



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

TENTATIVE AGREEMENT

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)

**BORDER SERVICES GROUP
(FB)**

CBB/15/08

Files : 2121-F0005-3 & 2230/CB

December 4, 2008

TO: ALL MEMBERS OF THE PSAC – BORDER SERVICES BARGAINING
UNIT (FB)

RE: TENTATIVE AGREEMENT

After 18 months of negotiations, our FB Bargaining Team has reached a tentative agreement with Treasury Board/CBSA for a first contract. The agreement addresses core goals set by our Bargaining Team at the outset of negotiations. Our Bargaining Team unanimously recommends ratification of our new agreement.

SUMMARY OF TENTATIVE AGREEMENT

Duration

1. The agreement is a four-year collective agreement with an expiration date of June 20, 2011.

Wages

1. The agreement features a new FB wage grid. The grid includes significant across-the-board increases, including a minimum 19.5 % wage increase for Border Services Officers over the life of the agreement. A complete copy of the new wage grid and accompanying Pay Notes are attached. With the new wage grid, union members in the FB bargaining unit achieve wage parity with (and in some cases exceed) other enforcement workers in the core federal public service.
2. The PSAC achieved a contractual commitment from Treasury Board to engage in classification reform. The commitment is to be contained in the PA collective agreement but will apply to other units as well.

Arming Initiative

Our new Agreement states that:

1. Only volunteers and employees hired with firearm training as a condition of employment shall be selected for firearm training minimally through February 2011.
2. Volunteer employees that are unsuccessful in passing the firearm training shall be subject to the same protections contained in the Job Security clause of our Collective Agreement through February 2011.

3. Beginning in the fall of 2009, a joint union-management committee to discuss firearm trainee selection and placement strategy for post February 2011.

Hours of Work – VSSA’s – Seniority Recognition

Our agreement contains a new Variable Shift Scheduling Arrangement appendix. The appendix includes:

1. Specific timelines related to VSSA talks. The timelines include the employer providing critical information for VSSA negotiations within 5 days of either party providing notice to negotiate a new VSSA.
2. An understanding that neither party can implement a new scheduling arrangement (this includes a “six-and-two” schedule) while VSSA talks are ongoing.
3. Dispute resolution procedures that include the involvement of regional or national representatives from both parties should impasse be reached at the local level, and a voting mechanism should final impasse be reached.
4. As with our previous collective agreement, VSSA shall continue to be mutually-agreed upon between union and management at the local level.
5. Once a new VSSA has been negotiated, management must canvass all employees for volunteers for all lines before implementation. In the event that more than one employee wishes to work a certain line, seniority will be the determining factor.
6. In the event a line becomes vacant over the life of a VSSA, the employer must canvass all employees covered by the VSSA for volunteers. In the event that more than one employee volunteers, seniority will be the determining factor.
7. With respect to vacation scheduling, should there be excessive vacation requests for a specific period, seniority shall be the determining factor.

Alternative Working Arrangements

With respect to workers in regional Trade and Compliance divisions, the parties have agreed to create a Joint Committee to meet within 120 days of settlement to discuss the feasibility of the application of the Treasury Board Telework Policy in Trade and Compliance. Our team clearly indicated the importance of Flexible Working Arrangements and the ability to work off-site (as defined in the Telework Policy) for our members in Trade and Compliance and look forward to getting the Joint Committee underway. More information regarding the Telework policy and what it means for Trade and Compliance workers will be provided by Union representatives to union members in these divisions in the coming weeks and months.

Additional Gains

There are also other improvements, including improvements to:

Workforce Adjustment (WFA)

Strengthened the provisions of the WFA to avoid lay-offs by negotiating language that requires the government to review the use of temporary help agencies, contractors and consultants and constrains their use if there is surplus or laid off persons available to do the work. Education allowance is increased to \$10,000 (from \$8,000) and financial counselling aid is increased to \$600 (from \$400). Notification timelines to your union of a WFA situation are improved and there are also other revisions to ensure that the changing role of the Public Service Commission does not result in a reduction of entitlements for our members.

Other Changes

1. Funding for the Joint Learning Program has been secured for the life of the collective agreement.
2. Term employees who take maternity or parental leave may now be rehired by Parks Canada, CRA or CFIA (as well as Treasury Board) within 90 days of the expiry of their leave in order to avoid having to pay back their top-up. The same provisions also apply to permanent employees who are hired by any of these Agencies when they return from their maternity leave.
3. Definition of family has been moved from the Bereavement Leave article to the Interpretations and Definitions article, and this expanded definition will also apply to Leave Without Pay for Care of Immediate Family.
4. Bereavement Leave article is amended to allow members to take the leave either at the time of death or to defer the leave if the funeral or memorial is held at a later date.
5. The *Public Service Labour Relations Act* now provides for two new types of grievances: group grievances and policy grievances. Changes to the grievance procedure have been made to reflect these new entitlements.
6. Employees who qualify for Employment Insurance Compassionate Care Benefits may now take Compassionate Care Leave under Leave Without Pay for Immediate Family.
7. Various clauses throughout the agreement have been amended to reflect changes to the *Public Service Labour Relations Act*, but none of these affect any substantive rights.

