



Treasury Board of Canada
Secrétariat

Secrétariat du Conseil du Trésor
du Canada

**EMPLOYER PROPOSALS
FOR THE
FINANCIAL MANAGEMENT (FI) GROUP**

**FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON NOVEMBER 6, 2014**

September 25, 2014

Canada

INTRODUCTION

The Employer's objectives for this round of bargaining are to advance the government's human resources modernization agenda by implementing a new disability and sick leave management system, by providing salary increases which respect the government's fiscal restraint, and by setting the duration of the collective agreement in order to provide financial predictability.

Such an approach is fair for taxpayers and public servants, and will contribute to a healthier, more productive workforce.

Without prejudice, attached are the Employer proposals for the Financial Management group.

Until both parties sign a memorandum of settlement for a new agreement, the Employer reserves the right to present other proposals as well as counter proposals with respect to specific union demands. Also, the Employer proposes that articles of the agreement which are not ultimately dealt with as proposals by the parties shall be renewed with 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 "~~—~~".

MEMBERS OF THE EMPLOYER TEAM

Nathalie Dallaire, Public Works and Government Services Canada (PWGSC)

Stephann-Bach Pelletier, PWGSC

Michel Racine, Employment and Social Development Canada

Aude Manzagol, Department of National Defence (DND)

Jennifer Pender, Treasury Board Secretariat (TBS)

Karine Renoux, negotiator and spokesperson, TBS

GENERAL

The Employer proposes to:

1. simplify, consolidate and standardize where appropriate, and proposes the deletion of obsolete provisions
2. review and amend, as necessary, the collective agreement in relation to recent legislative changes, or any other required administrative changes in terminology;
3. discuss Pay Administration issues, including retroactivity;
4. delete references to the word “cash” and replace with the appropriate term

ARTICLE 8
CHECK-OFF

8.06 The amounts deducted in accordance with clause 8.01 shall be remitted to the Treasurer of the Association ~~by cheque~~ within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

ARTICLE 16

NATIONAL JOINT PROFESSIONAL DEVELOPMENT COMMITTEE

The Employer wishes to discuss.

ARTICLE 19

OVERTIME

19.10

- (a) When an employee is required to report for work and reports under the conditions described in clauses 19.03 and 19.09, 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) ~~mileage allowance~~ at the **kilometric** rate normally paid to an employee when authorized by the Employer to use the employee's automobile when the employee travels by means of the employee's own automobile,

ARTICLE 20
CALL-BACK PAY

20.02 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, over an eight (8)-hour period which starts the first time an employee commences work, the employee shall be paid the greater of:

- (a) compensation at the applicable overtime rate for all accumulated time worked within the eight (8)-hour period,

or

- (b) compensation equivalent to one (1) hour's pay at the straight-time rate **except that this minimum shall only apply once during a single eight (8) hour period, starting when the employee first commences the work.**

ARTICLE 22

DESIGNATED PAID HOLIDAYS

22.01 Subject to clause 22.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first (1st) Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

For greater certainty, the value of a Designated Paid Holiday, for a full-time employee is seven decimal five (7.5) hours.

ARTICLE 22**DESIGNATED PAID HOLIDAYS****22.08**

- (a) When an employee is required to report for work, reports on a designated holiday 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) ~~mileage allowance~~ at the **kilometric** rate normally paid to an employee when authorized by the Employer to use the employee's automobile when the employee travels by means of the employee's own automobile,

ARTICLE 24

TRAVELLING TIME

- 24.04** If an employee is required to travel as set forth in clauses 24.02 and 24.03:
- (a) on a normal working day on which the employee travels but does not work, the employee shall receive the employee regular pay for the day;
 - (b) on a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) the employee's regular pay for the day for a combined period of travel and work not exceeding the employee's regular scheduled working hours,

and
 - (ii) at the applicable overtime rate for additional travel time in excess of the employee's regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate of pay;
 - (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the straight-time rate of pay.
 - (d) For the purpose of clauses 24.04 (b) and (c), should a period of work and travel continue into the next day, the employee's total travel period will be deemed to have taken place on the day it started.**

ARTICLE 25
SEVERANCE PAY

The Employer wishes to discuss the required housekeeping due to the deletion of voluntary severance.

ARTICLE 29

VACATION LEAVE WITH PAY

29.02 Accumulation of Vacation Leave Credits

An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least seventy-five (75) hours:

- (a) nine decimal three seven five (9.375) hours, until the month in which the anniversary of the employee's ~~fifth (5th)~~ **eighth (8th)** year of service occurs;
- (b) twelve decimal five (12.5) hours, commencing with the month in which the employee's ~~fifth (5th)~~ **eighth (8th)** anniversary of service occurs;
- (c) thirteen point seven five (13.75) hours, commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- (d) fourteen decimal three seven five (14.375) 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;
- (h) for the purpose of clause 29.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one (1) year following the date of lay-off;
- (i) for the purposes of paragraph (h) 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, once verifiable evidence of such service has been provided in a manner acceptable to the Employer.

