institute will submit to the ~~PSLREB~~ **FPSLREB** the consent form signed by the grievor or the bargaining agent.
- d. The parties may proceed with or without an agreed statement of facts. When the parties arrive at an agreed statement of facts it will be submitted to the ~~PSLREB~~ **FPSLREB** or to the adjudicator at least forty-eight (48) hours prior to the start of the hearing.
- e. No witnesses will testify.
- f. The adjudicator will be appointed by the ~~PSLREB~~ **FPSLREB** from among any of the members of the chairperson group, or any of its members who have had at least two (2) years experience as a member of the Board.
- g. Each expedited adjudication session will take place in Ottawa unless the parties and the ~~PSLREB~~ **FPSLREB** agree otherwise. The cases will be scheduled jointly by the parties and the ~~PSLREB~~ **FPSLREB**, and will appear on the ~~PSLREB~~ **FPSLREB** hearing schedule.

ARTICLE 36: NATIONAL JOINT COUNCIL AGREEMENTS

36.01 Agreements concluded by the National Joint Council (NJC) of the public service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, will form part of this collective agreement, subject to the **Federal Public Service Sector** Labour Relations Act (~~PSLRA~~ **FPSLRA**) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in section 113(b) of the ~~PSLRA~~ **FPSLRA**.

36.02 The NJC items which may be included in a collective agreement are those items which parties to the NJC agreements have designated as such or upon which the Chairperson of the **Federal Public Service Sector** Labour Relations and Employment Board has made a ruling pursuant to paragraph (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

ARTICLE 40: PART-TIME EMPLOYEES

Definition

40.01 Part-time employee means a person whose normal scheduled hours of work are less than thirty-seven decimal five (37.5) hours per week, but not less than those prescribed in the **Federal Public Service Sector** Labour Relations Act.

GENERAL

Pay Simplification

The Employer wishes to discuss options to standardize and simplify certain terms and conditions of employment to lessen the burden on pay administration, where the associated cost is reasonable and recoding/impact on pay system is minimal.

Various Articles

COMPENSATORY LEAVE - VARIOUS ARTICLES**ARTICLE 9 - OVERTIME**

9.06 Upon application by the employee and at the discretion of the Employer, **or at the request of the Employer and the concurrence of the employee**, compensation earned under this article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this article. Compensatory leave earned in a fiscal year and outstanding on December 31 of the next following fiscal year shall be paid at the employee's hourly rate of pay on December 31.

ARTICLE 10 - CALL-BACK

10.02 Upon application by the employee and at the discretion of the Employer, **or at the request of the Employer and the concurrence of the employee**, compensation earned under this article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this article. Compensatory leave earned in a fiscal year and outstanding on December 31 of the next following fiscal year shall be paid at the employee's hourly rate of pay on December 31.

ARTICLE 13 - TRAVELLING TIME

13.04 Upon application by the employee and at the discretion of the Employer, **or at the request of the Employer and the concurrence of the employee**, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year and outstanding on December 31 of the next following fiscal year shall be paid at the employee's hourly rate of pay on December 31 on the next following fiscal year.

REFERENCE TO FORMER REGULATION

APPENDIX D – MEMORANDUM OF UNDERSTANDING: RED CIRCLING

General

1. This Memorandum of Understanding sets out conditions of employment respecting pay upon reclassification for all employees whose bargaining agent is the Professional Institute of the Public Service of Canada.
2. This Memorandum of Understanding shall remain in effect until amended or cancelled by mutual consent of the parties.
3. This Memorandum of Understanding supersedes the ~~Regulations respecting Pay on Reclassification or Conversion~~ **Directive on Terms and Conditions of Employment** where the ~~Regulations Directive~~ **are is** inconsistent with the Memorandum of Understanding.

**ARTICLE 8
HOURS OF WORK**

Shift Work

8.16

- a. If an employee is given less than ~~seventy-two (72)~~ **forty-eight (48)** hours' advance notice of a change in the employee's shift schedule, the employee will receive compensation at the rate of time and one half (1 1/2) for work performed on the first shift changed. Subsequent shifts worked on the changed schedule shall be paid for at straight time and every effort shall be made by the Employer to ensure that scheduled days of rest on the changed schedule are maintained.

