PUBLIC INTEREST COMMISSION BRIEF

OF THE

PUBLIC SERVICE ALLIANCE OF CANADA

IN THE MATTER OF THE FEDERAL PUBLIC SECTOR LABOUR RELATIONS ACT and a dispute affecting the PUBLIC SERVICE ALLIANCE OF CANADA and TREASURY BOARD, in relation to the employees of the Employer in the

Program and Administrative Services Group (PA)

Mr. Bruce Archibald
Chairperson

Ms. Susan Jones
Representative of the interests of the Employees

Mr. Scott Streiner
Representative of the interests of the Employer

November 28, 2022 – December 1, 2022

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PART 1

INTRODUCTION

COMPOSITION OF THE BARGAINING UNIT

The Program and Administrative Services Group comprises nine different categories of employees certified by the Public Service Labour Relations and Employment Board (PSLREB). These categories are:

- Administrative Services (AS): 35,255 employees
- Information Services (IS): 4,045 employees
- Program Administration (PM): 31,446 employees
- Welfare Programs (WP): 4,203 employees
- Communications (CM): 0 employees
- Data Processing (DA): 23 employees
- Clerical and Regulatory (CR): 18,493 employees
- Office Equipment (OE): 1 employee
- Secretarial, Stenographic and Typing 15 employees

Total: 93,481 employees

The Program and Administrative Services Group comprises positions that are primarily involved in the planning, development, delivery or management of administrative and federal government policies, programs, services or other activities directed to the public or to the Public Service.

Inclusions

Notwithstanding the generality of the foregoing, for greater certainty, it includes positions that have, as their primary purpose, responsibility for one or more of the following activities:

1. the provision of administrative services, including adapting, modifying or devising methods and procedures, in support of Public Service policies, programs, services or other activities, such as those dealing with administrative, financial, human resources, purchasing, scientific or technical fields, including:

    a. the operation, scheduling or controlling of the operations of electronic equipment used in the processing of data for the purpose of reporting, storing, extracting and comparing information or for solving formulated problems according to prescribed plans;

    b. the operation, routine servicing and minor repair of a variety of cryptographic, facsimile, electronic mail and associated communications equipment in preparing, receiving, transmitting, and relaying messages; and the performance of related activities including recording receipt and dispatch times of traffic, priority allocation and distribution of message copies that require special knowledge of communication procedures, format, schedules, message traffic routes and equipment operation;

    c. the operation of bookkeeping, calculating, duplicating and mailing service or microphotography equipment to post data, calculate, produce copy, white-prints, blueprints, and other printed materials, prepare mail or produce and process microfilm;

d. the collecting, recording, arranging, transmitting and processing of information, the filing and distribution of information holdings, and the direct application of rules and regulations;

e. the provision of secretarial, word-processing, stenographic and verbatim-recording services and the operation of related electronic equipment; and

f. the operation of micro-processor-controlled telephone switching systems and peripheral equipment;

2. the planning, development, delivery or management of government policies, programs, services or other activities directed to the public or to the Public Service;

3. the planning, development, delivery or management of policies, programs, services or other activities in two or more administrative fields, such as finance, human resources or purchasing, directed to the Public Service;

4. the planning, development, delivery or management of government policies, programs, services or other activities dealing with the collection of taxes and other revenues from the public;

5. the planning, development and delivery of consumer product inspection programs;

6. the planning, development, delivery or management of the internal comprehensive audit of the operations of Public Service departments and agencies;

7. the planning, development, delivery or management of policies, programs, services or other activities dealing with the privacy of and access to information;

8. the research, analysis and provision of advice on employee compensation issues to managers, employees and their families or representatives;

9. the provision of advice, support, and training to users of electronic office equipment, both hardware and software;

10. the planning, development, delivery or management of policies, programs, services or other activities dealing with the management of property assets and facilities, information holdings or security services in support of the Public Service;

11. the research into public attitudes and perceptions and the analysis, development, recommendation and delivery of strategic communications plans and activities dealing with the explanation, promotion and publication of federal government programs, policies and services;

12. the planning, development, delivery or management of policies, programs, services or other activities dealing with the social development, settlement, adjustment and rehabilitation of groups, communities or individuals including the planning, development and delivery of welfare services;

13. the provision of advice on and the analysis, development and design of forms and forms systems;

14. the delivery of mediation or conciliation services dealing with disputes in collective bargaining and industrial relations within the jurisdiction of Part I of the Canada Labour Code; and

15. the leadership of any of the above activities. [1]

[1] Treasury Board of Canada Secretariat, *Occupational Group Definitions* (2011)

HISTORY OF NEGOTIATIONS

This round of collective bargaining commenced with a first meeting and an exchange of Common Issues proposals on June 13th and 14th, 2021. PA group specific proposals were exchanged on June 23rd, 2021.

With a large and diverse group of members represented within the core public administration, the Union proposals reflect a variety of issues and concerns brought forward by PSAC members for discussion with the employer.

As the parties are engaged in bargaining for four separate bargaining units of employees in the core public administration (EB, PA, SV and TC) and numerous subjects are common to each of these bargaining units, the parties have sensibly agreed to form a "Common Issues Table" at which those common subjects may be addressed in bargaining. Bargaining at the Common Issues Table has been conducted separately from the individual bargaining units' bargaining tables.

The dates upon which the parties bargained are as follows:

PA Group Specific

- June 22-23, 2021
- September 21-23, 2021
- October 26-28, 2021
- February 17-18, 2022
- March 22-24, 2022
- April 27-28, 2022

Common Issues

- June 14-15, 2021
- September 27-29, 2021
- November 2-4, 2021
- February 1-3, 2022
- March 29-31, 2022

In total, the parties have met for a total of 11 collective bargaining sessions, comprised of 29 separate days of bargaining. prior to the Union filing for conciliation in May 2022.

Despite these extensive negotiations, the parties have only reached agreement on a limited number of matters that the union considers to be non-contentious matters of mere housekeeping.

Agreement has not been reached on even a single, substantive issue. All the substantive issues remain outstanding.

On March 29, 2022, the employer tabled a comprehensive offer to settle all outstanding collective bargaining issues at the Common Issues Table. The union's view that the employer's "comprehensive offer" of March 29, 2022 did not address a single key issue raised by PSAC during the course of the parties' extensive negotiations.

Rather, the comprehensive offer from the employer consisted of 16 proposals that the Union would characterize as seeking concessions, coupled with a meagre and completely unacceptable wage offer.

In April and May 2022, the employer made further comprehensive offers, on a without prejudice basis, at each of the four bargaining unit tables. It made that offer at the PA table on April 28th, 2022.

Once again, the employer's comprehensive offer failed to address any of the union's key priorities for this round of collective bargaining, and any common ground between the parties that might have been present could not be adopted as a foundation upon which to build, due to the global "take it all or leave it all" nature of the offer.

The employer has consistently represented to PSAC through its conduct in bargaining and through the content of its proposals that it has no interest in addressing a large number of key issues raised by the union in this round of negotiations, and the employer has failed to make any significant movement, or to signal any preparedness whatsoever to move off its present position.

On May 18th 2022, the Public Service Alliance of Canada (PSAC) requested that the Chairperson of the FPSLRB exercise their prerogative to refuse the establishment of a Public Interest Commission (PIC) and instead opt for Conciliation to assist the parties in reaching an agreement on all of the outstanding issues. The Treasury Board objected strongly to this, calling the bargaining agent's request for Conciliation premature and even requesting that the Chairperson exercise their authority to delay the establishment of a PIC so that the parties could continue bargaining without the assistance of a third party. The Board made its deliberations and subsequently notified the parties that a Public Interest Commission would be established and that a mediator had been appointed to assist the parties leading up to the hearings. Mediation took place from September 12-14 and September 20-23 for the Common Issues table and from October 3-7 for the PA table, for a total of 11 days. During mediation, the union moved-on and withdrew several proposals and demonstrated considerable willingness to negotiate substantive issues. In contradiction to their letter of June 1, 2022, in which they expressed the view that the parties should continue negotiating without the intervention of a third party because they had not yet sufficiently and seriously negotiated with respect to the matters in dispute, the employer came to mediation seemingly unprepared to move and unwilling to negotiate substantive issues. As a result, the parties reached agreement on very few items, most of which were housekeeping, and none of which were substantive.

PSAC BARGAINING TEAM

During the course of the Public Interest Commission process, bargaining team members may be called upon to provide a more detailed explanation of specific issues of the enclosed proposals.

PA Bargaining Team

Samantha Basha
Sargy Chima
Charito Humphreys
Sherry Hunt
Gilbert Legault
Troy MacDonnell
Frédéric Prigot
Rosemarie Smith-Gimblet
Marianne Hladun, Prairies Regional Execute Vice-President

Common Issues Bargaining Team

Sargy Chima
Marcelo Lazaro
Marie-Hélène Leclerc
Kristina MacLean
Danielle Moffet
Leanne Moss
Danielle Poissant
Frédéric Prigot
Rosemarie Smith-Gimblet

Appearing for the PSAC are:

Brenda Shillington, Negotiator, PSAC
Elanor Sherlock, Research Officer, PSAC
Pierre-Samuel Proulx, Senior Research Officer, PSAC

LEGISLATIVE FRAMEWORK

Section 175 of the FPSLRA provides the following guidance in relation to the conduct of the Public Interest Commission proceedings under Division 10 of the FPSLRA:

175. *In the conduct of its proceedings and in making a report to the Chairperson, the public interest commission must take into account the following factors, in addition to any other factors that it considers relevant:*

(a) the necessity of attracting competent persons to, and retaining them in, the public service in order to meet the needs of Canadians;

(b) the necessity of offering compensation and other terms and conditions of employment in the public service that are comparable to those of employees in similar occupations in the private and public sectors, including any geographic, industrial or other variations that the public interest commission considers relevant;

(c) the need to maintain appropriate relationships with respect to compensation and other terms and conditions of employment as between different classification levels within an occupation and as between occupations in the public service;

(d) the need to establish compensation and other terms and conditions of employment that are fair and reasonable in relation to the qualifications required, the work performed, the responsibility assumed and the nature of the services rendered; and

(e) the state of the Canadian economy and the Government of Canada's fiscal circumstances.

In keeping with these legislative imperatives, the Union maintains that its proposals are fair and reasonable, and within both the Employer's ability to provide and the Public Interest Commission to recommend.

PART 2

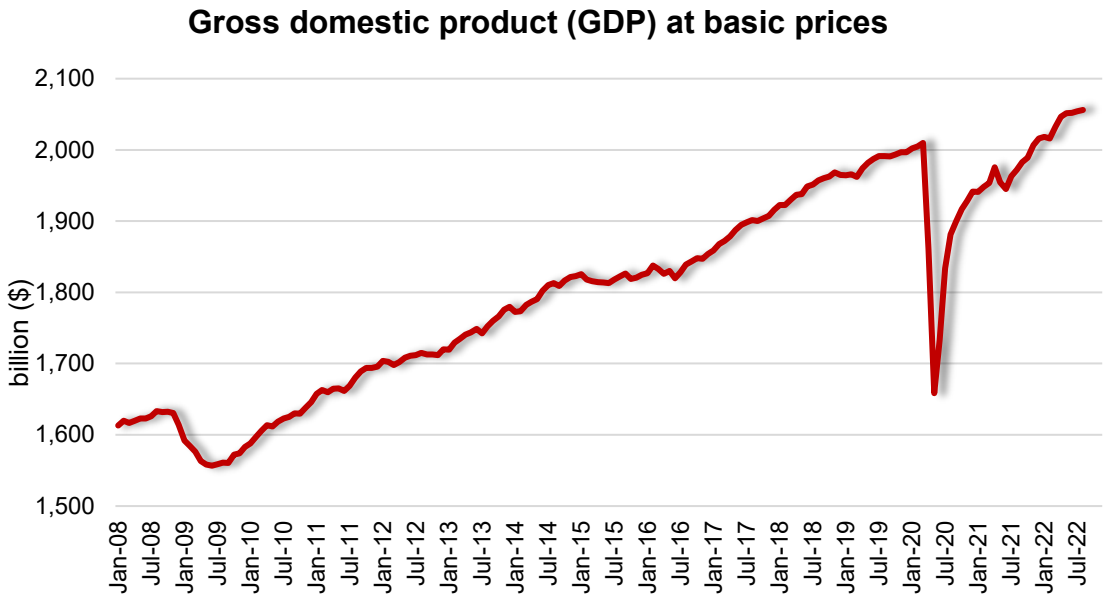
OUTSTANDING WAGE ISSUES

THE CANADIAN ECONOMY AND THE GOVERNMENT OF CANADA'S FISCAL CIRCUMSTANCES

The COVID-19 pandemic, and economic and job recovery

The COVID-19 pandemic had swift and far-reaching economic consequences in countries around the world. Canada was not immune. Most of the effect - an immediate drop in GDP and devastating damage to the labour market, with employment rates dropping to a near 50-year low of 5.4% in May 2019 - took place in a very short time from mid-March to the end of April 2020.

The Canadian economy rebounded at a faster pace than expected through the summer of 2020, following eased restrictions, reopening of businesses, and Canadians getting used to public health-related restrictions[2].



[2] Gross domestic product (GDP) at basic prices, by industry, monthly (x 1,000,000, chained 2012 dollars): All Industries. Statistics Canada. Table 36-10-0434-01.

Economic activity during the second wave was more resilient, and Canada came out far ahead of forecasters' mid-2020 predictions, while many peer countries saw contractions.[3]

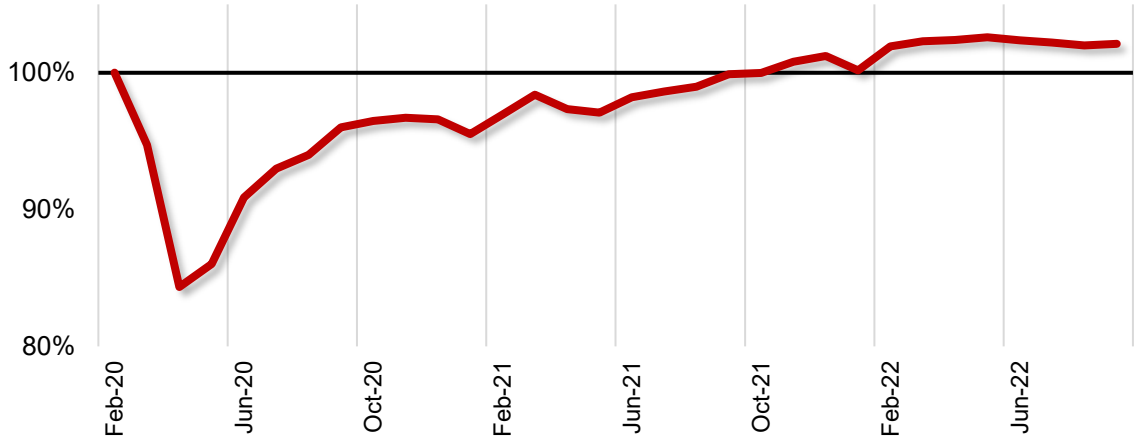
Today, the Federal Government assures residents of Canada that:

> *"The significant investments the federal government made have worked. And the Canadian economy's recovery has been swift and strong."* [4]

Indeed, Canada's economy has been very strong, returning to its pre-pandemic levels by the fourth quarter of 2021 with GDP growth at 6.7%, the second strongest pace of growth in the G7, and the fasted recovery of Canada's last three recessions[5]. Exceptionally strong economic growth continues through the recovery phase at 3.3% over the second quarter of 2022.[6]

Canada's economic recovery was coupled with robust job recovery that outperformed most G7 peers[7], recouping 112% of the jobs lost at the outset of the pandemic.

Employment in Canada is more than recovered since February 2020



[3] Desjardins Economic Studies, April 12, 2021. Canada: Business and Consumers Increasingly Optimistic.
[4] Budget 2022: https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html
[5] A strong recovery path – Canada's economy returned to pre-pandemic levels of activity in the fourth quarter of 2021 (Budget 2022).
[6] Bank of Canada Monetary Policy Report July 2022 https://www.bankofcanada.ca/wp-content/uploads/2022/07/mpr-2022-07-13.pdf
[7] Budget 2022: https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html

Economic Activity Recovery GDP

Canada's economy has been very robust, it continues to be exceptionally strong recovering from the pandemic-caused recession with economic growth at 3.3% over the second quarter of 2022.[8]

For Budget 2022, the Department of Finance of Canada relied on several private sector forecasts to ensure objectivity, transparency, and independence in their economic forecasts. Following the strong rebound of 4.6% in 2021, they predict strong real GDP growth for 2022 at 3.9% (down from the predicted 4.2% in the *Economic and Fiscal Update*), and 3.1% in 2008 (up from 2.8% in the *Economic and Fiscal Update*). Stronger than expected GDP inflation driven by CPI inflation and increases in commodity prices materially boosted expected nominal GDP levels, up by $41 billion/year over the forecast horizon in early 2022, compared to the 2021 Economic and Fiscal Update.

Based on current information, average projections of GDP by major Canadian banks, the IMF, and OPEC are similar, indicating a correction from 4.5% in 2021 and 3.16% in 2022, to 0.84% in 2023, followed by an increase to 1.4% in 2024.

Projected GDP				
	2021	**2022F**	**2023F**	**2024F**
TD	4.5%	3.3%	0.5%	1.2%
RBC	4.5%	3.3%	1.2%	
CIBC	4.5%	3.1%	0.6%	1.4%
BMO	4.5%	3.2%	0.0%	
Scotiabank	4.5%	3.2%	0.6%	1.4%
Desjardins	4.5%	3.2%	0.0%	1.6%
National Bank of Canada	4.50	3.2%	0.7%	
Bank of Canada		3.5%	1.75%	
OECD	4.5%	3.4%	1.5%	
IMF		2.2%	1.5%	1.6%
Average	**4.5%**	**3.16%**	**0.84%**	**1.4%**

[8] Bank of Canada Monetary Policy Report, July 2022 https://www.bankofcanada.ca/wp-content/uploads/2022/07/mpr-2022-07-13.pdf

Fiscal resilience and a manageable federal debt load

The COVID-19 pandemic and the resulting serious health and economic fallout were a once-in-a-century type of crisis. Addressing the detrimental effects on economic growth and employment required once-in-a-century measures and financial commitments that lead to significant short-term deficits. Canada's level of recovery spending is in line with most peer countries' economies. Although Canada's federal debt is higher than what we have become accustomed to over recent years, it is not a hindrance to providing fair wages and economic increases to federal public service workers.

Canada's fiscal management is historically sound (as reiterated in Budget 2022),

> *"Canada has a long history of prudent and sound fiscal management, along with several other strengths, such as economic resilience and diversity, effective policymaking and institutional frameworks, well-regulated financial markets, and monetary and fiscal policy flexibility. Together, these reinforce Canada's stable economic and fiscal position."*[9]

Compared with Q1 of 2021, Canada's deficit fell by $28.2 billion. Although, as a percentage of nominal GDP, the deficit in Q1 of 2022 was 2.7%, up from 1.8% in Q4 of 2021, the deficit has narrowed sharply since peaking at 21.6% peak in Q2 of 2020.[10]

The International Monetary Fund's (IMF) latest annual Article IV highlighted the resiliency of Canada's economy in an increasingly global economy, praising the government's debt reduction and long-term fiscal projections as *"welcome steps toward strengthening the fiscal framework"*. Starting from a position of financial strength and continued sound financial management, Canada's fiscal position remains in an enviable fiscal position relative to international peers. The IMF's latest projections affirm that Canada is expected to have the smallest deficit as a percentage GDP among the G7 countries and forecast to maintain this for the next three years. Canada's net debt burden as a share of GDP is also expected to be the lowest among the G7, where Canada's debt-to-GDP ratio is

[9] Budget 2022: https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html
[10] Government finance statistics, first quarter 2022. July 4, 2022. https://www150.statcan.gc.ca/n1/daily-quotidien/220704/dq220704a-eng.htm

30.5% in 2022, compared to the G7 average of 95.6%.[11] In line with the IMP projections, over the next three decades, Budget 2022 projects a decline in the federal debt-to-GDP ratio at a steeper rate of decline projected in the previous budget in 2021.[12]

> *"Our government is committed to continue building an economy that works for everyone where no one gets left behind. Despite the current global economic headwinds, I am pleased to note that the IMF confirms that Canada remains, and is projected to be for years to come, the leader in the G7 in terms of fiscal responsibility, and among the leaders in terms of economic growth and overall government deficit reduction."*
>
> *- The Honourable Chrystia Freeland, Deputy Prime Minister and Minister of Finance*

Federal public debt charges are projected to remain historically low at $42.9 billion (1.4% of GDP), well below pre-financial crisis levels of 2.1% in 2007-2008. In a scenario of higher than projected interest rates, for example 100 basis points higher than forecast through to 2027, public debt charges would increase by an additional $9.3 billion (0.3 percentage points of GDP) by 2028. This would bring them to 1.7%, below those at the end of the 2000s..[13]

Canada's public debt charges are forecast to remain at historically low levels, even in light of the expected rise in interest rates as indicated by private sector forecasters. Canada maintains its credit worthiness and stable outlook as all four major rating agencies have reaffirmed Canada's strong credit (Table 1).

[11] https://www.canada.ca/en/department-finance/news/2022/10/deputy-prime-minister-welcomes-international-monetary-fund-report-highlighting-resiliency-of-canadian-economy.html
[12] Budget 2022 https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html ;
DBRS Morningstar Confirms Government of Canada at AAA Stable Sovereigns. September 9, 2022. https://www.dbrsmorningstar.com/research/402559/dbrs-morningstar-confirms-government-of-canada-at-aaa-stable
[13] Budget 2022: https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html

Fitch confirms *"Canada's ratings reflect strong governance, high per capita income and a macroeconomic policy framework that has delivered steady growth and generally low inflation."*[14]

Table 1: Canada's Ratings and Outlook by major credit rating agencies

Agency	Rating	Outlook
Standard & Poor[15]	AAA	Stable
Moody[16]	Aaa	Stable
Fitch[17]	AA+	Stable
DBRS[18]	AAA	Stable

Economic Outlook – domestic and global effects

Most of the COVID-19 public health restrictions in Canada have been lifted as of fall 2021, allowing for a strong rebound in the service sector and full recovery of the rest of the economy that, in the fall of 2022, is in excess demand.

The war in Ukraine, and high inflationary rates along with elevated inflation expectations continue to weigh on global economic growth. However, by 2024, global economic growth is expected to rebound as the impact of the war subsides. Many central banks are responding to inflationary pressures by tightening monetary policy, leading to tightening financial conditions and tempering global economic growth, projected at 3.25% in 2022 and 2% in 2023.

In the short to medium term, Canadian GDP growth for the remainder of 2022 and 2023 have been revised down by the Bank of Canada, to 3.25% in 2022 and 1.75% in 2023,

[14] Fitch Ratings Report. June 2, 2022. https://www.fitchratings.com/research/sovereigns/canada-27-06-2022; Fitch Affirms Canada's Ratings at 'AA+'; Outlook Stable. June 14, 2022. https://www.fitchratings.com/research/sovereigns/fitch-affirms-canada-ratings-at-aa-outlook-stable-14-06-2022.
[15] [On April 28, 2022] S&P Global Ratings affirms Canada at "AAA" (Foreign Currency LT credit rating); outlook stable. April 28, 2022. https://cbonds.com/news/1784647/.
[16] Moody's affirms Canada's Aaa rating, citing economic strength. Bloomberg (online). November 19, 2020 https://www.bloomberg.com/news/articles/2020-11-19/moody-s-affirms-canada-s-aaa-rating-citing-economic-strength; https://countryeconomy.com/ratings/canada (accessed October 21, 2022)
[17] Fitch Affirms Canada's Ratings at 'AA+'; Outlook Stable. June 14, 2022. https://www.fitchratings.com/research/sovereigns/fitch-affirms-canada-ratings-at-aa-outlook-stable-14-06-2022
[18] DBRS Morningstar Confirms Government of Canada at AAA Stable Sovereigns. September 9, 2022. https://www.dbrsmorningstar.com/research/402559/dbrs-morningstar-confirms-government-of-canada-at-aaa-stable

while growth in 2024 was revised up to 2.5%. Projecting the trajectory of Canada's blazing 2022 economy going forward considers domestic factors including a very tight labour market, unemployment at a series low, and wide-spread labour shortages. Most of Canada's inflationary surge is due to global factors such as high prices for food and energy and trade-able goods. Ongoing high demand for goods is a significant factor, while supply-chain interruptions reduce the supply of goods and services. Businesses pass their higher costs to consumers, increasing inflation and decreasing spending power.

As of October 2022, slowly decreasing inflation along with a non-catastrophic moderation of economic growth suggests positive developments. Canada's economy will continue to be subject to some economic uncertainty, however Canada has largely avoided economic scarring due to the COVID-19 pandemic. Canadians (and other residents of Canada) and Canadian businesses have weathered the pandemic, and the government remains committed to support and secure economic growth as we face new challenges:

> *"Budget 2022 firmly pivots the government's focus from broad-based emergency COVID-19 expenditures—and towards targeted investments that will build Canada's economic capacity, prosperity, resilience, and security..."* [19]

This is in line with the government's continuing prioritization of appropriate program spending over fighting the deficit, before, during, and after the COVID-19 pandemic. Indeed, Canada's fiscal policy support has been one of the highest among the G7 peer countries**.** The government strategy of robust economic support directly contradicts the traditional position of fiscal restraint. In summary, Canada's fiscal position shows no obstruction to providing fair wages and economic increases to federal personnel.

[19] Budget 2022: https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html

The weight of the public sector in the Canadian economy

A report published in August 2022 by *l'Institut de recherche et d'informations socioéconomiques* (IRIS) indicate that investing in the public sector is beneficial, as it has a greater economic impact on GDP and jobs than investments in other industries. IRIS suggests that "*increased income from public sector job creation and wage indexing makes this anti-inflation strategy better for households than hiking the central bank's policy rate"*[20].

Furthermore, according to the IRIS report it is vital that we see public sector expenditures as potent investments in our economy and society, rather than as a money pit or net loss for taxpayers:

> *Public sector jobs can be a safety net during times of inflationary crisis. The public sector provides jobs that maintain a strong middle class, making it a key player in keeping the economy healthy. In times of high inflation, cost of living increases rapidly and workers' purchasing power can be easily undermined*[21]*.*

Resources spent on public sector employees not only help provide the public with essential services but become income for workers whose spending contributes to the economic development of numerous regions and communities. Wages that public sector employees spend make their way throughout the productive economy instead of being squirrelled away as private company profits[22].

Public-sector jobs contribute to a social context which favors growth by creating stability hubs throughout economic cycles, and by mixing up industries and economic growth, while maintaining a strong middle-class and reducing gender-based and race inequities in the workforce.

[20] Pierre-Antoine HARVEY and Guillaume HÉBERT, "With inflation on the rise, the Bank of Canada has two choices," Note, Institut de recherche et d'informations socioéconomiques (IRIS), August 11, 2022
[21] Idem.
[22] Idem.

RECENT AND RELEVANT SETTLEMENTS IN THE FEDERAL PUBLIC SECTOR

A new settlement trend as been established with more recent agreements

Even before the significant inflationary pressure of 2022, the Treasury Board Secretariat, in Summer 2021, established a wage increase pattern far in excess of its present proposal, which included additional monetary items for groups beyond general wage increases—with both the FB and RM groups. These additional monetary items amount to far more than Treasury Board's meagre general economic increase proposal for 2021. The Employer's proposal of 1.5% falls well below inflation, which was 3.4%, and those relevant 2021 negotiated settlements in the core public administration.

Federal Public Sector	2021	2022	2023	2024
Employer Offer	1.50%	3.00%	2.00%	1.75%
FB Group (PSAC) Border Service Officer	1.50% + $5,000 (5.61%) Paid Meal Allowance[23] **7.20%**	Under negotiation	Under negotiation	Under negotiation
RM Group (NPF) 1st Class Constable	1.75% + 1.50%[24] **3.28%**	1.75% + 2.27% **4.06%**		

[23] Appendix L, Paid Meal Premium: https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=10#tocxx329482

[24] RM Group, Appendix A: https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=28#tocxx329946

In addition to the increases voluntarily negotiated as cited above, the Statistical Survey Operations has been very recently awarded through interest arbitration under FPSLREA[25] higher wage increases and adjustments in 2021:

	2018	2019	2020	2021	2022
Statistical Survey Operations (SSO) Interviewers	2.80%	2.20%	1.50%	1.50% + 5.00% "Me too"	1.50% + "Me too"

As the table above demonstrates, the arbitration board implicitly recognized that recent settlement trends since previous agreements were reached in 2019 point to greater economic increases in 2021 than what was agreed by other bargaining agents.

Furthermore, recognizing that the PSAC has not yet set the pattern for the years 2021 and 2022 the board accordingly indicated the following:

> *Effective December 1st, 2021, and again on December 1st, 2022, an **"interim" increase of 1.5%.** Should the bargaining between the Alliance and the CPA's PA Group ultimately provide a general increase for either of those years that is higher than 1.5%, this group shall be entitled to retroactively receive the difference.*

What's more and relevant for the Chairperson to consider is that the FPSLREB concluded in a January 2013 TC group Public Interest Commission report that additional monetary items (i.e., allowances and wage-based market adjustments) form part of what is referred to as 'the pattern':

> [20] The Commission also observes that other negotiated settlements, arbitration awards and the recommendations of other Public Interest Commissions also included additional monetary items […] In addition, the parties agreed that a variety of specific, targeted adjustments were made in a number of bargaining units. The

[25] Board file: 585-24-44403: https://decisions.fpslreb-crtespf.gc.ca/fpslreb-crtespf/d/en/item/520981/index.do

> Commission has concluded that these adjustments form part of what we refer to as "the pattern." [PSLRB 590-02-11]

Section 175(e) of the FPSLRA has the Chairperson weigh 'the state of the Canadian economy' as a factor for consideration in its report. Inflation is a central part of the current Canadian economy. To ignore the 2021 inflation, which settled at 3.4%, in its wage increase proposal in 2021, also ignores the state of the Canadian economy that year.

At the table, Treasury Board has suggested that a 1.5% wage increase in 2021 reflects a 'pattern' in the core public administration, but such a proposal also ignores the FPSLREB's decision concerning what constitutes a 'pattern' relative to general wage increases *and* additional monetary items. There is no consistent pattern with fulsome consideration of the FB and RM group settlements.

Settlements are Catching up to Inflation

As year-over-year inflation started to rise above 2% in March 2021, ESDC also reported increasing annual averages in private sector settlements. However, relative to rapidly increasing inflation, the private sector settlements had only started to negotiate catch ups—this trend will continue. For example, in Ontario, private sector settlements for nearly 100,000 workers are averaging about 4.1% in 2022. In addition, the Statistics Canada September Labour Force Survey reported that "year-over-year growth in the average hourly wages of employees surpassed 5% for a fourth consecutive month in September (+5.2%). In comparison, year-over-year growth in the Consumer Price Index (CPI) was at, or above, 7.0% from May to August."[26]

Beyond the Core Public Administration and with a view of negotiated settlements and arbitral awards in the public and private sectors in the federal jurisdiction as well as Ontario, Quebec, and British Columbia, inflation is widely recognized and weighted as the preeminent economic reality impacting workers' wages. Put another way, inflation is the pattern. The growing body of negotiated settlements and arbitral awards responsive to high inflation and the erosion of workers' wages *is* the pattern to be replicated.

[26] Average hourly wages increase 5.2% on a year-over-year basis: https://www150.statcan.gc.ca/n1/daily-quotidien/221007/dq221007a-eng.htm

At the beginning of the year, January 2022, Arbitrator Kaplan in *TTC* wrote that with respect to inflation, there was no outcome with an inflation adjustment, negotiated or awarded, to replicate. That said, the award was short, specifically to allow parties to return to bargaining sooner "to negotiate fair and contextual outcomes, for example addressing inflation should it prove persistent." Inflation persist, and this argument has evolved. In Ontario, for example, arbitrators in the hospital and long-term care sectors have pointed to s. 9(1.1)3) of *HLDAA* to emphasize consideration of Ontario's economic situation, including the continued presence and persistence of high inflation. Similarly, in the federal context, FPSLRA s. 175(e) affords the Public Interest Commission's chairperson a similar latitude to account for the Canadian economic situation relative to persisting high inflation.

A series of arbitral awards from the first half of 2022 quickly recognized that high inflation moves settlements beyond what would have been considered normative and, accordingly, replicated such awards[27]. For example:

In April 2022. Arbitrator Chauvin in *Harvest Crossing* awarded 2% (+1.25) for 3.25% in 2021 and 2% (+1.25) for 3.25% in 2022. The Board noted at para. 10: *"the historically very high CPI, and this has also been taken into consideration in deciding which of the Union's proposals should be granted*."[28]

June 2022. Arbitrator Hayes in *Homewood* awarded 3% in 2021; and argued:

> *24. Further, with respect, we do not agree with previous awards that were inclined to reject inflation adjustments pending their initial adoption in free collective bargaining. The expressed concern at that time was that there were neither bargained nor adjudicated outcomes to replicate.*

[27] December 2021. Arbitrator Albertyn in *Cobblestone Gardens* awarded wage increases as high as 10% reflecting both inflation and market adjustments); February 2022. Arbitrator Steinberg in *Bradgate* awarded 2% (+2%) for 4% in 2021 and 2% (+1%) for 3% in 2022; March 2022. Arbitrator Albertyn in *Richview Manor Vaughan* awarded 2% (+1%) for 3% in 2021. June 2022. Arbitrator Steinberg in *Chartwell* and *Symphony Senior Living Orleans* awarded 3% in 2021; June 2022. Arbitrator Stout in *Oaks Retirement Village* awarded 2% (+1%) in 2021 and 2% (+2%) in 202; June 2022. Arbitrator Kaplan, in *Shouldice*, seemed to implicitly acknowledge that *TTC* no longer governed and awarded 2.5% in 2021 and 3% in 2022; October 2022. Arbitrator Kaplan, in Canadian National Rail Co. and IBEW System Council, No. 11, awarded a settlement with 3% in 2022; 3% in 2023; and 3% 2024.

[28] Harvest Crossing Retirement Community Esprit Lifestyle Communities Extendicare Canada v Service Employees International Union, Local 1 Canada, 2022 CanLII 33642 (ON LA), <https://canlii.ca/t/jnxpb>

25. We do not see that such a void should preclude arbitral attention to the issue, at least at this point in the economic cycle. The negative impact of inflation on wage rates is now so pronounced that the issue should not be punted downfield.[29]

The BC Government Employees Union (BCGEU) negotiated settlement, which was ratified on Oct. 18, 2022, included the following wage increases:

BCGEU – 19th Main Agreement (Exp. Mar. 31, 2025) [30]	**Effective April 1, 2022**	**Effective April 1, 2023**	**Effective April 1, 2024**
General Wage Increases	3.24% + $0.25 **= 4%**	Annualized average of BC CPI **= 5.55% to 6.75%**	Annualized average of BC CPI **= 2% to 3%**

In the Federal jurisdiction, Canadian Nuclear Laboratories and PIPSC reached a tentative agreement in February 2022. Even prior to peak inflation, this negotiated three-year settlement included wage increases of 3.5% in 2021, 3.5% in 2022, and 3.5% in 2023.[31]

Another federal example includes the recently ratified collective agreement between the Society of Professional Engineers and Associates and SNC-Lavalin's Candu Energy. The negotiated settlement's wage increases included 4.25% in 2022, 3% to 5% in 2023, 2.5% to 4% in 2024, 1.5% to 3.5% in 2025, and 1.5% to 3% in 2026.

