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

Education and Library Science (EB)

Dan Butler
Chairperson

Bob Kingston
Representative of the interests of the Employees

Patti Bordeleau
Representative of the interests of the Employer

December 9-12, 2019

TABLE OF CONTENTS

PART 1
INTRODUCTION

COMPOSITION OF THE BARGAINING UNIT

The Education and Library Science bargaining unit is comprised of three categories of workers that totalled 971 employees as of March 31, 2018:

- Education (ED) 711
- Library Science (LS) 223
- Educational Support (EU) 37

The Education (ED) classification is primarily involved in the education and counselling of students in schools and youths and adults in out-of-school programs, conducting educational research and providing advice related to education (Exhibit 1). This group is broken down into several sub-groups including:

- Language Teaching (ED-LAT) – teaching or supervising the teaching of an official or a foreign language to members of the public service;
- Elementary and Secondary Teaching (ED-EST) – teaching and counselling of students in schools, or teaching and counselling of youths and adults, and includes supervision of that work; and
- Education Services (ED-EDS) – planning, development, direction or evaluation of education programs, the conduct of educational research and the provision of advice.

The Library Science (LS) classification comprises positions that are primarily involved in the application of a comprehensive knowledge of library and information science to the management and provision of library and related information services.

The Educational Support classification consists of positions that are involved in the instruction of people of different age groups in school or in out-of-school programs. They may help instruct students at a level below that of teachers (e.g. teacher's aides), assist in the instruction of a second language or help deliver physical education programs.

HISTORY OF NEGOTIATIONS

This round of collective bargaining commenced with a first meeting and an exchange of proposals on May 29, 2018. Since then, the parties have met on the following dates.

- May 29-30, 2018
- July 10-11-12, 2018
- October 16-17, 2018
- November 27-28-29, 2018
- February 12-13-14, 2019
- March 19-20-21, 2019
- April 30, May 1-2, 2019

Since the parties are engaged in bargaining for four separate tables for employees of the Federal Government, on issues that are common across all tables, the parties agreed to form a "Common Issues Table". At this table, the Union sent a committee consisting of two members of each of those four tables. Bargaining was held separately at the Common Issues Table on the following dates:

- June 20-21, 2018
- October 10-11, 2018
- December 4-5-6, 2018

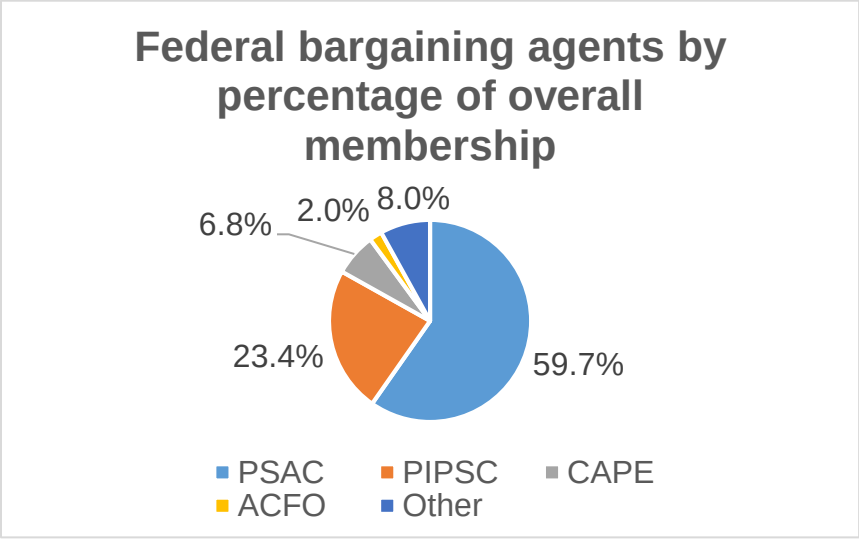
Looking at both tables combined, the parties have met for a total of 10 sessions consisting of 26 days. Despite this, the parties have reached agreement on very few issues. The Union would characterize almost all signed off language as housekeeping. All of the substantive issues remain outstanding. On May 1st, 2019, the Employer tabled a comprehensive offer to settle all outstanding collective bargaining issues (Exhibit 2). However, this offer did not address key member concerns and on May 7th, 2019, for the second time this round, the Public Service Alliance of Canada (PSAC) requested the establishment of a Public Interest Commission to assist the parties in reaching an agreement on all of the outstanding issues.

Federal public sector context

In early summer 2019, other bargaining agents in the federal public administration including the Professional Institute of the Public Service (PIPSC), the Association of Canadian Financial Officers (ACFO) and the Canadian Association of Professional Employees (CAPE) reached tentative agreements with the Treasury Board (Exhibit 3).

On September 1, 2019, the PA group resumed bargaining with Treasury Board with the expectation that the Employer would table a significantly improved offer. However, despite six continuous days of bargaining, the parties were not able to reach an agreement. One of the issues that proved to be contentious between the parties was the Employer's insistence that this bargaining unit replicate what other federal public administration bargaining agents have negotiated. PSAC represents the majority of members in the Federal Public Administration and is in no place to consent to a pattern that is imposed by smaller bargaining agents and is not acceptable to PSAC members. The next biggest bargaining agent in the sector has less than one-third of PSAC's membership. The tail doesn't wag the dog.

There are 15 bargaining agents in the federal public administration negotiating with the Treasury Board, PSAC is by far the largest, as illustrated in the chart below.



As expected, when looking at the size of the bargaining units, traditionally, PSAC has set the pattern with the Employer in bargaining.

The fact that other smaller bargaining agents have settled is even less evidence of a true replication argument when examining some of the details of their agreements. Two important factors in these agreements relate to the ongoing debacle that is the Phoenix pay system:

1) While not formally part of the deal, the Employer and bargaining agents have negotiated an agreement on payment of damages to employees due to Phoenix.
2) The implementation of the collective agreements has been substantially altered due to the ongoing problems with Phoenix, and the Employer's concern about its ability to implement any agreement

On both of these issues, the other bargaining agents have negotiated "me-too" clauses which would provide them with superior benefits if another bargaining agent negotiates such superior conditions (Exhibit 4). This is a full acknowledgement by both these other bargaining agents as well as the Employer that they do not expect PSAC to follow the pattern established by the smaller groups' agreements, and that there is a good likelihood that their settlements will be exceeded by PSAC.

As with any other set of negotiations, the large groups set the pattern. Consider, for example, a situation where PSAC represents Teaching Assistants at a university. Getting a settlement in this context will have little to no bearing on the larger campus bargaining units for faculty or for support staff. In the same vein, the groups that have settled with this Employer, under a situation of full and free collective bargaining, does not convince PSAC that the smaller groups' settlements ought to be imposed on its members.

Furthermore, the Union submits that the bargaining history between PSAC and Treasury Board should be considered. Indeed, several provisions negotiated by the PSAC bargaining units in previous rounds have differed considerably from what PISPC and

other unions have negotiated with the same employer. For example, during the last round of bargaining PIPSC and several other unions have agreed to create an Employee Wellness Support Program (EWSP) to replace their current regime of sick leave. On the contrary, one of PSAC's key objective in the previous round of bargaining was to protect members' sick leave benefits, and we were successful in doing so.