There are no concessions in this collective agreement.

Our new agreement is the product of the efforts of workers determined to have a real voice in our working conditions, fairness in wages and to make CBSA a better place to work.

Your bargaining team comprising:

Sylvie Labrèche
Karim Lawji
Carolyn McGillivray
Fred Milligan
Steve Pellerin-Fowlie
Douglas Tremblett
Dave Van Helvert

Morgan Gay, Negotiator
David-Alexandre Leblanc, Research Officer

unanimously recommends acceptance of this tentative agreement.

In Solidarity,



Jérôme Turcq,
Regional Executive Vice-President

cc. National Board of Directors
Directors' Team
Susan Jones, Coordinator, Negotiations Section
Denis Boivin, Coordinator, Communication Section
Negotiators/Research Officers
Regional Coordinators
Jacquie de Aguayo, Coordinator, Representation Section
Ratification Kit Binder (Negotiations Section)

RATES OF PAY

- X) Effective June 21, 2007 (Conversion)
- A) Effective June 21, 2007
- B) Effective June 21, 2008
- Y) Effective June 21, 2009 (Conversion)
- C) Effective June 21, 2009
- D) Effective June 21, 2010

FB-1

From:	X	48046	49824	51667	
To:	A	49151	50970	52855	
	B	49888	51735	53648	
	Y	49888	51735	53648	55633
	C	50636	52511	54453	56468
	D	51396	53299	55270	57315

FB-2

From:	X	51539	53472	55477	
To:	A	52724	54702	56753	
	B	53515	55523	57604	
	Y	53515	55523	57604	59764
	C	54318	56356	58468	60661
	D	55133	57201	59345	61570

FB-3

From:	X	55637	57751	59946	
To:	A	56917	59079	61325	
	B	57771	59965	62245	
	Y	57771	59965	62245	64610
	C	58638	60864	63179	65580
	D	59518	61777	64127	66564

FB-4

From:	X	60426	62752	65168	
To:	A	61816	64195	66667	
	B	62743	65158	67667	
	Y	62743	65158	67667	70272
	C	63684	66135	68682	71326
	D	64639	67127	69712	72396

FB-5

From:	X	66098	68676	71354	
To:	A	67618	70256	72995	
	B	68632	71310	74090	
	Y	68632	71310	74090	76980
	C	69661	72380	75201	78134
	D	70706	73466	76329	79306

FB-6

From:	X	72838	75715	78706	
To:	A	74513	77456	80516	
	B	75631	78618	81724	
	Y	75631	78618	81724	84952
	C	76765	79797	82950	86227
	D	77916	80994	84194	87520

FB-7

From:	X	80897	84133	87498	
To:	A	82758	86068	89510	
	B	83999	87359	90853	
	Y	83999	87359	90853	94487
	C	85259	88669	92216	95905
	D	86538	89999	93599	97343

FB-8

From:	X	90686	94313	98086	
To:	A	92772	96482	100342	
	B	94164	97929	101847	
	Y	94164	97929	101847	105921
	C	95576	99398	103375	107510
	D	97010	100889	104926	109123

PAY NOTES

PAY INCREMENT FOR FULL-TIME AND PART-TIME EMPLOYEES

1. The pay increment period for employees at levels FB-1 to FB-8 is the anniversary date of such appointment. A pay increment shall be to the next rate in the scale of rates.

CONVERSION

2.
 - (a) Effective June 21, 2007, prior to any revision which occurs on that date, an employee shall be paid in the "X" line at the rate of pay which is closest to, but not less than the employee's rate of pay on June 20, 2007.
 - (b) Should there be no such rate, the employee's salary shall be protected at the rate of pay received on June 20, 2007.
 - (c) Effective June 21, 2009, prior to any other pay revision which occurs on that date, employees shall be paid in the "Y" scale of rates at the rate of pay which is immediately below the employee's former rate of pay which is closest to but not less than the employee's former rate of pay.
 - (d) Employees who have been at the maximum rate of pay for their level for twelve (12) months or more on June 21, 2009, will move to the new maximum rate of pay effective June 21, 2009.

PAY ADJUSTMENT

3. Subject to clause 64.03, all employees being paid in the FB levels 1 to 8 scales of rates shall, on the relevant effective dates in Appendix "A", be paid in the "A", "B", "C" and "D" scales of rates shown immediately below the employees' former rate of pay.