In addition, the employer proposal is inadequate in comparison to the broader trends. For example, under legislation, the yearly salary increases of Senators and Member of Parliaments are tied to the average wage settlements negotiated in private-sector companies with more than 500 employees. Based on this automatic progression formula,

[29] Homewood Health Centre Inc. v United Food and Commercial Workers, Local 75, 2022 CanLII 46392 (ON LA), <https://canlii.ca/t/jpk7v>
[30] BCGEU – Highlights – Tentative Agreement – 19th Main Agreement: https://mcusercontent.com/c9125e48200e7a60add61b323/files/3b1eeb0c-c8d3-28b1-e0e9-875af940e7de/PS_Tentative_Agreement_Highlights.pdf. Ratified on 18 Oct. 2022: https://news.gov.bc.ca/releases/2022FIN0061-001559
[31] CRPEG Group (PIPSC): https://pipsc.ca/groups/crpeg/crpeg-bargaining-update-14

in 2021, salaries of Senators and Members of Parliaments increased 2.0%. With the private sector negotiating wage increases that attempt to catch up and keep up with high inflation, Senators and Members of Parliament will benefit through legislated indexation formula—their purchasing power more protected. Not so for public service workers. Treasury Board's wage proposal fails to protect workers' buying power.

Inflation is the pattern

It is generally accepted that when an Arbitrator is asked to determine wages, "*the governing principle is market replication, and the most important criteria are comparative*[32]". The factor of comparability has been applied by virtually all arbitrators as a major criterion in determining wages. For example, Arbitrator Kenneth Swan has stated that:

> *Fairness remains an essentially relative concept, and it therefore depends directly upon the identification of fair comparisons if it is to be meaningful; indeed, all of the general stated pleas for fairness inevitably come around to a comparability study. It appears to me that all attempts to identify a doctrine of fairness must follow this circle and come back eventually to the doctrine of comparability if any meaningful results are to be achieved*[33]*.*

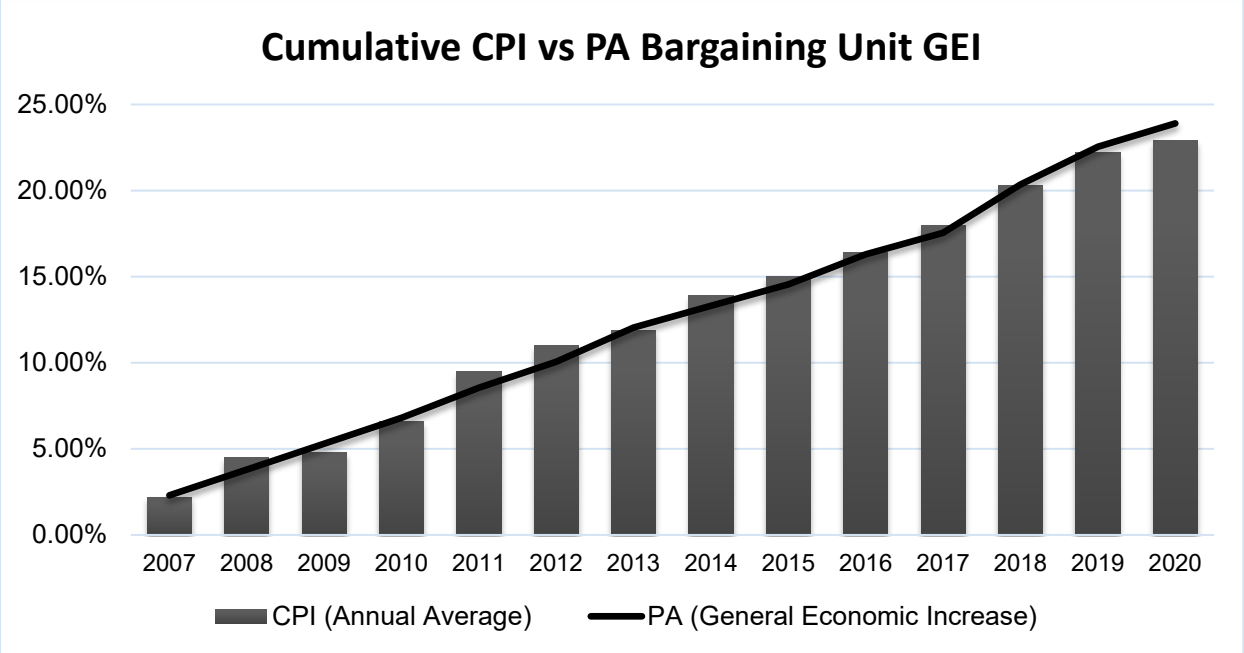
The Union submits that in the absence of a clear pattern of settlements by PSAC in the Federal Public Administration we should look at the parties bargaining history to meet the doctrine of comparability. The bargaining history of the PA units demonstrates that there is a clear pattern between inflation and general economic increases as shown in the table below.

	CPI Annual Average (%)	PA General Economic Increases (%)
2007	2.2	2.3
2008	2.3	1.5
2009	0.3	1.5

[32] Donald Brown and David Beatty, Canadian Labour Arbitration (Aurora: Canadian Law Book Limited, 2011)
[33] Kenneth Swan, The Search for Meaningful Criteria in Interest Arbitration, (Kingston: Queens University Industrial Relations Centre, 1978)

2010	1.8	1.5
2011	2.9	1.75
2012	1.5	1.5
2013	0.9	2
2014	2	1.25
2015	1.1	1.25
2016	1.4	1.75
2017	1.6	1.2
2018	2.3	2.8
2019	1.9	2.2
2020	0.7	1.35
AVERAGE	**1.64**	**1.70**

The graph below better illustrates how over the past fifteen years the cumulative CPI and general economic increases of the PA bargaining unit have been closely linked:

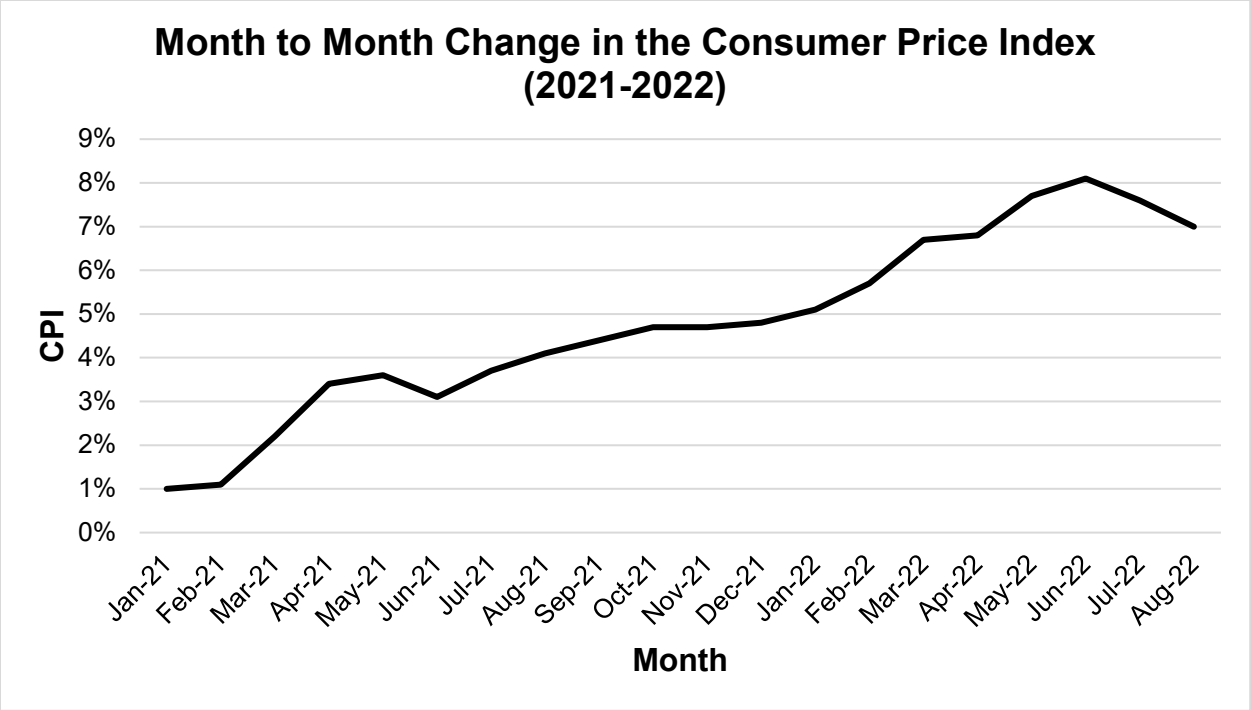


The same pattern can be observed for the three other bargaining units represented by the PSAC in the core public administration namely, EB SV and TC.

In that absence of a consistent pattern that reflects the state of the Canadian economy and in light of this historical correlation, the Union argues that inflation *is* the pattern. The Union respectfully requests that the Commission include in its recommendations that the parties should negotiate wages that keep up with inflation as it has been the established pattern in the past.

Current and projected cost of living

Canadians, including members of this bargaining unit, are subject to continuing increases in living expenses. The Consumer Price Index (CPI) measures inflation and an increase in CPI/inflation translates into a reduction of buying power. As CPI rises, we must spend more to maintain our standard of living.



Source: Statistics Canada. Table 18-10-0004-01 12-month change in the Consumer Price Index (CPI).

The following table of inflation rates (annual CPI increase shown in percent) for 2021, 2022 (forecast) and 2023 (forecast) was constructed from rates published by five major financial institutions.

Bank	2021	2022f	2023f
RBC[34]	3.4%	6.7%	3.2%
TD[35]	3.4%	6.9%	3.8%

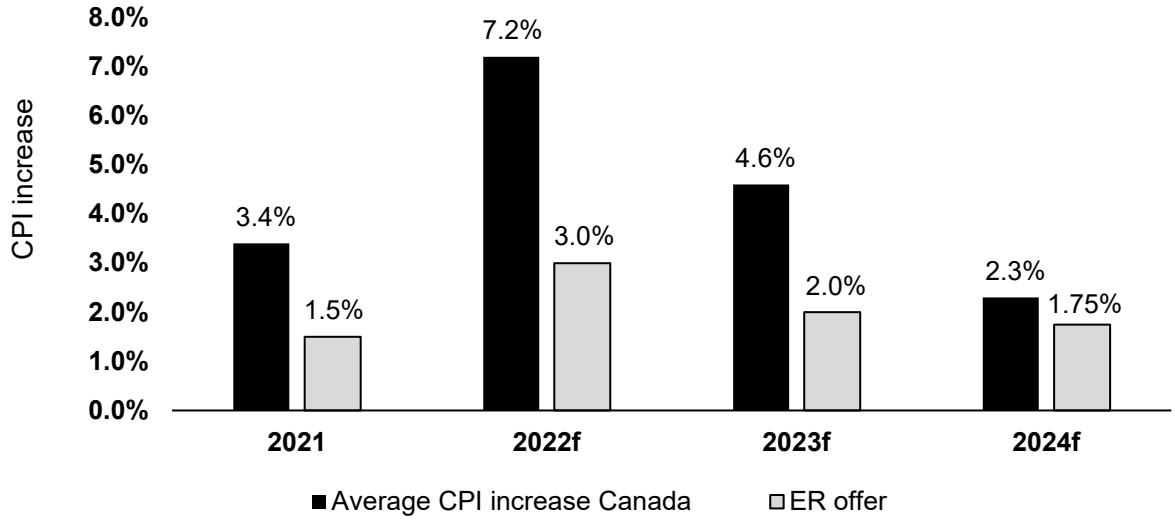
[34] RBC - Economic Forecast Detail – Canada, October 2022, https://www.rbc.com/economics-subscriber/pdf/economy_can.pdf?_ga=2.45783458.705135389.1666282283-1849140551.1666282283
[35] Forecast by TD Economics, September 2022, https://economics.td.com/ca-forecast-tables#lt-ca

Scotiabank[36]	3.4%	7.0%	3.8%
BMO[37]	3.4%	6.7%	4.5%
CIBC[38]	3.4%	6.7%	2.7%
AVERAGE	**3.4%**	**6.8%**	**3.6%**

The Employer offer falls well short of inflation

The inflation rate for 2021 and the latest projections put forward by the Bank of Canada for 2022, 2023 and 2024 indicate future losses in each year of the agreement for our members if they were to accept the Employer's offer.

Annual increases (%) in CPI outpace Employer's proposed increases in rates of pay (2021-2024)



Source: Bank of Canada Monetary Policy Report July 2022

[36]Scotiabank, Forecast Tables, October 2022, https://www.scotiabank.com/ca/en/about/economics/forecast-snapshot.html

[37] BMO, Inflation Monitor, October 2022, https://economics.bmo.com/en/publications/detail/bef1044f-8397-43ef-a96c-292fd2071c4c/

[38] CIBC - Provincial outlook, October 2022, https://economics.cibccm.com/cds?id=e40fa449-f38b-4268-ad48-f122d55fccdd&flag=E

The rising cost of food and shelter

While CPI increases outpace wage increases, as per the Employer's proposal, members would lose significant buying power and find it more difficult to meet their basic needs.

Prices for food purchased from stores continued to increase in September 2022 (+11.4%). This was the fastest year-over-year increase since 1981[39]. According to the Statistics Canada report on the Consumer Price Index the supply of food continues to be impacted by multiple factors, including extreme weather, higher input costs, Russia's invasion of Ukraine, and supply chain disruptions[40]. Food price growth remained broad-based (see table below).

Canadians pay more for many grocery items

	12-month % change
Cereal products	**17.9**
Coffee and tea	**16.4**
Bakery products	**14.8**
Non-alcoholic beverages	**14.7**
Fresh fruit	**12.7**
Fresh vegetables	**11.8**
Other food preparations	**11.7**
Dairy products	**9.7**
Fish, seafood and other marine products	**7.6**
Meat	**7.6**

Source: Statistics Canada Table 18-10-0004-01.

[39] Statistics Canada, Consumer Price Index, September 2022: https://www150.statcan.gc.ca/n1/daily-quotidien/221019/dq221019a-eng.htm
[40] Statistics Canada, Consumer Price Index, August 2022: https://www150.statcan.gc.ca/n1/daily-quotidien/220920/dq220920a-eng.htm

To understand the impact of rising food prices on the financial decisions of Canadians, Statistics Canada conducted the Portrait of Canadian Society survey from April 19 to May 1, 2022.

The results of the survey indicate that "*nearly three in four Canadians reported that rising prices are affecting their ability to meet day-to-day expenses such as transportation, housing, food, and clothing. As a result, many Canadians are adjusting their behaviour to adapt to this new reality, including adjusting their spending habits and delaying the purchase of a home or moving to a new rental"*[41].

Rising prices for food especially hurt lower and middle-income households and families, for whom food exhausts a much larger share of their budget. Such price increases put a disproportionate amount of strain on our members' family budget.

The rising cost of shelter is also affecting our members. In August, year-over-year growth in shelter prices (+6.6%) continued to remain high[42]. This occurred amid increases to the overnight interest rate by a total of three full percentage points in the last six months. Typical commercial variable mortgage rates have tripled[43], and the Bank of Canada has made it clear that there's more tightening to come.

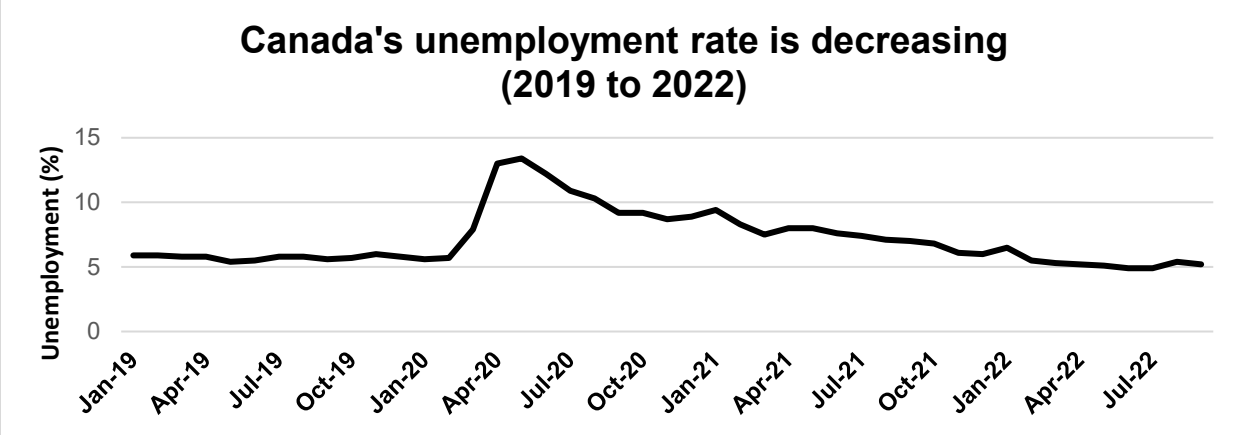
In summary, costs for the necessities of life including food and shelter continue to rise, making it more difficult to "just get by". And again, the Employer's proposed wage increases for 2021 and 202 fail to address these increasing costs of living.

Highly competitive labour market

The supply of labour has been a particularly important aspect of the labour market over the past year, in the context of record-high job vacancies earlier in 2022, as well as the longer-term issue of population aging. The unemployment rate as of September 2022 is

[41] Statistics Canada, Rising prices are affecting the ability to meet day-to-day expenses for most Canadians, https://www150.statcan.gc.ca/n1/daily-quotidien/220609/dq220609a-eng.htm
[42] Statistics Canada, Consumer Price Index, August 2022: https://www150.statcan.gc.ca/n1/daily-quotidien/220920/dq220920a-eng.htm
[43] 1. The Bank of Canada's "Estimated Variable Mortgage Rate" increased from 1.29% at the beginning of March to 4.53% on October 6;

at 5.2%, below those from previous years and near an all-time low (see figures below[44]).



And there is no change to this trend on the horizon. As of June 2022, there were fewer unemployed people (989,000) than job vacancies (1,038,000) in Canada[45]. It is the first time this situation has been observed since data from the Job Vacancy and Wage Survey became available in 2015. This labour market tightness is also reflected in employers' outlook. Two-fifths (38.7%) of respondents to the Canadian Survey on Business Conditions conducted in 2022 expect that recruiting skilled employees will be a challenge in the near future[46].

Canada's tight labour market has made it more likely for workers to seek alternative positions if they are not happy with their current employment situation. Results from a supplementary question added to the Labour Force Survey in August 2022 suggest that *"the number of Canadians who are considering a job change is on the rise. The proportion of permanent employees who were planning to leave their job within the next 12 months (11.9%) was almost double the level recorded in January 2022 (6.4%), when the question was last asked"*.[47]

[44] Source: September 2022 Labour Force Survey (3701), table 14-10-0287-01.[44]
[45] Labour Force Survey, June 2022, https://www150.statcan.gc.ca/n1/daily-quotidien/220708/dq220708a-eng.htm
[46] Statistics Canada, Canadian Survey on Business Conditions (CSBC), https://www.statcan.gc.ca/en/survey/business/5318
[47] Labour Force Survey, August 2022, https://www150.statcan.gc.ca/n1/daily-quotidien/220909/dq220909a-eng.htm

In order to better understand some of the determining factors for workers to change jobs, the August 2022 Labour Force Survey also included questions regarding the key reasons in support of a respondent decision to quit their current employment for the pursuit a new opportunity. Salary and benefits were the main reasons identified by the highest proportion of employees[48].

In addition to the current economic conditions, the labour supply is also affected by an aging population. According to the August 2022 Labour Force Survey 307,000 Canadians left their job in order to retire at some point in the last year, up from 233,000 one year earlier[49].

Federal public workers are getting ready for retirement

According to the Employer's data, a significant cohort of federal public workers are currently above 55 years of age, and this proportion has been increasing over time[50].

Age band	2010	2021
55 to 59	11.10%	11.50%
60 to 64	4.40%	6.00%
65 and over	1.30%	2.60%

This trend is also reflected in the number of hiring into the core public administration

Indeterminate hiring had been on the rise since the 2012 to 2013 fiscal year[51].

Year	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021
New Hiring	**4315**	**6093**	**7698**	**11085**	**14749**	**19245**	**19333**	**16528**

[48] Labour Force Survey, August 2022, https://www150.statcan.gc.ca/n1/daily-quotidien/220909/dq220909a-eng.htm
[49] Labour Force Survey, August 2022, https://www150.statcan.gc.ca/n1/daily-quotidien/220909/dq220909a-eng.htm
[50] Office of the Chief Human Resources Officer, Treasury Board of Canada Secretariat. Demographic Snapshot of Canada's Public Service, 2021
[51] Office of the Chief Human Resources Officer, Treasury Board of Canada Secretariat. Demographic Snapshot of Canada's Public Service, 2021

In the current labour market, the pool of qualified and performing new candidates is shrinking and competition for applicants is rising. With many members sitting at the top of their pay scale and nearing retirement, the Union argues there is a potential for recruitment and retention issues which ought to be considered. Given a consistently strong labour market and low unemployment, the Union believes salaries and wages should reflect these trends and remain competitive.

Salary Forecasts within a Tight Canadian Labour Market (2023)

In addition to rising inflation, the competitiveness of the labour market continues to influence trends in salary increases and magnify recruitment and retention challenges faced the Employer. At the same time, declining unemployment and stability in employment levels are indicators that the Canadian economy is doing well. Employers wishing to retain trained staff must increase wages to appropriate levels or risk losing them should the right opportunity present itself. Projections derived by research conducted by Normandin Beaudry, Willis Tower Watson, Mercer, PCI Compensation Consulting, and LifeWorks (formerly Morneau Shepell) indicate that employers are planning to increase salaries by an average of 3.9% in 2023.[52]

Observer	Sector	2023: Projected Increases (%)
Normandin Beaudry	All-sector	3.7
Willis Tower Watson	Professionals	3.7
Mercer	All-sector	3.9
PCI Compensation	All-sector	4.1
LifeWorks (formerly Moreau Shepell)	All-sector	3.9
Average	**All-sector**	**3.9**

[52] CPQ Salary Forecasts Special Report 2023 (reported Sep. 29, 2022): https://www.cpq.qc.ca/workspace/uploads/files/dossier_special_previsions_salariales2023_en.pdf

In Summary

The following summary reiterates the facts and arguments presented above which support the Union's position pertaining to rates of pay:

i. Budget 2022 stipulates the Canadian economy is healthy whereby Canada has some of the strongest indicators of financial stability in the G7 economies;

ii. The Government of Canada's deficit, as % of GDP does not present an obstruction to providing fair wages and economic increases to federal personnel;

iii. Public Sector jobs contribute to a social context which favours growth and the prosperity of the middle-class on which Canada's economy heavily relies.

iv. The economic increases should factor in relevant recently negotiated settlements and arbitral awards in the broader public sector;

v. The parties should negotiate wages that keep up with inflation as it has been the established pattern in the past;

vi. The Employer's proposed rates of pay come in well below inflation, affecting employees buying power and not accounting for the rapid rise in basic expenses such as food and shelter;

vii. Canada has a strong labour market and low unemployment, whereby competitive wages play a major role in recruitment and retention;

viii. The Employer's proposal for economic increases is below established and forecast Canadian labour market wage increases.

The Union respectfully submits that its proposals for competitive general economic increases stand by itself in light of the evidence presented above. General economic increases that keep up with inflation should not come at the expense of the Union's proposed market adjustment proposals to close longstanding wage gaps with the public and private sector outside the federal public service. For example, BCGEU's recently ratified tentative agreement addressed persisting inflationary pressures *and* occupation-specific market adjustments.

PSAC PROPOSAL

APPENDIX A - RATES OF PAY

Unless otherwise specified, all adjustments occur June 21, 2021, prior to application of the annual economic increase.

The Union's general economic increases proposal was made at the Common issues table on November 4th, 2021 and takes into account recent wage increases and CPI trends.

The Union proposes the following economic increases to all rates of pay for every PA, SV, TC and EB bargaining unit employees:

Effective 2021: 4.50%
Effective 2022: 4.50%
Effective 2023: 4.50%

The effective date is different for each collective agreement but in all case, it should be considered to be the day following the expiration date of the relevant collective agreement.

Market adjustments – *March 23, 2022, the Union provided the three (3) charts and this clarified language via email*

Adjustments based on CRA job rates

In order to restore appropriate relationships between and among classifications and occupations within the public service, the Union proposes to eliminate the pay gap between PA group members and comparable employees at the Canada Revenue Agency ("CRA"). To do so, we propose that, effective June 21, 2021, prior to applying an economic increase, the job rate for most levels in each classification be increased to equal the job rate (effective November 1, 2020) for the comparable SP level at CRA. Those that do not have a direct CRA comparator (as outlined in Appendix B of the CRA Collective Agreement), will be increased by the percentage for which there is the largest disparity within the identified PA category, as outlined in Chart A.

AS, IS & PM classifications adjustment

Within the PA group, the AS, IS and PM classifications have pay grids that are reasonably harmonized. These groups have a large comparable group within the CRA. To eliminate the pay gap between ASs, IS, and PMs and their respective comparators at CRA, the

Union proposes that the wage rates of the AS, IS, and PM classifications be increased to equal the SP maximum rates, as in Chart A, with the corresponding Delta percentage difference added at each of the prior steps within each level.

CR, DA & ST classifications adjustment

These groups have a large comparable group at the CRA. To eliminate the pay gap between CRs, DAs and STs and their respective comparators at CRA, the Union proposes that the wage rates for most of the levels in each of the ~~IS~~ CR, DA and ST classifications be increased to equal the SP maximum rates, as in Chart A, with the corresponding Delta percentage difference added at each step of the prior steps within each level. All CR, DA and ST levels not part of Chart A will be increased by the largest delta percentage disparity identified in the CR, DA and ST classification portion of Chart A. This results in an 15.9% market adjustment for each step within those classifications. Some examples are provided in Chart B.

WP, CM & OE classification adjustment

Neither WP, CM, nor OE classifications are listed as part of Appendix B of the CRA collective agreement, but in order to respect internal relativity and equity within the PA bargaining unit classifications, the Union proposes that the job rate for each level in the WP, CM and OE classifications be increased by largest delta percentage disparity identified in the AS, IS, and PM classification portion of Chart A. This results in an 8.4% market adjustment applied to each step, within each level of the WP, CM, and the OE classifications. Some examples are provided ed in Chart C.

CHART A

PA GROUP	CRA Group	PA GROUP June 21, 2020	CRA GROUP Nov 1, 2020	DELTA ($) PA vs CRA	DELTA (%) PA vs CRA
AS, PM, IS Adjustment					
AS-1/PM-1/IS-1	SP-4	61379	65,363	3,984	6.5%
AS-2/PM-2/IS-2	SP-5	65,887	70,749	4,862	7.4%
AS-3/PM-3	SP-6	70,622	76,545	5,923	8.4%
AS-4/PM-4/IS-3	SP-7	77,368	82,826	5,458	7.1%
AS-5/PM-5/IS-4	SP-8	92,412	97,339	4,927	5.3%
AS-6/IS-5	SP-9	102,712	108,042	5,330	5.2%
AS-7/PM-6/IS-6	SP-10	114,592	121,923	7,331	6.4%
CR, DA, ST Adjustment					
CR-1	SP-1	41,162	45,987	4,825	11.7%
CR-2	SP-1	43,215	45,987	2,772	6.4%
CR-3	SP-2	49,478	52,724	3,246	6.6%
CR-4	SP-3	54,857	58,453	3,596	6.6%
CR-5	SP-4	60,130	65,363	5,233	8.7%
DA-PRO-2	SP-2	45,473	52,724	7,251	15.9%
DA-PRO-3	SP-3	50,902	58,453	7,551	14.8%
DA-PRO-4	SP-4	56,690	65,363	8,673	15.3%
DA-PRO-5	SP-5	63,086	70,749	7,663	12.1%
DA-CON-1	SP-1	43,690	45,987	2,297	5.3%
DA-CON-2	SP-1	43,761	45,987	2,226	5.1%
ST-OCE-2	SP-2	46,546	52,724	6,178	13.3%
ST-OCE-3	SP-3	50,991	58,453	7,462	14.6%
ST-SCY-2	SP-3	51,772	58,453	6,681	12.9%

CHART B

DA-CON-4 – Annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4
C) June 21, 2020	$ 56,594	$ 57,978	$ 59,383	$ 60,777
Current rate by step + 15.9%	$ 65,592	$ 67,197	$ 68,825	$ 70,441
Market Adjustment	15.90%	15.90%	15.90%	15.90%
15.90%				

ST-SCY-3 – Annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4
C) June 21, 2020	$ 49,755	$ 51,179	$ 52,624	$ 54,041
Current rate by step + 15.9%	$ 57,666	$ 59,316	$ 60,991	$ 62,634
Market Adjustment	15.90%	15.90%	15.90%	15.90%
15.9%				

CHART C

WP-4 – Annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
C) June 21, 2020	$ 69,294	$ 72,069	$ 74,832	$ 77,596	$ 80,356	$ 83,570	$ 86,915	$ 91,732
Current rate by step + 8.4%	$ 75,115	$ 78,123	$ 81,118	$ 84,114	$ 87,106	$ 90,590	$ 94,216	$ 99,437
Market adjustment	8.40%	8.40%	8.40%	8.40%	8.40%	8.40%	8.40%	8.40%
8.40%								

OE-DEO-1 – Annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
C) June 21, 2020	$ 27,841	$ 28,712	$ 29,570	$ 30,423	$ 31,285	$ 32,150	$ 33,015	
Current rate by step + 8.4%	$ 30,180	$ 31,124	$ 32,054	$ 32,979	$ 33,913	$ 34,851	$ 35,788	
Market Adjustment	8.40%	8.40%	8.40%	8.40%	8.40%	8.40%	8.40%	
8.40%								

OTHER PAY NOTES

- Editorial changes to pay notes
- Any required pay note changes to reflect new pay scales and allowances (e.g. adjustments to wage grids)

RATIONALE

Market adjustment

The Union is seeking a market adjustment to obtain parity with salaries at the Canada Revenue Agency.

The compensation principle that wages should be determined in relation to relevant comparators is standard in interest arbitration and consistent with the Federal Public Sector Labour Relations and Employment Act (FPSLREA) and the criteria set out in the parties agreed-upon binding conciliation parameters.

The issue that the proposed market adjustments seek to rectify can be summarized as follows:

> Closing the wage gap between PA group members and CRA members. This disparity and the appropriateness of the comparators have been clearly stated by the CRA and previous Public Interest Commissions.

It should be noted that during this round of bargaining, the Employer offered little comment or rationale for its rejection of these demands throughout numerous bargaining sessions over the span of a year.

CRA-PA disparity

It is the Union's position that the CRA is an appropriate Federal Public Sector comparator for wages in the PA group given that members under the CRA SP classification system were originally under the PA group classification. The appropriateness of this comparison has been validated by affirmations made by the Canada Revenue Agency as well as the Public Interest Commission.

The CRA bargaining unit was carved out of the PA group in 1999. The new SP classification came into effect in November 1, 2007 after a classification review was completed. Non-supervisory positions classified as PM, IS, AS, CR, etc. were converted to this new classification and consequently, new wages were negotiated following this

conversion. The legacy groups of the SP classification at CRA are found in the Exhibit B of the CRA collective agreement (Exhibit A1).

In its January 24, 2018 submission to the binding conciliation Board, the Canada Revenue Agency was of the view that:

> *The CRA submits that comparing wage rates between the CRA and the Treasury Board is the appropriate indicator of external comparability. The legacy groups from the CPA are those with which employees of the SP and MG groups relate to most. In comparing the maximum rate of pay for each level of the SP and MG groups to the former PA group, from which the vast majority of the positions were converted, the CRA leads the PA group at all maximum salary step levels* (Exhibit A2).

In its 2018 submission to the Board, CRA also notes that:

> *Furthermore, the PSAC-PDAS group maintains an approximate salary advantage of 10.5% when compared to the PSAC PA group in the core public sector.*

The calculation table which CRA included in its 2018 submission is found in Exhibit A2.

Indeed, the idea of external comparability of CRA and the PA group was highlighted in the Public Interest Commission report regarding the CRA chaired by Ian R. Mackenzie and released on November 26, 2014, affirming that:

> *[27] (…) The factors for a PIC to consider in making its recommendations include the comparability of terms and conditions of employment between occupations within the public service and comparability relative to employees in similar occupations (section 175 of the PSLRA). The majority of the PIC is of the view that the most comparable group within the core public service is the PA group.*[53]

In its 2018 binding conciliation report, the Board again made note of the Employer's reliance on the 2014 PIC response, stating:

[53] Report of the Public Interest Commission, PSAC-CRA, November 26, 2014: https://www.ute-sei.org/sites/ute/files/migrated/English/docs/bargaining/PSAC-CRA-PIC-final-report.pdf

[22] *To support its position, the Employer cites the findings of the 2014 Public Interest Commission (PIC), chaired by Ian R. Mackenzie, which found that "The majority of the PIC is of the view that the most comparable group within the core public service is the PA group." In comparing the maximum rate of pay for each level of the SP and MG groups to the former PA group, from which the vast majority of the positions were converted, the CRA maintains that it leads the PA group at all maximum salary step levels* (Exhibit A3).

It also reiterated the argument presented by the Employer regarding the mandate given to CRA by Treasury Board:

Effective December 2012, the CRAA was amended to require that the CRA have its negotiating mandate approved by the President of the Treasury Board before entering into collective bargaining with the Bargaining Agent for a bargaining unit composed of Agency employees. Additionally, the CRA is required by section 112 of the FPSLRA to obtain Governor in Council approval to enter into a collective agreement. Collective bargaining must be done within the mandate approved by the President of the Treasury Board, who maintains an expenditure management role in relation to separate agencies. The Board of Management continues to exercise oversight over collective bargaining and now recommends negotiating mandates to the President of the Treasury Board.

As is the case with most other federal government employers, the CRA receives funding from the Treasury Board. The CRA must submit to the Treasury Board an annual financial statement outlining, among other things, its expected expenses and liabilities. In addition, each fiscal year the Minister of National Revenue is required to report to Parliament on the CRA's planned expenditures through its Report on Plans and Priorities and subsequently provides a summary of its accomplishments against the planned resource requirements in the Departmental Performance Report.

Furthermore, as the PIC and the CRA have noted, the mandate for bargaining salaries for CRA and the PA group are both provided by Treasury Board.

The Union believes that the calculations submitted by to the Board by the CRA comparing the SP group classifications to PA group classifications are accurate (Exhibit A2). Contained in the Union's proposal are the comparable PA classification group (Chart A). The Union submits that there is a significant disparity between the PA group and comparable classifications at the CRA that needs to be rectified.

With regards to the WP classification, the Union is proposing the same adjustment in order to maintain internal relativity with other classifications. Furthermore, the Union has determined that this is congruent with the economic adjustment required for the growing disparity between WP members relative to CX classifications as described in the rationale to increase the allowance contained in Appendix Q - Memorandum of Understanding and the Public Service Alliance of Canada with Respect to Welfare Programmes Group Working as Parole Officers and Parole Officer Supervisors.

The Union respectfully requests that the PIC recommend a market adjustment that corrects for the disparity between CRA and PA group members in line with its previous affirmations of the appropriateness of the market comparison.

PSAC PROPOSAL

INDEXING OF ALLOWANCES TO THE GENERAL ECONOMIC INCREASE

The allowance shall be increased by the applicable general economic increase in each year of the collective agreement.

RATIONALE

The Union is proposing to increase the following allowances by the applicable general economic increase in each year of the collective agreement:

- Art. 61 – CSSDA; NEW – Indigenous Language Allowance; NEW ALLOWANCE for the case managers at Veteran Affairs in the WP Classification; NEW ALLOWANCE for all employees outside of CSC who work in an environment where there is the possibility of in-person interaction with inmates, offenders, or judicial files; Appendix J; Appendix O; and Appendix Q.