In interest arbitration, as with the PIC process, one of the prevailing principles is replication: that the neutral panel should attempt to replicate the likely results between the parties. The Union submits that strict adherence to any pattern between the Employer other bargaining agents would not represent replication. Most importantly, in any round of collective bargaining in recent history, the sequence has never been to impose settlements of small units on the large ones. Additionally, there have not been rigid patterns of collective bargaining in the federal public sector, and the Union respectfully submits that a recommendation that strictly follows the settlements of small bargaining agents would not represent replication.

In light of this fact, and given the fundamental of principles of replication, the Union submits that the settlements of other Unions, while providing a certain amount of information to the parties, should not be the ultimate determining factor in assessing what the outcome of collective bargaining would have been.

It should be noted that this brief will follow the same format as the negotiations above. The issues that were negotiated at the common issues table will be presented in their own section. These issues and their rationale are identical to that presented for the EB table.

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.

The PSAC EB Bargaining Team is:

Arliss Chute Ibsen
Michael Freeman
Francesco Lai
Marie-Hélène Leclerc
Danielle Moffet

Appearing for the PSAC are:

Mathieu Brûlé, Negotiator
Shawn Vincent, Research Officer

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

APPENDIX "A"

RATES OF PAY

PSAC PROPOSAL

Annual Economic Increase

Effective July 1, 2018: 3.75%

Effective July 1, 2019: 3.75%

Effective July 1, 2020: 3.75%

Wage Adjustments

1) ED-EST (10 month) INAC Wage Grid
   - All Ontario 10 month rates shall receive a market increase of 10%;
   - All Alberta 10 month rates shall receive a market increase of 20%.

2) ED-EST Vice-Principal and Principal Wage Grid
   - Deletion of Level 1 rates for both VP and Principals;
   - Deletion of pay note language around qualifications;
   - Level 2 wage grid will form new VP and Principal wage grid;
   - Ontario wage grid will receive market increase of 10%;
   - Alberta wage grid will receive market increase of 20%.

   ED-EST sub-group Pay Note no. 9

   Vice-principal and principal professional certification
   Employees appointed to school leadership positions must hold current teacher certification issued by the Ministry of Education, Department of Education or the College of Teachers of the province in which the school is located and ~~should~~ **must** have a provincial principal qualification in province, territory, or provincial school unit within the geographic area where such is a requirement for vice-principals and principals employed by public school boards in elementary and secondary schools.

3) EU Wage Grid
   - Same provincial market adjustment as 10 month teachers (if not in Ontario or Alberta, adjustment is 10%).

4) ED-LAT
   - Increase of 10% added to all rates in grid.

5) ED-EDS
   - Increase of 10% added to all rates in grid.

6) LS Wage Grid
   - The following adjustments made to wage grids:
     - LS-01 – drop bottom step, add 1 step to top (2.8% step);
     - LS-02 – drop bottom step, add 2 steps to top (3.2% step);
     - LS-03 – drop bottom step, add 2 steps to top (3.2% step);
     - LS-04 – drop bottom 2 steps, add 2 steps to top (3.4% step);
     - LS-05 – drop bottom steps, add 1 step to top (3.4% step);
   - Add market adjustment of 12% to all rates of pay.

7) ED-EST (12 month) Teachers
   - The parties in the sub-committee under Appendix N of the collective agreement agreed to propose a new, national rate of pay for 12 month teachers in collective bargaining this round.
   - Delete Appendix N pending agreement on this proposal

8) Pay Note Changes
   - Editorial changes related to creation of new, single wage grid for all 12 month teachers;
   - Teacher education for ED-EST sub-group in Québec.

9) Article 49 – Allowances

EMPLOYER PROPOSAL:

The Employer proposes the following annual economic increases:

- Effective July 1, 2018: 1.50%
- Effective July 1, 2019: 1.50%
- Effective July 1, 2020: 1.50%
- Effective July 1, 2021: 1.50%

RATIONALE

Public service compensation serves to attract, retain, motivate and renew the workforce required to deliver results to Canadians. In this section, the Union will demonstrate how its proposal on rates of pay is consistent with the factors to be taken into account by the Public Interest Commission (PIC) in rendering its recommendation. We will also demonstrate how the Employer proposal is woefully inadequate in light of the factors in Section 175. However, it is important to first address and unpack one of the foundational arguments upon which the Employer's pay proposal is based.

Employer 'Rationale': (In)ability to Pay

This section discusses the Employer's arguments pertaining to the ability to pay, for which the Union believes greater context and caution should be given. Arbitral jurisprudence speaks clearly and consistently to the need to look past the financial status of public sector employers when considering ability to pay. The precedence and rationale behind rejecting ability to pay arguments will be referred to and discussed throughout this sub-section.

The Employer's framing of the current economic climate, the state of Canadian economy and the fiscal situation of the Government of Canada conveniently attempts to imply the need for meagre economic increases due to ongoing circumstances for budgetary restraint. Arguments put forward by the Employer, whereby agreeing to the Union's proposed rates of pay requires to be funded within pre-established budgets set by the Government of Canada, or to follow wage trends established by other bargaining agents, should be rejected.

The Federal Government is the 'ultimate funder' of the Treasury Board Secretariat. The PSAC cannot take part in the funding and budgetary decisions within the Treasury Board Secretariat and rejects the argument that the Employer's financial mandate should be determined by the constraints imposed as a result of such decisions.

The issue of lack of ability to pay, as a result of pre-determined funding mechanisms, was addressed by Arbitrator Arthurs in his seminal case on the topic *Re Building Service Employees Local 204 and Welland County General Hospital* [1965] 16 L.A.C. 1 at 8, 1965 CLB 691 award:

> *If, on the other hand, the Commission refuses to assist the hospital in meeting the costs of an arbitral award, the process of arbitration becomes a sham. The level of wages would then be in fact determined by the Commission in approving the hospital's budget. Since the Union is not privy to budget discussions between the hospital and the Commission, it would then be in the unenviable position of being unable to make representations regarding wage levels to the very body whose decision is effective - the Commission.*[1]

Arbitrator Arthurs reasoned that an award solely reflecting an employer's financial mandate as determined by another level of governance would, in effect, result in the 'ultimate funder' determining the wage rates in collective bargaining. It would logically follow that if an arbitrator were to consider ability to pay in this circumstance, it would evaluate the Federal Government's ability to pay rather than the Treasury Board Secretariat's ability or willingness to pay.

In light of another decision, Arbitrator Swan outlines that arbitrators give virtually no weight to "ability to pay" arguments and clarifies that the use of comparators, rather than Public Sector financial data, is not rooted in a cavalier attitude towards Union wage demands. Swan states that the arbitrator's role is to evaluate whether wages are equitable rather than an evaluation of the political processes from which budgets are invariably developed:

> *"Public sector arbitrators have never paid much attention to arguments based upon "the ability to pay" of the public purse, not because they do not think that the public*

[1] H. W. Arthurs, Award Re Building Service Employees Local 204 and Welland County General Hospital, 16 L.A.C.-1, 1965.

purse needs to be protected from excessive wage demands, but because the other factors which fashion the outcome of an arbitration are so much more influential and so much more trustworthy than the national constraints of "ability to pay". The extraneous influences which may be applied to the resources available to the individual hospital bound by the present arbitration are such that, either by manipulation or by sheer happenstance, those forces could render meaningless the entire negotiation and basis for the outcome of collective bargaining. The decision as to whether a specific service should be offered in the public sector or not is an essentially political one, as is the provision of resources to pay for that service. Arbitrators have no part in that political process, but have a fundamentally different role to play, that of ensuring that the terms and conditions of employment in the public service are just and equitable.[2]

Furthermore, interest arbitrators have consistently recognized that to give effect to government fiscal policy would be equivalent to accepting an ability to pay argument and thus abdicating their independence: The parties know that ability to pay has been rejected by interest arbitrators for decades. Arbitrator Shime in *Re McMaster University:*

"...there is little economic rationale for using ability to pay as a criterion in arbitration. In that regard I need only briefly repeat what I have said in another context, that is, public sector employees should not be required to subsidize the community by accepting substandard wages and working conditions." [3]

By and large, the concept of 'ability to pay' has been rejected as an overriding criterion in public sector disputes by an overwhelming majority of arbitrators and has been summarized as follows:

[2]Kenneth P. Swan, Re: Kingston General Hospital and OPSEU, Unreported, June 12, 1979.

