



File: 2122-C0004-3

January 8, 2018

**TO: ALL PSAC MEMBERS AT THE COMMUNICATIONS SECURITY ESTABLISHMENT (CSE)**

**RE: RATIFICATION OF TENTATIVE AGREEMENT**

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A tentative agreement was reached on November 17, 2017, on behalf of PSAC members at the Communications Security Establishment (CSE). The tentative agreement, if ratified by the membership, will have an expiry date of February 9, 2019.

Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed, except for Salary, which will be retroactive to February 10, 2015. Current collective agreement language articles or clauses not listed in the attached document would be renewed without change.

**Duration**

Four (4) years – expiring February 9, 2019

**Economic Increases**

- Effective February 10, 2015 – 1.25%
- Effective February 10, 2016 – 1.25%
- Effective February 10, 2017 -- 0.50% Wage Adjustment
- Effective February 10, 2017 – 1.25%
- Effective February 10, 2018 – 1.25%

plus a \$650 signing bonus for employees in the bargaining unit at the date of the signing of the collective agreement.

**Market Allowance**

Market Allowance will continue to be paid as an allowance. Above economic increases (minus the .50% adjustment) shall retroactively apply to Market Allowance.

**Other Highlights:**

The tentative agreement includes a number of significant improvements to articles in the collective agreement that match the pattern agreed to between PSAC and TBS for employees in the core public administration. These include improvements to:

**Definition of the Family – Article 2**

Inclusion of step-brother, step-sister, foster child, daughter-in-law and son-in-law.

**No Discrimination or Harassment – Article 6**

Matching our language with other collective agreements at the core public administration, including the addition of gender identity and expression in list of prohibited grounds for discrimination.

**Vacation Leave – Article 11**

Members who leave the public service, including CSE and then return, shall have their prior service count for the calculation of vacation accrual. This gives all members the same rights as former members of the Canadian Forces, who have had their prior service in the CF recognized for vacation accrual since April 2012.

**Bereavement Leave with Pay – Article 12**

Bereavement leave was formerly for seven consecutive calendar days. Now an employee can also split it into two periods so that they can access some days at the time of death and other days at a later period (but within 12 months) for the purpose of attending a memorial or ceremony.

In addition, daughter-in-law and son-in-law have been added to the definition of family for which the employee can take the seven calendar days, and grandparents of spouse have been added to the definition of family for which the employee can take one day of bereavement leave.

**Leave with Pay for Family-Related Responsibilities – Article 12.14**

Expansion of definition of family for whom an employee can access family-related leave to include ward of the employee, grandchild, father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee and any relative for whom the employee has a duty of care.

There is no longer a cap of 7.5 hours for the employee to use FRRL to attend school functions or to provide for their child in case of an unforeseen closure of the school or day care facility.

**Volunteer Leave & Personal Needs Leave – Article 12.18**

Provides flexibility in how the personal needs leave is taken. Effective April 1, 2018, the Volunteer Leave clause will be replaced with fifteen (15) hours of leave for reasons of personal nature.

**Maternity and Parental Leave – Articles 12.06 & 12.09**

Update of language to take into account new legislation reducing the waiting period for employment insurance to one week from two weeks.

**Maternity-Related Reassignment or Leave – Article 12.19**

Expansion of reassignment from 24 to 52 weeks.

**Medical Appointment for Pregnant Employees – NEW 12.21**

This new clause provides for 3.75 hours of time off with pay for a pregnant employee to attend each routine medical appointment.

**Leave With or Without Pay for Alliance Business – Article 15**

NEW – Clause 15.10: Effective the date of signing of the collective agreement, leave granted to an employee under Article 15.01 b), 15.05, 15.06, 15.08 and 15.09 will be with pay. The PSAC will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by the joint agreement.

**NEW – Vacation Time for Shift Employees – Article 17.05 c) iii)**

With this new language (that confirms a current practice), shift employees can accumulate and use compensatory leave credits to cover the difference between 11 shifts and the time in lieu of designated holidays.

**Travel Time – Article 26**

Expansion of travelling time eligible for overtime pay from twelve to fifteen hours on day of rest or designated holidays for travel outside Canada and Continental USA.

**Employee Files – Article 29**

Clause 29.01 - Employees may now request to examine their personnel file at any time rather than only once per year.

Clause 29.02 - When a report pertaining to an employee's performance is placed in their personnel file, that employee will now have the right to access the report, sign the report to indicate it has been read and attach a written response to the report.

**NEW – Religious Observance**

Agreed to add new language in the Collective Agreement that is found in other PSAC agreements at the core public service. This would provide employees with the right to request time off for their religious observance and the Employer shall make every reasonable effort to accommodate the employee.

**NEW Appendix xx – Wellness**

The parties agreed to take steps in order to implement applicable changes resulting from the findings and recommendations of the joint TBS/PSAC Task Force on Wellness.

**NEW Appendix xx – Childcare**

The parties agreed to review and consider the findings and conclusions of the Joint National Child Care Committee between PSAC and TBS.

**Appendix xx – MOU on Compensation Advisor Retention Allowance**

The amended MOU provides for an increase of this allowance to \$2500 (from the current \$2000).

## **NEW Annex A – Incentives for the Recruitment and Retention of Compensation Advisors**

Compensation Advisors at CSE will receive the same incentives for recruitment and retention as those provided to other PSAC Compensation Advisors at the core public administration. The one-time incentive is a \$4,000 split into two payments. New recruits, retirees returning to work as well as part-time employees will receive varying prorated amounts depending on their hours worked and their return date.