By maintaining these allowances as a fixed dollar amount in each year of the contract, the allowances are left vulnerable to erosion by inflation. What's more is that the relativity between the value of the allowances and the members' annual rates of pay, which increase each year, must be maintained through an upward adjustment to the allowances. Put another way, as wages increase, but allowances remain the same, the proportional value of the allowances are diminished relative to the first year of the collective agreement or to when the allowances were originally bargained. The Union submits this proposal should form part of the Commission's recommendations.

PSAC PROPOSAL

ARTICLE 27 - SHIFT AND WEEKEND PREMIUMS

27.01 Shift premium

An employee working shifts will receive a shift premium of two dollars **and fifty cents** ($2**.50**) per hour for all hours worked, including overtime hours, between 4 pm and 8 am. The shift premium will not be paid for hours worked between 8 am and 4 pm.

27.02 Weekend premium

a. An employee working shifts during a weekend will receive an additional premium two dollars **and fifty cents** ($2**.50**) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

b. Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

RATIONALE

Employees have not seen an increase in shift premium since 2002, more than two decades ago. While wages have been adjusted substantially over the same period, shift and weekend premiums have remained unchanged, their value eroded by inflation.

The Union further proposes an elevated shift premium for overnight and weekend hours, recognizing the additional hardship of work during that period. This is a common arrangement in other collective agreements.

While shift work may be critical for the operation of important government services that require around-the-clock staffing, the impact of those schedules on the health and welfare of the employees is significant.

In light of the aforementioned facts, the Union respectfully requests that these proposals be included in the Commission’s recommendations.

PSAC PROPOSAL

ARTICLE 61 - CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

61.02 The CSSDA shall be two thousand dollars ($2,000) annually and paid on a biweekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month. **The allowance shall be increased by the applicable general economic increase in each year of the collective agreement.**

RATIONALE

See Appendix A.

PSAC PROPOSAL

NEW ARTICLE - INDIGENOUS LANGUAGE ALLOWANCE

The union RESERVES the right to table further proposals under this article pending receipt of additional data from the Joint Committee on Indigenous Languages.

Employees who use an Indigenous language in the workplace shall be paid an Indigenous Language Allowance of $1500 annually.

The allowance shall be increased by the applicable general economic increase in each year of the collective agreement.

RATIONALE

Resulting from colonization, Indigenous peoples in Canada have suffered a long period of "cultural genocide" as demonstrated by the experience of children and families affected by the residential school system in Canada. In 2008, the Prime Minister of Canada formally apologized to former students of the residential schools, acknowledging that the policy of sending Aboriginal students away from their families to these schools "… has had a lasting and damaging impact on Aboriginal culture, heritage and language."[54]

Recognition of, and support for Indigenous languages in Canada (which include First Nations languages) are a significant part of the Calls for Action included in the Truth and Reconciliation Commission of Canada's 2015 Report.[55] The recommendations notably call for federal funding for "preservation, revitalization and strengthening" of Indigenous languages. Similarly, the Calls for Justice from the National Inquiry into Missing and Murdered Indigenous Women and Girls include calls for the federal government to invest in aboriginal language and culture in order to recognize, protect and revitalize them.[56] The Union believes that the Employer should support the calls to act in these critically

[54] Statement of Apology to former students of Indian Residential Schools, on behalf of the Government of Canada. June 11, 2008: https://www.rcaanc-cirnac.gc.ca/eng/1100100015644/1571589171655
[55] Truth and Reconciliation Commission Calls to Action, 2015: https://ehprnh2mwo3.exactdn.com/wp-content/uploads/2021/01/Calls_to_Action_English2.pdf
[56] National Inquiry into Missing and Murdered Indigenous Women and Girls, Calls for Justice: https://www.mmiwg-ffada.ca/wp-content/uploads/2019/06/Calls-Web-Version-EN.docx

important reports by recognizing Indigenous languages used by employees through their work by the provision of an Indigenous Language Allowance.

The Federal Government itself has shown commitment to Indigenous Languages by passing Bill C-91 – the *Indigenous Languages Act.*[57] It is therefore completely incomprehensible to the Union that Employer continues to resist a modest monetary recognition of use of an Indigenous language by its own employees.[58] The addition of an ILA would serve to recognize the role that PA members play in supporting the delivery services and programs in Indigenous languages, which is required in many departmental mandates, and recognize their contribution to the overall aim of promoting access to, restoring and reviving Indigenous languages in Canada.

As per Appendix P of the last agreement, the parties undertook a joint study on the Use of Indigenous Languages (Exhibit A4). This initial piece of research into the subject found that at least 168 PA employees use an Indigenous Language in the workplace.

In the last round of bargaining, regarding an earlier iteration of this proposal to recognize the skills of teachers of Indigenous Languages, the PIC noted that, "…the time for taking this important step has clearly come."

An Indigenous Language Allowance would also follow replication. The Statistics Survey Operations (SSO) and PSAC agreement provides for a 41 cent-per-hour premium for second language fluency. The Government of the Northwest Territories and Union of Northern Workers agreement provides for a bilingual bonus of $1,200 per annum to employees who use two or more territorial official languages. The government of Nunavut provides a bonus, varying from $1,500 to $5,000 per annum. Numerous northern hamlets, housing associations and municipalities also offer various amounts for use of an Indigenous Language (Exhibit A5).

[57] Indigenous Languages Act, S.C. 2019, c. 23, https://laws-lois.justice.gc.ca/eng/acts/i-7.85/page-1.html
[58] August 2022, CBC News, *Feds won't extend bilingualism bonus to employees who speak an indigenous language*: https://www.cbc.ca/news/canada/north/indigenous-languages-bilingual-bonus-1.6559605

The Union finds it incomprehensible that a government which has introduced a new national holiday to mark “truth and reconciliation” would not offer a modest financial recognition to those (very few) employees who use their indigenous language at work in service to Canadians.

PSAC PROPOSAL

ARTICLE 66 - PAY ADMINISTRATION

66.07

a. When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity ~~and performs those duties for at least three (3) consecutive working days or shifts~~, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.

b. When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

RATIONALE

66.07 (a) With respect to Article 66.07(a), the current language states that an employee only receives acting pay after working in an acting assignment for three or more days or shifts. What this has meant in practice is that an employee may work for two days in an acting assignment, taking on the responsibilities associated with the position, and not receive any additional compensation for it. Indeed, the employee would not receive compensation commensurate with the job being undertaken on behalf of the Employer.

The Union submits that the three-day threshold contained in the current Article 66.07 is inconsistent with the current Article 66.02, in that an employee working in an acting assignment under the current language for two days is not being “paid for services rendered”. The Union’s proposal would rectify this inconsistency and ensure that employees asked to perform duties in a higher classification are paid accordingly.

The Union respectfully requests that the Commission include the above proposals in its recommendations.

PSAC PROPOSAL

NEW ALLOWANCE - CASE MANAGERS AT VETERANS AFFAIRS IN THE WP CLASSIFICATION

- **Annual allowance of $2000.00.**
- **The allowance shall be increased by the applicable general economic increase in each year of the collective agreement.**

RATIONALE

The Union is seeking an allowance to recognize and compensate Case Managers at Veterans Affairs in the WP Classification for the distinct skills and effort required of them, as well as the additional risk of overall strain, including physical harm and mental health injury, due to the nature of their work supporting this unique client population.

The Veterans that Case Managers serve include many who have experienced trauma during their military service, including that associated with regular operations, horrifying situations as a result of serving with peace-keeping operations and/or as a result of serving in active war zones. As a result, many Veterans are likely to suffer from injury to their mental health, which can include conditions such as Post-Traumatic Stress Disorder (PTSD). The damaging and long-lasting impact of PTSD on soldiers has been amply studied elsewhere and is vividly and capably chronicled in the book *Waiting for First Light: My Ongoing Battle with PTSD* by former General and retired Senator Romeo Dallaire.[59] Case Managers support veterans, performing a crucial, unique and specialized function. As a result of the traumatic situations they may have been exposed to, the clientele of Veterans Affairs requires specialized support and is more likely to exhibit volatile or challenging behaviors, which can be targeted at employees and result in extremely challenging and highly stressful interactions for Case Managers.

[59] Published in 2019 by Vintage Canada (Penguin, Random House)

Often, veterans are discharged well-before their normal retirement date due to physical or mental injury. It is at this very challenging moment in their lives that these career soldiers must learn how to reintegrate into civilian society and begin to navigate everyday life outside of the military institution. Case managers report supporting veterans in everything from finding a family doctor or dentist, to learning to cope with an acquired disability, to figuring out what their goals might be for the rest of their lives as civilians.

Interviews with members suggest that as many as 50 percent of veterans served by the department have experienced or are experiencing mental health issues. This results in a number *of* Veterans interacting with their Case Manager when they are in a crisis situation, further heightening the stakes and demands that the Case Manager employ their specialized skills under unpredictable, high-stress conditions, all while being exposed to unique types and levels of psychosocial strain, as well as both direct, and vicarious trauma.

The Union submits that the time has long past come for the employer recognize and compensate Case Managers in the WP classification for the enhanced resiliency and skill required of them in order do their very important work. The remuneration these employees currently receive does not recognize the additional skill and effort required of them due to their very specific working conditions.

The union respectfully requests that this proposal form part of the Commission's recommendations.

PSAC PROPOSAL

NEW ALLOWANCE - ALL EMPLOYEES OUTSIDE OF CORRECTIONAL SERVICE OF CANADA WHO WORK IN AN ENVIRONMENT WHERE THERE IS THE POSSIBILITY OF IN-PERSON INTERACTION WITH INMATES, OFFENDERS

- **Annual allowance of $1750.00.**
- **The allowance shall be increased by the applicable general economic increase in each year of the collective agreement.**

RATIONALE

The Union is seeking an allowance, similar to the allowance provided under *Article 60 – Correctional Service Specific Duty Allowance*, to recognize and compensate for the unique responsibilities of employees within a number of departments across the Federal Public Service engaged in what may be broadly defined as law enforcement activities.

Employees who work in an environment where there is the possibility of in-person interaction with inmates, offenders are subject to heightened risk and unique requirements in order to perform their duties; members in the PA category who are employed outside of the Correctional Service of Canada receive no monetary recognition for this.

Like Parole Officers employed by Correctional Service of Canada, the jobs of employees at the National Parole Board require them to work in close proximity to violent or potentially violent offenders who additionally may be emotionally distraught at the time of Parole Board hearings. Given that these employees deal, in the performance of their duties, with the same offenders whom Parole Officers at Correctional Service Canada work with, employees at the National Parole Board of Canada should also be recognized for this unique responsibility.

Other PA members, such as, but not limited to, those employed at the Department of Justice, Public Safety, and civilian employees of the RCMP, perform a range of functions within the broad category of law enforcement that may require them to interact with inmates or offenders at various stages of processing.

Other PA members across the Federal Public Service may hold an equivalent classification and receive the same pay, yet are not subject to the unique challenges, risks and responsibilities that these employees face due to the unique nature of their work environment. In recognition of their additional and unique responsibilities the Union respectfully requests that the Commission recommend the Union's proposal for an Allowance for all employees outside of the correctional service of Canada who work in an environment where there is the possibility of in-person interaction with inmates, offenders.

PSAC PROPOSAL

The Union has modified its proposal on Appendix J 1. (b) since the PIC filing.

APPENDIX J - MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD (HEREINAFTER CALLED THE EMPLOYER) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (HEREINAFTER CALLED THE ALLIANCE) IN RESPECT OF THE PROGRAM AND ADMINISTRATIVE SERVICES GROUP: ~~COMPENSATION ADVISORS~~ RETENTION ALLOWANCE FOR EMPLOYEES WORKING IN COMPENSATION OPERATIONS

1. In an effort to increase retention of all ~~compensation advisors and~~ employees working in compensation operations ~~at Public Service and Procurement Canada or departments not serviced by the Pay Centre~~ who perform work directly related to compensation operations, including processing transactions, at the CR-05, AS01, AS02, AS03 or AS04 group and levels, the Employer will provide a "retention allowance" for the performance of compensation duties in the following amount and subject to the following conditions:
   a. Effective according to the dates determined by subparagraph 2) a) ii) of Appendix F, employees falling into the categories listed above shall be eligible to receive an allowance to be paid biweekly;
   b. The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eighty-eight (260.88);

Retention allowance

Annual	Daily
~~**$4500**~~ $3,500	~~**$17.25**~~ $13.42

   c. The allowance shall be increased by the applicable general economic increase in each year of the collective agreement.
   d. The retention allowance specified above does not form part of an employee's salary;
   e. The retention allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under Article 38 and 40 of this collective agreement;
   f. Subject to (f) below, the amount of the retention allowance payable is that amount specified in paragraph 1(b) for the level prescribed in the certificate of appointment of the employee's CR-05, AS01, AS02, AS03 or AS-04 position. ~~Compensation Advisors at the AS-01, AS-02 and AS-03 levels working in departments serviced by the Pay Centre who were receiving the $2,500 allowance under the previous collective agreement and who are not entitled to the $3,500 allowance under the current agreement will continue to receive an annual allowance of $2,500 ($9.58 daily)~~;

g. When a compensation advisor or employee as defined in clause 1 above is required by the Employer to perform duties of a classification level that does not have a retention allowance, the retention allowance shall not be payable for the period during which the employee performs the duties.

2. A part-time employee receiving the allowance shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.
3. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.
4. This memorandum of understanding expires with the signing of a new collective agreement.

Signed at Ottawa, this ~~9~~th day of the month of ~~July 2020.~~

RATIONALE

Appendix J was first negotiated during the 2010 round of collective bargaining to address recruitment and retention issues for Compensation Advisors. It was a time of upheaval for Compensation Advisors, as Treasury Board was in the midst of reducing their numbers from approximately 1,700 to 500 and relocating the main compensation activities of the Employer to the new Public Service Pay Centre in Miramichi, N.B. While simultaneously radically downsizing its complement of experienced staff and consolidating the bulk of the compensation work to Miramichi, the Employer also purchased a flawed new software system, known as Phoenix. It is fair to say the government did not take into consideration the implications of taking both actions at the same time and failed to foresee the Phoenix pay system disaster that was to emerge in 2016. The Phoenix pay disaster has been well-documented and publicized,and continues to cause significant pay disruptions for employees of the Federal Public Service.

First, the Union proposes to modify the name of this allowance to Retention Allowance for Employees Working in Compensation Operations, both for clarity and consistency with the employer's internal terminology and in acknowledgement that that many of the employees captured by the allowance do not hold the position title of Compensation Advisor.

1 and 1(f): The Union proposes to remove problematic language that establishes an unfair and unproductive distinction between compensation operations employees who work in departments served and not served by the pay centre. Whether or not they work in departments serviced by the pay centre, employees charged with these functions are exposed to the same exhausting work resulting from the employer-created Phoenix disaster, and these employees deserve to receive an equivalent allowance in recognition of this fact. From the perspective of employees who work in this area, the existing disparity in allowances is observably unfair, and has created an incentive for these employees to move to departments not served by the pay centre in order to access the higher allowance. Given that this is a retention allowance, the employer should be mindful that the current two-tiered system undercutting its named purpose.

1(b) The Union wishes to withdraw its proposal to increase the amount of this allowance from $3500 to $4500 in the interest of focussing on its proposal to move to a single $3500 allowance for all employees who work in compensation operations, as stated above.

1(c) See Appendix A

Although the Union's proposals are not able to repair the damage caused by Phoenix or the flawed system itself, they do offer some additional compensation to employees engaged in a Sisyphean task and provide a meaningful retention and recruitment tool to the Employer. The Union therefore respectfully requests that the Commission recommend the adoption of its proposal.

PSAC PROPOSAL

APPENDIX O - MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT OF EMPLOYEES IN THE PROGRAMME ADMINISTRATION (PM) GROUP WORKING AS FISHERY OFFICERS

1. The Employer will provide an annual allowance to incumbents of Programme Administration (PM) Group positions at the PM-05 to PM-06 levels for the performance of their duties as Fishery Officers.
2. The parties agree that PM employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
   a. Effective according to the dates determined by subparagraph 2) a) ii) of Appendix F, employees falling into the categories listed below shall be eligible to receive an allowance to be paid biweekly;
   b. The allowance shall be paid in accordance with the following table:

Annual allowance: Programme Administration (PM)	
Positions	Annual allowance
PM-05	$3,534
PM-06	$3,534

   c. The allowance shall be increased by the applicable general economic increase in each year of the collective agreement.
   d. The allowance specified above does not form part of an employee's salary.
3. An employee in a position outlined above shall be paid the annual allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
4. Part-time employees shall be entitled to the allowance on a pro-rata basis.
5. This memorandum of understanding expires on June 20, **2024** ~~2021~~.

RATIONALE

See Appendix A.

PSAC PROPOSAL

APPENDIX Q - MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO WELFARE PROGRAMMES (WP) GROUP WORKING AS PAROLE OFFICERS AND PAROLE OFFICER SUPERVISORS

1. The Employer will provide an allowance to incumbents of Welfare Programmes (WP) Group positions at the WP-04 level working as a Parole Officer and WP-05 level working as a Parole Officer Supervisors or Parole Officer Managers at Correctional Services Canada (CSC).
2. The parties agree that WP employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
   a. Effective according to the dates determined by subparagraph 2) a) ii) of Appendix F, employees falling into the categories listed below shall be eligible to receive an allowance to be paid biweekly;
   b. The allowance shall be paid in accordance with the following table:

Annual allowance: Welfare Programmes (WP)	
Positions	Annual allowance
WP-04	**$7000** ~~$2,000~~
WP-05	**$7000** ~~$2,000~~

   c. The allowance shall be increased by the applicable general economic increase in each year of the collective agreement.

   d. The allowance specified above does not form part of an employee's salary.

~~3. An employee in a position outlined above shall be paid the annual allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.~~

4. Part-time employees shall be entitled to the allowance on a pro-rata basis.
5. This memorandum of understanding expires on June 20, **2024** ~~2021~~.

RATIONALE

2. (b) The Union is seeking an increase in this allowance to $7,000 annually to be paid to Parole Officers and to Parole Officer supervisors and managers (who have varying titles) employed by the Correctional Service of Canada, in recognition of their unique roles and in recognition of the distinct responsibilities and substantial legal liabilities these employees bear.

Parole Officers are classified as WP-04s and their supervisors and managers are in the WP-05 classification. These classifications are shared with Program Officers in the institutions, the community correctional centres and the community parole offices. They are also shared with Adjudication Officers and other positions at Veterans Affairs Canada. While all of these jobs, both in Corrections and in Veterans Affairs, carry with them significant responsibilities, Parole Officers function as the principal managers of the entire correctional intervention team, and carry with them exceptional legal liabilities. As a result, the unique responsibilities and legal accountability which form part of the job of a Parole Officer is not reflected in their wages, relative to those employees whose jobs do not have the same responsibilities or educational requirements.

Approximately 2,400 employees are classified as WP-04 in the federal public service roughly 570 are classified as WP-05. Within these classifications, slightly more than half are Parole Officers or Parole Officer managers/supervisors. Parole Officers and their managers/supervisors work solely at CSC.

Parole Officers are the “drivers” of the case management process at CSC. They manage a caseload of offenders and offer direction, leadership and expertise to a multi-disciplinary team that may be comprised of scores of correctional and criminal justice partners (such as Program Officers, Aboriginal Liaison Officers, social workers, psychiatrists, psychologists, behavioural therapists, health care providers, and so on); as well as independent third parties.

Job descriptions make note of these unique responsibilities and the leadership role of Parole Officers within the WP-04 and WP-05 classification, stating that:

> *As the driver of the case management process, the incumbent manages a caseload and offers direction, leadership and expertise to a multi-disciplinary team comprised of correctional and/or criminal justice partners (including other Parole Officers, Managers, Assessment and Intervention and/or Parole Officer Supervisors, Program Officers, Psychologists, Community-Based Residential Facility staff, health care providers, police, lawyers, Crown counsel, judges, provincial probation and parole officers, provincial authorities, reserve Chiefs, etc.), independent third parties and offenders*
> *(…)*

> *May represent the Department and/or participate/chair on various committees or working groups including interdepartmental or federal/provincial/territorial/municipal government committees; joint Correctional Service of Canada/Union Solicitor General Employees working groups/advisory committees; and/or, may participate in legal proceedings at trials, in courts or at hearings.* (Exhibit A6)

In order to be hired as a Parole Officer or manager or supervisor of Parole Officers, the employee is required to be a Peace Officer, and must have a university degree (often in a social sciences field such as social work, criminology, sociology, or psychology).

The job description for Parole Officers also recognizes the contribution Parole Officers make to the safety of the public and of other staff, and their role in managing offender risk by encouraging and assisting offenders under sentence to become successfully reintegrated as law-abiding citizens in the community.

Moreover, Parole Officers and their supervisors make the final recommendation as to whether an offender is a candidate for parole or not. This is a singular legal liability for a Parole Officer or their supervisors, who are held accountable if a released offender re-offends. Both Parole Officers and their supervisors must sign off on the release reports.

The central responsibilities as well as legal accountability borne by Parole Officers are also borne by WP-05 Parole Officer supervisor and managers, regardless of whether they work in institutions or in the community, and whether their titles are Supervisor, Manager of Risk and Assessments (MAI) or Community Correctional Centre Managers.

The job description of a WP5 Community Correctional Centre Manager highlights not only the high level of responsibility accorded to Parole Officer supervisors but also the legal accountability:

> *Ensures that offender risk is effectively managed through continuous assessment of offenders and information sharing with all members of the Case Management Team, law enforcement agencies and the Parole Board of Canada. When it is*

determined that an offender's behaviour cannot be adequately managed within the CCC, the CCC Manager has the designated authority to suspend release and return the offender to a correctional institution. If it is subsequently determined that the offender can be managed in the community, the CCC Manager has the authority to cancel the Warrant of Suspension. A consequence of error could result in legal action being taken by the offender against the Service, loss of credibility with the Parole Board of Canada or loss of jurisdiction which could impact negatively on public safety. (Exhibit A7)

Parole Officers and their managers/supervisors are distinct in terms of responsibilities and accountability in a myriad of ways. They are responsible for representing CSC during Parole Board of Canada hearings, they are almost always chosen to represent CSC as witnesses during court trials and are investigated following any incidents involving a delinquent.

As leaders of case management teams, Parole Officers are also the representatives on several committees:

- Mental health committees
- Methadone / suboxone committees
- Aboriginal committees
- Institutional visits committees

Their presence or recommendation is always mandatory as they have the primary responsibility of the delinquent.

A precedent for providing an allowance for Parole Officers who share their classification with other employees who do not have the same responsibilities has also been established between Treasury Board and PSAC. In the TC and PA bargaining units, employees who perform duties of Fishery Officers and who are fully designated with Peace Officer powers are eligible to receive an annual allowance of $3,534, which is paid biweekly.

The responsibilities of case management have greatly increased in the last 20 years, putting a heavier administrative workload on Parole Officers than previously. In fact, these responsibilities, once held by Correctional Officers, have shifted to Parole Officers. According to a 2003 report by the Auditor General of Canada:

> *4.39 In 1996 and 1999, we observed that senior correctional officers were not consistently carrying out the case management duties as required by Correctional Service policy. Among other things, these officers were expected to complete clear, concise reports for case management purposes, inform colleagues about significant incidents and behavioural changes of inmates, and participate in assessing inmates. We recommended that these officers perform the case management duties required of them by policy.*
>
> *4.40 Recently, Correctional Service adjusted its division of case management responsibilities. As a result, many of the senior correctional officers' responsibilities for case management reporting were shifted to the institutional parole officers. While the Service made this operational decision over a year ago, it has just started the process of rewriting and re-evaluating the job description for senior correctional officers.* (Exhibit A8)

The increased administrative responsibility downloaded to Parole Officers in recent years, over and above their central role in the reintegration process, the legal accountability placed on them, and their designation as Peace Officers, has not been reflected in any increased compensation or changed classification.

Moreover, despite the fact that Parole Officers have taken on additional administrative work previously assigned to Correctional Officers, and have had caseloads increased from 1:25 to 1:30, the wage gap between the two classifications has been shrinking.

Between 2002 and 2019, the wages between the WP-04 and CX-02 classification and between the WP-05 and CX-03 classification have been reduced by 10 percent and 18 percent respectively (Exhibit A9). Although this allowance would not of itself re-establish

the historic relativity between WP and CX positions, it provides a correction in the right direction.

For the reasons noted above, recognizing the role of Parole Officers and Parole Officer supervisors in leading the case management process, as case managers, clinical intervention professionals and Peace Officers (all of which are responsibilities not required of other employees in the WP-04 and WP-05 classifications) as well as partially rectifying the shifted relativity of wages with employees in the CX classification, the Union respectfully requests that the Public Interest Commission adopt the Union's position.

2. (c) See Appendix A.

3. The Union is of the position that access to this allowance should be tied to the responsibilities these employees hold and the risks to which they are exposed (see rationale above) and not the number of hours they work in a given month. Moreover, this proposal simplifies the payment of allowances consistent with the Employer's stated goal in this round of bargaining to simplify pay administration.

PART 3

OUTSTANDING COMMON ISSUES

ARTICLE 10 - INFORMATION

PSAC PROPOSAL

10.01 The Employer agrees to supply the Alliance each quarter with the name, **work location address**, geographic location, **mailing address**, **telephone number** and classification of each ~~new~~ employee. **The Employer shall also provide, on a monthly basis, the date of appointment for each new employee and date of departure for each severed employee by work location address.**

RATIONALE

The Union's proposal would ensure that the Employer share this information on a regular basis for ease of record keeping and tracking of members. The Union's need this information to carry out its statutory obligations and provide a variety of member services including to represent employees in collective bargaining, to file and adjudicate grievances and to fulfill responsibilities arising from section 184 (conduct of a strike vote), section 183 (conduct of a final-offer vote) and sections 119 to 134 (essential services). Information allowing the Union to contact employees is essential to these efforts and that necessary information is often in the employers' hands.

In a 2008 decision the Board (2008 PSLRB 13) already concluded that the employer interfered in the representation of employees by the Union within the meaning of paragraph 186(1)(a) of the Act by failing to provide necessary employee contact information. That decision found not only that the employer must supply the employee contact information sought by the complainant but also that it was appropriate as part of that obligation that the employer provides home addresses and telephone numbers for employees to the union, the one specific type of information that the employer argued in the past that it could not furnish given privacy issues.

The Union therefore respectfully asks that the Commission include this proposal in its award.

EMPLOYER PROPOSAL

10.02 ~~The Employer agrees to supply each employee with a copy of this Agreement and will endeavour to do so within one (1) month after receipt from the printer~~. **Employees of the bargaining unit will be given electronic access to the collective agreement. Where access to the agreement is deemed unavailable or impractical by an employee, the employee will be supplied with a printed copy of the agreement upon request once during the life of the current collective agreement.**

RATIONALE

The PSAC has not agreed to this change for any of its collective agreements in the core public administration. This includes the settlements reached in the last cycle of bargaining for the PA, SV, TC, EB, and FB groups, as well as with separates agencies such as CRA, CFIA and Parks Canada.

In 2017, the PSAC filed a policy grievance stating that the Employer, Treasury Board, had violated Article 10.02 of the PA Collective Agreement by not providing printed copies of the Collective Agreement. This grievance was granted.

Countless employees amongst PSAC's 110,000 members in the core public administration do not perform a majority of their job duties in office settings and do not always have access to the internet or even to computers.

Employees in quite a number of workplaces still have not been provided with printed copies of the current Collective Agreement, which expired on June 20, 2022. With the Employer refusing to provide copies of the agreement to employees who have no internet access now, when the agreement provides for printed copies, PSAC has little comfort that these employees will be provided copies if the Employer is not required by the Collective Agreement to print it.

For our members who either spend little or no time in front of a computer or work in remote locations with limited access to an internet connection (e.g., in the North, or at sea), the

language proposed by the Employer effectively amounts to a restriction on access to the Collective Agreement, which the Union submits is in neither party's interest.

The Union therefore respectfully asks that the Commission not include the Employer's proposal in its award.

ARTICLE 12 - USE OF EMPLOYER FACILITIES

PSAC PROPOSAL

12.03 A duly accredited representative of the Alliance may be permitted access to the Employer's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management **and/or meetings with Alliance-represented employees**. Permission to enter the premises shall, in each case, be obtained from the Employer. Such permission shall not be unreasonably withheld. In the case of access to vessels, the Alliance representative upon boarding any vessel must report to the Master, state his or her business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels

RATIONALE

The Union is proposing a modification to the current Article 12.03 because the language contained in the current Collective Agreement has in the past been interpreted and used by the Employer to infringe upon the Union's rights under the PSLREA, namely via denying Union representatives access to Treasury Board worksites to speak with members of the Union.

The Union has responded by filing complaints with the PSLREB. In this regard, the Board issued a subsequent decision in 2016 where a PSAC representative was denied access to Veterans Affairs and Health Canada workplaces:

> *I declare that the refusal to allow a complainant representative to conduct a walkthrough of the Veterans Affairs Billings Bridge facility on November 5, 2014, to conduct a walkthrough and an on-site meeting during off-duty hours at Health Canada's Guy Favreau Complex on November 25, 2014, and to conduct a walkthrough and an on-site meeting during off-duty hours at DND facilities on December 11, 2014, and January 6, 2015, all constituted violations of s. 186(1)(a) of the Act by the respondent and by the departments involved. (PSLREB 561-02-739)*

In a similar case where a Union representative was denied the access to a CBSA workplace by the Employer, the Board issued a decision in May of 2013, stating that Treasury Board had violated the Act in denying the Union access to its members in CBSA workplaces:

> *Denying (Union representative) Mr. Gay access to CBSA premises on October 13 and 29, 2009 for the purpose of meeting with employees in the bargaining unit during non-working periods to discuss collective bargaining issues, violated paragraph 186(1) (a) of the Act and were taken without due regard to section 5 and to the purposes of the Act that are expressly stated in its preamble. (PSLRB 561-02-498)*

The Board also ordered Treasury Board and the CBSA in that same decision to: *"…cease denying such access in the absence of compelling and justifiable business reasons that such access might undermine their legitimate workplace interests*." *(PSLRB 561-02-498)*

In light of the current language contained in Article 12.03 of the parties' Agreement; and in light of the decisions rendered by the Board on this matter, the Union submits that the current language is inconsistent with the rights afforded Union representatives under the PSLREA. It places restrictions on the Union that the Board has found to be incompatible with the Act; hence the Union's proposal to amend the language to ensure that the Union's rights are upheld.

The CBSA (FB Group) contract already has the exact same language that the Union has proposed to Treasury Board for the PA, SV, TC and EB units. The CX Collective Agreement, which covers guards who work in federal correctional institutions explicitly grant access to union representatives for meetings with a member of the local Union or attending a general assembly of the local Union. These workers perform their duties in contained, high-security environments where danger is present, and yet the Employer has agreed to language that ensures Union representatives access to the workplace for the purposes of meeting with members. Workers in the CX bargaining unit are

enforcement workers who work for the same Employer and under the same Ministry as PSAC members. In general, the three agreements cited above provide Union representatives access to the workplace for meetings with union membership, which is also consistent with what PSAC has proposed for its bargaining units.

Based on the cited examples, the Union submits that employees in the PA, SV, TC and EB groups not be denied rights that have been agreed to by the same Employer for other groups of workers. Including this language in the Collective Agreement would ensure that the Union's statutory rights in the workplace would not be interfered with.

ARTICLE 14 - LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

PSAC PROPOSAL

Union meetings and local administration
~~Board of Directors meetings, Executive Board meetings and conventions~~

14.12 Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend:

a) meetings of the Board of Directors of the Alliance,
b) meetings of the National Executive of the components,
c) Executive Board meetings of the Alliance, ~~and~~
d) Conventions**, conferences and committee meetings** of the Alliance, the components, the Canadian Labour Congress and the territorial and provincial Federations of Labour~~.~~**, and**
e) **to support the administration of their local.**

Union education ~~Representatives' training courses~~
14.13 When operational requirements permit, the Employer will grant leave without pay to employees ~~who exercise the authority of a representative on behalf of the Alliance~~ to undertake **Union education** training ~~related to the duties of a representative~~.

14.14 The Employer will grant leave without pay to an employee who is elected as a full-time official of the Alliance within one (1) month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.

NEW
14.15 When an Employee is hired into an Alliance staff position and provides a minimum of two (2) weeks' notice, the Employer shall grant a leave of absence without pay for up to one (1) year. During this time period, the employee may, upon two (2) weeks' written notice, be returned to the position held immediately prior to the commencement of the leave.

NEW
14.16 The Employer shall advise the Alliance within one (1) month of the appointment of new Alliance-represented employees and shall grant a minimum of one (1) hour leave with pay to the local president or their designate to provide Alliance orientation to all new Alliance represented employees.

AMEND

14.~~15~~**18**

Leave **without pay** granted to an employee under **this** Article, **with the exception of article 14.14 and 14.15 above,** ~~14.02, 14.09, 14.10, 14.12 and 14.13~~ 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.

RATIONALE

In previous rounds of bargaining between the parties, leave without pay for union business was amended such that union members would continue to receive pay from the Employer, and the PSAC would be invoiced by the Employer for the cost of the period of leave. The intent was to change the mechanism of payment and not on the substance or scope of leave for PSAC business.

However, since that change, some departments have been inappropriately denying union leave to employees in circumstances in which it was formerly allowed, due to a misinterpretation of the new language on the part of management. Denying members the ability to participate in Union activities is straining labour relations and resulting in grievances based on the misinterpretation. Adding the language proposed by the Union in 14.12 and 14.13 supports the option for members to participate in Union approved activities.

With the language proposed in Article 14.15, the Union is seeking the right for employees hired in a staff position for the Alliance to a leave without pay for a one-year period, and the right to return to their substantive position in the bargaining unit during this one-year period. This is a basic and important provision that ensures Union democracy as it removes financial and job security impediments for employees wishing to join the Union in a staff position.

The new language proposed in Article 14.16 is designed to address any potential interference in the statutory right of the Union to properly represent its members under the PSLREA. The lack of clear language in the current Collective Agreement has in the

past been interpreted and used by the Employer to deny, not to respond to, restrict or delay permission for time off requested by local presidents for union orientation. The Union submits that it is in the interests of both parties for a local president or their designate to be afforded leave with pay to deliver the union orientation to new employees of the bargaining unit.

The proposed changes in Article 14.18 are simply to recognize that, with the exception of articles 14.14 and 14.15, there should be one system for all forms of union leave, whereby the leave for employees is with pay and the PSAC will be invoiced by the Employer for the cost of the leave.

EMPLOYER PROPOSAL

Leave granted to an employee under Article 14.02, 14.09, 14.10, 14.12 and 14.13 will be with pay **for a total cumulative maximum period of 3 months per fiscal year**; 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 joint agreement. **Clause 14.15 expires on the expiry of the collective agreement, or upon implementation of the Next Generation Human Resources and Pay system, whichever comes first.**

RATIONALE

The Union sees no need for the changes proposed by the Employer under Article 14. Throughout bargaining, the Employer has not provided a rationale for the change, nor has it presented any precedent set by other bargaining units.

There is currently an established cost recovery system for Alliance Business in the Memorandum of Understanding (MOU) signed on October 30, 2017. The MOU provides that leave granted to an employee under clauses 14.02, 14.09, 14.10, 14.12 and 14.13 of the Collective Agreement shall be leave with pay, with wages and benefits subsequently reimbursed to the Employer by the Union (Exhibit A10). It outlines a procedure and timeline for repayment of gross salary and benefits to the Employer. This

provision was agreed to only 2 rounds of bargaining ago and no issues with respect to this reimbursement have been raised by the Employer since the agreement was reached.

Since there is a cost recovery process in place that has been agreed to by the parties, the leave taken by employees is cost-neutral. The Employer cannot therefore cite costs as a motivating factor in limiting the number of cumulative days for which an employee can take Union leave under this provision. Furthermore, given the well-publicized myriad problems with the Phoenix pay system, changes to the existing procedure, rather than simplifying pay administration, will introduce further complications that are likely to negatively impact the pay of members accessing these leave provisions. The current cost recovery model was in fact put into place in order to prevent disruptions in pay which could occur with Phoenix.