[3] O.B. Shime, Q.C., Re: *McMaster University and McMaster University Faculty.* Interest Arbitration, Ontario. July 4, 1990

1. "Ability to pay" is a factor entirely within the government's own control;
2. Government cannot escape its obligation to pay normative wage increases to public sector employees by limiting the funds made available to public institutions;
3. Entrenchment of "ability to pay" as a criterion deprives arbitrators of their independence, and in so doing discredits the arbitration process;
4. Public sector employees should not be required to subsidize public services through substandard wages;
5. Public sector employees should not be penalized because they have been deprived of the right to strike;
6. Government ought not to be allowed to escape its responsibility for making political decisions by hiding behind a purported inability to pay;
7. Arbitrators are not in a position to measure a public sector employer's "ability to pay".[4]

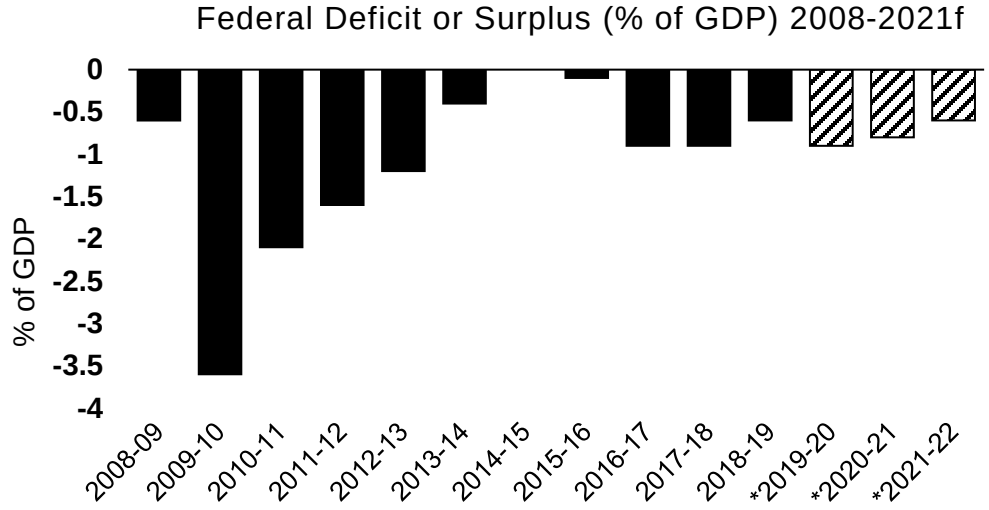
Therefore, the Union submits that Employer's inability to pay argument is moot, particularly when the Government has it within its power to determine its own ability to pay by setting its budget, and specifically when jurisprudence has consistently rejected such claims from the Employer.

[4] Jeffrey Sack, Q.C., "Ability to pay in the Public Sector: A Critical Appraisal", *Labour Arbitration Yearbook*, 1991, vol. 2, 277 to 279.

The Canadian Economy and the Government of Canada's fiscal circumstances

The Federal Government's fiscal position is historically healthy

Though much attention tends to be paid to the dollar amount associated with deficits, deficit size relative to GDP is much more representative of the Government's actual fiscal position. In the last 10 years, Canada has successfully mitigated economic challenges. Going forward, decreasing debt-to-GDP for years 2018 to 2022 are projected and form part of the Government's mandate, as set in Budget 2019 (see graph below).[5] [6] [7]



Source: Finance Canada, *Fiscal Reference Tables*, October 2018
* Projected in Budget 2019. *Maintaining Canada's Low-Debt Advantage*

The current deficit in relation to GDP is historically small and the current fiscal position of the Federal Government shows no obstruction to providing fair wages and economic increases to federal personnel. In addition, the present government has not identified fighting the deficit as a priority, but instead increased program spending.

[5] Budget 2019 https://www.budget.gc.ca/2019/docs/plan/overview-apercu-en.html

Le Budget de 2019 https://www.budget.gc.ca/2019/docs/plan/overview-apercu-fr.html

[6] Finance Canada, *Fiscal Reference Tables*, October 2018, https://www.fin.gc.ca/frt-trf/2018/frt-trf-18-eng.pdf

Finance Canada, Tableaux de référence financiers Octobre 2018 https://www.fin.gc.ca/frt-trf/2018/frt-trf-18-fra.pdf

[7] Annual Financial Report of the Government of Canada 2018-2019, https://www.fin.gc.ca/afr-rfa/2019/afr-rfa19-eng.pdf

Canada's strong fiscal position and positive economic outlook

Budget 2019's assurances to Canadians that "*Canada's economy remains sound*", that "*the Canadian economy is expected to strengthen over the second half of 2019*", and that Canada is "*to remain among the leaders for economic growth in the G7 in both 2019 and 2020*" are clear statements indicating the Government of Canada believes the Canadian economy is healthy.

There is further confirmation, in Budget 2019, that Canada has some of the strongest indicators of financial stability in the G7 economies and Canadians are reassured that *"In a challenging global economic environment, Canada's economy remains sound",* whereby "*At 3 per cent growth, Canada had the strongest economic growth of all G7 countries in 2017, and was second only to the U.S. in 2018.*"[8] These statements are in contrast to the Employer's traditional position that financial constraint is necessary.

In July 2019, Fitch Ratings Inc. affirmed Canada's stable economy by issuing Canada's *Long-Term Foreign Currency Issuer Default Rating* (IDR) its highest rating *AAA* with a *Stable Outlook.*

> *"The [AAA] rating draws support from its advanced, well-diversified and high-income economy. Canada's political stability, strong governance and institutional strengths also support the rating. Its overall policy framework remains strong and has delivered steady growth and low inflation."*

The *Bank of Canada* expects activity to pick up later in 2019 and that economic activity will spill over into 2020, supporting Canadian economic growth *of 2.1%.*[9]

[8] Budget 2019, Maintaining Canada's low-debt advantage

[9]Canada's State of Trade 2019 Report, Global Affairs Canada, Chapter 2.1 Canada 'Economic Performance, Looking Forward, August 2019, https://www.international.gc.ca/gac-amc/publications/economist-economiste/state_of_trade-commerce_international-2019.aspx?lang=eng#Section2.1

Canada is to remain a leader in economic growth

Growth in GDP during the second quarter of 2019 GDP accelerated to 3.7%, beyond economists' expectations, due to factors including the reversal of weather-related slowdowns and a surge in oil production[10]. The Bank of Canada and Fitch's Ratings[11] expect GDP to pick up by 1.7% to 2% by 2021, slightly above potential growth, driven by a stabilizing oil sector, rising non-oil investment, and household consumption buoyed by a tight labour market[12]. Canada's largest banks[13] agree that GDP will follow this growth trend and improve through 2020 (see table below for a summary of actual and projected GDP – Major Canadian Banks).