## **NEW Appendix xx – Financial Management Group Allowance**

This new allowance would be provided to Chief Financial Officers in UNI-9 and UNI-10 positions, while the Financial Management Group Allowance will be provided to FI employees from UNI-6 to UNI-10 positions. The latter group will not receive the \$650 Signing Bonus.

## **WORKFORCE ADJUSTMENT POLICY – Not in the Collective Agreement**

### Voluntary program and alternation

The two most significant gains made are ones that significantly decrease the likelihood of involuntary layoffs, by allowing volunteers to come forward to leave CSE during times of workforce adjustment.

The voluntary program language (a new clause) has the following features:

- The Employer is **obligated** to use a voluntary program in all cases where there are five or more affected employees at the same group and level in the same work unit.
- The voluntary program must be the subject of **meaningful consultation** between the CSE and the Union
- The program can only take place **after affected letters** have been delivered to employees
- The program needs to take place **before the Employer engages in a SERLO** process (selection of employees for retention or layoff). In many cases we are hoping that the program will avoid all use of the SERLO process.
- Volunteers need to be given a minimum **of thirty** days to decide if they wish to participate. This time is needed so that they can carefully consider their options.
- Volunteers will have access to **options B, Ci or Cii** under section 6.3 of the appendix

- Finally, if the number of volunteers is larger than the required number of positions to be eliminated, seniority will be used to determine who is entitled to leave.

### Alternation

In the past, only opting employees were allowed to alternate. Because WFA processes don't all happen at the same time, the 120-day limit made it hard for members to find an alternate.

Under the new agreement:

- Both opting AND surplus (option A) employees will be eligible to alternate. This means that employees now have up fifteen months to find an alternate.
- The employer will have an increased obligation to ensure that affected employees understand how alternation takes place.
- For alternations taking place during the surplus period, the transition support measure available to the alternate will be reduced by one week for each week of surplus period already used.

### The union's role in WFA situations

- Agreement that WFA committees are to be joint union-management committees.
- Reinforced the employer's obligation to ensure that employees have the right to be represented by the union in the application of the WFA.
- Several improvements to the notice provisions of the WFA. The new notice provisions require the union to receive copies of official notices at several other critical stages of the process, including advance notice of layoff.

### Improved limits on contracting out in WFA situations

We have expanded the scope of clause 8.15, which currently states that CSE is, where practicable, to refrain from re-engaging the use of consultants, contractors, temporary help agencies, and non-indeterminate staff, if doing so will allow the appointment of surplus or laid-off persons. The new clause will also require CSE to review their use of contracted-out services.

The new clause also limits departments from engaging or re-engaging contractors or consultants or contracted-out services.

### Monetary improvements

- The transition support measure will now be calculated on the basis of an employee's **total years of service, both continuous and discontinuous**, across the entire public service.
- The transition support measure can now be **split into two amounts**, payable over two years, which provides for improved tax treatment.
- The education allowance increases from the current \$10,000 to **\$15,000**.
- The education allowance can now be used for any **"relevant"** equipment related to the education course (the old language restricted use to "mandatory" equipment).
- The allowance for financial or career counselling services available to opting employees has been increased from the current \$600 to **\$1,000**.

### **NEW – Education Leave Without Pay: Guidelines and Process (Not in the Collective Agreement)**

Parties agreed to a process for the consistency in the implementation of Education Leave Without Pay as per Article 12.20 of the CA.

### **New – Salary Increase on Promotion (Not in the Collective Agreement)**

The parties agreed to provide direction on this issue so that where an employee who is eligible for an increment within 30 days of a proposed promotion, and if it is in the employee's best interest, the promotion date will be delayed until after the increment date.

### **MOU on Deployment (Not in Collective Agreement)**

The MOU was revised to provide for more support and days off for employees on deployment.

### **NEW LOU on Payment of Designated Paid Holidays for Part-time employees (Not in Collective Agreement)**

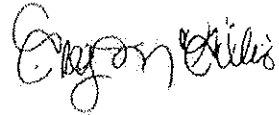
Parties agreed to maintain the current practice of paying employees the 4.25% for all straight time hours worked as calculated by the Phoenix pay system until expiry of the collective agreement. At that time, the parties agree to further review the issue in order to apply the language in Article 27.01 of the CA.

Your Bargaining Team consisting of:

John Proos  
Michael Carlos  
Tonya Collins  
Chantal Bigelow  
Gary Bosloy  
Darryl Campbell  
Hassan Hussein, PSAC Negotiator

unanimously recommends acceptance of this agreement.

In solidarity,



Greg McGillis,  
Regional Executive Vice-President, NCR

cc.: National Board of Directors  
Directors' Team  
Liam McCarthy, Coordinator, Negotiations Section  
Susan O'Reilly, Coordinator, Representation Section  
Jonathan Choquette, A/Coordinator, Communications  
Essential Services and Exclusions  
David-Alexandre Leblanc, Senior Research Officer, Negotiations Section  
Hassan Hussein, Negotiator, Negotiations Section  
Negotiations Section  
Patricia Harewood, Legal Officer  
Margaret Barry, Administrative Assistant to Legal Officer  
Regional Coordinators  
Micheline Labelle-Jackman, Supervisor, Membership Administrator  
Dale Robinson, Strike Mobilization Project Officer