The Union rejects the introduction of such a cap on participation in Union activities by employees. We therefore respectfully request that the PIC dismiss the Employer's proposal.

ARTICLE 17 - DISCIPLINE

EMPLOYER PROPOSAL

17.05 Any document or written statement related to 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, provided that no further disciplinary action has been recorded during this period. **This period will automatically be extended by the length of any period of leave without pay in excess of three (3) months.**

RATIONALE

The Union is not in agreement with this proposal. The purpose of having a period of time during which a record of discipline is on file is to allow the employee the opportunity to correct the behavior that led to the discipline. If the employee has not incurred further discipline during that period, the record is removed as a recognition of the correction. Two years is a very reasonable period of time for this. It allows the relationship between Employer and employee to be “reset” and does not penalize an employee with disciplinary records sitting in their file for unreasonable periods of time.

Employees may take long periods of LWOP for many different reasons, most of them personal and some which may be beyond the employee’s complete control, such as medical reasons, maternity and/or parental leave, long term care of family members, etc. Given that the reasons for taking some longer-term leaves without pay may be based on grounds that are protected against discrimination under the Canadian Human Rights Act (e.g. disabilities, sex, family status), there is great concern that such a provision as proposed by the Employer could in fact be discriminatory. The PSAC views this proposal as unduly harsh, unnecessary and contrary to human rights considerations. We therefore respectfully request that the Public Interest Commission not include this Employer proposal in its recommendations.

ARTICLE 19 - NO DISCRIMINATION

PSAC PROPOSAL

19.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, gender identity and expression, family status, marital status, mental or physical disability, membership or activity in the Alliance or a conviction for which a pardon has been granted.

NEW 19.02 Employees who experience discrimination may submit a grievance and may also exercise their rights to file a complaint with the Canadian Human Rights Commission.

19.0~~2~~**3 With respect to a grievance filed in relation to this Article;**

a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

b. If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

19.0~~3~~**4** By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

NEW 19.05 When the Employer becomes aware of discrimination in the workplace, whether as a result of observation or as a result of a complaint by an employee or a grievance, the Employer shall immediately undertake an investigation.

NEW 19.06 Selection of Investigator

The factors considered for the selection of an investigator shall include the candidates' impartiality, that they possess the necessary training that includes the consideration of intersectionality and experience, and from the viewpoint of the complainant, their fit with the candidates' lived experience, background, and possible membership in an equity-seeking group.

NEW 19.07 The statement of work for the investigator shall include a commitment to meet all willing witnesses provided by the parties and an expected completion date.

NEW 19.08 An Investigation will be discontinued if the parties reach resolution via another method.

19.09 *(Former 19.04)* ~~Upon request by the complainant(s) and/or respondent(s),~~ **The Employer shall provide a grievor, a complainant** and/or **responding party, with** an official copy of the investigation report ~~shall be provided to them by the Employer~~, subject to the *Access to Information Act* and *Privacy Act*.

NEW 19.10 The Employer shall track all investigated incidents of discrimination, including how they were addressed and provide an annual report to the Alliance and the Centre of Expertise on Diversity and Inclusion.

NEW Training

19.11 The Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding anti-oppression and discrimination, including intersectionality analysis. Such training shall include information about relevant policies, processes, the applicable legislation, and complaint mechanisms. Time spent in training shall be considered as time worked.

RATIONALE

The Union's proposals support the common desire to foster a workplace free from harassment and abuse of authority. The amendments that we propose encompass procedural, definitions, accountability and prevention efforts. It is important to ensure that once a situation has developed that there be a fair and transparent process that the parties can rely upon, but we should not negate the power of mandatory training to both raise awareness and foster a workplace where awareness can combat such harassing actions or behaviors from being ignored, accepted or normalized.

According to the employer own Public Service Employment Survey, twelve percent of employees who self-identify as visible minorities report having been victim of discrimination in the past 12 months. In other words, thousands of workers report having been treated differently or unfairly because of a personal characteristic or distinction. Furthermore, in three quarters of cases the discrimination was said to be experienced from individuals that have authority over the employee. These are staggering numbers that we are seeing year in and year out.

The Union also conducted it own large scale survey on this issue and found that our members filed a formal complaint or grievance in only fifteen percent of discrimination cases. When asked about the reasons to not file a grievance or formal complaint about the discrimination experienced, half of respondents said they were afraid of reprisals and a quarter of the respondents had “concerns” about the complaint process while a further ten percent were simply “advised to avoid filling a complaint”.

There are currently several legal actions taken on behalf of past and present federal public service workers. These actions concern systemic racism in the Federal Public Service, and damages include the wrongful failure to promote, intentional infliction of mental suffering, constructive dismissal, wrongful termination, negligence, as well as violations of employment law and human rights law.

It is clear the current system is broken. The Employer must act now to reduce instances of discrimination in the Federal Public Service. We expect the government to listen to workers and take their lead on how to correct this gross injustice.

The federal government has acknowledged several times that discrimination is prevalent within government institutions. The Union proposal is a first step for the Employer to show true commitment to reviewing its own inadequate practices when it comes to handling discrimination.

ARTICLE 20 - SEXUAL HARASSMENT

PSAC PROPOSAL

Amend as follows:

Change title to: HARASSMENT AND ABUSE OF AUTHORITY

20.01 The Alliance and the Employer recognize the right of employees to work in an environment free from **violence, harassment,** sexual harassment **and abuse of authority**, and agree that **violence, harassment,** sexual harassment **and abuse of authority** will both be prevented and will not be tolerated in the workplace.

NEW 20.02

Definitions:

a) Harassment, violence or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause distress, harm, offence, humiliation, or other physical or psychological injury, or illness to an employee, their dignity or their reputation, including any vexatious action, conduct, comment or display, in any form. Harassment can be expressed on the basis of many factors including but not limited to race, creed, religion, colour, sex, sexual orientation, gender-determined characteristics, political belief, political association or political and/or union activity, marital status, family status, source of income, physical and/or psychological disability, physical size or weight, age, nationality, ancestry or place of origin;

b) Abuse of authority occurs when an individual or group of individuals uses the power and authority inherent in their position or occupation, and/or influence to threaten, endanger an employee's job, potentially undermine the employee ability to perform that job, threaten the economic livelihood of that employee or in any way interfere with or influence the career reputation or dignity of the employee. It may include intimidation, removal of resources, unfair or abusive control of resources and/or information, removal of meaningful valued work and/or making an individual redundant, threats, loss of dignity, blackmail or coercion.

NEW 20.03 Employees who experience harassment or violence may submit a grievance to seek remedy and/or exercise their rights to report an occurrence as per Part II of the *Canada Labour Code* (CLC) process, and/or file a complaint with the Canadian Human Rights Commission.

Grievance Process

20.0~~2~~**4 With respect to a grievance filed in relation to this Article;**

a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
b. If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

20.0~~35~~**5** By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with **violence, harassment, or** sexual harassment. The selection of the mediator will be by mutual agreement.

Regulatory Process

NEW 20.06 In addition to an employee's right to file a grievance and/or a Human Rights complaint, employees may submit a Notice of Occurrence, as per the section 15 (1) of the Work Place Harassment and Violence Prevention Regulations.

NEW 20.07 Once a designated representative receives a Notice of an Occurrence as per Part II of the *Canada Labour Code* (CLC), then they shall immediately confer with the principal party and their union representative to determine whether or not the incident(s) and/or pattern of behaviour meets the definition of an occurrence as required by subsection 23(2) of the Regulations. If it is determined that the incident(s) and/or pattern of behaviour meets the definition, then the designated recipient shall immediately undertake the negotiated resolution process.

NEW 20.08 If the matter is not resolved during the negotiated resolution process, both the principal party and the responding party may agree to participate in the conciliation process.

NEW 20.09 Whether or not another resolution process is underway, or whether or not all parties have made a reasonable effort to resolve the occurrence, a principal party that believes the incident meets the definition of an occurrence or does not consider the occurrence resolved, may request an investigation be undertaken forthwith. Once such a request is received the designated representative shall immediately complete and submit the notice of investigation

Investigations, General provisions

NEW 20.10 Selection of Investigator

The factors considered for the selection of an investigator shall include the candidates' impartiality, that they possess the necessary training and experience, and from the viewpoint of the principal party, their fit with the candidates' lived experience, background, and possible membership in an equity-seeking group.

NEW 20.11 The statement of work for the investigator shall include a commitment to meet all willing witnesses provided by the parties and an expected completion date.

NEW 20.12 An Investigation will be discontinued if the parties reach resolution via another method.

20.13 (*former 20.04*) ~~Upon request by the complainant(s) and/or respondent(s),~~ **The Employer shall provide a grievor, a principal party** and/or **responding party**, **with** an official copy of the investigation report ~~shall be provided to them by the Employer~~, subject to the *Access to Information Act* and *Privacy Act*. **Any recommendations to eliminate or minimize the risk of similar occurrences contained in a report shall be considered by the appropriate Joint Health and Safety Committee after which the committee will advise the Employer of those that they recommend for implementation. The Employer shall provide written rationale to the committee for any recommended recommendations that they do not accept for implementation.**

NEW Training

NEW 20.14 a) The Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding harassment, sexual harassment, and violence in the workplace which includes an intersectional approach. Such training shall include information about relevant policies, processes, the applicable legislation, regulations and available complaint mechanisms. Time spent in training shall be considered as time worked.

RATIONALE

The concept of harassment as solely a sexual issue has been outdated for many years. With the passage of Bill C-65, *An Act to amend the Canada Labour Code (harassment and violence) the Parliamentary Employment and Staff Relations Act and the Budget Implementation Bill 2017*, it is well past time to update the language in the Collective Agreement to reflect the new legislation.

Bill C-65 has three main pillars. It requires the Employer to prevent incidents of harassment and violence; to respond effectively to those incidents when they do occur; and to support affected employees.

The amendments to Part II of the Canada Labour Code apply to all employers and workers in the federally regulated private sector as well as in the public service and Parliament.

It sets out specific duties of employers, including Treasury Board, requiring them to take prescribed measures to prevent and protect, not only against workplace violence but also against workplace harassment. Employers are now also required to respond to occurrences of workplace harassment and violence, and to offer support to affected employees (amended section 125(1) (z.16)).42).

In addition, the Employer must investigate, record and report, not only all accidents, occupational illnesses and other hazardous occurrences known to them, but now also occurrences of harassment and violence, in accordance with the regulations (amended section 125(1)(c)).

Employers are additionally required to ensure that all employees are trained in the prevention of workplace harassment and violence and to inform them of their rights and obligations in this regard (new section 125(1) (z.161)). Employers themselves must also undergo training in the prevention of workplace harassment and violence (new section 125(1) (z.162)).

Finally, the Employer must also ensure that the person designated to receive complaints related to workplace harassment and violence has the requisite knowledge, training and experience (new section 125(1) (z.163)).

The Collective Agreement is the guide to which employees turn to understand their rights in the workplace and their terms and conditions of work. It is also the guide that managers use to understand their responsibilities toward employees in the workplace. The Union submits that an obvious way to comply with the new requirement to inform employees of their rights and obligations with respect to harassment and violence is to plainly lay out these obligations in the Collective Agreement so that they are clear, unequivocal, and accessible to everyone in the workplace. Moreover, the Union believes that to not amend Article 20 of the Collective Agreement to reflect these changes to the Canada Labour Code, which considerably broaden the definition of harassment beyond what currently exists in the Article, could result in confusion with respect to behaviours that are not acceptable in the workplace.

The Union therefore respectfully requests that the Commission add the proposed amendments to this Article to its recommendations.

ARTICLE 23 - JOB SECURITY

PSAC PROPOSAL

23.01 Subject to the willingness and capacity of individual employees to accept relocation**, a remote working agreement** and**/or** retraining, the Employer will make every reasonable effort to ensure that any reduction in the workforce will be accomplished through attrition.

23.02 Where a person who has been employed in the same department/agency as a term employee for a cumulative working period of three (3) years without a break in service longer than sixty (60) consecutive calendar days, the department/agency shall appoint the employee indeterminately at the level of his/her substantive position. The "same department" includes functions that have been transferred from another department/agency by an Act of Parliament or by an Order-in-Council.

23.03 The Employer agrees not to artificially create a break in service or reduce a term employee's scheduled hours in order to prevent the employee from attaining full-time indeterminate status.

RATIONALE

The Union is not seeking a recommendation from the PIC.

ARTICLE 24 - TECHNOLOGICAL CHANGE

PSAC PROPOSAL

24.01 The parties have agreed that, in cases where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function**, the relocation of a work unit or work formerly performed by a work unit,** Appendix D, Work Force Adjustment, will apply. In all other cases, the following clauses will apply.

24.02 In this article, "technological change" means:

a. the introduction by the Employer of equipment, ~~or~~ material, **systems or software** of a different nature than that previously utilized;
and

b. a change in the Employer's operation directly related to the introduction of that equipment, ~~or~~ material, **systems or software.**

24.03 ~~Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations.~~ Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

24.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ~~one hundred and eighty (180)~~ **three hundred and sixty (360)** days' written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

24.05 The written notice provided for in clause 24.04 will provide the following information:

a. the nature and degree of the technological change;

b. the date or dates on which the Employer proposes to effect the technological change;

c. the location or locations involved;

d. the approximate number and type of employees likely to be affected by the technological change;

e. the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

f. the business case and all other documentation that demonstrates the need for the technological change and the complete formal and documented risk assessment that was undertaken as the change pertains to the employees directly impacted, all employees who may be impacted and to the citizens of Canada if applicable, and any mitigation options that have been considered.

24.06 As soon as reasonably practicable after notice is given under clause 24.04, the Employer shall consult meaningfully with the Alliance, **at a mutually agreed upon time,** concerning the rationale for the change and the topics referred to in clause 24.05 on each group of employees, including training.

24.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will ~~make every reasonable effort to~~ provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

EMPLOYER PROPOSAL

The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ~~one hundred and eighty (180)~~ **ninety (90)** days' written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

RATIONALE

The change to the definition of "technological change" in Article 24.02 aims to modernize the terms of the article. The terms "equipment and material" are reflective of a time when computers were replacing typewriters. For this article to be meaningful in the current information technology, artificial intelligence and automated machine learning and decision-making environment, the scope of the definition of "technological change" must be expanded. "Systems" and "software" more accurately reflect the kind of technological change that is likely to impact the job security of today's workers. Notably, the monumental changes to the Phoenix pay system—and the workers impacted by that change—were largely related to software and systems, not equipment or material. Furthermore, the proposed language by the Union as precedent in the core Federal Public

Service. The language found in the CS collective agreement already mention system and software in their definition of a technological change.

The Union proposes to delete the first sentence of Article 23.03 since in some instance technological changes can be contrary to our member's interest. This deletion was already agreed to by Treasury Board in a previous round of bargaining with the FB group. Treasury Board's 2019 Directive on Automated Decision-Making[i] indicates that the Government of Canada intend to increase its use of artificial intelligence to make, or assist in making, administrative decisions to improve service delivery. In 2019-20, over 300 AI projects were documented across 80% of federal institutions. Some use-cases automate decisions impacting service recipients within the government. However, the Directive fails to ensure that proper consultation will always take place with the Union before such new systems are implemented.

Meaningful and substantive consultation with the bargaining agent is essential in instances of technological change. Too often, discussion is offered by the Employer after all the decisions have been made, and when it is too late to effect meaningful change or mitigation measures.

The Union proposal at Article 24.04 adjusts the written notice timeframe to better reflect the time it takes to plan for, implement and adapt the workplace environment, and adapt workers to the changed work environment. The current 180 days is insufficient to respond to significant changes in the employment status or working conditions of affected employees. We are simply dismayed that the Employer rather proposes to reduce the notice period.

The Union's proposal, particularly Article 24.05 (f), requires that the Employer provide all necessary documentation to the Union so we can do our duty of representation and, if needed, help mitigate the impact on affected workers.

ARTICLE 25 - HOURS OF WORK

PSAC PROPOSAL

Add the following as a preamble in Article 25 – Hours of work:

Unless specified elsewhere in this Collective Agreement, an employee is under no obligation to engage in work-related communications including, but not limited to, answering calls or emails outside of normal working hours, nor shall they be subject to discipline or reprisals for exercising their rights under this Article.

RATIONALE

The Union proposes to introduce new language to clearly reiterate our members' right to disconnect and further protect them against any adverse effect for doing so.

The pandemic has shown employers and employees the clear advantages and challenges of working remotely. One of the biggest challenges has been the blurring of work life and personal time and the feeling for our members that they can never truly disconnect from work. Technology allows workplaces to constantly communicate with their employees and there is often an unspoken expectation of rapid responses even outside of scheduled working hours. Cognitive and emotional overload associated with being constantly connected to the workplace can take a significant toll on individuals.

To address these issues, it is necessary to find a way to establish a healthy and firm balance between work and private life and legislators have started adopting measures to reinforce workers right to turn off their electronic work devices outside of working hours.

As an example, Ontario's new right-to-disconnect legislation, which took effect on June 2, 2022, requires employers with 25 or more employees to have a written policy about workers disconnecting from their job at the end of the workday. The Ontario law defines "disconnecting from work" as "*not engaging in work-related communications, including*

emails, telephone calls, video calls or the sending or reviewing of other messages, so as to be free from the performance of work."[60]

The Federal Minister of Labour's 2019 mandate letter included directions to improve labour protections in Canada. Specifically, this included the commitment to "*co-develop new provisions with employers and labour groups that give federally regulated workers the 'right to disconnect.'*"[61] Accordingly, the Labour Program created the Right to Disconnect Advisory Committee (Committee) with representatives from federally regulated employers, unions and other non-governmental organizations (NGOs). The mandate of the Committee was to recommend how to support federally regulated workers' "right to disconnect."

The Committee provided a report to the Minister of Labour in 2021. In the report, the primary recommendation from unions and NGOs was that:

> *The Government should adopt a robust, legislative requirement for workplaces to establish an enforceable right to disconnect policy. A totally voluntary approach will not work. As the law currently stands, workers' livelihoods are dependent on their employers, and they could be penalized for disconnecting when exercising their right to rest periods.*[62]

Implementation of the union proposal in collective agreements would reinforce our members' rights when there is an expectation for them to engage in work-related communications outside of normal working hours. It would also clarify that there shall be no disciplinary action or reprisals against any employee exercising their rights to disconnect. Considering these facts, the Union respectfully requests that its proposal for the inclusion of a new language around the right to disconnect be included in the Commission's award.

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[60] Working for Workers Act, 2021, S.O. 2021, c. 35 - Bill 27: https://www.ontario.ca/laws/statute/s21035
[61] Final Report of the Right to Disconnect Advisory Committee: https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/labour-standards/reports/right-to-disconnect-advisory-committee.html
[62] *Idem.*

ARTICLE 33 - LEAVE, GENERAL

EMPLOYER PROPOSAL

An employee shall not earn **or be granted** leave credits under this agreement in any month **nor in any fiscal year** for which leave has already been credited **or granted** to him or her under the terms of any other collective agreement ~~to which the Employer is a party or under other rules or regulations of the Employer~~ **applicable to organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*.**

RATIONALE

The Employer proposal would render the employee's personal leave entitlement public service specific and not bargaining unit specific. Once an employee receives this entitlement anywhere in the public service, they would not be entitled to it again in that same fiscal year.

This issue was brough forward to the Board in 2013 (2013 PSLRB 133). The adjudicator found that the grievor was entitled to the terms and conditions of employment of her new collective agreement and that contrary to other clauses in that collective agreement, there was no restriction on her entitlement to personal leave with pay.

The Union wishes to have more discussion considering the first part of the Employer proposal but is firmly opposed to the expansion the include organizations specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act. Schedule V in particular covers numerous employee that have very different collective agreements and HR systems than currently used in the core public administration. Such a change would be very difficult to implement consistently and at the very least could open the door to dangerous interpretations from managers.

ARTICLE 34 - VACATION LEAVE

PSAC PROPOSAL

Accumulation of vacation leave credits

34.02 For each calendar month in which an employee has earned at least seventy-five (75) hours' pay, the employee shall earn vacation leave credits at the rate of:

a) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's ~~eighth (8th)~~ **fifth (5th)** year of service occurs;

b) twelve decimal five (12.5) hours commencing with the month in which the employee's ~~eighth (8th)~~ **fifth (5th)** anniversary of service occurs;

~~c) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~

~~d) fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~

c) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's ~~eighteenth (18th)~~ **tenth (10)** anniversary of service occurs;

~~e) sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~

d) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **twenty-third (23th)** anniversary of service occurs~~.~~**;**

e) Twenty (20) hours commencing with the month in which the employee's thirtieth (30th) anniversary of service occurs;

f) Twenty-one decimal eight seven five (21.875) hours commencing with the month in which the employee's thirty-fifth (35th) anniversary of service occurs.

34.11 Carry-over and/or liquidation of vacation leave

a) Where, in any vacation year, an employee has not **used** ~~been granted~~ all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and sixty-two decimal five (262.5) hours credits 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 shall be automatically paid in cash at his or her rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

RATIONALE

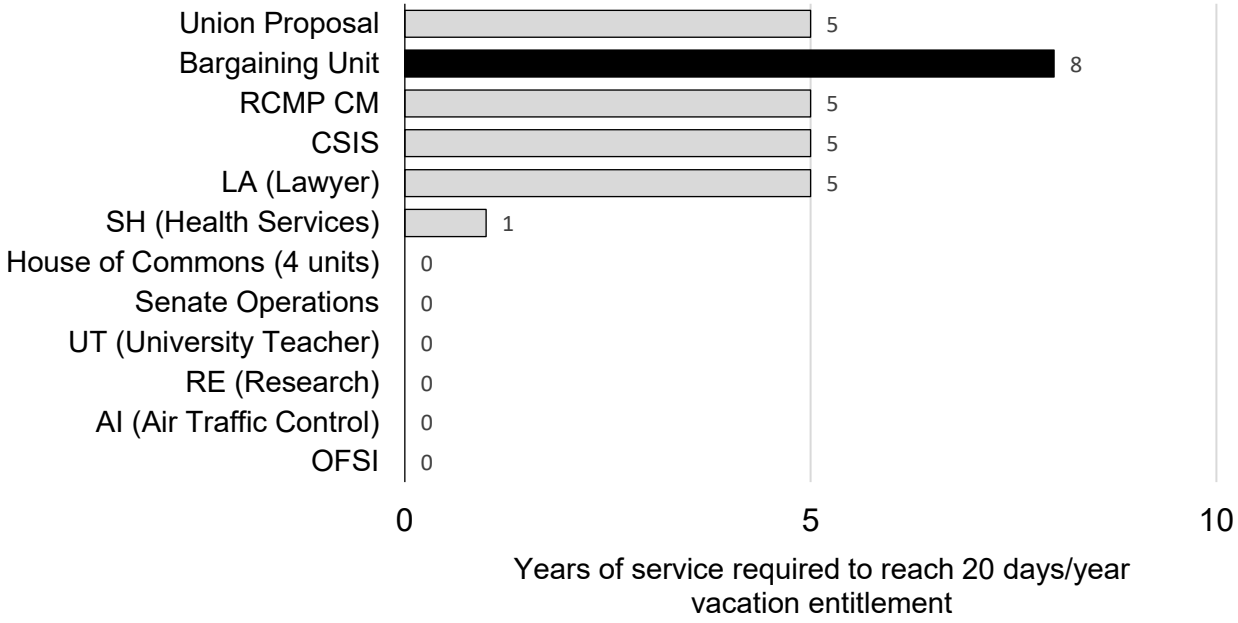
For Article 38, the Union proposes to:

i. increase annual leave entitlements and bring them in line with those that are currently afforded Civilian and Regular Members at the Royal Canadian Mounted Police (RCMP), which have been deemed into the public service and freely negotiated these vacation entitlements in a collective agreement with Treasury Board;
ii. amend language pertaining to vacation carry-over entitlements.

Updating annual vacation entitlements

The Union's proposal is to provide this bargaining unit the same vacation entitlements and accruement patterns already available to RCMP Civilian and Regular Members. Following the RCMP pattern, our bargaining unit members would be entitled to 20 days of annual paid vacation leave three years earlier: after five years of service, instead of eight. Employees would also earn 25 vacation days sooner, after 10 years of service instead of 18 years. This is reasonable and already found in other groups in the public sector as many groups in the federal public service have a starting entitlement (in year 0) of 20 vacation days per year (see graph below).

Other groups in the Public Service reach 20 days/year vacation entitlement sooner than this Bargaining Group



Over a 30-year career, Bargaining Unit members in the TB core public administration can expect 5 per cent (CSIS) to 10 per cent (RCMP Regular and Civilian Members) fewer vacation days compared to other groups in the federal public sector (see below).

	Percent difference in vacation days over 30 years (TB core units versus other)
RCMP Regular and CMs	-10%
CSIS	-5%
LA (Lawyers)	-6%
SH (Health Services)	-7%
House of Commons (4 units)	-9%
Senate Operations	-9%
UT (University Teachers)	-6%
RE (Research)	-6%
AI (Air Traffic Control)	-8%

OFSI (Office of the Superintendent of Financial Institutions)	-8%

Vacation entitlements for this bargaining unit have not been significantly updated in more than 20 years and consequently have felled behind those of many other bargaining units in the broader federal sector**.** The Union therefore respectfully asks that the Commission include this proposal in its award.

Amendment of Article 34.12: carry-over language (in English only)

The Union proposes to amend the wording in Article 34.12 to provide clarification to the interpretation of leave carry-over provision. The language in this article specifies that members shall carry forward unused portions of vacation leave up to a maximum of 262.5 hours into the following year. Amending the wording clarifies that carried forward vacation credits pertains to the proportion of granted hours that was not used. Frequent misinterpretation has resulted in management denying the carry-over of any days, even if they fall within the acceptable limit of 262.5 hours, perhaps to limit excessive carry-over credits. Members have reported that in some departments, management only allows carry-over in instances when leave has been requested and denied.

ARTICLE 38 - MATERNITY LEAVE WITHOUT PAY

PSAC PROPOSAL

38.01 Maternity leave without pay

a. An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than ~~eighteen (18)~~ **twenty (20)** weeks after the termination date of pregnancy.

b. Notwithstanding paragraph (a):

i. where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or

ii. where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period while her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling ~~eighteen (18)~~ **twenty (20)** weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization while the employee was not on maternity leave, to a maximum of ~~eighteen (18)~~ **twenty (20)** weeks.

38.02 Maternity allowance

a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:

i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,

ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,

and

iii. has signed an agreement with the Employer stating that:

A. she will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
C. should she fail to return to work as described in section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off**,** early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:

$$\text{(allowance received)} \times \frac{\text{(remaining period to be worked following her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A) 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). **Further employees who receive the maternity allowance but are unable to return to work for the total period specified in section (B) due to their spouse or common-law partner being relocated will not be indebted to the Employer for the amount of their allowance.**

For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

RATIONALE

The Union proposal is to reproduce changes made in 2020 to the Quebec Parental Insurance Plan (QPIP). These improvements aimed to provide more flexibility in the use

of QPIP benefits. One of the changes was to extends the period within which maternity benefits can be paid from 18 weeks to 20 weeks.

In light of this legislative changes, the Union believe we should amend our maternity leave language to ensure that it is consistent with the new provisions in QPIP.

The Union is also proposing that recipient of a maternity allowance who cannot return to the public service due to the relocation of their spouse or common-law partner ought not to be penalized for a situation that is often out of their control. When unforeseen, the claw back provision can create situation of great financial hardship. Very similar language is already found in numerous collective agreements for employees of the Non-Public Funds with the Canadian Forces (reference).

ARTICLE 40 - PARENTAL LEAVE WITHOUT PAY

PSAC PROPOSAL

40.01 Parental leave without pay

a. Where an employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for **a period of up to sixty-three (63) weeks in a seventy-eight (78) week period.** ~~either:~~

   i. ~~a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option)~~
   ~~or~~

   ii. ~~a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),~~

beginning on the day on which the child is born or the day on which the child comes into the employee's care.

b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for **a period of up to sixty-three (63) weeks in a seventy-eight (78) week period.** ~~either:~~

   i. ~~a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option)~~
   ~~or~~

   ii. ~~a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),~~

beginning **no earlier than five weeks before** ~~on~~ the day on which the child comes into the employee's care.

c. ~~Notwithstanding paragraphs (a) and (b) above, at~~ **At** the request of an employee ~~and at the discretion of the Employer~~, the leave referred to in the paragraphs (a) and (b) above may be taken in two (2) periods.

d. Notwithstanding paragraphs (a) and (b):

   i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
   or

ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave

f. The Employer may:

i. defer the commencement of parental leave without pay at the request of the employee;

ii. grant the employee parental leave without pay with less than four (4) weeks' notice;

iii. require an employee to submit a birth certificate or proof of adoption of the child.

g. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes

40.02 Parental allowance

~~Under the Employment Insurance (EI) benefits plan,~~ **P**arental allowance is payable under two (2) options, either:

- Option 1: standard parental benefits, paragraphs 40.02(c) to (k),
  or
- Option 2: extended parental benefits, paragraphs 40.02(l) to (t).

Once an employee elects the standard or extended parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.

~~Under the Québec Parental Insurance Plan, parental allowance is payable only under Option 1: standard parental benefits.~~

Parental allowance administration

a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental

Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) or (l) to (r), providing he or she:

i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,

ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance Plan or the Québec Parental Insurance Plan in respect of insurable employment with the Employer, ~~and~~

iii. has signed an agreement with the Employer stating that:

A. the employee will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

B. Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance, in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty per cent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable;

C. should he or she fail to return to work as described in section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

$$\text{(allowance received)} \times \frac{\text{(remaining period to be worked, as specified in (B), following his or her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A) 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). **Further employees who receive the parental allowance but are unable to return to work for the total period specified in section (B) due to their spouse or common-law partner being relocated will not be indebted to the Employer for the amount of their allowance.**

~~b.~~ For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

Option 1 – Standard parental allowance

c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:

   i. where an employee on parental leave without pay as described in subparagraphs 40.01(a)(i) and (b)(i) has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week of the waiting period, less any other monies earned during this period;

   ii. for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate (and the recruitment and retention "terminable allowance" if applicable) and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;

   iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit or has divided the full ~~thirty-two (32)~~ **thirty-six (36)** weeks of parental benefits with another employee in receipt of the full five (5) weeks' paternity under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week (and the

recruitment and retention “terminable allowance” if applicable), less any other monies earned during this period;

iv. where an employee has **received the full fifty-five (55) weeks of adoption benefits or has divided** the full ~~thirty-seven (37)~~ **fifty-nine (59)** weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period;

v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, at ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) for the same child;

vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 38.02(c)(iii) and 40.02(c)(v) for the same child;

d. At the employee’s request, the payment referred to in subparagraph 40.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance Plan parental benefits.

e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.

f. The weekly rate of pay referred to in paragraph (c) shall be:

i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;

ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

g. The weekly rate of pay referred to in paragraph (f) shall be the rate (and the recruitment and retention "terminable allowance" if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.

h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention "terminable allowance" if applicable) the employee was being paid on that day.

i. Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance while in receipt of parental allowance, the allowance shall be adjusted accordingly.

j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

k. The maximum combined, shared, maternity and standard parental allowances payable shall not exceed ~~fifty-seven (57)~~ **sixty-one (61)** weeks for each combined maternity and parental leave without pay.

Option 2 – Extended parental allowance

l. Parental allowance payments made in accordance with the SUB Plan will consist of the following:

i. where an employee on parental leave without pay as described in subparagraphs 40.01(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ~~fifty-five decimal eight per cent (55.8%)~~ **ninety-three per cent (93%)** of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) **for each week of** the waiting period, less any other monies earned during this period;

ii. for each **of the first thirty-five (35)** week**s** the employee receives parental benefits under the Employment Insurance **or the Québec Parental Insurance Plan**, he or she is eligible to receive the difference between ~~fifty-five decimal eight per cent (55.8%)~~ **ninety-three per cent (93%)** of his or her weekly rate (and the recruitment and retention "terminable allowance" if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;

iii. where an employee has received the full ~~sixty-one (61)~~ **thirty-five (35) weeks of parental benefits contained in subparagraph 40.02 (l)(ii)** ~~weeks of parental benefits under the Employment Insurance~~**,** and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of ~~one (1)~~ **up to twenty-six (26)** week**s**, **at** fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period**.**~~, unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) for the same child.~~

iv. **where an employee has received or has divided the full sixty-one (61) weeks of parental benefits contained in subparagraph 40.02 (l)(ii) and (iii) with another employee in receipt of the full five (5) weeks' paternity under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week (and the recruitment and retention "terminable allowance" if applicable), less any other monies earned during this period;**

v. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan, for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period**.**, unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) for the same child;

m. At the employee's request, the payment referred to in subparagraph 40.02 l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.

n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.

o. The weekly rate of pay referred to in paragraph (l) shall be:

    i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;

    ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

p. The weekly rate of pay referred to in paragraph (l) shall be the rate (and the recruitment and retention "terminable allowance" if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.

q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention "terminable allowance" if applicable), the employee was being paid on that day.

r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.

s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

EMPLOYER PROPOSAL

Special parental allowance for totally disabled employees

a. An employee who:
(…)
ii. has satisfied all of the other eligibility criteria specified in paragraph 40.02(a), other than those specified in sections (A) and (B) of subparagraph 40.02(a)(iii), shall be paid, in respect of each week of benefits under the **standard** parental allowance**, as specified under paragraphs 40.02 (c) to (k),** not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD plan or through the *Government Employees Compensation Act*.

RATIONALE

The Union proposal is seeking to simplify the language, increase the extended allowance and eliminate the two-tier system found under this article.

To better understand the Union rationale for the suggested changes in Article 40.02, some additional context is useful. The 2017 and 2018 changes to EI parental benefits affected the supplementary allowances included in the Collective Agreement. Under the EI rules there two options for the parental leave:

- parents can choose to receive EI benefits over the current 35 weeks at the existing 55 per cent of their insurable earnings or;
- parents can opt to receive EI benefits over a 61-week period at 33 per cent of their insurable earnings.

Under the current collective agreement parents are then eligible to receive a supplementary allowance of up to 93% of their salary under the standard option and 55.8% under the extended option.

Once an employee elects the standard or extended parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed. Pursuant to the collective agreement, employees living in the province of Québec and covered under QPIP, a parental allowance is payable only under Option 1: standard

parental allowance, which provides for up to 39 shared weeks of top-up parental allowance at 93% of the employee's salary.

This create a two-tier system that was made necessary by the limit imposed by QPIP at the time the agreement was last negotiated.

However, since then QPIP has introduced several changes to their paternity, parental, and adoption benefits, including:

- An increase to the period within which paternity, parental or adoption benefits may be taken (from 52 weeks (12 months) to 78 weeks (18 months));
- Adding five weeks of benefits for adopting parents and five additional weeks in the case of an adoption outside Quebec for parents who must stay outside Quebec;
- Adding five additional weeks of benefits to each parent in the case of a birth or multiple adoption;
- Adding 5 weeks of benefits when a single parent is listed on the child's birth certificate or when a person adopts a child alone; and
- An additional four weeks of benefits = when there is a sharing of benefits between the two parents.

Following these legislative changes the Union is looking to greatly simplify this article and eliminate the need for a two-tier system by eliminating the option system.

While pursuant to the current terms of the collective agreements, new parents who are eligible for QPIP benefits have access only to the standard allowance, they do have access to the two options for parental leave without pay. This creates a situation where the total number of weeks of QPIP benefits available to employees residing in Québec can now exceeds the number of weeks of parental allowance available under CPA collective agreements. Given this, there may be weeks when an employee is on parental leave without pay or leave without pay for the care of family, during which they would receive QPIP benefits but are not eligible for the parental allowance.