Actual and projected GDP – Major Canadian Banks

Canada – GDP	**2018**	**2019f**	**2020f**
	Annual Average Percentage Change (%)		
TD Economics	1.9	1.3	1.7
RBC	1.9	1.4	1.8
CIBC	1.9	1.4	1.4
BMO	1.9	1.4	1.7
Scotia Bank	1.9	1.4	2.0
National Bank of Canada	1.9	1.5	2.0
Desjardins	1.9	1.9	1.6
AVERAGE:	**1.9**	**1.5**	**1.7**

[10] Bank of Canada Monetary Policy Report July 2019
[11] Fitch Affirms Canada's Ratings at 'AAA'; Outlook Stable. Fitch's Ratings. July 17, 2019
[12] Bank of Canada Monetary Policy Report, July 2019
[13] All accessed August 9-12, 2019: TD Longterm Economic Forecast June 18, 2019 https://economics.td.com/domains/economics.td.com/documents/reports/qef/2019-jun/long_term_jun2019.pdf; CIBC Forecast Update July 8, 2019 https://economics.cibccm.com/economicsweb/cds?ID=7649&TYPE=EC_PDF; BMO Capital Markets Economic Outlook August 9, 2019 https://economics.bmo.com/media/filer_public/df/b8/dfb80b31-59a3-43b2-b280-eccdcacc0006/provincialoutlook.pdf; RBC Provincial Outlook June 2019 http://www.rbc.com/economics/economic-reports/pdf/provincial-forecasts/provtbl.pdf; Desjardins Economic & Financial Outlook June 2019 https://www.desjardins.com/ressources/pdf/peft1906-e.pdf?resVer=1561036871000; Scotiabank Global Economics July 12, 2019 https://www.scotiabank.com/content/dam/scotiabank/sub-brands/scotiabank-economics/english/documents/provincial-pulse/provincial_outlook_2019-07-15.pdf; Bank of Canada Monetary Policy Report July 2019

A decreasing debt-to GDP ratio

The federal debt-to-GDP ratio is one of the main measures of sustainability of federal finance, where

> *"A stable or declining federal debt-to-GDP ratio over time means that the federal debt is sustainable because GDP, the broadest measure of the tax base, grows at the same pace or more rapidly than the federal debt."*[14]

Federal tax revenues surpassed budget expectations, contributing to a surplus of 0.4% of GDP on a Government Finance Statistics (GFS) basis for 2018[15]. We can expect a further reduction of the debt-to-GDP ratio over the next years – as our tax base grows, the federal debt is shrinking more rapidly:[16]

> *"The federal debt-to-GDP ratio is also expected to decline every year over the forecast horizon, reaching 28.6 per cent by 2023–24. A declining federal debt-to-GDP ratio will help to further reduce Canada's net debt-to-GDP ratio, which is already the lowest among G7 countries."*

The Federal Government is in a strong fiscal position, where Program Expenses and the overall debt, as a percentage of GDP, are forecast to decrease through 2022. Budgetary balance (as percentage of GDP) is forecast to remain steady throughout 2019-2021 and decrease through 2022. With Program Expenses trending down and budgetary revenues

[14] What Does Budget 2019 Tell Us about Projected Federal Revenues, Expenditures, Budgetary Balance and Debt? https://hillnotes.ca/2019/04/03/what-does-budget-2019-tell-us-about-projected-federal-revenues-expenditures-budgetary-balance-and-debt/

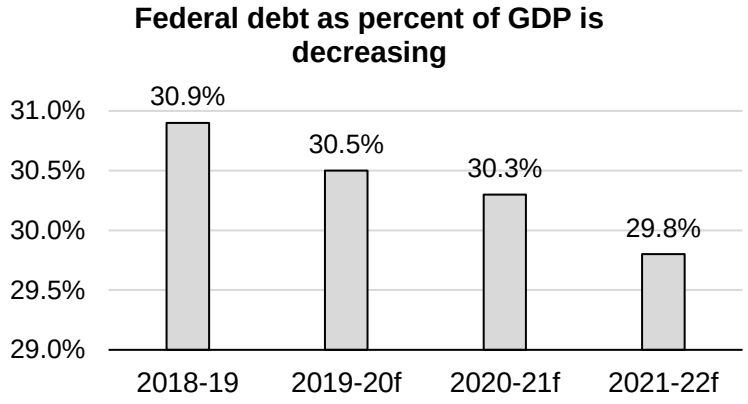
Que nous apprend le budget fédéral de 2019 sur les projections relatives aux recettes, aux dépenses, au solde budgétaire et à l'endettement? https://notesdelacolline.ca/2019/04/03/que-nous-apprend-le-budget-federal-de-2019-sur-les-projections-relatives-aux-recettes-aux-depenses-au-solde-budgetaire-et-a-lendettement/

(accessed September 17, 2019)

[15] Fitch Affirms Canada's Ratings at 'AAA'; Outlook Stable. Fitch's Ratings. July 17, 2019 (as above)

[16] Federal Budget 2019, Maintaining Canada's Low Debt Advantage, https://www.budget.gc.ca/2019/docs/plan/overview-apercu-en.html

remaining constant, the fiscal position of the Federal Government is “in the green” and deficits are expected to stay within risk adjustments[17] [18].



Canada has better fiscal sustainability than the other G7 countries[19]

Canada’s general gross debt is forecast to decline consistently through 2022. This contrasts with other G7 countries which are expected to only see modest decreases. General expenditures as a percentage of GDP are forecast to remain steady, while remaining far below the G7 average, indicating that the economy is expected to remain sustainable without increasing direct economic stimulation from government (see below).

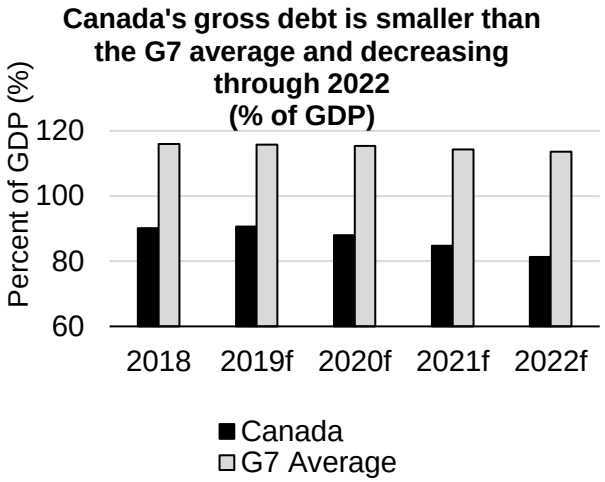
[17] Budget 2019: Highlights of Bill Morneau's fourth federal budget, CBC, March 19th, 2019, https://www.cbc.ca/news/politics/bill-morneau-budget-2019-highlights-1.5061661 (accessed September 16, 2019)

