



Treasury Board of Canada  
Secrétariat

Secrétariat du Conseil du Trésor  
du Canada

**EMPLOYER NON-MONETARY PROPOSALS**

**FOR THE**

**RESEARCH (RE) GROUP**

**NEGOTIATIONS FOR THE RENEWAL**

**OF THE COLLECTIVE AGREEMENT**

**EXPIRING ON SEPTEMBER 30, 2018**

**November 16, 2018**

**Canada**

**TABLE OF CONTENTS**

INTRODUCTION ..... 3  
GENERAL ..... 4  
ADMINISTRATIVE CHANGES ..... 5  
GENERAL ..... 6  
ARTICLE 8 HOURS OF WORK ..... 7  
ARTICLE 10 CALL-BACK ..... 8  
ARTICLE 14 TRAVELLING TIME ..... 9  
ARTICLE 16 VACATION LEAVE ..... 10  
ARTICLE 18 OTHER LEAVE WITH OR WITHOUT PAY ..... 11  
ARTICLE 18 OTHER LEAVE WITH OR WITHOUT PAY ..... 12  
ARTICLE 21 STATEMENT OF DUTIES ..... 13  
ARTICLE 47 DURATION ..... 14  
APPENDIX A ..... 15  
APPENDIX E ..... 16  
COMMON TABLE PROPOSALS ..... 17

## 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, included below are the Employer proposals for the negotiation of a single collective agreement covering employees who are members of the Research (RE) bargaining unit.

The Employer reserves the right to present other proposals in negotiations, revised proposals, 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.

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 RE collective agreement.

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**ADMINISTRATIVE CHANGES**

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

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

This applies to the following provisions:

- definition of “employee” (employé);
- 2.02 (a) and (b);
- 18.04(a)(iii)(C);
- 18.09(a)(iii)(C);
- 18.16;
- 27.02;
- 28.05;
- 32.01 and 32.01(a);
- 32.03(a);
- 35.02;
- 35.03;
- 35.04;
- 35.08;
- 35.16;
- 35.24;
- 35.26 and 35.26(c), (d), (f), and (g);
- 36.01;
- 36.02; and
- 40.01.

## 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 the pay system is minimal.*

*Various Articles.*

**ARTICLE 8  
HOURS OF WORK**

*The Employer wishes to discuss hours of work for the employees in the HR Group who provide services to the public.*

**ARTICLE 10  
CALL-BACK**

(New clause)

**10.02 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 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 14 TRAVELLING TIME

**14.01** When the Employer requires an employee to travel outside his headquarters area for the purpose of performing duties, the employee shall be compensated in the following manner:

- a. On a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day.
- b. On a normal working day on which he travels and works, the employee shall be paid:
  - i. his regular pay for the day for a combined period of travel and work not exceeding seven decimal five (7.5) hours,  
and
  - ii. at the applicable overtime rate for additional travel time in excess of a seven decimal five (7.5) hours period 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 in any day.
- 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.
- d. For the purposes of paragraphs 14.01 (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 16  
VACATION LEAVE**

**16.04 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** is entitled to receive an advance of credits equivalent to the anticipated credits for the current vacation year.

**ARTICLE 18  
OTHER LEAVE WITH OR WITHOUT PAY**

**~~18.19 Volunteer leave~~**

~~In any fiscal year, an employee is entitled to no more than fifteen (15) hours of combined personal and volunteer leave.~~

~~Effective April 1, 2017, clause 18.19, Volunteer leave, is deleted from the collective agreement.~~

~~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 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;~~

~~The leave will be scheduled at a time convenient both to 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.~~

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**ARTICLE 18**  
**OTHER LEAVE WITH OR WITHOUT PAY**

**18.20 Other leave with pay**

**b. Personal leave**

~~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 of leave with pay for reasons of a personal nature.~~

~~The leave will be scheduled at a time convenient both to 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 April 1, 2017, the previous clause is replaced by the following:**

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, 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.

The leave will be scheduled at a time convenient both to 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.

**ARTICLE 21  
STATEMENT OF DUTIES**

**21.01** Upon written request, an employee shall be entitled to a ~~complete and current~~ statement of the duties and responsibilities of the employee's position, including the position's classification level and the position rating form.

**ARTICLE 47  
DURATION**

**47.01** The duration of this collective agreement shall be from the date it is signed to September 30, ~~2018~~ 2022

**APPENDIX A**

*The Employer wishes to discuss the rates of pay and pay notes.*

**APPENDIX E**

**MEMORANDUM OF AGREEMENT BETWEEN THE TREASURY BOARD  
AND THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF  
CANADA WITH RESPECT TO SCIENTIFIC INTEGRITY**

*The Employer wishes to discuss Scientific Integrity.*



### COMMON TABLE PROPOSALS

The Employer wishes 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. Leave – General
12. Designated Paid Holiday (DPH)
13. Maternity Allowance
14. Parental Allowance
15. Leave Without Pay for the Care of Family

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