Moreover, as documented in an HR memo sent in 2021[63], employees that don't have access to the extended leave need to request leave without pay for the care of family to artificially extend their parental leave. In turn, organizations have been encouraged to grant leave without pay based on the same considerations used for allowing parental leave without pay.

While we appreciate this act of good will, we would greatly prefer to have clear language in the collective agreement that ensure our members rights are protected, and not subject to the whims of a manager, whether they are covered under EI or QPIP.

Furthermore our objective is to offer 52 weeks of maternity and parental leave supplementary allowance at 93% whether parents are opting for the standard or the extended parental leave. Most parents cannot afford to live with only 55.8 per cent of their income. This would be even more difficult for families where income comes from precarious work, as well as for single parents and single-earner families. Under the current language, families with a lower income are often unable to take advantage of the extended parental leave options. In other word, the payment of parental benefits over a longer period at a lower benefit rate disincentivizes its use and is less likely to be found as a viable option to lower-income or single-parent families.

The Union would submit that our proposal for a supplementary allowance is not only beneficial to our members but would also help the Employer with the recruitment and retention of employees. Statistics Canada's study of employer "top-ups'' concluded that, in the case of maternity and parental leaves, "*almost all women with top-ups return to work and to the same employer.*"[64]

[63] Changes to the Québec Parental Insurance Plan (QPIP) – Impacts on Maternity and Parental Benefits: https://www.canada.ca/en/treasury-board-secretariat/services/information-notice/changes-quebec-parental-insurance-plan-impacts-maternity-parental-benefits.html

[64] Statistics Canada, Employer top-ups, by Katherine Marshall, https://www150.statcan.gc.ca/n1/pub/75-001-x/2010102/article/11120-eng.htm#a2

As for the maternity leave the Union is proposing that recipient of a parental allowance who cannot return to the public service due to the relocation of their spouse or common-law partner ought not to be penalized for a situation that is often out of their control.

For all the reasons above, the Union respectfully requests that the Commission include the Union's proposals for Article 40 in its recommendations.

ARTICLE 41 - LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

EMPLOYER PROPOSAL

Subject to operational requirements, an employee shall be granted leave without pay for the care of 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 article 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;~~

RATIONALE

The Employer proposes to make this leave subject to operational requirements which the Union does not accept. Such a modification would allow the Employer to decide which employee have access to this leave. The current wording is clear and doesn't allow for the Employer interference.

Employees with young families or whose family members need additional care shouldn't have to choose between taking unpaid time off from work to care for their loved ones or keeping their jobs. Providing this type of unpaid leave comes at a minimal cost to the Employer but can yield benefits in terms of employee retention and productivity.

The Union does not accept such a concession nor has the employer provided any rationale or demonstrated need for this change.

ARTICLE 56 - STATEMENT OF DUTIES

EMPLOYER PROPOSAL

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

RATIONALE

The Employer is proposing to change the wording in this clause which the Union does not accept. Such a modification would allow the Employer to unilaterally decide what would constitute an official statement of duties. The current wording is clearer and doesn't allow for as much interpretation. The Union does not accept such a concession nor has the employer provided any rationale or demonstrated need for this change.

ARTICLE 58 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

PSAC PROPOSAL

NEW 58.XX

> **The use of electronic surveillance/monitoring system is not to be used as a replacement for the employer supervising or managing responsibilities; or as a means to evaluate employee performance.**

RATIONALE

Digital productivity monitoring is a new form of electronic surveillance spreading among different type of employers. More and more employees, whether working remotely or in person, are subject to trackers, scores, “idle” buttons, or just quiet, constantly accumulating records. Already a significant number of employees in PSAC bargaining units work in an environment where surveillance cameras and other forms of equipment are common. This includes members who work in call centre facilities, as well as on National Defense bases and research installations. While there are some legitimate health and safety reasons to engage in some forms of surveillance, the rights and dignity of employees need to be protected. It is the Union’s position that the use of electronic surveillance for evaluation purposes is excessive and inappropriate.

Furthermore, arbitrators have been generally of the view that surveillance collected for one purpose ought to be restricted in its use to that purpose and an employer will ordinarily not be entitled to use surveillance evidence obtained for non-disciplinary purposes to discipline employees for misconduct. This is consistent with the rulings of Privacy Commissioners.[65]

[65] See, for example, Investigation Report P2005-IR-004 (R.J. Hoffman Holdings Ltd.), [2005] A.I.P.C.D. No. 49 (QL) (Denham), Lancaster's Human Rights and Workplace Privacy, August 17, 2005, alert No. 47, in which the Alberta Information and Privacy Commissioner ruled that video footage from cameras which were justifiable for the purpose of monitoring security, but were subsequently used to record (albeit inadvertently) an incident on which the employer sought to base the dismissal of an employee, violated employees' privacy rights insofar as the video footage exceeded the original purpose for which the cameras had been installed.

As a result, the Union is proposing similar language to what is already in the Canada Post collective agreement covering workers in Canada Post postal plants[66] be included in the collective agreement, and respectfully requests that the Commission include this language in its recommendations

[66] Agreement between Canada Post Corporation and the Canadian Union of Postal Workers, Expiry: January 31, 2022: https://www.cupw.ca/sites/default/files/urb-ja-31-2022-ca-en.pdf

ARTICLE 67 - DURATION

PSAC PROPOSAL

67.01 The duration of this Collective Agreement shall be from the date it is signed to June 21, ~~2021~~ **2024**.

EMPLOYER PROPOSAL

67.01 The duration of this Collective Agreement shall be from the date it is signed to June 21, ~~2018~~ **2025**.

RATIONALE

The Union proposes a three-year agreement while the Employer is proposing one that lasts for four years. The length of collective agreements negotiated between the parties has tended to be either three or four years. Due to the significant number of issues that arise for groups as large and diverse as the PSAC bargaining units, there is value in negotiating on a more frequent basis to deal with the workplace issues that arise throughout the life of the agreement.

NEW ARTICLE - PROTECTIONS AGAINST CONTRACTING OUT

PSAC PROPOSAL

XX.01 The Employer shall use existing employees or hire and train new employees before contracting out work described in the Bargaining Certificate and in the Group Definition.

XX.02 The Employer shall consult with the Alliance and share all information that demonstrates why a contracting out option is considered to be preferable. This consultation shall occur before a decision is made so that decisions are made on the best information available from all stakeholders.

XX.03 Shared information shall include but is not limited to information on contractors in the workplace, existing contracts, complaints resulting from the use of contractors, expected working conditions, complexity of tasks, security requirements and certifications, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and potential risks and benefits to impacted employees, including health and safety, all employees affected by the initiative, and cost audits.

This consultation will include all information, including an analysis of costs through the lifetime of the proposed contract, additional costs that may be incurred ("costs plus versus fixed costs"), and risk analysis should the contractor fail to meet its contractual obligations in any respects. This risk analysis must make note of any plans to use public service workers should the contractor fail, and what contingencies are in place to ensure that adequately trained and certified workers are maintained in the public service and have access to appropriate tools.

XX.04 The Employer shall consult with the Alliance before:

i) any steps are taken to contract out work currently performed by bargaining unit members; any steps are taken to contract out future work which could be performed by bargaining unit members whether for increased workload in existing services or for new services or programs; and

ii) prior to issuing any Notice of Proposed Procurement, Request for Information, Request for Expression of Interest or Request for Proposal.

XX.05 The Employer shall review its use of temporary staffing agency personnel on an annual basis and provide the Alliance with a comprehensive report on the uses of temporary staffing, no later than three (3) months after the review is completed. Such notification will include comparable Public Service classification level, tenure, location of employment and reason for employment.

The report will segment use of temporary help agency workers into the three acceptable uses for such:

a. when a public servant is absent for a temporary period of time;
b. when there is a requirement for additional staff during a temporary workload increase, in which there is an insufficient number of public servants available to meet the requirement;
c. a position is vacant and staffing action is being completed.

The Employer will inform the Alliance why it was not possible to use indeterminate, term or casual employees for this work, why employees were not hired from existing pools, and what the plan and timeline is for stopping the use of temporary help agency workers.

XX.06 The Employer shall include in the above all deliberations, considerations or plans to use public-private partnerships for the provision of public infrastructure and/or services.

RATIONALE

The proposed language introduces a 'pause button' on any ongoing and new contracting out initiatives that the Employer may be contemplating. This was echoed in the Union's submission to Pre-Budget Consultations in the recommendations around Precarious Work and on Public-Private Partnerships (P3s). Securing protections and a framework for discussion within the Collective Agreement respects the continued valuable contributions of public service workers. Similar collective agreement language currently exists elsewhere in the core public service; Article 30: Contracting Out, in the CS agreement between PIPSC and the Treasury Board Secretariat, contains language that our proposal builds upon[67].

Inclusion of such contract language also supports a public service created via a legislative framework, one that ensures appointment by merit and that the composition of the public service is an accurate reflection of the diversity of the people that it serves, throughout the various geographic regions. It also fosters meaningful consultation between the

[67] Computer Systems (CS) Collective Agreement, Expiry date December 21, 2021: https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=1

Employer and the Union, and values investments made in training and upgrades necessary for workers to succeed within the changing nature of their work environment.

For too long, successive governments have relied heavily upon contracting out the duties performed by past and now current public service workers. In March 2011, a CCPA published a paper, The Shadow Public Service: the swelling ranks of federal government outsourced workers, in which it observed;

> "*A handful of outsourcing firms have become parallel HR departments for particular federal government departments. Once a department picks its outsourcing firm, a very exclusive relationship develops. These private companies now receive so much in contracts every year that they have become de-facto wings of government departments. These new "black-box" wings are insulated from government hiring rules. As a result, outsourced contractors are no longer short-term or specialized — they are increasingly employed for years on a single contract. In short, the growing and concentrated nature of outsourcing has created a shadow public service that works alongside the real public service — but without the same hiring practices or pay requirements*" [68]

Yet despite numerous concerns being raised, the practice has not abated under successive governments. Considering these facts, the Union respectfully requests that its proposal for the inclusion of a new article on Contracting Out be included in the Commission's award.

[68] The Shadow Public Service: the swelling of the ranks of federal government outsourced workers, David Macdonald, Canadian Centre for Policy Alternative (CCPA), March 2011
https://www.policyalternatives.ca/publications/reports/shadow-public-service

NEW ARTICLE - REMOTE WORK

PSAC PROPOSAL

For the purpose of this article a telework agreement is defined as per the Directive on Telework effective April 1, 2020.

XX.01 Employees shall be informed that participation in telework is voluntary and that they are not required to telework.

XX.02 An employee may request to enter into a new telework agreement or request a review that could result in an adjustment of an existing telework agreement. A request for a new telework agreement or the review of an existing telework agreement will be considered on a case-by-case basis and a decision shall be provided within twenty-eight (28) calendar days of the request. Approval shall not be unreasonably denied.

XX.03 If the Employer denies a request for a new telework agreement or for a review of an existing telework agreement, then the Employer shall provide the reasons in writing.

XX.04 Employees with a telework agreement may elect to terminate the agreement with reasonable notice to the Employer. The Employer will concede to such termination no later than twenty-eight (28) calendar days following receipt of such notice.

XX.05 Telework agreements will only be terminated at the request of the employee, or for just cause by the Employer. All terminations for just cause shall include the written reasons and be immediately communicated to the union.

XX.06 An employee has the right to grieve a denied request for a telework agreement or for a review of an existing telework agreement and when the Employer has terminated a telework agreement.

XX.07 Notwithstanding the above, nothing restricts an employee's right to request to work remotely on a temporary or as-needed basis without establishing a formal telework agreement. Such requests shall not be unreasonably denied.

XX.08 **Provision of Equipment and Supplies**

a. Departments and Agencies shall provide all employees in a telework agreement with all equipment and software required for the telework location to comply with the *Canada labour Code,* Part II. This would include, but is not limited to:
   i. computer(s), monitor(s), and any other peripheral equipment that is required to carry out the employee's work;

ii. any software required to do their work or to communicate with other workers;
iii. ergonomic workstation furniture and equipment required to ensure an ergonomic and safe workspace. An assessment, by a qualified ergonomic specialist, shall be conducted upon request by an employee. Any recommendations from the assessment, approved by the Employer, shall be implemented without delay.

XX.09 Unless otherwise specified in this Article, all terms and conditions of a telework agreement shall be consistent with the provisions of the Collective Agreement.

XX.10 **Notice to the Union**

On a quarterly basis, the Employer shall provide to the Union, a list of all employees with telework agreements. The list shall include the employees name, position, classification, Employer work unit and location, actual remote work location, including the physical address, and contact information for each employee as well as whether or not each entry is a continuing, new, or revised telework agreement.

RATIONALE

Almost three years ago, Canada entered a pandemic shutdown that altered the work arrangements of hundreds of thousands of workers. It is impossible to argue that telework is not a key factor in the working conditions of our members and considerations to its application ought to appear in collective agreements.

The union is not seeking to negotiate every detail of telework agreements but to acknowledge that while the implementation of these agreements can be guided by a directive, clear parameters should still be set forth in the collective agreement. It is the only way that fairness and transparency can be achieved.

In its proposal the union recognizes that there are situations where telework is not easily feasible and for this reason we believe that a request for a telework agreement shall be considered on a case-by-case basis. However, where it is operationally feasible, the union submits that it should not be unreasonably denied to employees. The Union also propose new language around timelines and the provisions of equipment and supplies.

The Employer response to the Union proposal has been pointing to the Directive on Telework and the guidance document on a hybrid workforce as a guiding principle that already exists. However, the directive introduced by the Employer on April 1, 2020, is already outdated, lacks clear timelines, and leave almost the entire process to the employer's discretion.

The Directive on Telework was crafted before the pandemic and does not capture the changes that have since taken place. According to the Public Service Employee Survey, in 2017, 0.08% of respondents said they teleworked and in 2019 it was 1.7% of respondents. In 2020 it was 71% of the public service population that worked full-time remotely. This is a meaningful change in the way work is performed and services are delivered.

The benefits of telework are well documented and the Government of Canada has already recognized many of these benefits:

- Reduce stress, achieve work–life balance and meet performance expectations.
- Ensure an inclusive public service and a safe and healthy work environment; and
- Contributes to reducing emissions from transportation, traffic congestion and air pollution, in accordance with the Greening Government Strategy.

The goals to which telework, and hybrid work are said to hope to achieve are important and impact every aspect of governmental operations. However, the directive and guidance which allows departments and organizations to use hybrid work to generate these goals is haphazard and overly vague. If hybrid work and the goals are legitimately inter-related and the Union believes they are, than this permissive strategy is both counter intuitive and counter productive.

While it is true that departments and organizations may have different mandates and different work force make-up it should not imply that organizations will have different approaches to telework. More or less workers in each organization may do work that

lends itself to telework but that does not mean that the approach to those whose work does lend itself to telework require different approaches.

Currently the employer's own guidance document says that approval for an employee to telework may depend on several factors, such as operational and administrative requirements, team dynamics, well-being, and mental health, and the proposed telework location. These approval criterions are entirely subjective, meaning once again that managers at all levels have carte blanche to do what they want. No appeal mechanisms are mentioned in the directive or guidance documents. As set out in the Directive on Telework, approved telework agreements must be reviewed at least annually and may be terminated by either party with reasonable notice. Given the constant churn of managers in the public service if, for example, a new manager comes to alternate decisions, and employees are impacted negatively they would not have access to any recourse.

Finally, the employer admits that the Directive on Telework is still a work in progress even if such statement undermines the rationale that a new collective agreement article is not required because of the existence of the directive itself and the new hybrid work guidelines. This is especially so given that many of the recommendations provided by the Union for the elaboration of the Directive on Telework and various guidance documents went both undiscussed and were not accepted by the Union.

If the Treasury Board of Canada Secretariat is serious about its commitment to work with the Union to adjust telework to post-pandemic approaches, then it is an opportune time to introduce language as proposed by the Union in the collective agreement. The Union therefore respectfully requests that the Commission include the Union's proposals in its recommendations.

NEW ARTICLE - EQUITY IN THE WORKPLACE

PSAC PROPOSAL

XX.01 All employees and managers shall be provided mandatory instructor led, facilitated and interactive training utilizing educational materials that the Employer and PSAC have consulted and collaborated on. This mandatory training shall include, but is not limited to:

- **i. diversity and inclusion**
- **ii. employment equity**
- **iii. unconscious bias**
- **iv. implementation of Call to Action #57 of the Truth and Reconciliation Commission**

RATIONALE

As we work to build a more diverse and inclusive Federal Public Service that fully lives up to the ideals of equality and justice for all, we cannot ignore it is a privilege to educate yourself about racism instead of experiencing it.

This proposal proposes a pragmatic approach by providing facilitated and interactive training to help take concrete actions to improve the lives of equity seeking groups members in the Federal Public Service.

As part of a holistic approach to building a diverse and inclusive workplace, training is an effective tool to promote diversity, and educate employees on what diversity and inclusive thinking means in their day-to-day interactions.

By deconstructing unconscious bias that we can realize meaningful changes. For example, understanding the theory of attraction-similitude based on the premise that individual feels more at ease in groups constituted of individual which resembles them, and they feel less confident when they are around people who differ from them would help reduce the risk of workplace discrimination and harassment. Managers generally invoke “merit” to cover up this unconscious bias.

The fight against discrimination is multifaceted and ever evolving. Intersectionality (the interaction of many discrimination motives at the same time) is nowadays a key concept for employers and employees to recognize. Educating ourselves and our members on its causes and impact is another necessary step to create a healthier workplace.

Implementing mandatory diversity and inclusion training could ultimately help foster a more diverse workplace. Theory as well as practice shows that diversity in the workplace provides multiple benefits such as: better quality decisions; a larger set of ideas and solutions; enriches human capital of the organization; closes the gap in organizational knowledge and satisfies to legal obligations, to name a few.

As the country's largest employer, the Federal Public Service has an obligation to ensure that its employees are representative of the people it serves. Indeed, the Public Service Employment Act recognizes that Canada will gain from a public service that is representative of Canada's diversity. The Union proposal is a building block for a more diverse and inclusive Federal Public Service and as such we respectfully request that the Public Interest Commission include this proposal in its recommendations.

NEW ARTICLE - LEAVE FOR INDIGENOUS TRADITIONAL PRACTICES

PSAC PROPOSAL

XX.01 Every employee who is a self-identified Indigenous person and who has completed at least three consecutive months of continuous service shall be granted a paid leave of absence of up to five days in every calendar year, to engage in traditional Indigenous practices, including:

(a) hunting;
(b) fishing;
(c) harvesting; and
(d) any practice prescribed by regulation under the Canada Labour Code.

XX.02 The leave of absence may be taken in one or more periods. The employer may require that each period of leave be not less than one day's duration.

RATIONALE

The Union is willing to replicate the language found under the Canadian Labour Code which provides employees with up to five days per year to engage in traditional Indigenous practices, such as hunting, fishing, harvesting and other practices prescribed by regulation. The leave would be available for any Indigenous persons who have completed at least three consecutive months of continuous service.

In addition, however, the Union submit that this leave should be paid. Indeed, other collective agreements including the governments of Nunavut[69] and British Columbia, the Municipality of Iqaluit, the Hamlet of Resolute Bay and numerous northern Housing Associations already provide for paid time off for Indigenous holidays and cultural pursuits.

Since time immemorial, Indigenous People have pursued activities related to hunting, fishing and harvesting. These practices are still very much a part of Indigenous life in rural communities, and for some who have moved to urban settings. Furthermore, due to their

[69] Convention collective entre le Syndicat des employés du Nunavut et le ministre responsable de la Loi sur la fonction publique : https://www.gov.nu.ca/sites/default/files/fin_2016_neu_exp._sept_2018_french_for_print.pdf

unpredictability, these seasonal activities that are critical to Indigenous communities often cannot be scheduled far in advance.

A culturally reflective Federal Public Service for Indigenous employees is one that makes room for various cultural needs and practices. Ensuring employees have access to a leave for traditional practices is an important step towards building a more inclusive workplace. Providing paid leave to participate in traditional practices would reduce barriers for Indigenous employees in the federal public service and be in line with several of the Truth and Reconciliation Commission's recommendations.

NEW ARTICLE - SOCIAL JUSTICE FUND

PSAC PROPOSAL

The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such a contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letter Patent of the PSAC Social Justice Fund.

RATIONALE

The Union is not seeking a recommendation from the PIC.

APPENDIX C
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO A JOINT LEARNING PROGRAM

PSAC PROPOSAL

This Memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration Services, Operational Services, Technical Services, Border Services and Education and Library Science bargaining units.

The PSAC – TBS Joint Learning Program (JLP) will continue to provide joint training on union management issues.

Starting on the date of signature of the PA collective agreement, the Employer agrees to increase the monthly funding to the PSAC-TBS JLP, **referenced in the JLP Financial Terms of Reference**, by a percentage equivalent to the annual base economic increase.

The Employer further agrees to provide $210,000 per month starting on the date of signing the PA collective agreement until the subsequent PA collective agreement is signed to fund a joint learning program tailored to the learning needs of occupational health and safety committees.

~~The Employer further agrees to provide six hundred and fifty thousand dollars ($650,000) to fund a pilot project to develop programs, materials, facilitator training and delivery of workshops tailored to the learning needs of occupational health and safety committees and representatives.~~

The PSAC – TBS JLP will continue to be governed by the existing joint PSAC – TBS Steering Committee. The Bargaining Agent Side Secretary on the National Joint Council will be invited to attend the meetings of the PSAC – JLP Steering Committee with voice but no vote.

EMPLOYER PROPOSAL

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The PSAC – TBS JLP will continue to be governed by the existing joint PSAC – TBS Steering Committee. The Bargaining Agent Side Secretary on the National Joint Council will be invited to attend the meetings of the PSAC – JLP Steering Committee with voice but no vote.

RATIONALE

The Joint Learning Program (JLP) was initially negotiated as a pilot project in 2001. The JLP is the only program that is co-governed and is a true partnership between Treasury Board Secretariat (TBS) and the Public Service Alliance of Canada (PSAC). All levels of the governance/management/development/delivery structure are performed jointly. The role of the JLP is to develop workshops to be delivered to all core public service employees in a joint fashion, with facilitators from both parties. Since 2007, the JLP has delivered more than 6,000 workshops to more than 100,000 public service employees.

Either a department or the Union can identify the need for one of the JLP's workshops, and in collaboration with the other party, make a joint request to the program. Workshops are then organized with the help of a Union and an Employer organizer in the workplace. There is no cost to departments to participate other than paying the participating employees' salary.

Funding

Funding for the JLP is negotiated as part of the collective bargaining process with the PSAC. A Memorandum of Understanding currently resides in the collective agreements of the PA, SV, TC, EB and FB groups. Since June 14, 2017, the Program has received funding on a monthly basis, which ensures that the Program can continue to deliver

workshops to meet its mandate of improving labour relations, even when the Collective Agreements are being renegotiated.

Health and Safety Project

In the last round, the parties negotiated additional language in the MOU in which the Employer agreed to provide funds to develop programs, materials, facilitator training and delivery of workshops tailored to the learning needs of occupational health and safety committees and representatives.

From September 27 to October 13, 2022, a total of 8 workshops were co-facilitated with an average of 20 registration per workshop. Several OHS advisors from various departments/agencies attended the JLP workshop to assess the extent by which the workshop meets the needs of their department. Several expressed an interest in referring OHS Committee members to the JLP workshop and requested a timeline for future offerings.

Allocating resources to continue this initiative beyond 2022 would allow to further improve the workshop, benefitting from generous feedback from hundreds of participants from different backgrounds, regions and languages across Canada. By January 2023, the workshop can only be offered if it receives additional and appropriate funding.

The project is a direct recommendation of a joint study commissioned by both parties. The Employer has offered no justification for failing to support this initiative at the required level nor has it offered any counter costing arguments. The Union therefore respectfully requests that the Commission include the Union’s proposals in its recommendations.

APPENDIX D
WORKFORCE ADJUSTMENT

PSAC PROPOSAL

General

Application
This appendix applies to all employees. Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

Collective agreement
With the exception of those provisions for which the Public Service Commission (PSC) is responsible, this appendix is part of this agreement.

Notwithstanding the job security article, in the event of conflict between the present workforce adjustment appendix and that article, the present workforce adjustment appendix will take precedence.

Objectives

It is the policy of the Employer to maximize employment opportunities for indeterminate employees affected by workforce adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment. To this end, every indeterminate employee whose services will no longer be required because of a workforce adjustment situation and for whom the deputy head knows or can predict that employment will be available will receive a guarantee of a reasonable job offer within the core public administration. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Parts VI and VII), **with a view to enabling their retirement or alternate employment opportunities outside of the public service**.

Definitions

Affected employee (employé-e touché)
Is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a workforce adjustment situation **or an employee affected by a relocation.**

Guarantee of a reasonable job offer (garantie d'une offre d'emploi raisonnable)
Is a guarantee of an offer of indeterminate employment within the core public administration provided by the deputy head to an indeterminate employee who is affected by workforce adjustment. Deputy heads will be expected to provide a guarantee of a

reasonable job offer to those affected employees for whom they know or can predict that employment will be available in the core public administration. Surplus employees in receipt of this guarantee will not have access to the options available in Part VI of this appendix, **except in cases where remote working is not available, and relocation would place undue hardship on the employee and the employee's family as a result of a relocation to a location that the employee is unable to relocate to.**

Reasonable job offer (offre d'emploi raisonnable)
Is an offer of indeterminate employment within the core public administration, normally at an equivalent level, but which could include lower levels. Surplus employees must be both trainable, **willing to work remotely** and mobile. Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the *Travel Directive*. In alternative delivery situations, a reasonable offer is one that meets the criteria set out under type 1 and type 2 in Part VII of this appendix.

A reasonable job offer is also an offer from a FAA Schedule V Employer, providing that:

a. The appointment is at a rate of pay and an attainable salary maximum not less than the employee's current salary and attainable maximum that would be in effect on the date of offer.
b. It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

Relocation (réinstallation)
Is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty located beyond ~~what, according to local custom, is a normal commuting distance.~~ **40km from the employee's current place of duty.**

Relocation of work unit (réinstallation d'une unité de travail)
Is the authorized move of a work unit of any size to a place of duty located beyond ~~what, according to local custom, is normal commuting distance~~ **beyond 40 km** from the former work location and from the employee's current residence.

Remote Working Arrangement
Is an arrangement where the employee works remotely and which must be instituted in situations where the employee agrees to work remotely and where remote work can lead to a guaranteed reasonable job offer or provide alternate work without requiring relocation.

Workforce adjustment (réaménagement des effectifs)
Is a situation that occurs when a deputy head decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function or a relocation in which the employee does not wish to participate or an alternative delivery initiative.

Monitoring
Departments or organizations shall retain central information on all cases occurring under this appendix, including the reasons for the action; the number, occupational groups and levels of employees concerned; the dates of notice given; the number of employees who the department finds employment with other departments, **the number of employees whose jobs are retained as a result of remote working opportunities, the number of employees who are relocated,** the number of employees placed without retraining; the number of employees retrained (including number of salary months used in such training); the levels of positions to which employees are appointed and the cost of any salary protection; and the number, types and amounts of lump-sums paid to employees.

This information will be used by the Treasury Board Secretariat to carry out annual audits. **The results of those audits will be shared with the PSAC no later than two months after they have been completed.**

Enquiries
Enquiries about this appendix should be referred to the Alliance or to the responsible officers in departmental or organizational headquarters.

Responsible officers in departmental or organizational headquarters may, in turn, direct questions regarding the application of this appendix to the Senior Director, Excluded Groups and Administrative Policies, Labour Relations and Compensation Operations, Treasury Board Secretariat.

Enquiries by employees pertaining to entitlements to a priority in appointment or to their status in relation to the priority appointment process should be directed to their departmental or organizational human resource advisors or to the ~~Priority Advisor of the PSC~~ responsible for their case.

Part I: roles and responsibilities

1.1 Departments or organizations

1.1.1 Since indeterminate employees who are affected by workforce adjustment situations are not themselves responsible for such situations, it is the responsibility of departments or organizations to ensure that they are treated equitably and, whenever possible, given every reasonable opportunity to continue their careers as public service employees.

1.1.2 Departments or organizations shall carry out effective human resource planning to minimize the impact of workforce adjustment situations on indeterminate employees, on the department or organization, and on the public service. **Departments or Organizations shall share the results of that planning with the Union once notification of a workforce adjustment situation has been given.**

1.1.3 Departments or organizations shall establish joint workforce adjustment committees~~, where appropriate~~, to advise and consult on the workforce adjustment situations within the department or organization. Terms of reference of such committees shall include a process for addressing alternation requests from other departments and organizations.

1.1.4 Departments or organizations shall, as the home department or organization, cooperate with the PSC and appointing departments or organizations in joint efforts to redeploy departmental or organizational surplus employees and laid-off persons. **Departments or organizations will share the details and results of their cooperative efforts with other departments and organizations in writing with each affected employee.**

1.1.5 Departments or organizations shall establish systems to facilitate redeployment or retraining of their affected employees, surplus employees, and laid-off persons. **The details of such systems shall be shared with the Union once notification of a workforce adjustment has been given.**

1.1.10 Departments or organizations shall send written notice to the PSC of an employee's surplus status, and shall send to the PSC such details, forms, resumés, and other material as the PSC may from time to time prescribe as necessary for it to discharge its function. **Departments and organizations shall notify the employee when this written notice has been sent.**

1.1.12 The home department or organization shall provide the PSC with a **written** statement that it would be prepared to appoint the surplus employee to a suitable position in the department or organization commensurate with his or her qualifications if such a position were available. **The home department will provide a copy of that written statement to the bargaining agent that represents the employee.**

1.1.14 Deputy heads shall apply this appendix so as to keep actual involuntary lay-offs to a minimum, and a lay-off shall normally occur only when an individual has refused a reasonable job offer, is not mobile, **is not able to work remotely** or cannot be retrained within two (2) years, or is laid-off at his or her own request.

1.1.18 Home departments or organizations shall relocate surplus employees and laid-off individuals, if necessary, **and when other alternate work arrangements are not possible**.

1.1.19 Relocation of surplus employees or laid-off persons shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their redeployment or reappointment, provided that:

a. there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled;

or

b. there are no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

NEW XX (renumber current 1.1.19 ongoing)

a) **In the event that remote working opportunities are not possible, the employer shall make every reasonable effort to provide an employee with a reasonable job offer within a forty (40) kilometre radius of his or her work location.**

b) **In the event that reasonable job offers can be made within a forty (40) kilometre radius to some but not all surplus employees in a given work location, such reasonable job offers shall be made in order of seniority.**

c) **In the event that a reasonable job offer cannot be made within forty (40) kilometres, every reasonable effort shall be made to provide the employee with a reasonable job offer in the province or territory of his or her work location, prior to making an effort to provide the employee with a reasonable job offer in the public service.**

d) **In the event that reasonable job offers can be provided to some but not all surplus employees in a given province or territory, such reasonable job offers shall be made in order of seniority.**

e) **An employee who chooses not to accept a reasonable job offer which requires relocation to a work location which is more than forty (40) kilometres from his or her work location shall have access to the options contained in section 6.4 of this Appendix.**

1.1.26 Departments or organizations shall inform the PSC, **and the PSAC** in a timely fashion, and in a method directed by the PSC **and the PSAC**, of the results of all referrals made to them under this appendix.

1.1.30 Departments or organizations acting as appointing departments or organizations shall cooperate with the PSC and other departments or organizations in accepting, to the extent possible, affected, surplus and laid-off persons from other departments or organizations for appointment or retraining. **Departments or organizations acting as appointing departments or organizations shall notify the PSC, the home department or organization and the PSAC of instances where appointments are possible, where appointments are made and where they are not made and the reasons why those employees were not appointed.**

1.1.34 Departments or organizations shall inform and counsel affected and surplus employees as early and as completely as possible and, in addition, shall assign a

counsellor to each **affected,** opting and surplus employee and laid-off person, to work with him or her throughout the process. Such counselling is to include explanations and assistance concerning:

a. the workforce adjustment situation and its effect on that individual;
b. the workforce adjustment Appendix;
c. the PSC's Priority Information Management System and how it works from the employee's perspective;
d. preparation of a curriculum vitae or resumé;
e. the employee's rights and obligations;
f. the employee's current situation (for example, pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
g. alternatives that might be available to the employee (the alternation process, **remote work,** appointment, relocation, retraining, lower-level employment, term employment, retirement including the possibility of waiver of penalty if entitled to an annual allowance, transition support measure, education allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
h. the likelihood that the employee will be successfully appointed;
i. the meaning of a guarantee of a reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a transition support measure and an education allowance;
j. advise employees to seek out proposed alternations and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
x. advise employees of opportunities to access remote work either in combination with an alternation or otherwise and to seek out these opportunities and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
k. the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
l. preparation for interviews with prospective employers;
m. feedback when an employee is not offered a position for which he or she was referred;
n. repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
o. advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity; and
p. advising employees of the right to be represented by the Alliance in the application of this appendix.

1.2 Treasury Board Secretariat

1.2.1 It is the responsibility of the Treasury Board Secretariat to:

a. investigate and seek to resolve situations referred by the PSC, **the PSAC** or other parties, **and communicate the results of the investigation and resolution strategy to them;**

b. consider departmental or organizational requests for retraining resources; and
c. ensure that departments or organizations are provided to the extent possible with information on occupations for which there are skill shortages.

1.4 Employees

1.4.1 Employees have the right to be represented by the Alliance in the application of this appendix.

1.4.2 Employees who are directly affected by workforce adjustment situations and who receive a guarantee of a reasonable job offer or opt, or are deemed to have opted, for Option (a) of Part VI of this appendix are responsible for:

a. actively seeking alternative employment in cooperation with their departments or organizations and the PSC, unless they have advised the department or organization and the PSC, in writing, that they are not available for appointment;
b. seeking information about their entitlements and obligations;
c. providing timely information (including curricula vitae or resumés) to the home department or organization and to the PSC to assist them in their appointment activities;
d. ensuring that they can be easily contacted by the PSC and appointing departments or organizations, and attending appointments related to referrals;
e. seriously considering job opportunities presented to them (referrals within the home department or organization, referrals from the PSC, and job offers made by departments or organizations), including retraining**, remote working** and relocation possibilities, specified period appointments and lower-level appointments.

1.4.3 Opting employees are responsible for:

a. considering the options in Part VI of this appendix;
b. communicating their choice of options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting.

Part III: relocation of a work unit

3.1 General

3.1.1 In cases where a work unit is to be relocated, departments or organizations shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position, **enter into a remote work arrangement if possible,** or be treated as if they were subject to a workforce adjustment situation.

3.1.2 Following written notification, employees must indicate, within a period of six (6) months, their intention to move. If the employee's intention is not to move with the relocated position, the deputy head can provide the employee with either a guarantee of a reasonable job offer **in a remote work arrangement doing the same work, a**

guarantee of a reasonable job offer elsewhere in the department or the public service or access to the options set out in section 6.4 of this appendix.

3.1.3 Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.18 to 1.1.22.

3.1.4 After due consideration of remote work arrangements, where relocation is required, although departments or organizations will endeavour to respect employee location preferences, nothing precludes the department or organization from offering a relocated position to an employee in receipt of a guarantee of a reasonable job offer from his or her deputy head, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

Part IV: retraining

4.1 General

4.1.2 It is the responsibility of the employee, home department or organization and appointing department or organization to identify retraining opportunities, **including language training opportunities**, pursuant to subsection 4.1.1.

4.1.3 When a retraining opportunity has been identified, the deputy head of the home department or organization shall approve up to two (2) years of retraining. **Opportunities for retraining, including language training, shall not be unreasonably denied.**

4.2 Surplus employees
4.2.1 A surplus employee is eligible for retraining, provided that:

a. retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates; and

b. there are no other available priority persons who qualify for the position.