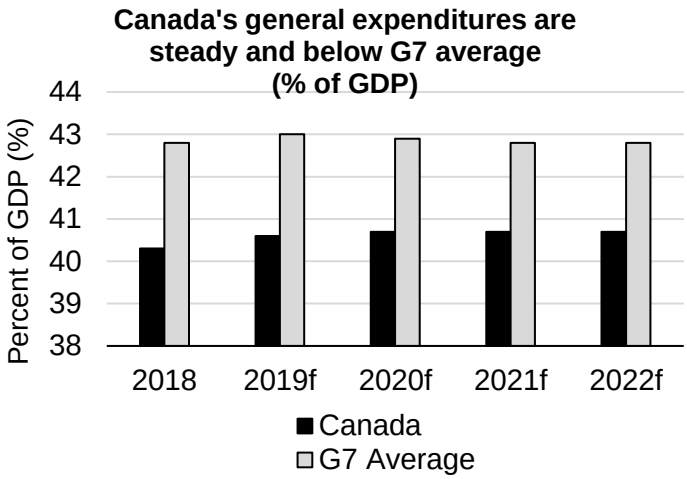
[18] Fall Economic Statement 2018 https://www.budget.gc.ca/fes-eea/2018/docs/statement-enonce/fes-eea-2018-eng.pdf

Énoncé économique de l'automne 2018, https://www.budget.gc.ca/fes-eea/2018/docs/statement-enonce/fes-eea-2018-fra.pdf (consulté 17 septembre, 2019)

[19] Data from: International Monetary Fund - Fiscal Monitor, April 2019 https://www.imf.org/external/datamapper/datasets/FM/1 (accessed September 16, 2019)

Note: IMF indicators include Federal and Provincial Governments.





Increasing export and trade

Canada's trade of goods and services expanded to *"a record high of $1.5 trillion, or 66% of GDP"* in 2018.[20] Growth in business investment and exports is expected to gain momentum through 2019, supported by new arrangements with many trading partners and tax incentives to encourage business investment.[21] The signing and anticipated ratification of the Canada, U.S., and Mexico, the USMCA trade agreement (successor to NAFTA) has alleviated some trade uncertainty.[22]

Trade expansion for the first two quarters of 2019 continues to increase, with notable growth in export by 4% in the second quarter in a quarter-on-quarter comparison.

[20] Canada's State of Trade 2019 Report, Global Affairs Canada, Chapter 2.2 Canada's Trade Performance, August 2019, https://www.international.gc.ca/gac-amc/publications/economist-economiste/state_of_trade-commerce_international-2019.aspx?lang=eng#Section2.1
[21] Budget 2019
[22] Fitch Affirms Canada's Ratings at 'AAA'; Outlook Stable. Fitch's Ratings. July 17, 2019

Source: Statistics Canada, Table 36-10-0104-01; retrieved on August 11, 2019

*2019 data represents Q1 and Q2 only.

Canada has defied global patterns by attracting foreign investment in 2018 amounting an increase by 60% year-over-year.[23] This trend continues with a jump in second quarter foreign investment to $21.7 billion, the highest in the five years.[24]

Canada has a strong labour market and low unemployment

According to Budget 2019, Canada's job creation is on track:[25]

> *"Since November 2015, targeted investments and strong economic fundamentals have contributed to creating over 900,000 new jobs, pushing the unemployment rate to its lowest levels in over 40 years. In 2018 alone, all employment gains were full-time jobs."*

[23] Why Canada saw a 60% increase in foreign direct investment last year. Globe and Mail. May 22, 2019

[24] Statistics Canada The Daily August 29, 2019. https://www150.statcan.gc.ca/n1/daily-quotidien/190829/dq190829b-eng.htm

Le Quotidien https://www150.statcan.gc.ca/n1/daily-quotidien/190829/dq190829b-fra.htm (accessed September 17, 2019)

[25] Federal Budget 2019

Canada added 224,000 net jobs in the first seven months of 2019 and another 81,000 positions in August, exceeding economists' expectations of 15,000. Compared with August 2018, employment increased by 471,000 with gains in both full-time (+360,000) and part-time (+165,000) work.[26] [27]

The Union respectfully submits that the state of the Canadian economy and the Government of Canada's fiscal circumstances are healthy, as indicated by Budget 2019 and comparable fiscal factors with G7 economies. Canada's trade is currently increasing, with imports and exports defying global patterns. The current federal deficit, when analyzed as a percentage of GDP, is historically low and does not hinder the Employer in providing decent wages and economic increases to members of this bargaining unit.

[26] Labour Force Survey, August 2019 https://www150.statcan.gc.ca/n1/daily-quotidien/190906/dq190906a-eng.htm

Enquête sur la population active, août 2019 https://www150.statcan.gc.ca/n1/fr/daily-quotidien/190906/dq190906a-fra.pdf

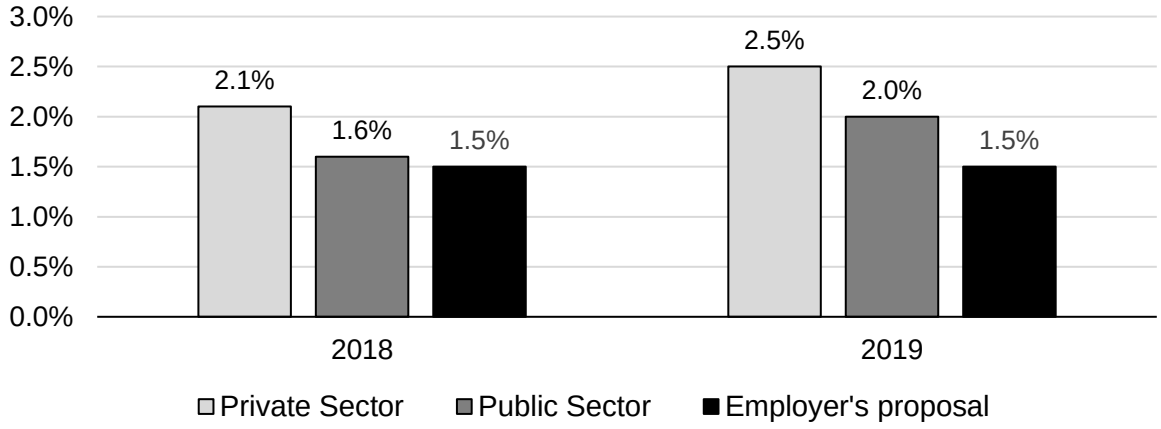
[27] Canada's economy blows past expectations with gain of 81,100. Financial Post. Kelsey Johnson. September 6, 2019. jobshttps://business.financialpost.com/news/economy/canada-gains-81100-jobs-in-august-as-national-election-looms

Rates of Pay - Trends and Circumstances

Broad settlement patterns

The Employer's proposed rates of pay are well below recent major settlements (500+ employee bargaining units) in both the Federal Public Administration and the private sector, according to data published by the Human Resources and Social Development Canada's *Labour Program* (Employment and Social Development Canada) (see graph below). [28]

The Employer's proposal is below the average annual percentage wage adjustments in the Federal Public Administration and private sector (major settlements of 500+ employees)



	2018		2019	
	Collective Agreements	Employees	Collective Agreements	Employees
Private Sector	64	118,380	42	65,255
Public Sector	117	456,955	60	234,010

[28] Major wage settlements by jurisdiction (aggregated) and sector; Publication date: September 3, 2019
https://www.canada.ca/en/employment-social-development/services/collective-bargaining-data/wages/wages-sector-jurisdiction.html
Règlements salariaux selon la sphère de compétence (agrégée) et le secteur; Date de publication : le 3 septembre 2019
https://www.canada.ca/fr/emploi-developpement-social/services/donnees-conventions-collectives/salaires/salaires-secteur-spheres-competence.html

Recent and relevant settlements in the Federal Public Sector

The Employer's proposal for economic increases of 1.5% falls well below relevant recently negotiated settlements in the public sector (2018-2020). The wage settlement data below clearly demonstrates a trend and a substantial gap between the Employer's proposal and increases that were already received (or will be received) by relevant federal public service bargaining units represented by other unions.