29.03 Entitlement to Vacation Leave With Pay

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

Scheduling of Vacation Leave With Pay

29.04

- (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, **earned and carried over**, but shall make every reasonable effort:
 - (i) to provide an employee's vacation leave in an amount and at such time as the employee may request;
 - (ii) not to recall an employee to duty after the employee has proceeded on vacation leave.

29.07

- (a) Where in any vacation year all of the vacation leave credited to an employee has not been scheduled, the unused portion of the vacation leave up to a maximum of ~~two hundred and sixty-two point five (262.5)~~ **two hundred and twenty-five (225)** hours credit shall be carried over into the following vacation year. All vacation leave credits in excess of ~~two hundred and sixty-two point five (262.5)~~ **two hundred and twenty-five (225)** hours will be paid ~~in cash~~ at the employee's ~~daily~~ rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of his/her substantive position on the last day of the vacation year.
- (b) Notwithstanding the maximum allowable carryover specified under paragraph 29.07(a), where the Employer cancels a period of vacation leave which has been previously approved in writing, and which cannot be rescheduled before the end of the vacation year, the cancelled leave may, at the request of the employee, be carried over and used in the next vacation year.
- (c) Upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits may be paid ~~in cash~~ at the employee's ~~daily~~ rate of pay as calculated from the classification prescribed in the

employee's certificate of appointment of the employee's substantive position on March 31st of the previous vacation year.

29.09 Leave When Employment Terminates

When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave with pay to the employee's credit by the ~~hourly~~ rate of pay as calculated from the classification prescribed in the employee's certificate of appointment **of the substantive position** on the date of the termination of the employee's employment, except that the Employer shall grant the employee any vacation earned but not used by him/her before the employment is terminated by lay-off if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.

29.11 Appointment from a Separate Employer

The Employer agrees to accept the unused vacation leave credits up to a maximum of ~~two hundred and sixty two point five (262.5)~~ **two hundred and twenty-five (225) hours** of an employee who resigns from an organization listed in Part II of Schedule V of the Financial Administration Act in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

ARTICLE 30

SICK LEAVE WITH PAY

The Employer will also want to discuss any further consequential changes to other provisions in the collective agreement which may be impacted by the changes to the sick leave provision.

Pre-implementation of the Short-Term Disability Plan (STDP), the existing clauses 30.01 to 30.08 will be maintained without changes.

Proposed New Article

Effective the date of implementation of the Short-Term Disability Plan (STDP), clauses 30.01 to 30.08 shall no longer apply and will be replaced by the following:

Credits

30.01

- a) As of the date of implementation of the Short Term Disability Plan, sick leave credits accumulated up to that date will be abolished.
- b) Allocation of sick leave credits under 30.02 will be subject to the deduction of any sick leave credits previously advanced prior to the implementation of the STDP.

30.02 On the date of implementation of the Short term Disability Plan, an employee will be allocated sick leave credits, as follows:

- a) An employee will be allocated thirty-seven decimal five (37.5) hours of sick leave credits on the first day of each fiscal year.

Interim measure due to the date of implementation of the STDP: If the implementation date of the STDP occurs later than the first day of fiscal year, the allocation of sick leave credits will be pro-rated based on the number of days remaining in the fiscal year.

- b) An employee appointed for a specified term of employment shall receive a pro-rated amount of sick leave credits, to a maximum of thirty-seven decimal five (37.5) hours, based on the length of their term employment and their normal assigned weekly hours of work.

- c) **If an employee begins their employment in the core public administration during the fiscal year, their sick leave credits, to a maximum of thirty-seven decimal five (37.5) hours, shall be pro-rated based on the number of days remaining in the fiscal year.**

30.03 An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:

- a. **he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer;**

and

- b. **he or she has the necessary sick leave credits.**

30.04 Unless otherwise informed by the Employer, a statement signed by the employee stating that, because of illness or injury, he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 30.03(a).

30.05 When an employee is granted sick leave with pay, and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

30.06 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer, or reinstated for use at a later date.

ARTICLE 36
LEAVE WITHOUT PAY FOR
THE CARE OF IMMEDIATE FAMILY

36.03 Subject to clause 36.02 **and subject to operational requirements**, an employee shall ~~may~~ be granted leave without pay for the Care of Immediate 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 clause shall be for a minimum period of 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.

~~36.06~~ — Transitional provision

~~This transitional provision is applicable to employees who have been granted and have proceeded on leave on or after the date of signature of this agreement.~~

- ~~(a) — An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Long Term Care of a Parent (paragraph 38.01(a)) or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children (Article 36) under the terms of the agreement expired on November 6, 2001, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.~~
- ~~(b) — An employee who becomes a member of the bargaining unit on or after the date of signature of this agreement and who is on Leave Without Pay for the Long Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of another agreement, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.~~

ARTICLE 49

STATEMENT OF DUTIES

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

ARTICLE 53

PROFESSIONAL ALLOWANCE

53.03 When the payment of such fees is not a requirement for the continuation of the performance of the duties of an employee's position, but eligibility for a professional accounting designation from one of these associations is a qualification specified in the ~~Standards for Selection and Assessment~~ **Qualification Standards** for the Financial Management Group, the Employer shall reimburse the employee, upon receipt of proof of payment, for the employee's annual membership fees paid to one of the associations referred to in clause 53.02 to a maximum of one thousand two hundred and fifty (\$1,250) dollars. This maximum amount is increased effective January 1, 2008, for fees that become due and are paid following that date. The Employer shall reimburse annual fees paid to one of the associations referred to in clause 53.02 for employees pursuing a formal study program to obtain a professional accounting designation (CA, CMA or CGA).