4.X.X Retraining will not be unreasonably denied. When an employee's request for retraining is denied, the employer must provide the reasons why the retraining was denied to the employee in writing, and why the retraining would not facilitate re-employment.

4.2.2 The home department or organization is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the delegated officers of the home and appointing departments or organization. The home department or organization is responsible for informing the employee in a timely fashion if a retraining proposal submitted by the employee is not approved. ~~Upon request of the employee, feedback regarding the decision will be provided in writing.~~ **The employee will be advised in writing why the retraining plan was not approved.**

4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee. **Status reports will be provided to the employee in writing on a regular basis.**

4.2.7 In addition to all other rights and benefits granted pursuant to this section, an employee who is guaranteed a reasonable job offer is also guaranteed~~, subject to the employee's willingness to relocate,~~ training to prepare the surplus employee for appointment to a position pursuant to 4.1.1, such training to continue for one (1) year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

4.3 Laid-off persons

4.3.1 A laid-off person shall be eligible for retraining, provided that:

a. retraining is needed to facilitate the appointment of the individual to a specific vacant position;

b. the individual meets the minimum requirements set out in the relevant selection standard for appointment to the group concerned;

c. there are no other available persons with priority who qualify for the position; and

d. the appointing department or organization cannot justify **in writing** a decision not to retrain the individual.

Part VI: options for employees

6.1 General

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict that employment will be available. A deputy head who cannot provide such a guarantee shall provide his or her reasons in writing~~, if so requested by the employee~~ **to the employee and to the PSAC, and why remote working opportunities have not been considered or have been discarded.** Employees in receipt of this guarantee will not have access to the choice of options below, **unless the GRO becomes dependent on a reasonable job offer to a location to which the employee is unable to relocate.**

6.3 Alternation

6.3.9 Alternation opportunities include instances where the alternate is able to perform the work remotely.

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Part VII: special provisions regarding alternative delivery initiatives

7.2.1 The provisions of this part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this part, and only where specifically indicated will other provisions of this appendix apply to them. **Employees who are affected by alternative delivery initiatives and who do not receive job offers from the new employer shall be treated in accordance with the provisions of Parts I-VI of this Appendix.**

RATIONALE

The Union proposal is meant to address several deficiencies in the parties' Workforce Adjustment Appendix. First, the current definition of a guarantee of reasonable job offer (GRJO) does not provide an explicitly defined geographic radius within which the employee might avail themselves of certain rights afforded under the Workforce Adjustment Appendix (WFA). Second, there is a need for the recognition of years of service in the context of Appendix D. Years of service would serve as a fair and objective standard for the treatment of a reasonable job offer. Third, the concept of remote work should be introduced in the WFA to reflect situations where a workforce adjustment could be avoided by entering into a remote work agreement.

Currently, the provisions contained in Appendix D put the onus on departments and deputy heads to provide a reasonable job offer in the event of possible layoffs. But there are no clear geographic criteria applied with respect to where the Employer may offer a reasonable job offer. This can create significant problems for employees. For example, in a recent situation, in 2017, the government decided to close the Vegreville Immigration Centre and move it to Edmonton along with its 250 employees. PSAC members were left with very difficult choices: uproot their families and move to Edmonton, accept a three-hour daily commute, or leave the job they value. This situation materialized due to the Employer's interpretation of the existing language that offering a job anywhere else in the country met the criteria under the Appendix D as being 'reasonable'.

The Vegreville circumstances highlight a contradiction within the WFA. Under clause 3.1.1 of the WFA, the Employer had to give the employees the opportunity to choose whether they wished to move with the position or be treated as if they were subject to a workforce adjustment situation. Under clause 3.1.2 the employees had a period of six months to indicate their intention to move or not. If an employee decides not to move with the relocated position, the deputy head may provide the employee with either a guarantee of a reasonable job offer or access to the options set out in section 6.4 of the WFA[70].

However, if an employee is in receipt of a reasonable job offer, even if it is at the same location that they have already indicated that they do not wish to move to, they are no longer able to access the options contained in the WFA. In the Vegreville instance, PSAC took a grievance to arbitration, and it was partially upheld. Because of the lack of clarity in the current WFA language, the decision sided with the Employer's interpretation that since the employee was in receipt of a GRJO, they did not have access to all of the options under the WFA if they refused to move. However, the arbitrator also ruled that employees in such a circumstance would have access to the transition support measure and/or the education allowance under the Voluntary Programs section of the WFA (2018 FPSLREB 74).

The Union submits that this proposal is necessary due to the Employer' interpretation of Part III. Fundamentally, it implies that the Employer can force workers to move or get laid off while limiting the WFA options to which they have access. The Union is proposing instead that people who cannot or do not wish to relocate to a certain location ought not to lose their rights under the WFA Appendix. As we will discuss further below, the changes proposed by the Employer to the WFA are not fully solving this issue and we believe that the language should be further clarified to entrench the rights of employees.

Our proposal is that in the event that a reasonable job offer cannot be made within a 40-kilometre radius, the employee may elect to be an 'opting' employee and therefore avail

[70] Options include being on a surplus priority list for 12 months to find another job, receiving a Transition Support Measure (i.e. enhanced severance) or and Education Allowance and a Transition Support Measure.

themselves of the rights associated with ‘opting’ status. This would provide employees will all options under the WFA. The Union is proposing a 40-kilometre radius as it is consistent with the practice currently in effect for the NJC Relocation Directive. Indeed, a 2013 NJC Executive Committee decision indicated agreement with this principle. It was noted that in accordance with subsection 248(1) of the *Income Tax Act*, "relocation shall only be authorized when the employee's new principal residence is at least 40 km (by the shortest usual public route) closer to the new place of work than his/her previous residence". Furthermore, the 40-kilometre radius is currently the standard for more than 50,000 unionized workers at Canada Post[71].

The Union is also proposing that reasonable job offers shall be made in order of seniority. Recognition of years of service is a central tenet of labour relations in Canada. Its application is found in collective agreements in every industry, every jurisdiction, and every sector of the Canadian economy. For example, the collective agreements covering employees working for both the House of Commons and the Senate of Canada contain seniority recognition for the purposes of layoffs[72]. It is also commonplace within the broader federal public sector, from Via Rail to Canada Post to the Royal Canadian Mint to the National Arts Centre to the Canadian Museum of Science and Technology Corporation. Additionally, it is already recognized under the parties’ current collective agreement in the context of vacation leave scheduling and in the WFA itself as the tie-breaking procedure to choose which employee may avail themselves of the voluntary program.

Recognition of years of service is a concept that is firmly entrenched within labour relations jurisprudence, including jurisprudence produced by the FPSLREB. In a 2009 decision the Board stated that:

[71] Agreement between Canada Post Corporation and the Canadian Union of Postal Workers, Expiry: January 31, 2022: https://www.cupw.ca/sites/default/files/urb-ja-31-2022-ca-en.pdf
[72] Collective Agreement between the Senate of Canada and PSAC: https://psacunion.ca/sites/psac/files/senate_en_exp_2014_september_30.pdf
Collective Agreement between the House of Commons and PSAC: https://psacunion.ca/sites/psac/files/operational_en_exp_2014_april_20.pdf

> (…) through his or her years of service, an employee attains a breadth of knowledge and expertise as a result of his or her tenure with the organization. Through time, an employee becomes a more valuable asset, with more capabilities, and should be treated accordingly. (PLSRB 485-HC-40).

Thus, the Union's proposal for recognition of years of service in the context of Appendix D would introduce a fair and objective standard in the treatment of a reasonable job offer. This standard has been sanctioned via Board jurisprudence.

In summary, the Union's proposals concerning Appendix D are predicated upon what has already been established elsewhere within the federal public sector. Moreover, applying geographic criteria to the process in terms of opportunities for employees exists already for tens of thousands of federal workers at Canada Post. In light of these factors, the Union respectfully requests that the Commission include the Union's proposals for Appendix D in its recommendations.

EMPLOYER PROPOSAL

General

Application
This appendix applies to all **indeterminate** employees. Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

Collective agreement
With the exception of those provisions for which the Public Service Commission (PSC) is responsible, this appendix is part of this agreement.
Notwithstanding the job security article, in the event of conflict between the present workforce adjustment appendix and that article, the present workforce adjustment appendix will take precedence.

Objectives
It is the policy of the Employer to maximize employment opportunities for indeterminate employees affected by workforce adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

To this end, every indeterminate employee whose services will no longer be required because of a workforce adjustment situation and for whom the deputy head knows or can predict that employment will be available will receive a guarantee of a reasonable job offer within the core public administration. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Parts VI and VII).

Definitions

Accelerated lay-off (mise en disponibilité accélérée)
Occurs when a surplus employee makes a request to the deputy head, in writing, to be laid-off at an earlier date than that originally scheduled, and the deputy head concurs. Lay-off entitlements begin on the actual date of lay-off.
Affected employee (employé-e touché)
Is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a workforce adjustment situation.
Alternation (échange de postes)
Occurs when an opting employee or a surplus employee who is surplus as a result of having chosen option 6.4.1(a) who wishes to remain in the core public administration

exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration with a transition support measure or with an education allowance.

Alternative delivery initiative (diversification des modes de prestation des services)

Is the transfer of any work, undertaking or business of the core public administration to any body or corporation that is a separate agency or that is outside the core public administration.

Appointing department or organization (ministère ou organisation d'accueil)

Is a department or organization which has agreed to appoint or consider for appointment (either immediately or after retraining) a surplus or a laid-off person.

Core public administration (Administration publique centrale)

Means that part of the public service in or under any department or organization, or other portion of the federal public administration specified in Schedules I and IV to the *Financial Administration Act* (FAA) for which the PSC has the sole authority to appoint.

Deputy head (administrateur général)

Has the same meaning as in the definition of "deputy head" set out in section 2 of the *Public Service Employment Act **(PSEA)***, and also means his or her official designate.

Education allowance (indemnité d'études)

Is one of the options provided to an indeterminate employee affected by ~~normal~~ workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a lump-sum payment equivalent to the transition support measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution and book and mandatory equipment costs, up to a maximum of seventeen thousand dollars ($17,000).

Guarantee of a reasonable job offer (garantie d'une offre d'emploi raisonnable)

Is a guarantee of an offer of indeterminate employment within the core public administration provided by the deputy head to an indeterminate employee who is affected by workforce adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict **employment availability** ~~that employment will be available~~ in the core public administration. Surplus employees in receipt of this guarantee will not have access to the options available in Part VI of this appendix.

Home department or organization (ministère ou organisation d'attache)

Is a department or organization declaring an individual employee surplus.

Laid-off person (personne mise en disponibilité)

Is a person who has been laid-off pursuant to subsection 64(1) of the PSEA and who still retains an appointment priority under subsection 41(4) and section 64 of the PSEA.

Lay-off notice (avis de mise en disponibilité)

Is a written notice of lay-off to be given to a surplus employee at least one (1) month before the scheduled lay-off date. This period is included in the surplus period.

Lay-off priority (priorité de mise en disponibilité)
A person who has been laid-off is entitled to a priority, in accordance with subsection 41(~~5~~**4**) of the PSEA with respect to any position to which the PSC is satisfied that the person meets the essential qualifications; the period of entitlement to this priority is ~~one (1) year as~~ set out in section 11 of the **Public Service Employment Regulations** (PSER).

Opting employee (employé-e optant)
Is an indeterminate employee whose services will no longer be required because of a workforce adjustment situation, who has not received a guarantee of a reasonable job offer from the deputy head and who has ~~one hundred and twenty~~ **ninety** (~~120~~**90**) days to consider the options in section ~~6.3~~**6.4** of this appendix.

Organization (organisation)
Any board, agency, commission, or other body, specified in Schedules I and IV of the *Financial Administration Act* (FAA), that is not a department.

Pay (rémunération)
Has the same meaning as “rate of pay” in this agreement.

Priority Information Management System (système de gestion de l’information sur les priorités)
Is a system designed by the PSC to facilitate appointments of individuals entitled to statutory and regulatory priorities.

Reasonable job offer (offre d’emploi raisonnable)
Is an offer of indeterminate employment **to a surplus employee or laid off person** within the core public administration, normally at **the same group and level (or equivalent)** ~~an equivalent level~~, but which could include **one (1) group and level lower (or equivalent).** ~~lower levels.~~ Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee’s headquarters as defined in the *Travel Directive*. In alternative delivery situations, a reasonable offer is one that meets the criteria set out under type 1 and type 2 in Part VII of this appendix. A reasonable job offer is also an offer from a FAA Schedule V Employer, providing that:

a. The appointment is at a rate of pay and an attainable salary maximum not less than the employee’s current salary and attainable maximum that would be in effect on the date of offer.

b. It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits. Reinstatement priority (priorité de réintégration)

Is an entitlement **under the PSER** provided to surplus employees and laid-off persons who are appointed or deployed to a position in the ~~federal~~ **core** public administration at a lower level. ~~As per section 10 of the PSER, the entitlement lasts for one (1) year~~.

Relocation (réinstallation)
Is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty located beyond what, according to local custom, is a normal commuting distance.

A relocation of a surplus employee or a laid-off person, which is equal to, or reduces the usual kilometric commute (or former commute in the case of a laid-off person), using the most direct route by car from the employee's current principal residence to the new place of duty, will not entitle the employee or laid-off person to relocation benefits under the Relocation Directive.

Relocation of work unit (réinstallation d'une unité de travail)
Is the authorized move of a work unit of any size, to a place of duty located beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence.

For greater clarity, the employee's residence is not their place of duty.

A relocation of a work unit which is equal to, or reduces, the usual kilometric commute using the most direct route by car from the employee's current principal residence to the new place of duty will not entitle the employee to relocation benefits under the Relocation Directive.

Employees who work in the same work unit at different locations are eligible for the provisions under a relocation of a work unit if they meet the criteria above based on their place of duty.

Retraining (recyclage)
Is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the core public administration.
Surplus employee (employé-e excédentaire)
Is an indeterminate employee who has been formally declared surplus, in writing, by his or her deputy head.
Surplus priority (priorité d'employé-e excédentaire)
Is an entitlement for a priority in appointment accorded in accordance with section 5 of the PSER and pursuant to section 40 of the PSEA; this entitlement is provided to surplus employees to be appointed in priority to another position in the ~~federal~~**core** public administration for which they meet the essential requirements.
Surplus status (statut d'employé-e excédentaire)

An indeterminate employee has surplus status from the date he or she is declared surplus until the date of lay-off, until he or she is indeterminately appointed to another position, until his or her surplus status is rescinded, or until the person resigns.

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 lump-sum payment based on the employee's years of service as per Annex B.

Twelve (12) month surplus priority period in which to secure a reasonable job offer (priorité d'employé-e excédentaire d'une durée de douze (12) mois pour trouver une offre d'emploi raisonnable)

Is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer.

Work unit (unité de travail)

Is an identifiable group of employees that offers a particular service or program as defined by operational requirements determined by the organization. A deputy head may determine that a work unit may consist of an individual employee.

Workforce adjustment (réaménagement des effectifs)

Is a situation that occurs when a deputy head decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation **of a work unit** in which the employee does not wish to participate, or an alternative delivery initiative.

Authorities

The PSC has endorsed those portions of this appendix for which it has responsibility.

Monitoring

Departments or organizations shall retain central information on all cases occurring under this appendix, including the reasons for the action; the number, occupational groups and levels of employees concerned; the dates of notice given; the number of employees placed without retraining; the number of employees retrained (including number of salary months used in such training); the levels of positions to which employees are appointed and the cost of any salary protection; and the number, types and amounts of lump-sums paid to employees.

This information will be used by the Treasury Board Secretariat to carry out its periodic audits.

References

The primary references for the subject of workforce adjustment are as follows:

- ~~*Canada Labour Code*, Part I~~
- *Financial Administration Act*
- ~~Pay Rate Selection (Treasury Board Homepage, Organization, Human Resource Management, Compensation and Pay Administration).~~
- *Values and Ethics Code for the Public Service*~~, Chapter 3: Post-Employment Measures.~~
- ~~Employer regulation on promotion~~
- ~~*Policy on Termination of Employment in Alternative Delivery Situations* (Treasury Board Manual, Human Resources volume, Chapter 1-13)~~
- *Public Service Employment Act*
- *Public Service Employment Regulations*
- *Federal Public Sector Labour Relations Act*
- *Public Service Superannuation Act*
- *NJC ~~Integrated~~ Relocation Directive*
- *Travel Directive*

Enquiries

Enquiries about this appendix should be referred to the Alliance or to the responsible officers in departmental or organizational headquarters.

Responsible officers in departmental or organizational headquarters may, in turn, direct questions regarding the application of this appendix to the Senior Director, **Union Engagement and National Joint Committee Support, Employee Relations and Total Compensation Sector**, ~~Excluded Groups and Administrative Policies, Labour Relations and Compensation Operations,~~ Treasury Board Secretariat.

Enquiries by employees pertaining to entitlements to a priority in appointment or to their status in relation to the priority appointment process should be directed to their departmental or organizational human resource advisors or to the Priority Advisor of the PSC responsible for their case.

Part I: roles and responsibilities

1.1 Departments or organizations

1.1.1 Since indeterminate employees who are affected by workforce adjustment situations are not themselves responsible for such situations, it is the responsibility of departments or organizations to ensure that they are treated equitably and, whenever possible, given every reasonable opportunity to continue their careers as public service employees.

1.1.2 Departments or organizations shall carry out effective human resource planning to minimize the impact of workforce adjustment situations on indeterminate employees, on the department or organization, and on the public service.

1.1.3 Departments or organizations shall establish joint workforce adjustment committees, where appropriate, to advise and consult on the workforce adjustment situations within the department or organization. Terms of reference of such committees shall include a process for addressing alternation requests from other departments and organizations.

1.1.4 Departments or organizations shall, as the home department or organization, cooperate with the PSC and appointing departments or organizations in joint efforts to redeploy departmental or organizational surplus employees and laid-off persons.

1.1.5 Departments or organizations shall establish systems to facilitate redeployment or retraining of their affected employees, surplus employees, and laid-off persons.

1.1.6 When a deputy head determines that the services of an employee are no longer required beyond a specified date due to lack of work or discontinuance of a function, the deputy head shall advise the employee, in writing, that his or her services will no longer be required.

Such a communication shall also indicate if the employee:

a. is being provided with a guarantee from the deputy head that a reasonable job offer will be forthcoming**,** and that the employee will have surplus status from that date on;
   or
b. is an opting employee and has access to the options set out in section 6.~~3~~**4** of this appendix because the employee is not in receipt of a guarantee of a reasonable job offer from the deputy head.

Where applicable, the communication should also provide the information relative to the employee's possible lay-off date.

1.1.7 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those employees subject to workforce adjustment for whom they know or can predict that employment will be available in the core public administration.

1.1.8 Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide ~~one hundred and twenty~~ **ninety** (~~120~~**90**) days to consider the three options outlined in Part VI of this appendix to all opting employees before a decision

is required of them. If the employee fails to select an option, the employee will be deemed to have selected Option (a), twelve (12) month surplus priority period in which to secure a reasonable job offer.

NEW 1.1.9 The deputy head shall review the case of every surplus employee with a guarantee of a reasonable job offer on an annual basis. Should the deputy head determine that a reasonable job offer is no longer a possibility, they may rescind the guarantee of a reasonable job offer and offer options 6.4.1 (b) or 6.4.1 (c) (i) instead.

1.1.~~9~~10 The deputy head shall make a determination to provide either a guarantee of a reasonable job offer or access to the options set out in section 6.3 of this appendix upon request by any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

1.1.~~10~~11 Departments or organizations shall send written notice to the PSC of an employee's surplus status, and shall send to the PSC such details, forms, resumés, and other material as the PSC may from time to time prescribe as necessary for it to discharge its function. **Organizations shall notify the employee when this written notice has been sent.**

1.1.~~11~~12 Departments or organizations shall advise and consult with the Alliance representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Alliance the name and work location of affected employees.

1.1.~~12~~13 The home department or organization shall provide the PSC with a statement that it would be prepared to appoint the surplus employee to a suitable position in the department or organization commensurate with his or her qualifications if such a position were available.

1.1.~~13~~14 Departments or organizations shall provide the employee with the official notification that he or she has become subject to a workforce adjustment and shall remind the employee that Appendix D, Workforce Adjustment, of this agreement applies.

1.1.~~14~~15 Deputy heads shall apply this appendix so as to keep actual involuntary lay-offs to a minimum, and a lay-off shall normally occur only when an individual has refused a reasonable job offer, is not mobile, cannot be retrained within two (2) years, or is laid-off at his or her own request.

1.1.~~15~~16 Departments or organizations are responsible for counselling and advising their affected employees on their opportunities for finding continuing employment in the public service.

1.1.~~16~~17 Appointment of surplus employees to alternative positions with or without retraining shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. Departments or organizations shall avoid appointment to a lower level except where all other avenues have been exhausted.

1.1.~~17~~18 Home departments or organizations shall appoint as many of their own surplus employees or laid-off persons as possible or identify alternative positions (both actual and anticipated) for which individuals can be retrained.
1.1.~~18~~19 Home departments or organizations shall relocate surplus employees and laid-off individuals, if necessary.
1.1.~~19~~20 Relocation of surplus employees or laid-off persons shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their redeployment or reappointment, provided that:

a. there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled;

or

b. there are no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

1.1.~~20~~21 The cost of travelling to interviews for possible appointments and of relocation to the new location shall be borne by the employee's home department or organization. Such cost shall be consistent with the *Travel Directive* and *NJC ~~Integrated~~ Relocation Directive*.
1.1.~~21~~22 For the purposes of the *NJC ~~Integrated~~ Relocation Directive*, surplus employees and laid- off persons who relocate under this appendix shall be deemed to be employees on employer-requested relocations. The general rule on minimum distances for relocation applies.
1.1.~~22~~23 For the purposes of the *Travel Directive*, laid-off persons travelling to interviews for possible reappointment to the core public administration are deemed to be a "traveller" as defined in the *Travel Directive*.
1.1.~~23~~24 For the surplus and/or lay-off priority periods, home departments or organizations shall pay the salary, salary protection and/or termination costs as well as other authorized costs such as tuition, travel, relocation and retraining for surplus employees and laid-off persons, as provided for in this agreement and the various directives unless the appointing department or organization is willing to absorb these costs in whole or in part.
1.1.~~24~~25 Where a surplus employee is appointed by another department or organization to a term position, the home department or organization is responsible for the costs above for one (1) year from the date of such appointment, unless the home department or organization agree to a longer period, after which the appointing department or organization becomes the new home department or organization consistent with PSC authorities.
1.1.~~25~~26 Departments or organizations shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this appendix.

1.1.~~26~~27 Departments or organizations shall inform the PSC in a timely fashion, and in a method directed by the PSC, of the results of all referrals made to them under this appendix.

1.1.~~27~~28 Departments or organizations shall review the use of private temporary agency personnel, consultants, contractors, and their use of contracted out services, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments or organizations shall refrain from engaging or re-engaging such temporary agency personnel, consultants or contractors, and their use of contracted out services, or renewing the employment of such employees referred to above where this will facilitate the appointment of surplus employees or laid-off persons.

1.1.~~28~~29 Nothing in the foregoing shall restrict the Employer's right to engage or appoint persons to meet short-term, non-recurring requirements. Surplus and laid-off persons shall be given priority even for these short-term work opportunities.

1.1.~~29~~30 Departments or organizations may lay-off an employee at a date earlier than originally scheduled when the surplus employee so requests in writing.

1.1.~~30~~31 Departments or organizations acting as appointing departments or organizations shall cooperate with the PSC and other departments or organizations in accepting, to the extent possible, affected, surplus and laid-off persons from other departments or organizations for appointment or retraining.

1.1.~~31~~32 Departments or organizations shall provide surplus employees with a lay-off notice at least one (1) month before the proposed lay-off date if appointment efforts have been unsuccessful. A copy of this notice shall be provided to the National President of the Alliance.

1.1.~~32~~33 When a surplus employee refuses a reasonable job offer, he or she shall be subject to lay-off one (1) month after the refusal, but not before six (6) months have elapsed since the surplus declaration date. The provisions of Annex C of this appendix shall continue to apply.

1.1.~~33~~34 Departments or organizations are to presume that each employee wishes to be redeployed unless the employee indicates the contrary in writing.

1.1.~~34~~35 Departments or organizations shall inform and counsel affected and surplus employees as early and as completely as possible and, in addition, shall assign a counsellor to each opting and surplus employee and laid-off person, to work with him or her throughout the process. Such counselling is to include explanations and assistance concerning:

a. the workforce adjustment situation and its effect on that individual;
b. the workforce adjustment Appendix;
c. the PSC's Priority Information Management System and how it works from the employee's perspective;
d. preparation of a curriculum vitae or resumé;
e. the employee's rights and obligations;

f. the employee's current situation (for example, pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
g. alternatives that might be available to the employee (the alternation process, appointment, relocation, retraining, lower-level employment, term employment, retirement including the possibility of waiver of penalty if entitled to an annual allowance, transition support measure, education allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
h. the likelihood that the employee will be successfully appointed;
i. the meaning of a guarantee of a reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a transition support measure and an education allowance;
j. advise employees to seek out proposed alternations and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
k. the Human Resources **services available to the employee;** ~~Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);~~
l. preparation for interviews with prospective employers;
m. feedback when an employee is not offered a position for which he or she was referred;
n. repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
o. advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity; ~~and~~
p. advising employees of the right to be represented by the Alliance in the application of this appendix~~.~~**; and**
q. the Employee Assistance Program (EAP).

1.1.~~35~~36 The home departments or organizations shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by it, the employee and the appointing department or organization.
1.1.~~36~~37 Severance pay and other benefits flowing from other clauses in this agreement are separate from and in addition to those in this appendix.
1.1.~~37~~38 Any surplus employee who resigns under this appendix shall be deemed, for purposes of severance pay and retroactive remuneration, to be involuntarily laid-off as of the day on which the deputy head accepts in writing the employee's resignation.
1.1.~~38~~39 The department or organization will review the status of each affected employee annually, or earlier, from the date of initial notification of affected status and determine whether the employee will remain on affected status or not.

1.1.~~39~~40 The department or organization will notify the affected employee in writing, within five (5) working days of the decision pursuant to subsection 1.1.38.

1.2 Treasury Board Secretariat

1.2.1 It is the responsibility of the Treasury Board Secretariat to:

a. investigate and seek to resolve situations referred by the PSC or other parties;

b. consider departmental or organizational requests for retraining resources; and

c. ensure that departments or organizations are provided to the extent possible with information on occupations for which there are skill shortages.

1.3 Public Service Commission of Canada

1.3.1 Within the context of workforce adjustment, and the Public Service Commission of Canada (PSC) governing legislation, it is the responsibility of the PSC to:

a. ensure that priority entitlements are respected;

b. ensure that a means exists for priority persons to be assessed against vacant positions and appointed if found qualified against the essential qualifications of the position; and

c. ensure that priority persons are provided with information on their priority entitlements.

1.3.2 The PSC will, in accordance with the *Privacy Act*:

a. provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' level of compliance with this directive; and

b. provide information to the bargaining agents on the numbers and status of their members in the Priority Information Management System, as well as information on the overall system.

1.3.3 The PSC's roles and responsibilities flow from its governing legislation, not the collective agreement. As such, any changes made to these roles/responsibilities must be agreed upon by the Commission. For greater detail on the PSC's role in administering surplus and lay-off priority entitlements, refer to Annex C of this appendix.

1.4 Employees

1.4.1 Employees have the right to be represented by the Alliance in the application of this appendix.

1.4.2 Employees who are directly affected by workforce adjustment situations and who receive a guarantee of a reasonable job offer or opt, or are deemed to have opted, for Option (a) of Part VI of this appendix are responsible for:

a. actively seeking alternative employment in cooperation with their departments or organizations and the PSC, unless they have advised the department or organization and the PSC, in writing, that they are not available for appointment;
b. seeking information about their entitlements and obligations;
c. providing timely information (including curricula vitae or resumés) to the home department or organization and to the PSC to assist them in their appointment activities;
d. ensuring that they can be easily contacted by the PSC and appointing departments or organizations, and attending appointments related to referrals;
e. seriously considering job opportunities presented to them (referrals within the home department or organization, referrals from the PSC, and job offers made by departments or organizations), including retraining and relocation possibilities, specified period appointments and lower-level appointments.

1.4.3 Opting employees are responsible for:

a. considering the options in Part VI of this appendix;

b. communicating their choice of options, in writing, to their manager no later than ~~one hundred and twenty~~ **ninety** (~~120~~**90**) days after being declared opting.

Part II: official notification

2.1 Department or organization

2.1.1 As already mentioned in 1.1.11, departments or organizations shall advise and consult with the bargaining agent representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process, and will make available to the bargaining agent the name and work location of affected employees.

2.1.2 In any workforce adjustment situation which is likely to involve ten (10) or more indeterminate employees covered by this appendix, the department or organizations concerned shall notify the Treasury Board Secretariat ~~of Canada~~, **in writing** in confidence, at the earliest possible date and under no circumstances less than four (4) working days before the situation is announced.

2.1.3 Prior to notifying any potentially affected employee, departments or organizations shall also notify the National President of the Alliance. Such notification is to be in writing, in confidence and at the earliest possible date and under no circumstances less than two (2) working days before any employee is notified of the workforce adjustment situation.

2.1.4 Such notification will include the identity and location of the work unit(s) involved, the expected date of the announcement, the anticipated timing of the workforce

adjustment situation and the number, group and level of the employees who are likely to be affected by the decision.

Part III: relocation of a work unit

3.1 General

3.1.1 In cases where a work unit to be relocated, departments or organizations shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a workforce adjustment situation.

3.1.2 Following written notification, employees must indicate, within a period of six (6) months, their intention to move. If the employee's intention is not to move with the relocated position, the deputy head can provide the employee with either a guarantee of a reasonable job offer or access to the options set out in section 6.4 of this appendix.

3.1.3 Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.18 to 1.1.2~~2~~**4**.

3.1.4 Although departments or organizations will endeavour to respect employee location preferences, **after consultation and review of each situation with TBS,** nothing precludes the department or organization from offering a relocated position to an employee in receipt of a guarantee of a reasonable job offer from his or her deputy head, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

3.1.5 Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the options in Part VI of this appendix.

Part IV: retraining

4.1 General

4.1.1 To facilitate the redeployment of ~~affected employees,~~ surplus employees and laid-off persons, departments or organizations shall make every reasonable effort to retrain such persons for:

a. existing vacancies;

or

b.anticipated vacancies identified by management.

4.1.2 It is the responsibility of the employee, home department or organization and appointing department or organization to identify retraining opportunities pursuant to subsection 4.1.1.

4.1.3 When a retraining opportunity has been identified **for a position which would be deemed as a reasonable job offer at the same group and level (or equivalent) or one (1) group and level lower (or equivalent)**, the deputy head of the home department or organization shall approve up to two (2) years of retraining.

4.2 Surplus employees

4.2.1 A surplus employee is eligible for retraining, provided that:

a. retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates;
and

b. there are no other available priority persons who qualify for the position.

4.2.2 The home department or organization is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the delegated officers of the home and appointing departments or organization. The home department or organization is responsible for informing the employee in a timely fashion if a retraining proposal submitted by the employee is not approved. Upon request of the employee, feedback regarding the decision**, including the reason for not approving the retraining,** will be provided in writing.

4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee. **Organizations should provide the employee with feedback on the progress of the retraining plan on a regular basis.**

4.2.4 While on retraining, a surplus employee continues to be employed by the home department or organization and is entitled to be paid in accordance with his or her current appointment unless the appointing department or organization is willing to appoint the employee indeterminately, on condition of successful completion of retraining, in which case the retraining plan shall be included in the letter of offer.

4.2.5 When a retraining plan has been approved and the surplus employee continues to be employed by the home department or organization, the proposed lay-off date shall be extended to the end of the retraining period, subject to 4.2.3.

4.2.6 An employee unsuccessful in retraining may be laid-off at the end of the surplus period if the Employer has been unsuccessful in making the employee a reasonable job offer.

4.2.7 In addition to all other rights and benefits granted pursuant to this section, an employee who is guaranteed a reasonable job offer is also guaranteed, subject to the employee's willingness to relocate, training to prepare the surplus employee for appointment to a position pursuant to 4.1.1, such training to continue for one (1) year or

until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

4.3 Laid-off persons

4.3.1 A laid-off person shall be eligible for retraining, provided that:

a. retraining is needed to facilitate the appointment of the individual to a specific vacant position;

b. the individual meets the minimum requirements set out in the relevant selection standard for appointment to the group concerned;

c. there are no other available persons with priority who qualify for the position; and

d. the appointing department or organization cannot justify**, in writing,** a decision not to retrain the individual.

4.3.2 When an individual is offered an appointment conditional on successful completion of retraining, a retraining plan shall be included in the letter of offer. If the individual accepts the conditional offer, he or she will be appointed on an indeterminate basis to the full level of the position after having successfully completed training and being assessed as qualified for the position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off, the employee will be salary-protected in accordance with Part V.

Part V: salary protection

5.1 Lower-level position

5.1.1 Surplus employees and laid-off persons appointed to a lower-level position under this appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this agreement or, in the absence of such provisions, the appropriate provisions of the ~~*Regulations Respecting Pay on Reclassification or Conversion*~~***Directive on Terms and Conditions of Employment*** **governing reclassification or classification conversion**.

5.1.2 Employees whose salary is protected pursuant to 5.1.1 will continue to benefit from salary protection until such time as they are appointed or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid-off.

Part VI: options for employees

6.1 General

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict that employment will be available. A deputy head who cannot provide such a guarantee shall provide his or her reasons in writing, if so requested by the employee. Employees in receipt of this guarantee will not have access to the choice of options below.

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have ~~one hundred and twenty~~ **ninety** (~~120~~**90**) days to consider the three options below before a decision is required of them.

6.1.3 The opting employee must choose, in writing, one (1) of the three (3) options of section 6.4 of this appendix within the ~~one hundred and twenty~~ **ninety** (~~120~~**90**) day window. The employee cannot change options once he or she has made a written choice.

6.1.4 If the employee fails to select an option, the employee will be deemed to have selected Option (a), twelve (12) month surplus priority period in which to secure a reasonable job offer, at the end of the ~~one hundred and twenty~~ **ninety** (~~120~~**90**) day window.

6.1.5 If a reasonable job offer which does not require relocation is made at any time during the ~~one hundred and twenty~~ **ninety** (~~120~~**90**) day opting period and prior to the written acceptance of the transition support measure (TSM) or education allowance option, the employee is ineligible for the TSM, the pay in lieu of unfulfilled surplus period or the education allowance.

6.1.6 A copy of any letter issued by the Employer under this part or notice of lay-off pursuant to the *Public Service Employment Act* shall be sent forthwith to the National President of the Alliance.