Economic increases and wage adjustments for Treasury Board and Agencies – Other unions (2018-2020)

Group	Union	General Economic Increase 2018	2019	2020	Additional Market Adjustments
Audit, Commerce & Purchasing (AV)	PIPSC	2.0	2.0	1.5	Up to 2.25% in 2018
Health Services (SH)	PIPSC	2.0	2.0	1.5	Up to 2% in 2018
Applied Science and Patent Examination Group (SP)	PIPSC	2.0	2.0	1.5	0.8% in 2018 and 0.2% in 2019
Engineering, Architecture and Land Survey (NR)	PIPSC	2.0	2.0	1.5	0.8% in 2018 and 0.2% in 2019
Electrical Workers	IBEW	2.0	2.0	1.5	0.5% in 2020
Financial Management	ACFO	2.0	2.0	1.5	0.8% in 2018 and 0.2% in 2019
Nuclear Safety Comm. (NuReg)	PIPSC	2.0	2.0	1.5	0.8% in 2018 and 0.2% in 2019
TR Group	CAPE	2.0	2.0	1.5	0.8% in 2018 and 0.2% in 2019
EC Group	CAPE	2.0	2.0	1.5	0.8% in 2018 and 0.2% in 2019
Canadian Revenue Agency - AFS Group	PIPSC	2.0	2.0	1.5	0.8% in 2018 and 0.2% in 2019
National Film Board	PIPSC	2.0	2.0	1.5	0.8% in 2018 and 0.2% in 2019
National Research Council (RO/RCO, AS, AD, PG, CS, OP)	PIPSC	2.0	2.0	1.5	0.8% in 2018 and 0.2% in 2019

Further wage settlements have also been negotiated by the PSAC for federally funded or partially federally funded sectors. Once again, the Employer's proposal pertaining to wages falls below most of these already negotiated increases.

Wage increases for PSAC signed with Separate Agencies and federally funded organizations for 2018-2020

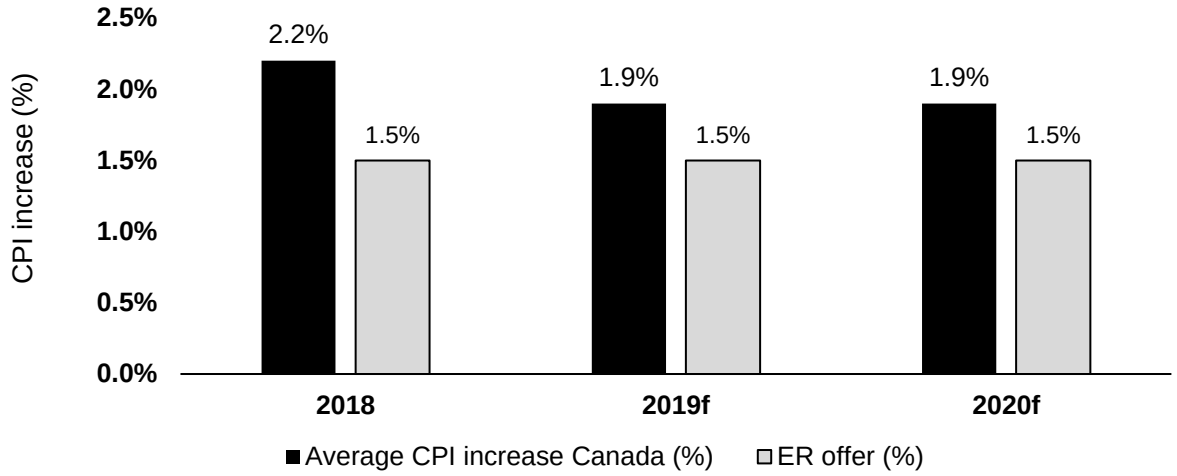
Sector	Members		
National Units (CLC)	**# in Unit**	**2018**	**2019**
NAV Canada (Multi-Group)	301	4	3
Royal Canadian Mint	685	2.0	2.0
Canadian Post Corporation	1549	1.75	1.8
Staff of Non-Public Funds	**# in Unit**	**2018**	**2019**
Kingston – Operational	88	2.85	n/a
Valcartier – Operations/Admin	113	3	n/a
Goose Bay – Operations/Admin	19	1.5	n/a
MTL/St. Jean – Operational	79	2.5	n/a
Bagotville – Operations/Admin	27	2.85	n/a
Bagotville – Operations/Admin	27	2.85	n/a
Trenton – Admin Support	21	1.5	n/a
Suffield, AB – NFP	44	2.75	n/a

The Employer's wage proposal will certainly not allow for increases in household spending. It also does not reflect forecasted nor established wage increases for 2018. 2019 and 2020. Within a Canadian middle-class context, the Union's wage demand proposing fair economic increases is not simply good for employees but could be considered beneficial overall for the Canadian economy in the long-term.

Employer offer is below inflation rate

The latest projections put forward by Statistics Canada for 2019[29] and by the Bank of Canada for 2020[30] indicate future losses if the Union were to accept the Employer's offer.[31]

Annual increases (%) in CPI outpace Employer's proposed increases in rates of pay (2018-2020)



Source: Statistics Canada Consumer Price Index, monthly, not seasonally adjusted, Table: 18-10-0004-01

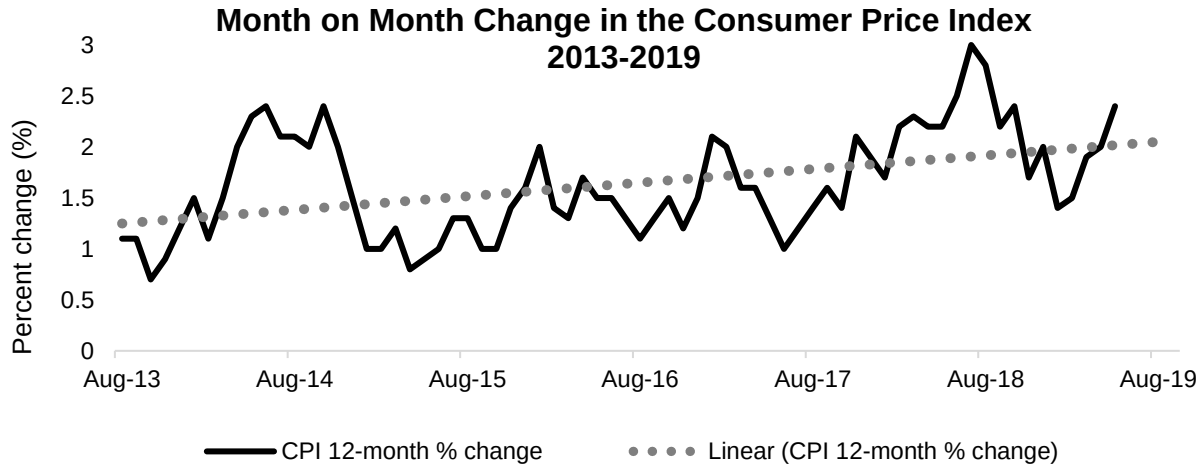
Current and projected cost of living

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.