ARTICLE 54

PAY ADMINISTRATION

54.03

- (a) The rates of pay set forth in Appendix "A" shall become effective on the dates specified therein.
- (b) Paragraph (c) supersedes the ~~Retroactive Remuneration Directives~~ **Directive on Terms and Conditions of Employment**.
- (c) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement the following shall apply:
 - (i) "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefore;
 - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in this bargaining unit during the retroactive period;
 - (iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revisions;
 - **
 - (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Directive on Terms and Conditions of Employment, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revisions;
 - (v) no payment or no notification shall be made pursuant to paragraph (c) for one dollar (\$1) or less.

ARTICLE 54
PAY ADMINISTRATION

54.06 When the regular pay day for an employee falls on the employee's day of rest, every effort shall be made to issue the employee's ~~pay cheque~~ **pay cheque** on the employee's last working day, ~~provided it is available at the employee's regular place of work.~~

ARTICLE 57

DURATION

The Employer reserves the right to present proposals regarding the date on which the provisions and the appendices of the new agreement become effective, as well as the implementation of the retroactive period of the agreement, where applicable.

57.01 The duration of this Collective Agreement shall be from the date it is signed to November 6, 201**48**.

57.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

57.03 The provisions of this Agreement shall be implemented by the parties within a period of ~~ninety (90)~~ **one hundred and fifty (150)** days from the date of signing.

APPENDIX "A"

The Employer's pay proposal includes a maximum of 12 months retroactivity.

Appendix A: Rates of Pay

The Employer proposes economic increases for the 4 years covered by the agreement:

ANNUAL RATES OF PAY

On November 7, 2014: Increase all rates of pay by 0.5%

On November 7, 2015: Increase all rates of pay by 0.5%

On November 7, 2016: Increase all rates of pay by 0.5%

On November 7, 2017: Increase all rates of pay by 0.5%

The Employer also wishes to discuss the pay notes.

ROYAL CANADIAN MOUNTED POLICE

In light of section 86 of the Enhancing the *Royal Canadian Mounted Police Accountability Act* – which would deem certain RCMP members to be persons appointed under the *Public Service Employment Act*, on a date to be determined – the Employer may wish to table proposals related this deeming exercise.

References to “Cash”

Article 2 Interpretations and Definitions:

“compensatory leave” means leave with pay in lieu of ~~cash~~ payment for overtime, work performed on a designated paid holiday, travelling time compensated at overtime rates, travel status leave, standby, and call-back; the duration of such leave will be equal to the time worked multiplied by the applicable time rate; the rate of pay to which an employee is entitled during such leave shall be based on the employee’s hourly rate of pay as calculated from the classification prescribed in the employee’s certificate of appointment on the day immediately prior to the day on which leave is taken (cong  compensateur),

Article 19 Overtime

19.06

- (a) Overtime shall be compensated ~~in cash~~ except where, upon application by the employee and at the discretion of the Employer, or at the request of the Employer and with the concurrence of the employee overtime may be compensated in compensatory leave with pay. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee’s hourly rate of pay as calculated from the classification prescribed in the employee’s certificate of appointment on the day immediately prior to the day on which leave is taken.
- (d) The Employer will endeavour to pay ~~cash~~ compensation for overtime within two (2) months from the pay period in which it is earned.

Article 20 Call-Back Pay

20.01

- (c) Upon application by the employee and at the discretion of the Employer, or at the request of the Employer and with the concurrence of the employee, payments earned under this Article may be compensated ~~in cash or~~ in compensatory leave.

Article 21 Standby

21.06

- (a) Upon application by the employee and at the discretion of the Employer, or at the request of the Employer and with the concurrence of the employee, payments earned under this Article may be compensated ~~in cash or~~ in compensatory leave.

Article 22 Designated Paid Holidays

22.06

- (a) Upon application by the employee and at the discretion of the Employer, or at the request of the Employer and with the concurrence of the employee, payments referred to in clauses 22.05 and 22.06 may be compensated in ~~cash or~~ compensatory leave with pay.

Article 24 Travelling Time

24.05

- (a) Upon application by the employee and at the discretion of the Employer, or at the request of the Employer and with the concurrence of the employee, payments earned under this article may be compensated in ~~cash or~~ compensatory leave with pay.

Article 29 Vacation Leave with Pay

29.07

- (a) Where in any vacation year all of the vacation leave credited to an employee has not been scheduled, the unused portion of the vacation leave up to a maximum of two hundred and sixty two decimal five (262.5) hours credit shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty two decimal five (262.5) hours will be paid ~~in cash~~ at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on the last day of the vacation year.

- (c) Upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits may be paid ~~in cash~~ at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31st of the previous vacation year.