6.2 Voluntary departure programs

~~Departments and organizations shall establish voluntary departure programs for all workforce adjustments situations involving five or more affected employees working at the same group and level and in the same work unit. Such programs shall:~~

~~A. Be the subject of meaningful consultation through joint Union-management WFA committees;~~

~~B. Volunteer programs shall not be used to exceed reduction targets. Where reasonably possible, departments and organizations will identify the number of positions for reduction in advance of the voluntary programs commencing;~~

~~C. Take place after affected letters have been delivered to employees;~~

~~D. Take place before the department or organization engages in the SERLO process;~~

~~E. Provide for a minimum of 30 calendar days for employees to decide whether they wish to participate;~~

~~F. Allow employees to select options B, Ci or Cii;~~

~~G. Provide that when the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).~~

6.2.1 Organizations may establish a voluntary departure program where:

a. **Workforce reductions are required because of workforce adjustments situations involving less than five (5) affected employees working at the same group and level and in the same work unit; and**
b. **The deputy head cannot provide a guarantee of a reasonable job offer to the less than five (5) affected employees working at the same group and level in the same work unit.**

6.2.2 Organizations shall establish a voluntary departure program where:

a. **Workforce reductions are required because of workforce adjustments situations involving five or more affected employees working at the same group and level and in the same work unit; and**
b. **The deputy head cannot provide a guarantee of a reasonable job offer to all five or more affected employees working at the same group and level in the same work unit.**

6.2.3 If a voluntary departure program is established as per 6.2.1 or 6.2.2, such program shall:

a. **Be the subject of meaningful consultation through joint Union-Management WFA committees;**
b. **Not be used to exceed reduction targets. Where reasonably possible, organizations will identify the workforce reductions required, in advance of a voluntary departure program commencing;**
c. **Take place after affected letters have been delivered to employees;**
d. **Take place before the organization engages in the Selection of Employees for Retention and Lay-Off (SERLO) process;**
e. **Provide for a minimum of 30 calendar days for employees to decide whether they wish to participate;**
f. **Allow employees to select either option 6.4.1(b) or 6.4.1(c) (i);**
g. **Provide that when the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).**

6.3 Alternation

6.3.1 All departments or organizations must participate in the alternation process.

6.3.2 An alternation occurs when an opting employee who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration under the terms of Part VI of this appendix.

6.3.3

a. Only opting and surplus employees who are surplus as a result of having chosen Option ~~A~~**6.4.1(a)** may alternate into an indeterminate position that remains in the core public administration.

b. If an alternation is proposed for a surplus employee, as opposed to an opting employee, the Transition Support Measure that is available to the alternate under 6.4.1(b) or 6.4.1 (c)(i) shall be reduced by one week for each completed week between the beginning of the employee's surplus priority period and the date the alternation is proposed.

6.3.4 An indeterminate employee wishing to leave the core public administration may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation is likely to result in retention of the skills required to meet the ongoing needs of the position and the core public administration.

6.3.5 An alternation must permanently eliminate a function or a position.

6.3.6 The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

6.3.7 An alternation should normally occur between employees at the same group and level. When the two (2) positions are not in the same group and at the same level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher-paid position is no more than six-per-cent (6%) higher than the maximum rate of pay for the lower-paid position.

6.3.8 An alternation must occur on a given date, that is, the two (2) employees must directly exchange positions on the same day. There is no provision in alternation for a "domino" effect or for "future considerations."

For clarity, the alternation will not be denied solely as a result of untimely administrative processes.

6.4 Options

6.4.1 Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of options below:

a.

i. Twelve (12) month surplus priority period in which to secure a reasonable job offer. It is time-limited. Should a reasonable job offer not be made within a period of twelve (12) months, the employee will be laid-off in accordance with the *Public Service Employment Act*. Employees who choose or are deemed to have chosen this option are surplus employees.

ii. At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the ~~one hundred and twenty~~ **ninety** (~~120~~**90**) day opting period referred to in 6.1.2 which remains once the employee has selected in writing Option **6.4.1**(a).

iii. When a surplus employee who has chosen or is deemed to have chosen Option **6.4.1**(a) offers to resign before the end of the twelve (12) month surplus priority period, the deputy head may authorize a lump-sum payment equal to the surplus employee's regular pay for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump-sum payment for the pay in lieu cannot exceed the maximum of what he or she would have received had he or she chosen Option **6.4.1**(b), the transition support measure.

iv. Departments or organizations will make every reasonable effort to market a surplus employee within the employee's surplus period within his or her preferred area of mobility.

b. Transition support measure (TSM) is a 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. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2)-year period.

or

c. Education allowance is a transition support measure (see Option **6.4.1**(b) above) plus an amount of not more than seventeen thousand dollars ($17,000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing Option **6.4.1**(c) could either:

i. resign from the core public administration but be considered to be laid-off for severance pay purposes on the date of their departure;

or

ii. delay their departure date and go on leave without pay for a maximum period of two (2) years while attending the learning institution. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2)-year period. During this period, employees could continue to be public service benefit plan members and contribute both employer and employee shares to the benefits plans and the Public Service Superannuation Plan. At the end of the two (2)-year leave without pay period, unless the employee has found alternative employment in the core public administration, the employee will be laid-off in accordance with the *Public Service Employment Act*.

6.4.2 Management will establish the departure date of opting employees who choose Option **6.4.1**(b) or Option **6.4.1**(c) above.

6.4.3 The TSM, pay in lieu of unfulfilled surplus period, and the education allowance cannot be combined with any other payment under the workforce adjustment Appendix.

6.4.4 In cases of pay in lieu of unfulfilled surplus period, Option **6.4.1**(b) and Option **6.4.1**(c)(i), the employee relinquishes any priority rights for reappointment upon the Employer's acceptance of his or her resignation.

6.4.5 Employees choosing Option **6.4.1**(c)(ii) who have not provided their department or organization with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the core public administration and be considered to be laid-off for purposes of severance pay.

6.4.6 All opting employees will be entitled to up to one thousand dollars ($1,000) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

6.4.7 A~~n opting employee~~ **person** who has received a TSM, pay in lieu of unfulfilled surplus period, or an education allowance, and is reappointed to the public service shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of such reappointment or hiring to the end of the original period for which the TSM or education allowance was paid.

6.4.8 Notwithstanding 6.4.7, an opting employee who has received an education allowance will not be required to reimburse tuition expenses and costs of books and mandatory equipment for which he or she cannot get a refund.

6.4.9 The deputy head shall ensure that pay in lieu of unfulfilled surplus period is only authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.

6.4.10 If a surplus employee who has chosen or is deemed to have chosen Option **6.4.1**(a) refuses a reasonable job offer at any time during the twelve (12) month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.
6.4.11 Approval of pay in lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

7.1 Definitions

For the purposes of this part, an **alternative delivery initiative** (diversification des modes de prestation des services) is the transfer of any work, undertaking or business of the core public administration to any body or corporation that is a separate agency or that is outside the core public administration.

For the purposes of this part, a **reasonable job offer** (offre d'emploi raisonnable) is an offer of employment received from a new employer in the case of a Type 1 or Type 2 transitional employment arrangement, as determined in accordance with 7.2.2.

For the purposes of this part, a **termination of employment** (licenciement de l'employé-e) is the termination of employment referred to in paragraph 12(1)(f.1) of the *Financial Administration Act.*

RATIONALE

As discussed, the Union has made a comprehensive proposal on the WFA Appendix and has several issues with the Employer proposal.

The Employer proposal for new 1.1.9 gives discretion to deputy heads to rescind GRJO but provides no guidelines or criteria to ensure that this would be exercised fairly. Currently a GRJO is valid until a reasonable job offer is provided. The Employer proposal directly undermines the principle of a "guarantee" of a reasonable job offer. The guarantee would effectively only be for one year unless the deputy head decides to extend it. Under the Employer proposal, deputy heads would be given an inordinate amount of power which would undermine the whole notion of a GRJO under the WFA.

Under 6.1 the Employer propose to reduce the opting period from 120 days to 90 days. The opting has been 120 days since the WFAA was created in the 90s. The opting period

is the period in which employees must make crucial and difficult life decisions for themselves and their families, and they should have as much time as possible to make those decisions. If employees already know what they want and the decision that they need to make is self-evident the WFAA allows them the flexibility to make that decision as soon as they want once they are made opting. By reducing the opting period from 120 days to 90 day the Employer effectively reduces by 30 days the amount of time an employee will have to look for alternate employment in the public service if they choose to go that route. Furthermore, employees who are workforce adjusted would undergo a 30-day reduction in wage and pensionable time.

In 4.1.3, the Employer proposal would add new conditions on retraining that were not previously there. Those conditions would apply for employees who are appointed to a new position or deployed, and only at the same group or level or one level lower. It would not include affected employees and it would not include training for other vacancies or expected vacancies that do not meet the criteria. This new language would effectively exclude affected people who are never actually in surplus status but are thrust into reorganized workplaces because of other workforce adjustment situations. This scenario happens often and should be taken into consideration. It is unclear why the Employer would want to limit retraining for expected vacancies or other situations which would ease employees' transition in the case of a workforce adjustment. To our knowledge retraining has not been an issue in the past and there is no demonstrated need for this change.

The Employer makes other proposed amendments which would undermine salary protection in the WFA Appendix. The Employer proposes to replace the current language in 5.1.1 that says, "to a lower level position" by "one group and level lower". In 2015, the PSAC won a grievance on this exact issue that confirmed our interpretation that employees should be salary protected if, through the Employer's actions, they are placed in positions more than one level lower than they currently are (2015 PSLREB 10).

The Employer argued during negotiation that clause 1.1.16 was the reason for their proposed change. Clause 1.1.16 stipulates that **"***Appointment of surplus employees to*

alternative positions with or without retraining shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. Departments or organizations shall avoid appointment to a lower level except where all other avenues have been exhausted." The Union believes the Employer's reasoning is faulty. While the Employer has an incentive to reorganize workers in an approach that would minimize salary protection, the Union would suggest that if the Employer is unable to factor the potential costs of salary protection into their reorganization plans, the impacted workers should not have to bear the costs. The Employer shouldn't reorganize the workplace without attending to the obligations that it has to its employees. These changes would simply reinforce bad management practices.

Concerning the Employer proposal on the voluntary programs the Treasury Board rationale is that clause 6.2 should not be used to circumvent the GRJO process. However, as discussed in the section on the Union's proposals, PSAC won a grievance on this very issue in the Vegreville decision (2018 FPSLREB 74). This question is closely related to the language the Union has put forward in our WFA proposal to protect our members rights.

For those reasons, the Union respectfully requests that the Commission exclude the Employer's proposals for Appendix D in its recommendation.

APPENDIX F
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

PSAC PROPOSAL

Delete the current MOU and replace with:

All provisions of this agreement related to pay administration including salary rate changes, retroactive amounts payable and compensation increases (such as premiums, allowances, overtime rates, etc.) will be implemented on or before [insert date].

Employees in the bargaining unit for whom the collective agreement is not fully implemented on or before [insert date] will be entitled to a lump-sum payment of one-hundred-dollar ($100); these employees will be entitled to an additional one-hundred-dollar ($100) for every subsequent complete period of ninety (90) days their collective agreement is not fully implemented. These amounts will be included in their final retroactive payment.

RATIONALE

At the onset we must mention that the Union is not inclined to negotiate, within the Collective Agreement, minute details on how retroactivity shall be paid. The Employer has the basic responsibility to determine how to proceed with the calculation and administration of retroactive payments. Nevertheless, the Union has always been very clear with Treasury Board when it comes to the calculation and administration of retroactive payments. The PSAC is expecting the Employer to follow three clear principles:

1. The calculation must be accurate;
2. The process ought to be transparent and include a recourse mechanism for our members;
3. The payment shall be done in a timely manner.

Part II of the implementation language as proven problematic during the implementation of the previous collective agreement during the round before the last. The collective agreement currently stipulates a 180-day period to implement increases where there is

no need for manual intervention, and an extraordinary 560-day period for all cases requiring manual intervention. In contrast, the Public Service Labour Relations Act[73] provides for a 90-day window for a collective agreement to be implemented. In good faith, the Union agreed in the last round of bargaining to a longer implementation period because of the issues related to Phoenix but the PSAC is disappointed with the government's inability to meet reasonable implementation deadlines for its workers. However, according to figures shared by the employer implementation of the current collective agreement went relatively well (reference). So, in light of this information, it appears to us that such an extended timeframe is simply not needed.

Following the Employer's inability to meet implementation deadline in previous rounds, the PSAC asked the Board to order the Employer to pay damages to workers, and to take all necessary steps to immediately comply with the FPSLRA and implement the terms of the Collective Agreement. As a result of this action the current language provides for a one-time $500 amount in recognition of the extended implementation timeframe and 50$ for every additional 90 days period. We are proposing to keep such mechanism as there is a real hindrance caused to employees by the Employer's inability to implement the Collective Agreement within a reasonable amount of time.

As such we respectfully requests that the Union's proposal be included in the Commission's recommendation.

[73] Federal Public Sector Labour Relations Act: https://laws-lois.justice.gc.ca/eng/acts/p-33.3/

APPENDIX M
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO MENTAL HEALTH IN THE WORKPLACE

PSAC PROPOSAL

This memorandum of understanding is to recognize the ongoing joint commitment of the Treasury Board of Canada (the Employer) to address issues of mental health in the workplace in collaboration with the Public Service Alliance of Canada (the Alliance)

In 2015, the Employer and the Alliance entered into a memorandum of understanding with respect to mental health in the workplace as part of the collective agreement which established the Joint Task Force on Mental Health (the Joint Task Force).

The Employer, based on the work of the Joint Task Force and in collaboration with the Alliance, created the Centre of Expertise on Mental Health in 2017 focused on guiding and supporting federal organizations to successfully implement measures to improve mental health in the workplace by implementing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard). To this end, the Centre of Expertise on Mental Health was given and shall continue to have:

- central, regional and virtual presence;
- an evolving mandate based on the needs of stakeholders within the federal public service; and
- a dedicated and long-term funding from Treasury Board.

As the terms of the previous memorandum of understanding have been met, the parties agree to establish a renewed governance structure to support the Centre for Expertise on Mental Health that will include an Executive Board and an Advisory Board.

The Executive Board will consist of the Chief Human Resource Officer of Canada and the President of the Alliance. The Advisory Board will be comprised of an equal number of Union and Employer representatives. The Executive Board is responsible for determining the number and the identity of their respective Advisory Board representative.

The Executive Board shall approve the terms of reference of the Advisory Board. The Advisory Board's terms of reference may be amended from time to time by mutual consent of the Executive Board members.

- ~~This memorandum of understanding expires on June 20, 2021~~

RATIONALE

The issue of mental health in federal workplaces is not going away, and with the pandemic the situation appears to be worsening over time[74]. The issues related to mental health in the workplace require the joint participation of both the Employer and bargaining agents as well as long-term funding. The Union believes that excellent work was done collaboratively, and such work needs to continue and evolve through the operation of the Centre of Expertise. To continue this success, PSAC proposes to simply remove the expiry date from the MOU.

[74] Mental health and COVID-19 for public servants: Protect your mental health: https://www.canada.ca/en/government/publicservice/covid-19/protect-mental-health.html

APPENDIX N
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO CHILD CARE

PSAC PROPOSAL

Delete current language and replace with:

This Memorandum of Understanding is to give effect to the agreement reached between the Employer and Public Service Alliance of Canada regarding child care.

As a result of the work done by the Joint National Child Care Committee, the parties agree to establish an ongoing Child Care Joint Union-Management Committee. The Child Care Joint Union-Management Committee is established to continue the work of the Joint National Child Care Committee and will be given the carriage of all the past Committee's recommendations, in addition to other measures identified through further research and analysis and agreed to by the parties.

The Child Care Joint Union-Management Committee will:

- be co-governed by Union and Employer representatives;
- have a mandate that can evolve based on the needs of stakeholders within the federal public service;
- perform its work with an equity lens and an intersectional approach;
- have dedicated and long-term funding from the Treasury Board to finance their mandates.

The Child Care joint Union-Management Committee will be comprised of an equal number of Union and Employer representatives.

The ongoing responsibilities of the Child Care joint Union-Management Committee include but is not limited to:

- defining criteria for the establishment of workplace day care centres;
- identifying opportunities for establishing workplace child care centres (for example, pursuing community partnerships), including opportunities that will come with the expansion of licenced child care across the country;
- carrying out needs assessment to determine priority locations when a decision has been to establish a licenced workplace child care in a given region;
- promoting increased child care accessibility for employees working in a child care "desert" or working shift-hours and non-standard hours;
- coordinating with stakeholders whose policies and programs affect the child care agenda;

- conducting centralized research to understand the challenges and work-life needs of working parents who are employees of the public service;
- developing a communication strategy to inform employees, including managers, about licensed child care supports in the public service;

Workplace child care funding model

The Employer shall, through meaningful consultation with the Child Care Joint Union-Management Committee, develop a new workplace child care funding model that encourages the establishment of new licensed workplace child care centres and the ongoing support of existing licensed workplace centres in the public service. Consideration should be given to the possibility of creating a centrally funded program guided by rigorous criteria and needs assessment for the establishment and maintenance of licensed workplace child care centres.

Treasury Board Policy on Workplace Day Care Centres

The Employer shall, through meaningful consultation with the Child Care Joint Union-Management Committee, revise the Treasury Board Policy on Workplace Day Care Centres so that it can better encourage and support the establishment and ongoing operation of high-quality facilities with well remunerated employees. Child care centres in federal buildings under the policy should be affordable and licensed while maintaining the following elements:

- operated by not-for-profit organizations;
- adequately staffed to offer support and services in both official languages in regions designated bilingual for language-of-work purposes;
- accessible to parents and children with disabilities.

RATIONALE

In 1991, Treasury Board established a workplace day care policy that was intended to assist employees who are parents and need child care to pursue careers in the public service. While by the mid-1990s there were a dozen centres, no new day care facilitates have been established since 1998. In recent years, a number of the original day cares closed or nearly closed because their subsidies were dependent on a “lead” sponsoring department rather than Treasury Board. The growing needs of our members far exceed the current capacity of high-quality day cares located in federal buildings and workplaces.

Two rounds ago, PSAC obtained a commitment from the Employer to establish a Joint Committee to better address the childcare needs of PSAC members. The work of the Joint Committee began in September 2017 and the committee received information from childcare experts on the state of child care in Canada and on the application of the Treasury Board policy on workplace day care. The joint committee also reviewed collective agreements and policies that could provide employees with young children with assistance in managing work-family balance. A final report with a set of recommendations was signed by both parties on January 22nd, 2019 (Exhibit A11). The core elements of this proposal are essentially a cut-and-paste of these recommendations by the Joint Committee.

The PSAC simply wants to ensure that the excellent work of the Joint National Child Care Committee is not set aside. Our proposal would establish a new Child Care Joint Union-Management Committee to continue the work of the Joint National Child Care Committee. The new committee would be given the carriage of the previous committee's recommendations of advocating for a stronger workplace daycare policy that will better support our members with young children and address the unique challenges faced by employees who work non-standard hours and/or shift work.

The Joint Committee recommendations are a clear demonstration that there is a common understanding between both parties about the challenges the Federal Government is facing when it comes to childcare. Having something tangible in the agreement is essential in our view because provisions in the agreement are enforceable and can be shielded from changes in government and/or mandates. If both parties are committed to having a truly joint process than we would suggest that there is no better way than making that commitment as part of the collective bargaining process.

NEW APPENDIX
BILINGUALISM ALLOWANCE AND LANGUAGE TRAINING

PSAC PROPOSAL

DEFINITIONS

Acting assignment (Affectation intérimaire) - means a compensation mechanism for employees temporarily performing higher level duties. It occurs when an employee is required to substantially perform the duties of a higher position for at least the qualifying period stipulated by the collective agreement, or applicable terms and conditions directives.

Bilingualism allowance (Prime au bilinguisme) - means a sum of money paid to eligible employees occupying bilingual positions.

Bilingual position (Poste bilingue) - means a position for which there is a clear requirement for the use of both official languages by the incumbent in the performance of the duties of the position.
The identification of a position as bilingual is done in accordance with Treasury Board criteria.

Linguistic profile (Profil linguistique) - means a coded summary which represents the second language proficiency required for a bilingual position in each official language. In each of three language skills (reading, writing and oral interaction), a level of proficiency is indicated.

Other assignment (Autre affectation) - means a situation where an employee is required to substantially perform temporarily the duties of a position of the same pay level.

Second Language Evaluation (SLE) (Évaluation de langue seconde (ELS)) - means an examination administered and scored by the Public Service Commission (or departments on its behalf), to establish a candidate's proficiency in his/her second language in a work-related context, in each of the three following skills: reading, writing and oral interaction. Note: In 1984, the SLE replaced the Language Knowledge Examination (LKE). Results on the LKE (or the Special Evaluation) which are still valid are recognized for the purpose of this article.

Special assignment (Affectation spéciale) - means an assignment usually longer than one year (such as CAP or long-term detachments), for which there is usually a specific agreement between management and the employee stipulating that, at the end of the assignment(s) the employee will not return to perform his/her former duties.

Written notice (Avis écrit) - means a written notice sent by a manager to an employee informing him/her of a test failure or of the re-identification or raised profile of his/her position.

1.1 Eligibility

1.1.1 An employee is eligible for the bilingualism allowance from the date on which the Deputy Head certifies that the following conditions are being met:

(a) the employee occupies a position which has been identified bilingual; and
(b) the employee has Second Language Evaluation (SLE) results confirming that he/she meets the language requirements of his/her position (or in the case of professional requirements - code "P", the employee meets that code at the time of staffing of the position).

1.1.2 The bilingualism allowance shall not be payable to the following:

(a) employees ordinarily working one-third or less of the normal working hours for the same group and category;
(b) persons employed on a temporary basis for three months or less; and
(c) persons under professional or personal service contracts.

1.2 Failures – Responsibilities

1.2.1 If the results of an SLE show that an employee does not meet the linguistic requirements of his/her position, the department will provide written notice that he/she will cease to receive the allowance two months after the date of written notice. The written notice shall be given within 10 working days from the date of the decision. Negative test results create responsibilities on the part of managers and employees.

Departments

1.2.2 As a first step, it is incumbent on departments or agencies to review the linguistic identification of the position in terms of the real requirements of the position, and the bilingual capacity of the work unit.

1.2.3 Departments and agencies will re-identify the position as unilingual if the requirements can be effectively absorbed by the work unit.

1.2.4 If the position must remain bilingual, it is incumbent upon the department or agency to provide the bilingual services by other means.

Employees

1.2.5 The employee who did not succeed in establishing that he/she still meets the language requirements of his/her position may remain in his/her position.

1.2.6 The employee may seek a review of SLE testing results in accordance with the Public Service Commission administrative recourse mechanisms.

1.2.7 The employee whose position remains bilingual may become re-eligible for the allowance and may have recourse to language training at public expense according to the terms set out in section 1.10 of the directive.

1.3 Other allowance situations

1.3.1 If the language profile of a bilingual position is raised:

(a) payment of the allowance continues if the employee meets the higher linguistic profile;
(b) if the employee does not meet the new linguistic profile of the position, payment of the allowance ceases two months after the written notice;
(c) language training would be available in accordance with the directive in force.

1.3.2 An employee must be notified within ten (10) working days of a management decision:
- to raise the proficiency profile of a bilingual position occupied by the employee, where the incumbent is in receipt of the allowance; or - to re-identify a position from bilingual to unilingual where the incumbent is in receipt of the allowance.

1.3.3 When a bilingual position is re-identified as unilingual, payment of the allowance ceases two months after the employee is notified, or two months after the position is re-identified, whichever comes later.

1.4 Assignments

1.4.1 An employee who receives the allowance and who is temporarily assigned to another bilingual position shall continue to receive the allowance, regardless of the linguistic profile of the new position (or functions). However, the allowance ceases in the case of acting assignments in the executive group (EX) of the management category with the exception of EX equivalents.

1.4.2 An employee who receives the allowance and who is temporarily assigned to a unilingual position shall continue to receive the allowance only if the basic monthly salary of the new position is less than, or equal to, the basic monthly salary of the regular position plus the allowance.

1.4.3 Employees on special assignment will receive the allowance if they meet the language requirements of the bilingual position (or functions) to which they are assigned.

1.4.4 Employees on Interchange Canada Program assignments to organizations outside the federal Public Service will continue to receive the bilingualism allowance if they have been in receipt of the bilingualism allowance immediately prior to beginning the assignment, and if a senior official of the host organization specifies in writing that the assignees are required to use both official languages on an on-going basis during the assignments.

1.4.5 An employee receiving the allowance who is required to perform temporarily most of the duties of a position that has the same pay level continues to receive the allowance, regardless of the linguistic identification and profile of the position.

1.5 Leave

1.5.1 An employee is entitled to the allowance applicable to his/her substantive position when on paid leave but not when he/she is on educational or sabbatical leave.

1.6 Term employees

1.6.1 An individual appointed to a bilingual position for a specified term exceeding three months, shall receive the bilingualism allowance from the date of appointment.

1.6.2 An individual appointed to a bilingual position for a term of three months or less is not entitled to the allowance.

1.6.3 An individual appointed to a bilingual position for a term of three months or less who remains in a bilingual position beyond the three-month period, shall receive the allowance for the period in excess of three months.

1.6.4 An employee who receives the allowance and who is appointed, without a break in service, to another bilingual term position continues to receive the allowance regardless of the duration of the term position.

1.7 ST differential

1.7.1 The Treasury Board directive relative to the payment of the seven per cent differential to the Secretariat, Stenographic and Typing Group was rescinded October 15, 1977, and the seven per cent differential was frozen on that date. As long as they occupy the same bilingual positions in the ST group and meet the eligibility criteria described in section 1.1, members of that group who received the seven per cent differential before October 15, 1977, continue to be entitled to it or to the allowance ~~bonus~~, whichever is greater.

1.8 Payment

1.8.1 The bilingualism allowance consists of an annual payment of $1500, calculated on a monthly basis and paid on the same basis as regular pay.

1.8.2 An eligible employee shall be entitled to receive the bilingualism allowance ~~bonus~~ for the full month for any month in which the employee receives a minimum of ten (10) days' pay in a position(s) to which the bilingualism allowance applies.

1.8.3 Part-time employees who work more than one-third of the normal period are paid the allowance on a pro rata basis to be calculated in reference to the normal hours these employees are expected to work.

1.9 Pay considerations

1.9.1 The bilingualism allowance is considered part of an employee's salary only in respect of the following:

(a) Public Service Superannuation Act
(b) Public Service Disability Insurance Plan
(c) Canada Pension Plan
(d) Quebec Pension Plan
(e) ~~Un~~Employment Insurance
(f) Government Employees' Compensation Act
(g) Flying Accidents Compensation Regulations
(h) Supplementary Retirement Benefit Act
(i) Supplementary Death Benefit
(j) Long-Term Disability Insurance
(k) Public Service Management Insurance Plan
(l) Quebec Health Insurance Plan
(m) Federal and Provincial Income Taxes.
(n) Québec Parental Insurance Plan

1.9.2 The bilingualism allowance is not considered part of an employee's salary nor is it used to compute an employee's salary entitlements for the following:

(a) Transfer
(b) Promotion
(c) Overtime Calculation
(d) Severance Pay
(e) Pay in Lieu of Unfulfilled Surplus Period
(f) Demotion
(g) Payment of unused vacation leave on layoff, resignation or retirement.

1.10 Reinstatement of the allowance

1.10.1 An employee who has ceased to receive the bilingualism allowance whose position remains bilingual could become eligible again. Upon request from the employee, language training as described in 1.11.2 will be approved by the employer in order to support the employee's commitment and efforts.

1.10.2 Rotational foreign service officers and other employees, while on posting abroad are excluded from those measures of reinstatement.

1.11 Reinstatement procedures

1.11.1 It is incumbent on the employee to determine the most appropriate way to regain their knowledge of the second language.

1.11.2 Access to language training during working hours will be authorized up to a maximum of 200 hours for an employee already trained at government expense for a similar level. These hours of language training will not be calculated against the maximum number of hours allotted during an employee's career. However, this special measure can only apply once during the career of an employee for the same linguistic profile.

1.11.3 Initiatives will have to be taken by the employee who remains in the same position to use his/her knowledge of the second language in the workplace, and the employee will not be allowed to take the SLE again for the purpose of receiving the allowance ~~bonus~~ before one year following the date of the unsuccessful test.

1.11.4 In cases where an employee takes an SLE for a purpose other than the allowance language requirements of his/her substantive position, the allowance will be reinstated effective from the date of test confirmation.

1.12 Language training

1.12.1 In addition to reinstatement procedures language training will be considered for:

i. employees appointed to an indeterminate or determinate position who do not meet the language requirements of their positions on appointment;
ii. incumbents of unilingual positions that have been reidentified bilingual;
iii. incumbents of bilingual positions for which the language profile has been raised;
iv. employees identified as needing to develop or improve a second language for succession planning purposes;
v. employees with aspirations to develop or improve a second language.

1.12.2 An employee eligible under clause 1.12.1 may request language training. A request for language training will be considered on a case-by-case basis and a decision shall be provided in writing within one (1) month of the request. In any case when reviewing a request under 1.12.1 the employer shall take into consideration diversity and staffing opportunities for equity-seeking groups. Approval shall not be unreasonably denied.

1.12.3 In the case of an employee with aspirations to develop or improve a second language the employee must attest to a capacity to attain the level of proficiency required.

1.13 Training duration and scheduling

1.13.1 Language training is to take place during normal hours of work. As such the Employer is expected to take appropriate measures to facilitate employee access to such training.

1.13.2 The number of hours of language training that shall be authorized for a candidate to reach a specific language proficiency level shall be determined according to the employer language training policy in effect at the time the collective agreement is signed.

1.13.3 The employee may request an extension if it has been demonstrated near the end of the training period that such an extension would enable the employee to successfully reach the target proficiency level.

1.13.4 Notwithstanding clause 1.13.1 language training in support of 1.12.1(v) can be taken fully or partially outside of normal hours of work if agreed to by the employee.

RATIONALE

The Union is looking to introduce the language found in the National Joint Council Bilingual Bonus Directive in the collective agreement. At the same time the Union seeks a very reasonable increase to the bilingual bonuses in order to make the amount relevant again and keep up with the cost of living. In addition, the Union proposes that a new section around opportunities for language training in the public service be included with this Article.

The bilingualism bonus, introduced in 1977, partially to reward skills and efforts of employees in bilingual positions. The bonus is a taxable, fixed amount of $800, paid annually and governed by a National Joint Council Directive. As such it is an integral part of the federal public service collective agreements. However, this directive has not been reviewed since 1993.

The annual fixed amount of $800 was established in 1977 and has never been increased. If this initial amount had been indexed to inflation the bilingual bonus would now be worth

a little over $3000[75]. The result is that the bonus doesn't holds the same influence in terms of rewarding employees for communicating in both languages to meet the requirements of their position.

In 2017, the National Joint Council Official Languages (OL) Committee was directed to conduct an analysis and provide a report with respect to key questions concerning language training, access to training and language testing. It was requested that recommendations in the report should identify gaps that exist and practices that should continue and be promoted. The OL Committee's report titled the *State of Bilingualism in the Public Service* was developed in the spirit of collaboration between the employer and bargaining agents and published in 2018. In its report, the Committee suggested that the Bilingualism Bonus Directive requires modernization and review and should be included in the regular review cycle of NJC Directives. The OL Committee has been recommending that the Directive be reviewed to make it more relevant to today's workforce by adjusting the bilingualism bonus to today's cost of living (Exhibit A12).

Following discussions with their respective organizations, the OL Committee recommended that the Executive Committee begin the cyclical review process of the Bilingualism Bonus Directive in the 2020-2021 fiscal year. Unfortunately, the Executive Committee of the NJC did not follow through on this recommendation and here we are 30 years later still without a revised directive.

Under 1.12 and 1.13 the Union is seeking to introduce rights around language training in the collective agreement. In 2021, the Commissioner of Official Languages of Canada conducted an exploratory survey on the challenge of linguistic insecurity in the federal workplace. One of the key findings was that a large number of respondents, including

[75] Library of Parliament Research Publications, The Federal Public Service Bilingualism Bonus: https://lop.parl.ca/sites/PublicWebsite/default/en_CA/ResearchPublications/201729E

Anglophones and Francophones, wanted more opportunities to improve their language skills[76].

With the Government of Canada's decision to review and modernize the Official Languages Act and the OL reports cited above, the Union is of the opinion that it is an opportune time to introduce such language in the collective agreement.

[76] Linguistic (in)security at work – Exploratory survey on official languages among federal government employees in Canada: https://www.clo-ocol.gc.ca/en/publications/studies/2021/linguistic-insecurity

NEW APPENDIX
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO DIVERSITY AND INCLUSION IN THE WORKPLACE

PSAC PROPOSAL

This memorandum of understanding is to recognize the commitment of the Treasury Board of Canada (the Employer) to address issues of diversity and inclusion in the workplace in collaboration with the Public Service Alliance of Canada (the Alliance)

In September 2016, a Joint Union/Management Task Force on Diversity and Inclusion in the Public Service was created to examine how to strengthen diversity and inclusion in the government. More specifically, the Task Force has put forward recommendations and an action plan to support diversity and inclusion over the longer term.

The Employer, based on the work of the Joint Task Force, created the Centre of Expertise on Diversity and Inclusion focused on guiding and supporting federal organizations to successfully lead and develop solutions to improve diversity and inclusion in the workplace. To this end, the Centre of Expertise on Diversity and Inclusion shall have:

- an evolving mandate based on the needs of stakeholders within the federal public service; and
- ongoing dedicated human resources and long-term funding from Treasury Board.

The Executive Board of the Centre of Expertise on Diversity and Inclusion shall include the President of the Alliance or their designate. The Advisory Board will be comprised of an equal number of Union and Employer representatives. The Executive Board is responsible for determining the number and the identity of their respective Advisory Board representatives.

The Executive Board shall approve the terms of reference of the Advisory Board. The Advisory Board's terms of reference may be amended from time to time by mutual consent of the Executive Board members.

RATIONALE

Looking at the federal Public Service from an equity perspective lens is a path towards our goal to restore dignity, find healing, make sense of the experiences of those members, and reminds us of the progress being made and still needed to be made to not only understand the systems that uphold inequality, but also the necessity to work harder to fight it and to be able to create an equal future.

The Joint Union/Management Task Force on Diversity and Inclusion in the Public Service was created in September 2016 to bring together representatives from across the public service and the public sector bargaining agents to examine how to strengthen diversity and inclusion in the government. More specifically, the Task Force's mandate was to:

- define diversity and inclusion in the public service
- establish the case for diversity and inclusion
- recommend a framework and action plan

The Joint Union/Management Task Force on Diversity and Inclusion in the Public Service submitted its final report in December 2017[77]. The Task Force believed that the recommendations in its report would represent an important step in strengthening diversity and inclusion in the public service.

Among the key actions in the area of leadership and accountability the Task Force recommended that "*the Treasury Board of Canada Secretariat, through its Office of the Chief Human Resources Officer be given the necessary resources and strengthened mandate to house a joint union-management Centre of Expertise for Diversity and Inclusion to promote a more diverse and inclusive public service[78]"*

Furthermore recommendation 19 of the report called for the Office of the Chief Human Resources Officer to "*receive adequate financial and human resources to establish a*

[77] Building a Diverse and Inclusive Public Service: Final Report of the Joint Union/Management Task Force on Diversity and Inclusion: https://www.canada.ca/en/treasury-board-secretariat/corporate/reports/building-diverse-inclusive-public-service-final-report-joint-union-management-task-force-diversity-inclusion.html
[78] *Idem.*

viable, effective and collaborative Centre of Expertise on Diversity and Inclusion to support the federal public service with developing and implementing measures to improve diversity, inclusion and employment equity in the workplace"[79].

Finally, the report notably included that "*Coordinated efforts to address diversity and inclusion concerns would benefit from a formalized structure that is informed by approaches used to implement previous related initiatives, including the Centre of Expertise on Mental Health in the Workplace*"[80].

The issues related to diversity and inclusion in the workplace require the joint and equal participation of both the Employer and bargaining agents, and the example established by the committees that operated under the mandate of the Joint Task Force demonstrated a level of success that PSAC wishes to continue and take further through the operation of the Centre of Expertise. To continue this success, PSAC proposes a joint governance structure, and joint advisory committee nearly identical to the Centre of Expertise on Mental Health in the Workplace.

The Employment Equity Act (EEA) requires that employers consult and collaborate with bargaining agents during the employment equity process. Unfortunately, this is not always the case. This MOU would help strengthen that collaboration and ensure the Union a voice at the table as recommended by the Joint Task Force on Diversity and Inclusion in the Public Service. We respectfully request that the Public Interest Commission include this proposal in its recommendations.