[29] Statistics Canada Consumer Price Index, monthly, not seasonally adjusted, Table: 18-10-0004-01

[30] Bank of Canada, January 2019 Monetary Report, https://www.bankofcanada.ca/2019/01/mpr-2019-01-09/

[31] Statistics Canada Consumer Price Index, monthly, not seasonally adjusted, Table: 18-10-0004-01



Source: Statistics Canada. Table 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted.[32]

The following table of inflation rates (annual CPI increase shown in percent) for 2018, 2019 (forecast) and 2020 (forecast) was constructed from rates published by seven major financial institutions.[33] This data clearly demonstrates that the Employer's proposal comes in below inflation rates of 2018 and is also below the anticipated inflation rates for 2019 and 2020, trending around 2%.

[32] Statistics Canada (accessed August 16, 2019) https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401
[33] All accessed August 9-12, 2019:
TD Long-term Economic Forecast June 18, 2019
https://economics.td.com/domains/economics.td.com/documents/reports/qef/2019-jun/long_term_jun2019.pdf; TD
CIBC Forecast Update July 8, 2019 https://economics.cibccm.com/economicsweb/cds?ID=7649&TYPE=EC_PDF;;
BMO Capital Markets Economic Outlook August 9, 2019
https://economics.bmo.com/media/filer_public/df/b8/dfb80b31-59a3-43b2-b280-eccdcacc0006/provincialoutlook.pdf;
RBC Provincial Outlook June 2019
http://www.rbc.com/economics/economic-reports/pdf/provincial-forecasts/provtbl.pdf;
Desjardins Economic & Financial Outlook June 2019 https://www.desjardins.com/ressources/pdf/peft1906-e.pdf?resVer=1561036871000;
Scotiabank Global Economics July 12, 2019 https://www.scotiabank.com/content/dam/scotiabank/sub-brands/scotiabank-economics/english/documents/provincial-pulse/provincial_outlook_2019-07-15.pdf;
Bank of Canada Monetary Policy Report July 2019

Canada-CPI	2018	2019f	2020f
	Ave. annual increase in CPI (%)		
TD Economics	2.2	1.9	2.0
RBC	2.3	1.9	2.1
CIBC	2.3	2.0	2.0
BMO	2.3	1.9	2.0
Scotia Bank	2.0	1.9	1.9
National Bank of Canada	2.3	2.0	1.9
Desjardins	2.3	1.8	1.6
AVERAGE:	**2.2**	**1.9**	**1.9**

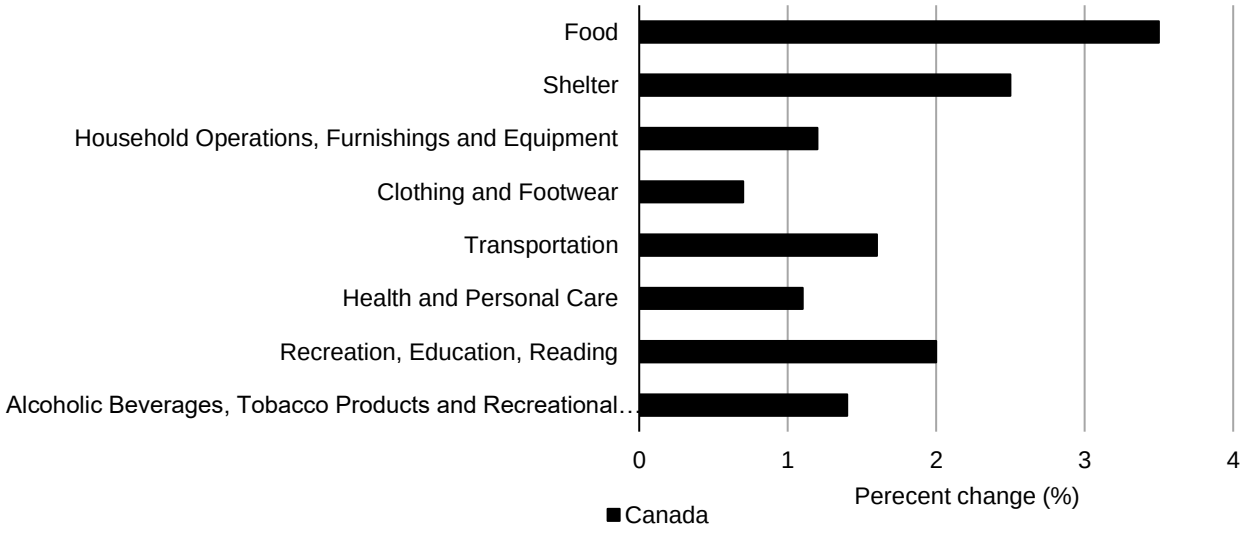
Source: CPI averages in this graph as per all-banks averages in the tables above.

The rising cost of food and shelter

While CPI increases outpace wage increases, as per the Employer's proposal, members would continue lose buying power and find it more difficult to meet their basic needs. For example, the cost for shelter increased 2.5% in the 12 months ended June 2019. Canadians also paid an overall 3.5% more for food in June compared to the same month last year (Statistics Canada).[34] Vegetable prices are especially volatile and continue to increase year over year, even in the summer months (Statistics Canada).[35]

[34] Statistics Canada Latest Snapshot of the CPI, June 2019 (accessed August 18, 2019) https://www150.statcan.gc.ca/n1/pub/71-607-x/2018016/cpi-ipc-eng.htm; Table: 18-10-0007-01
[35] Statistics Canada Consumer Price Index, monthly, not seasonally adjusted, Table: 18-10-0004-01 https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401

CPI detail, 12-month price change (percentage)



Canada's Food Price Report 2019[36] forecasts that food prices in nearly all categories will continue to rise in most provinces in 2019.

2019 Food Price Forecasts

Food Categories	Anticipated increase (%)
Bakery	1% to 3%
Dairy	0% to 2%
Grocery	0% to 2%
Fruit	1% to 3%
Meat	-3% to -1%
Restaurants	2% to 4%
Seafood	-2% to 0%
Vegetables	4% to 6%
Total Food Categories Forecast:	**1.5% to 3.5%**

Source: Canada's Food Price Report 2019

[36] Food Price Report 2019 (accessed August 12, 2019) *Canada's Food Price Report 2019* is a collaboration between Dalhousie University, led by the Faculties of Management and Agriculture, and the University of Guelph's Arrell Food Institute.
https://cdn.dal.ca/content/dam/dalhousie/pdf/management/News/News%20&%20Events/Canada%20Food%20Price%20Report%20ENG%202019.pdf

The predicted 6% hike in the cost of produce is alarming, and vegetable prices may increase even more if deteriorating weather conditions continue to cause poor growing conditions.[37].Dr. Somogyi, one of the authors of the Food Price Report, anticipates an increase in vegetable consumption due to recent changes in Canada's Food Guide, published by the Government of Canada. Canadians are advised in Canada's Food Guide to "have plenty of vegetables and fruits."[38] An increase in demand in vegetables would also contribute to raising prices.

Rising prices for food especially hurt lower and middle-income households and families, for whom food exhaust a much larger share of their budget. Any price increases put a disproportionate amount of strain on the family budget. This is especially relevant to our members; they need the Treasury Board to provide competitive general economic increases that help offset surging costs for healthy foods and enable them to follow the Canada Food Guide.