**ARTICLE 10
CALL-BACK****10.01** 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 the employee's work for the day and has left the employee's place of work, and returns to **the workplace**, the employee shall be paid the greater of:
 - i. the minimum of three (3) hours' pay at the applicable overtime rate of pay **except that this minimum shall only apply once during a single period of eight (8) hours, starting when the employee first commences the work, for each call-back to a maximum of eight (8) hours' pay in an eight (8) hour period,**
or
 - ii. compensation at the applicable **overtime** rate ~~of for actual~~ overtime ~~compensation for time~~-worked,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

**ARTICLE 10
CALL-BACK**

10.02 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 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.**

Renumber accordingly.

**ARTICLE 15
VACATION LEAVE**

Entitlement to Vacation Leave With Pay

15.04 An employee is entitled to vacation leave with pay to the extent of earned credits but an employee who has completed six (6) months of continuous **employment service** is entitled to receive an advance of credits equivalent to the anticipated credits for the current vacation year.

**ARTICLE 15
VACATION LEAVE**

Provision for vacation leave

15.05

- a. Employees are expected to take all their vacation leave during the vacation year in which it is earned.**

- b.** In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:
 - a-** **i.** to provide an employee's vacation leave in an amount and at such time as the employee may request;
 - b-** **ii.** not to recall an employee to duty after the employee has proceeded on vacation leave.

ARTICLE 17
OTHER LEAVE WITH OR WITHOUT PAY

17.17 Volunteer leave

~~Effective on April 1, 2018, Clause 17.17, Volunteer leave, is deleted from the collective agreement.~~

- ~~a. Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours or two periods of up to three decimal seven five (3.75) hours each of leave with pay to work as a volunteer for a charitable or community organisation or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.~~
- ~~b. The leave will be scheduled at a time convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.~~

Renumber accordingly.

17.2019 Other leave with pay

- a. At its discretion, the Employer may grant leave with pay for purposes other than those specified in this agreement, including military or civil defence training, emergencies affecting the community or place of work, and when circumstances not directly attributable to the employee prevent the employee reporting for duty.
- ~~b. **Personal leave**~~
 - ~~i. Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours or two (2) periods of up to three decimal seven five (3.75) hours each of leave with pay for reasons of a personal nature.~~
 - ~~ii. The leave will be scheduled at a time convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.~~

~~Effective on April 1, 2018, Clause 17.20b) is amended to reflect the following:~~

- b. Personal leave**
 - i. Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, up to fifteen (15) hours of leave with pay for

reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.

- ii. The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

ARTICLE 18
CAREER DEVELOPMENT

18.02 Education Leave

- a. An employee on Education Leave without pay under this clause ~~shall~~ **may** receive an allowance in lieu of salary of up to one hundred per cent (100%) of the employee's basic salary. The percentage of the allowance is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

ARTICLE 20
STATEMENT OF DUTIES

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

**ARTICLE 29
INFORMATION**

29.02 The Employer agrees to supply each employee with a copy of the collective agreement and any amendments thereto. For the purposes of satisfying the Employer's obligations under this clause, employees may be given electronic access to this agreement provided that the Employer advises each employee that the agreement is available electronically and how it can be accessed. **Where electronic access is unavailable, ~~On request,~~ upon request**, the employee shall be supplied with a printed copy of this collective agreement.

ARTICLE 38
STANDARDS OF DISCIPLINE

38.04 Notice of 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.

ARTICLE 48
DURATION

48.01 The duration of this Collective Agreement shall be from the date it is signed to September 30, ~~2018~~[2022](#).

COMMON TABLE PROPOSALS

The Employer proposes to discuss the following articles at the common table:

1. Rates of Pay
2. Duration
3. Retroactivity
4. Implementation Period
5. Pay Simplification
6. Employee Wellness Plan
7. Workforce Adjustment
8. Union Dues
9. Deeming
10. Leave – Union Business (Cost Recovery)
11. Maternity Allowance
12. Parental Allowance
13. Leave Without Pay for the Care of Family

After the parties' discussion, any of these items may come back to the NR table for negotiations.