[79] Building a Diverse and Inclusive Public Service: Final Report of the Joint Union/Management Task Force on Diversity and Inclusion: https://www.canada.ca/en/treasury-board-secretariat/corporate/reports/building-diverse-inclusive-public-service-final-report-joint-union-management-task-force-diversity-inclusion.html
[80] *Idem.*

PART 4

OTHER PA SPECIFIC DEMANDS

PSAC PROPOSAL

ARTICLE 28 - OVERTIME

The Union has modified its proposal on Overtime since the PIC filing.

28.05 Overtime compensation on a workday

Subject to paragraph 28.03(a):

An employee who is required to work overtime on his or her scheduled workday is entitled to compensation at time **and three quarters (1 ¾)** and one half (1 1/2) for the first seven decimal five (7.5) consecutive hours of overtime worked and at double (2) time for all overtime hours worked in excess of seven decimal five (7.5) consecutive hours of overtime in any contiguous period.

Additional provision (WP)

i) In the case of an emergency as determined by the Employer, when an employee classified as WP is required to work more than twenty-four (24) consecutive hours, the employee shall be compensated at the rate of double (2) time for all hours continuously worked in excess of twenty-four (24) hours.

Consequential amendments through the agreement must be made pursuant to this concept being agreed upon.

28.08 Compensation payment or leave with pay

a) Overtime shall be compensated with a payment, except that, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.
b) The Employer shall endeavor to pay overtime compensation by the sixth (6th) week after which the employee submits the request for payment.
c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
d) Compensatory leave earned in a fiscal year and outstanding on September 30 of the following fiscal year, shall be paid at the employee's rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on March 31 of the previous fiscal year.
e) At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.

Consequential amendments through the agreement must be made pursuant to this concept being agreed upon.

RATIONALE

28.**05** The Union's proposal for double time recognizes the large amounts of overtime worked due to low staffing levels. It recognizes that any overtime is a disruption of the work/life balance. Further, **time and three quarters (1 ¾)** simplifies and streamlines the input of overtime pay. Overtime has been regularly missing or miscalculated by the Phoenix pay system.

28.0**8** Understanding that sometimes overtime is necessary, the Union submits that the Employer should not hold the discretion over how an employee is compensated for their overtime work. The employee should be able to decide how they want to be compensated.

In light of the aforementioned facts, the Union respectfully requests that these proposals be included in the Commission's recommendations.

PSAC PROPOSAL

ARTICLE 30 - DESIGNATED PAID HOLIDAYS

The Alliance and Employer signed off on Article 30.02 in Mediation.

30.08

a. When an employee works on a holiday, he or she shall be paid time **and three quarters (1 ¾)** ~~and one half (1 1/2)~~ for all hours worked ~~up to seven decimal five (7.5) hours and double (2) time thereafter,~~ in addition to the pay that the employee would have been granted had he or she not worked on the holiday; or

b. upon request and with the approval of the Employer, the employee may be granted:

   a. a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday; and

   ~~b.~~ pay at one and **three quarters (1 ¾)** ~~one half (1 1/2)~~ times the straight-time rate of pay for all hours worked ~~up to seven decimal five (7.5) hours; and~~

   ~~c. pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of seven decimal five (7.5) hours.~~

c. Notwithstanding paragraphs (a) and (b), when an employee works on a holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with paragraph 28.06(b), he or she shall be paid, in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.

d. Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request:

   a. When, in a fiscal year, an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's request, such lieu days shall be carried over for one (1) year.

   b. In the absence of such request, unused lieu days shall be paid off at the employee's straight-time rate of pay in effect when the lieu day was earned.

RATIONALE

The Union proposes that all designated paid holidays be compensated at the rate of **time and three quarters (1 ¾)** in order to ensure consistency with the Union's proposal on overtime pay. Working on a designated paid holiday is a disruption of an employee's

work-life balance. Sunday, or an employee's second day of rest, is currently paid at double time; any additional holidays or days of rest worked are equally important to employees.

Currently, work on a statutory holiday is paid at 1.5 times an employee's base rate of pay up to 7.5 hours worked; and double time thereafter. The Union's proposal streamlines pay for work on a designated paid holiday to a single rate, consistent with the Employer's stated goal in this round of bargaining to simplify pay administration.

In light of the aforementioned facts, the Union respectfully requests that these proposals be included in the Commission's recommendations.

PSAC PROPOSAL

ARTICLE 35 - SICK LEAVE WITH PAY

35.YY When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for all costs associated with obtaining the certificate.

RATIONALE

35.YY The Union is proposing that a medical certificate provided by a legally qualified medical practitioner shall be considered as meeting the requirements of paragraph 39.02(a). Recognizing that health practitioners and professionals are regulated, legislated and defined differently in every province, any attempt to define "health practitioner" must not be structured in a way that puts undue hardship on workers. Not all workers have access to the same range of health practitioners, and not all situations require the same care, diagnosis or treatment. If a qualified medical practitioner provides a note that is appropriate and reasonable to the worker's situation the leave or accommodation should not be denied.

Treasury Board has agreed to language that would protect against Employer abuses in this regard. As part of the new Employee Wellness Support Program (EWSP) currently being negotiated, between a number of federal public sector unions (PIPSC, IBEW, ACFO, CAPE) and Treasury Board, both sides have agreed in principle on a common definition for a medical practitioner. This new definition reads as follows:

> *A physician, psychiatrist, dentist, or a nurse practitioner, in accordance with provincial or territorial laws and regulations, who is qualified to diagnose an illness or injury, and determine and/or provide medically necessary procedures or treatment to an employee for an illness or injury, and who is currently registered with a college or governing body to practice in their field.*

The language contained in Article 39 of the parties' current Collective Agreement provides the Employer with excessive and unnecessary flexibility. As a result of the language in

the current 39.02 (a), certain managers have taken the position that a medical certificate from a legally qualified medical practitioner is insufficient proof of employee illness, and that instead employees must visit an occupational health professional from Health Canada to get a second opinion.

Furthermore, the Union is proposing that employees shall be reimbursed for the cost of any medical certificate required by the Employer. When the Collective Agreement was first negotiated, employees were seldom if ever charged for doctors' notes verifying illness. Times have changed, however, and the cost of obtaining a medical report or certificate varies widely and can be significant. While doctors' notes can be important when there is a major medical condition requiring workplace accommodation, a significant number of notes are written to excuse absences for minor illnesses. This is widely acknowledged to be an employee management strategy, a way to reduce absenteeism by forcing the worker to "prove" his or her illness. However, those who cannot afford a medical note may then attempt to work while ill or unfit to work, risking their own and others' health and safety. This is a growing issue that needs to be addressed.

Similar language is contained in the three PSAC collective agreements with the House of Commons, stemming from a 2010 FPSLREB arbitral award (485-HC-45). Similar language was also awarded by the Board in interest arbitration for PSAC members at the Senate of Canada (FPSLREB 485-SC-51) and PSAC members at the Library of Canada in 2017 (Exhibit A13). Furthermore, after having presented its case to a PIC with CFIA in 2013, the PIC agreed with the Union that the employers should reimburse employees for any medical certificate required by the Employer with the following rationale:

> *Given that it is at the employer's discretion to request a medical certificate, the PIC recommends that the collective agreement be amended to provide for reimbursement for any medical certificate required by the employer to a maximum of $35*. (Exhibit A13)

Hence the Union is simply proposing that the standards that currently exist for other federal workers and that have been deemed reasonable by arbitrators be put in place for workers in the core public administration.

Thus, the Union respectfully requests that its proposals be included in the Board's award.

PSAC PROPOSAL

ARTICLE 44 - LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

44.02 The total leave with pay which may be granted under this article shall not exceed **forty-five (45)** ~~thirty-seven decimal five (37.5)~~ hours in a fiscal year.

44.03 Subject to clause 44.02, the Employer shall grant the employee leave with pay under the following circumstances:

a. to take a family member for ~~medical or dental~~ appointments **of a professional nature, including but not limited to medical, dental, legal and financial appointments or appointments with school authorities or adoption agencies** ~~or for appointments with school authorities or adoption agencies~~, if the supervisor was notified of the appointment as far in advance as possible;

b. to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;

c. to provide for the immediate and temporary care of a~~n elderly~~ member of the employee's family;

d. for needs directly related to the birth or the adoption of the employee's child;

e. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;

f. to provide for the employee's child in the case of ~~an unforeseeable~~ closure of the school or daycare facility**;**

g. fifteen (15) ~~seven decimal five (7.5)~~ hours out of the **forty-five (45)** ~~thirty-seven decimal five (37.5)~~ hours stipulated in clause 44.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment-related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible;

h. to visit a terminally ill family member.

44.04 Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 44.03(b) above, 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.

RATIONALE

44.02 The Union is seeking to increase the amount of family-related responsibility leave available to employees to **45** hours annually from 37.5 hours. The pressure on workers to care for family while juggling full-time jobs has increased in recent years and the current quantum is insufficient to meet the needs of employees.

Economic and societal trends that have emerged over the past few decades have led to workers in Canada having children later than previously. Indeed, according to many economists, as described in a study by Mills et al. 2015:

> *"A second set of arguments, primarily made by economists, links early child bearing to a high motherhood 'wage penalty' and demonstrates that postponement of motherhood results in substantial increases in earnings, particularly for higher educated women and those in professional occupations."* (Exhibit A14)

This, coupled with other factors such as an aging demographic, children staying in the household as dependents longer than previously, and families having fewer children to share in the care of elderly family members, has led to an increase in caregiver responsibilities, the outcome of which has been termed "the sandwich generation". Current societal trends do not suggest that this phenomenon is going to reverse.

In 2011-2013, Dr. Linda Duxbury of Carleton University's Sprott School of Business, and Dr. Christopher Higgins of the University of Western Ontario's Ivey School of Business conducted a study of more than 25,000 employed Canadians which focused on the work-life experiences of employed caregivers. (Exhibit A14)

Among their findings were:

- Of the 25,021 employees surveyed, 25 per cent to 35 per cent are balancing work, caregiving and/or childcare. Sixty percent of those in the caregiver sample are in the sandwich group.

- Forty percent of the 25,021 employees in the survey sample reported high levels of overload both at work and at home. Employees in the sandwich group reported the highest levels of overload. Employees in the caregiver sample stated that they cope with conflict between work and caregiving by bringing work home and giving up on sleep, personal time and social life — strategies that put them at higher risk of experiencing burnout and stress.

One of the recommendations of this major study is that employers provide more flexibility in work hours and leave.

A review in Statistics Canada's 2004 Labour and Income publication also recognized the presence of a sandwich generation in Canada and described its impact:

> *However, caregiving often leaves little time for social activities or holidays. More than a third found it necessary to curtail social activities, and a quarter had to change holiday plans. Often a call for help can come in the night and the caregiver must leave the house to provide assistance. Some 13 per cent experienced a change in sleep patterns, and the same percentage felt their health affected in some way. While 1 in 10 sandwiched workers lost income, 4 in 10 incurred extra expenses such as renting medical equipment or purchasing cell phones.* (Exhibit A14)

Bargaining demands from our membership consistently identify improvements to family-related responsibility leave provisions as a high priority. Given that the studies also demonstrate that employees are experiencing increased pressures due to caregiving responsibilities, we respectfully ask the Commission to recommend an increase in the amount of family-related leave available to our members.

Employees at the Canada Revenue Agency, also PSAC members, have access to 45 hours per year of paid family-relative responsibility leave. This is 7.5 hours (or 20

percent) more per year leave than are available to PSAC members in the core public administration.

The CRA bargaining unit was carved out of a core public service table, the PA group, in 1999. The SP classification at CRA came into effect in November 1, 2007 after a classification review was completed. The mandate for bargaining at the CRA is also set by Treasury Board.

The Union believes that there is no justification for Treasury Board to provide family-related responsibility leave provisions to employees in the core public administration that are inferior to those enjoyed by employees of the CRA. We respectfully request that the Commission recommend our proposal.

44.03 (c) Second, the Union is looking to allow employees to use this clause to provide the immediate and temporary care of any family member, not necessarily an elderly one. This may be in the case of a child **with a disability** or family member who requires extra care. The Union expects this to be used infrequently, but for those who must make such arrangements for a family member, this leave would be a substantial benefit.

44.03 (f) Third, the Union proposes to lift the work “unforeseen” from the provision which allows members to use this leave during the closure of a school or daycare. Whether this is due to a scheduled closure or not, parents, especially single parents are often scrambling to find child care when a daycare or school is closed. Labour disputes in these institutions are good examples of a closure which is not unforeseen, but where parents may not have options regarding where to send their children for the period of closure.

44.03 (g) Fourth, the Union proposes to lift the existing limitation on how much of this leave can be used for clause g), which is for appointments with a lawyer or a financial professional. When an employee is undergoing changes in their lives, be it buying a

house, or going through a marriage break-up, there may be serious situations that would require more time than 7.5 hours to meet such professionals.

44.03 (h) Finally, under this Article, the Union is seeking to include “to visit with a terminally ill family member” in the list of circumstances under which the Employer shall grant the employee leave with pay. Employees should not be denied the opportunity to spend final moments with a terminally ill family member. The article currently allows for family-related leave in circumstances involving care only. The Union is seeking explicit language that provides for visitation of a terminally ill relative so that this specific situation is not left open to differing interpretations of regarding the provision of care.

The Union therefore respectfully requests that the proposals be incorporated into the Commission’s recommendation.

PSAC PROPOSAL

ARTICLE 47 - BEREAVEMENT LEAVE WITH PAY

The Union has modified its proposal at 47.01 (b) since the PIC filing. This modification is indicated in Italics.

47.01 For the purpose of this article, "family" is defined per Article 2 and in addition:

a. sister-in-law, brother-in-law;

b. any relative for whom the employee has a duty of care, *including someone for whom the employee has been on compassionate care leave under 42.01*, irrespective of whether they reside with the employee;

c. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave with pay for a family member as defined in 47.01(a) only once during the employee's total period of employment in the public service.

47.02 When a member of the employee's family dies, an employee shall be entitled to bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

a. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.

b. When requested to be taken in two (2) periods,

i. the first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and

ii. the second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.

iii. The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel**,** for these two (2) periods.

47.03 An employee is entitled to one (1) day's bereavement leave with pay for a purpose related to the death of his or her **aunt, uncle, niece or nephew** ~~brother-in-law or sister-in-law~~ and grandparents of spouse.

RATIONALE

47.01 (a) The Union is proposing to extend the classes of family members for whom an employee would be able to seek one day of leave with pay to administer bereavement responsibilities.

The public service is gradually expanding, as it should, to be more fully representative of Canadian society. As we have submitted in previous proposals, many public sector workers belong to cultures that revere and respect extended family kinships. In certain cultures, including indigenous societies, aunts and uncles and nieces and nephews are traditionally considered to be immediate and important family members.

In every recent round of bargaining, the input the Union has received from bargaining unit employees places a high emphasis on definition of family, family-related responsibility leave, and bereavement leave. The death of an aunt or uncle, or is a time when an employee may be grieving, administering bereavement responsibilities, paying last respects, helping a mother or father cope with the death of their brother or sister, or supporting an employee's own brother and sister as they attempt to cope with the loss of their child. This is a time of enormous difficulty and intense emotions for employees. It not a time for which vacation leave was contemplated.

Finally, the Union previously had a proposal at 47.YY captures the intent of Bill C220 to update the Canada Labour Code which received royal ascent in September of 2021.

47.03 The Union submits that employees should not be required to use vacation leave to attend the funeral of an aunt, uncle and respectfully requests that the Commission include this proposal in its recommendations.

PSAC PROPOSAL

ARTICLE 59 - CALL CENTRE EMPLOYEES

59.01 Employees working in call centres shall be provided with a minimum of a forty (40) second cognitive microbreak between calls.

59.02~~1~~ Employees working in call centres shall be provided five (5) consecutive minutes not on a call for each hour not interrupted by a regular break or meal period.

59.03~~2~~

a. All call centre employees shall be provided the opportunity to participate in at least one (1) day of facilitated training on crisis intervention**.** In addition, new employees will also receive facilitated training on coping skills upon initial hire.
b. All call centre employees shall be provided the opportunity to participate in a minimum of two (2) days of training annually on matters related to working in a call centre, such as training to reinforce coping skills.

59.04~~3~~ Call monitoring is intended to improve performance by providing guidance and feedback to the employee and shall not be used for disciplinary purposes.

59.05~~4~~ Coaching and development feedback resulting from call monitoring shall be provided in a timely and meaningful fashion.

RATIONALE

The federal government employs approximately 7,000 employees in call centre operations in the core public administration across the country. Some of them specifically serve fellow public service employees; for example, the Public Service Pay Centre in Miramichi, NB, and the Public Service Pension Centre in Shediac, NB. The majority, however, serve the public, for example, at Service Canada operations that assist Canadians with accessing benefits such as the Canada Pension Plan, Old Age Security, and the Guaranteed Income Supplement, Employment Insurance, and, most recently, the CERB. A diverse array of other federal government departments also operate call centres, such as Veterans Affairs, Global Affairs, and the Department of Environment and Climate Change.

In the 2014 round of bargaining, PSAC and Treasury Board recognized in the Collective Agreement for the first time the unique work environment in the call centre world, and the unique challenges that face call centre employees, by negotiating language that applies specifically to workers in call centres.

Besides the existing language in Article 59, the parties had also negotiated a Memorandum of Understanding, found at Appendix E of the PA agreement, that called for a study of call centre work.

This study was undertaken by professors Richard Chaykowski and Robert Hickey of Queen's University and was completed in October 2018 (Exhibit A15). It found that stress and burnout have been a major theme in call centre research. The study also examined the impact of customer aggression and incivility; it found that these "psychosocial hazards" had a significant effect on the mental health and well-being of call centre employees; and also found that it had a significant impact on service quality and retention.

In order to summarize and share recommendations for implementation of the key findings from the Joint Study, in 2021 the parties produced a concise report titled Recommendations Supporting Call Centres for All Government of Canada (GoC) Departments and Separate Agencies (Exhibit A16). This report outlined seven (7) recommendations to departments and agencies jointly crafted by the employer and the union.

This round of bargaining, the Union has a key demand for the implementation of a minimum of a 40-second cognitive microbreak between calls, which directly relates to Recommendation 6 as outlined in the parties' joint recommendations:

> *<u>Recommendation 6</u>*
> *The Call Centre study states: "Performance is found to be positively related to employee relaxation, socialization, as well as -- "cognitive micro-breaks" – brief*

recovery periods from call answering activities. Additionally, relief time can support employees with improved stress management and reduced emotional labour.
The committee recommends that Departments and Separate Agencies explore opportunities to support respite time (e.g. time between calls) to ensure that Call Centre employees are not consistently answering calls without a cognitive micro-break.

59.01 Cognitive Microbreaks - Time off between calls

The Union is seeking a 40-second break between calls. Currently, the standard "break" between when a call centre employee hangs up a call and then takes a new call is 10 seconds – barely enough time to take a sip of water. The study found a positive correlation between micro-breaks and stress reduction and job performance, as well as mitigating strain and exhaustion. One of the recommendations of the joint-union management committee concerning call centres was the implementation of microbreaks. [81]

For all of these reasons, the Union respectfully requests that the Commission include the above call centre proposals in its recommendations.

[81] Report of the joint committee

PSAC PROPOSAL

NEW ARTICLE - PAROLE OFFICER CASELOAD

XX.01 The parties agree that the following provisions shall apply to employees in the WP classification working as Parole Officers with the Correctional Service of Canada:

Institutions

a. Parole Officers working as Intake Assessment Officers shall have a maximum caseload of eight (8) offenders at any given time. Such caseload shall be comprised entirely of offenders awaiting intake or post-assessment transfer. The Intake Assessment Officers shall have six (6) working days to finalize each individual file.

b. Parole Officers assigned to the Structured Intervention Units (SIU) shall have a maximum caseload of eight (8) offenders at any given time.

c. Parole Officers working with offenders in maximum security institutions shall have a maximum caseload of twenty- five (25) offenders at any given time.

d. Parole Officers working in medium security institutions shall have a maximum caseload of twenty-three (23) offenders at any given time.

e. Parole Offices working in minimum security institutions shall have a maximum caseload of twenty (20) offenders at any given time.

f. Parole Officers working in multi-level institutions shall normally be assigned to offender files at a single security level. Should a Parole Officer be assigned to offenders at multiple levels due to operational requirements. the caseload for the lowest security level shall apply.

Community Correctional Centres

a. Parole Officers working in Community Correctional Centres shall have a maximum caseload of eight (8) offenders at any given time.

Community Parole Offices

a. Parole Officers working in Community Parole Offices shall have their caseloads adjusted monthly in accordance with the assessed needs of offenders, so that a Parole Officer has a maximum of thirty (30) Frequency of Contacts (FOC) with offenders per month.

XX.02 Parole Officers shall not be required to write more than two (2) Community Assessment Reports per month.

XX.03 Should a Parole Officer be assigned to a caseload above the maximum thresholds outlined above, the Parole Officer shall be paid a per diem of $75 per day for each additional file, except in cases where the Parole Officer is covering absences due to annual leave or training.

XX.04 Whenever the caseload or contact ratios above are exceeded, the Employer shall approve the Parole Officer's requests for overtime in order to meet their statutory and FOC obligations.

RATIONALE

In the last round of bargaining, the Union Advocated for this issue under the proposed article WP Specific Working Conditions - Workload for Parole Officers and Correctional Service of Canada, and the need for language respecting this issue has only become more dire in recent years. Parole officers and their supervisors have been struggling with excessive workload issues for more than two decades, with matters getting worse under successive administrations and due to the added strain of a global pandemic to the point where these employees fear a mounting crisis in Canada's correctional system.

In a 2002 report commissioned by CSC entitled "The Work of the Parole Officer within the Correctional Service of Canada: A Review of Case Management." the author, Ed Wozniak cites the issue of excessive workload numerous times. Among the observations in the report, Wozniak notes that among other factors, increased workloads:

> "have resulted in Institutional Parole Officers reporting that they are spending less and less time with the offender. The reduction in offender contact has severely limited the Parole Officer's ability to satisfy a significant number of CSC's Performance Standards, which call for regular and meaningful offender contact." (Exhibit A17)

A study commissioned by the Union of Safety and Justice Employees in 2019 observes that:

> "Under the former government, budgets cuts to Federal Corrections introduced in 2012 under the Deficit Reduction Action Plan (DRAP) led to significant reductions

in federal public safety resources. An increasingly complex offender population – due to substance abuse, gang violence, and mental health issues – has demanded greater responsibilities from Parole Officers and their supervisors without corresponding increases in staff and resources to manage them. New policy directions for penal reform by the Liberal government are long overdue, however, these have also had implications for a public safety workforce already at a tipping point." (Exhibit A18)

According to Canada's former Correctional Investigator Howard Sapers:

> "Cuts to Correctional Services under the federal government's Deficit Reduction Action Plan in the 2012 budget — a decrease of $300-million in funding for federal facilities in the last three years — have been borne by offenders at the expense of evidence-supported rehabilitation and reintegration programs." (Exhibit A19)

In May 2019, The Union of Safety and Justice Employees (USJE) conducted a survey with Parole Officer members to understand how a long-term trend in under-resourcing Canada's correctional system has impacted the ability of Parole Officers to ensure public safety. Some of result of the survey amongst 538 paroles include:

- More than 93 percent said their workload was too heavy, with only 5.6 percent saying it was just about right.
- 69 percent of Parole Officers surveyed say they are not able to adequately protect the public given their current workloads.
- 92 percent agree that an increase in the number of Parole Officers would improve their capacity to keep Canadians safe.
- Almost 85 percent agreed that a decrease in the number of offenders on Parole Officer caseloads would improve public safety in this country.
- Almost 70 percent of all respondents said when they take leave for a period of more than five days, CSC never arranges for caseloads to be covered.

In federal institutions, Parole Officers are assigned a caseload of offenders whose progress must be continually monitored. Caseload is determined by the security classification of the institution where the Parole Officer works.

- In a minimum-security institution, one Parole Officer for every 25 offenders
- In a medium-security institution, one Parole Officer for every 28 offenders
- In a maximum-security institution, one Parole Officer for every 30 offenders

Caseload ratios increased in 2014, two years after the Deficit Reduction Action Plan was implemented. Before that ratios were set at one Parole Officer for every 25 inmates, regardless of security level.

The 2002 Wozniak report made note of the lack of consideration for the complexity of cases in assigning caseloads:

> “the caseload formula in institutions is solely focused on the size of an individual's caseload and takes no account of the complexity of individual cases, frequency of contact etc. as is the case in determining community workloads”.

Indeed, the mental health of the offender should be a determining factor for caseload size. According to Parole Officers, cases in which offenders are suffering from mental health issues are far more complicated and time-consuming. The complexity of these cases also means that Parole Officers have less time to address other assigned cases. The current system takes no consideration of this.

XX.04 The need for monetary compensation addressed here is intended to compensate Parole Officers and their supervisors who are required to take on unmanageable caseloads, but the Union is of the view that it would act as a mechanism to ensure that the Employer has a disincentive to demand more work of existing staff and an incentive to hire the required additional staff.

Parole Officers and their supervisors at the Correctional Service of Canada are at a breaking point and despite decades of talks and studies about caseloads, as well as warnings to management that this excessive caseload is not only impacting the mental and physical health of staff but also presenting a growing risk for public safety; has been no concrete corrective action.

For all of these reasons, the Union respectfully requests that the Commission include the above proposals in its recommendations.

PSAC PROPOSAL

ARTICLE 64 - PART-TIME EMPLOYEES

64.08 Subject to paragraph 25.23(d), when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 30.02, the employee shall be paid at time and **three quarters (1 ¾)** ~~one half (1 1/2)~~ of the straight-time rate of pay for all hours worked ~~up to seven decimal five (7.5) hours and double (2) time thereafter~~.

RATIONALE

64.08 See Article 28 above.

PSAC PROPOSAL

APPENDIX B - MEMORANDUM OF AGREEMENT RESPECTING SESSIONAL LEAVE FOR CERTAIN EMPLOYEES OF THE TRANSLATION BUREAU

RENEW

RATIONALE

The employer seeks to remove this appendix from the Agreement. The current appendix provides a different framework for overtime compensation in that employees do not earn overtime while Parliament is sitting, but instead gets an increased leave allotment. This compensates them for the higher workload during the period that Parliament is sitting. This Appendix has been in the Agreement for decades. The Employer has provided the Union with no data on leave usage, no rationale for why it is fair to remove this appendix. The employees enjoy this arrangement and there is no demonstrated need to remove this appendix.

PSAC PROPOSAL

APPENDIX G - MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO OCCUPATIONAL GROUP STRUCTURE REVIEW AND CLASSIFICATION REFORM

RENEW

RATIONALE

The Employer wishes to delete this appendix. The Union feels the MOU it is essential to hold the employer accountable throughout the process of Occupational Group Structure and Classification Reform.

PSAC PROPOSAL

APPENDIX I - LETTER OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA

RENEW

RATIONALE

The Union wishes to RENEW this appendix and feels the employer has not provided sufficient evidence for its proposal to delete.

PSAC PROPOSAL

APPENDIX P - MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO INDIGENOUS LANGUAGES

RESERVE MAINTAINED, as it is not yet clear when the work of the Joint Committee on Indigenous Languages will be completed.

This memorandum of understanding is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the use of Indigenous languages in the workplace.

Given that:

a) the Government of Canada has passed an *Indigenous Languages Act* (Bill C-91) and has recognized the importance of preserving and promoting the use of Indigenous languages; and

b) The public service in certain areas of the country provides services to Canadians in Indigenous languages

The parties agree to establish a joint committee, co-chaired by a representative from each party, to review the use of Indigenous languages in the public service, examine Indigenous language skills in the performance of employee duties and consider the advantages that Indigenous language speakers bring to the public service.

The joint committee will meet within 30 days of the ratification of the tentative agreement to commence its work and the parties shall report to their principals by June 20, 2021. This timeline may be extended on mutual agreement between the parties.

This memorandum of understanding expires on June 20, 2021.

RATIONALE

The work of this joint committee is ongoing. The Union is of the position that until such time as the report of the committee has been jointly signed off, the parties should not be entertaining the deletion of this appendix.

PSAC PROPOSAL

APPENDIX R - MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO A JOINT STUDY ON SUPPORT MECHANISMS FOR EMPLOYEES

RESERVE

RATIONALE

The work of this joint committee is ongoing. The Union is of the position that until such time as the report of the committee has been jointly signed off, the parties should not be entertaining the deletion of this appendix.

PSAC PROPOSAL

NEW - APPENDIX S - OCCUPATIONAL GROUP STRUCTURE REVIEW

Public Service Alliance of Canada in respect of employees in the Program Administration Bargaining unit.

The Employer is committed to complete and finalize the review and redesign of the Program Administration occupational group structure (OGS), including the development of job evaluation standards for the PA Occupational Group.

The parties agree that the job evaluation standards are to be consistent with the application of gender-neutral job evaluation principles and practices and will follow the requirements under the Canadian Human Rights Act, or subsequent pay equity legislation applicable to employees in the federal public service.

The Employer is committed to engaging in meaningful consultation with the Alliance. Meaningful consultation on Classification Reform will include consultation with the Alliance on the development of job evaluation standards which reflect and evaluate, in a gender-neutral manner, the work performed by employees in the PA Occupational Group.

The Employer agrees to pay to all employees in the bargaining unit, a pensionable lump sum payment of two hundred and fifty dollars ($250) per month for all months from October 1, 2022 onwards until the completion of the new job evaluation standards and the negotiation of new wage rates as set out below.

The Alliance agrees to meet with the Employer to negotiate the new pay rates and rules affecting the pay of employees on their movement to the new pay lines.

RATIONALE

Respected senior civil servant Stanley David Cameron and James Calbert Best, co-founder and first president of the Civil Service Association (one of the predecessor organizations to the Public Service Alliance of Canada) became lifelong friends after negotiating the job evaluation standards that first modernized the pay system in the federal public service in the mid-1960s.

Finally brought into effect in 1964 after long years of effort, which included battling senior politicians over the rug-ranking of their administrative assistants, the work of the Bureau

of Classification Revision was a hallmark of the careers of both men. Their names were long associated with classification reform despite the fact that each of them moved on to accomplished careers that included other significant achievements. Stan Cameron was a senior associate deputy minister when he retired at age 60 in 1979. Cal Best was Canada's first black assistant deputy minister and first black Canadian high commissioner. He retired in 1990 after serving his term as High Commissioner to Trinidad and Tobago.

Much has happened since the Bureau of Classification Revision transformed the classification system in the public service in 1964. Man landed on the moon. The Berlin Wall was demolished. The Cold War as we knew it was vanquished when the Soviet Union unraveled. Apartheid was defeated in South Africa.

Closer to home, as well as around the world, the advent of the computer revolutionized the workplace, changing forever the face and nature of work.

Yet for the major PSAC bargaining units in the federal public service, covering more than 100,000 employees, the classification standards established 55 years ago under the watchful eyes of Cameron and Best remain in place. Today, the classification standards, once so promising, have outlived their times and are hopelessly outdated. Today, few of these classification standards accurately reflect the nature of the changed work, which means that most public service workers are not paid in accordance with a proper, modern job evaluation system.

Moreover, some employees are even being paid according to classification standards to which work that does not even exist anymore is ascribed. For example, OE (Office and Equipment); DP (Data Processing), and ST (Secretarial, Stenographic and Typing).

Tentative steps toward classification reform

By 1989, government employers could no longer ignore the unfairness of a classification system so obviously outdated by the changes that had occurred during the previous 30

years. In 1990, a task force was formed to review classification and job evaluation in the public service. It suggested developing a single job evaluation plan that would reflect the requirements of the *Canadian Human Rights Act*.

There were varying degrees of success throughout the public service as a whole. A Universal Classification System was negotiated for some bargaining units at the House of Commons in the early years of this century, notably by the Communications, Energy and Paperworkers Union (now UNIFOR) for the broadcast employees and technicians at the House of Commons.

New job evaluation systems were sporadically negotiated between Treasury Board and some smaller bargaining groups of federal public service workers, for example, the AO group, who are federal pilots represented by the Air Lines Pilots Association.

Meanwhile, it took less than eight years for the Canada Revenue Agency to transform from being part of the core public administration into a separate employer and to conclude an entire new classification system, including negotiating pay bands and rules surrounding conversation.

The Agency was formed in 1999, and by 2007 it had created two new classification standards for all staff, following meaningful consultation with the bargaining agent. Further to that, additional memoranda were negotiated between the parties regarding the conversion exercise, including specific agreements on the right of employees to file grievances on job descriptions, pay, and classification.

A new classification standard and the conversion exercise around that standard was also achieved for employees of the Canada Border Services Agency, which was created on December 12, 2003 by an Order-in-Council amalgamating Canada Customs (from the former Canada Customs and Revenue Agency) with border and enforcement personnel from the Department of Citizenship and Immigration Canada and from the Canadian Food Inspection Agency. The negotiations on the new standard included all aspects of

classification reform, which was implemented soon after CBSA became part of the core public administration again, as the FB bargaining unit.

Classification reform at CRA, CBSA, other federal bargaining units in the core public administration, and at bargaining units in the Parliamentary precinct all demonstrated that with focused attention and interest in moving forward, classification reform can become a reality.

However, in May 2002, after 12 years of effort, the government abandoned the planned universal pay structure approach.

With some public service workers in some bargaining units being reclassified, while their comparators in other bargaining units have not been, frustrations have been growing among many PSAC members who feel that their work is not being appropriately valued and that they are not being appropriately compensated.

Finally, a breakthrough came in the 2007 round of bargaining, when the Collective Agreement for the PA bargaining unit was reached in January 2009. The agreement contained a Memorandum of Understanding that committed the Employer to meaningful consultation with PSAC on a review and redesign of the Occupational Group Structure, followed by meaningful consultation regarding classification reform. The MOU further committed to the Employer to begin the consultations with respect to the PA bargaining unit within six months of signing the agreement, with a timeline for the other PSAC bargaining units to follow, and anticipated that the initial review and redesign of the Occupational Group Structure would take two years.

The work was not completed for the PA group before the Collective Agreement expired. The MOU was renegotiated in the subsequent round of bargaining, this time committing the parties to meaningful consultation on the development of job evaluation standards. The MOU went on to say that “New job evaluation standards shall be completed no later than December 30, 2017, for TB Ministers’ consideration toward the objective of

negotiating new pay lines for these job evaluation standards in the subsequent collective agreement."

Although discussions were held between the parties, Treasury Board again failed to meet the deadline for the development of new job evaluation standards that it had agreed to in the second MOU. Negotiations with respect to new pay lines should have taken place during this round of bargaining but have not.

Treasury Board has subsequently announced that it has finally completed the job evaluation standards, However, it failed to negotiate or even propose new pay lines for this round of bargaining. Our members have waited long enough to be paid fairly, in accordance with an up-to-date and accurate gender-neutral evaluation of their work. As such, we are seeking damages of a pensionable lump sum of $250 per month for each member in the bargaining unit until such time that a new classification system is established and new pay lines are negotiated that accurately compensate employees for the important service they provide every day to the public.

There is precedent for the concept of damages. As part of the agreement on the first MOU on Occupational Structure and Classification Reform in the 2007 round of bargaining (which anticipated redesign of the Occupational Group Structure to be complete within two years), PSAC withdrew a pay equity complaint filed on behalf of the PA Group, and in return, the Employer paid a "fine" of $4,000 to each employee in the bargaining unit. Given the tortured history of this file and the fact that a precedent for damages has already been established, the Union is respectfully requesting that the Commission recommend its proposal.

Simply relying on the good will of the Employer to eventually do this work is insufficient. For all of these reasons, the Union respectfully requests that the Commission include the above call centre proposals in its recommendations.