The rising cost of shelter is also affecting our members. The Canadian Centre for Policy Alternatives' (CCPA) latest housing report[39] found that, nationally, *"the average wage needed to afford a two-bedroom apartment is $22.40/h, or $20.20/h for an average one bedroom*." The numbers become even more worrisome when investigating the housing and renting costs around major Canadian hubs "*like in the Greater Toronto Area, the Vancouver neighbourhoods containing over 6,000 apartments also have among the highest rental wages: Downtown Central ($46/hr), English Bay ($46/hr) and South Granville ($40/hr)."*

[37] Pricey Produce Expected to Increase Our Grocery Bills in 2019, Says Canada's Food Price Report University of Guelph December 4, 2019 (accessed August 12, 2019)

[38] Canada's Food Guide Appendix A (accessed August 12, 2019) https://food-guide.canada.ca/static/assets/pdf/CDG-EN-2018.pdf

[39] Unaccommodating, Rental Housing wage in Canada, CCPA, David MacDonald, July 18th, 2019, https://www.policyalternatives.ca/unaccommodating

According to the Canadian Real Estate Association's latest report[40], the actual (not seasonally adjusted) national average price for homes sold in August 2019 was approximately $493,500, up almost 4% from the same month last year. In its latest monthly housing market update, RBC Economics[41] also raised its forecast for home prices by 0.8% for 2019 and 3.5% for 2020, while resale prices are projected to go up by 4.6% in 2019 and by 5.8% in 2020. With maintenance costs, home insurance, taxes and the cost of energy being other factors homeowners need to consider in affording a household, there is no indication of these expenses slowing down for middle-class Canadians who are or want to become homeowners.

In summary, costs for the necessities of life including food and shelter continue to rise,[42] making it more difficult to "just get by". The Employer's proposed wage increases for 2018, 2019, and 2020 fail to address these increasing costs of living.

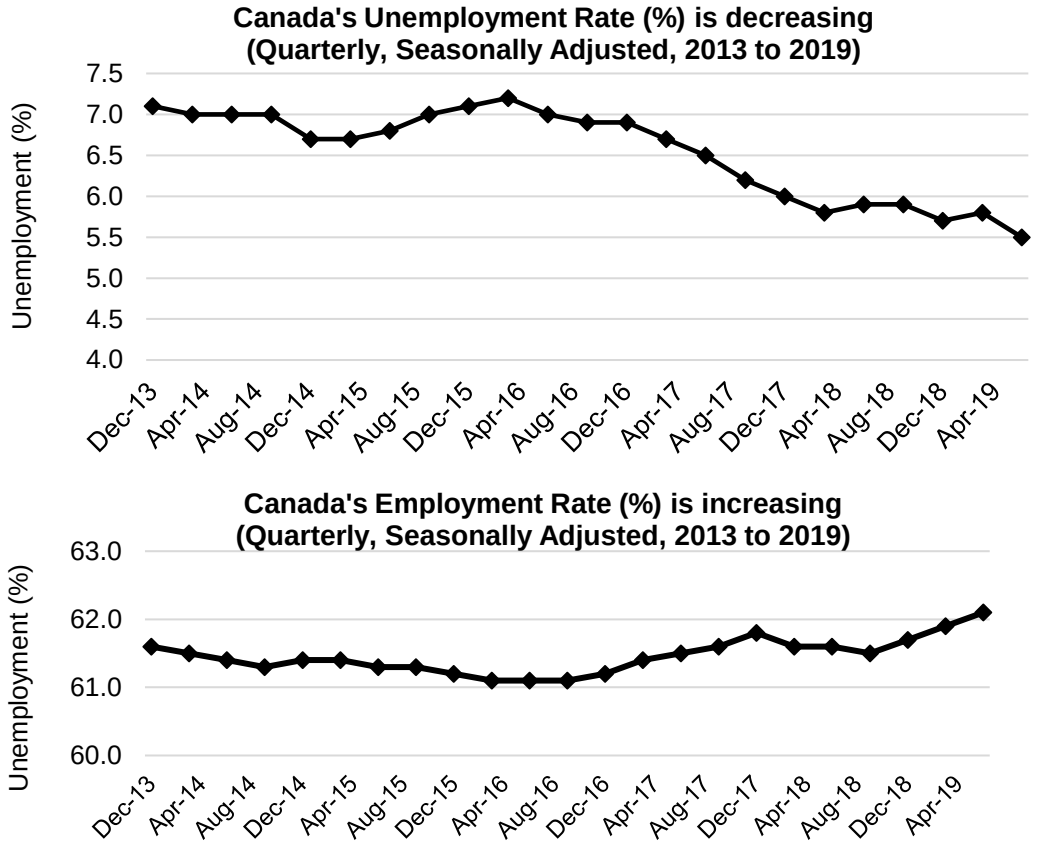
Highly competitive labour market

Unemployment rates today are well below those from previous years, remaining at 5.7%, near an all-time low. Employment rates have remained steady, inching closer and closer towards full employment, recently peaking in June 2019 (see figures below). Given a consistently strong labour market and low unemployment, the Union believes salaries and wages should reflect these trends and remain competitive.

[40] Canadian Real Estate Association, Housing Market Stats/National Statistics, September 16, 2019, https://creastats.crea.ca/natl/index.html

[41] Monthly Housing Market Update, RBC Economics, September 16th, 2019, http://www.rbc.com/economics/economic-reports/pdf/canadian-housing/housespecial-sep19.pdf

[42] Statistics Canada. Table 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401 April 2019 (accessed August 9, 2019)



Source: Statistics Canada. Table 14-10-0294-01 Labour force characteristics by census metropolitan area, three-month moving average, seasonally adjusted and unadjusted, last 5 months[43]

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. Almost 90% of respondents to the *2019 Hays Canada Salary Guide* indicated that they are open to hearing new opportunities[44]. According to a 2018 survey the most common reason to leave was the desire for better compensation. Additionally, 80% of participants working in 584 Canadian organizations reported being stressed about money and pay issues on

[43] Statistics Canada Table 14-10-0294-01 https://doi.org/10.25318/1410029401-eng
Statistics Canada. Table 14-10-0294- https://doi.org/10.25318/1410029401-fra (accessed September 17, 2019)

[44] It's never been a better time to find a new job — but do employers realize it? CBC. Brandie Weikle. January 13, 2019 (accessed August 19, 2019)

a regular basis, while 2% were *very* or *extremely* stressed.[45] This rings especially true for federal public servants: over 40% experienced "substantial problems" with their pay in 2018, and 22% reporting a large or very large impact on their paycheques according to the 2018 Annual Federal Public Service Employee Survey.[46]

Salary forecasts within a tight Canadian labour market (2019)

The labour market certainly influences trends in salary increases. 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.[47] Indeed, the competitive labour market is influencing wages, which posted a real increase. Year over year wage growth (for all employees) in July 2019 accelerated by 4.5%, the fastest rate in a decade.[48] [49] Projections derived by research conducted by the Conference Board of Canada, Normandin Beaudry, Morneau Shepell, Tower Watson, Mercer and Korn Ferry indicate that employers are planning to increase salaries by an average of between 2.0% to 2.8% in 2019.[50] [51]

[45] Welcoming wage increases. Canadian HR Reporter. Sarah Dobson. July 8, 2019 (accessed August 19, 2019)

[46] iPolitics. Marco Vigliotti. Feb 26, 2019. Phoenix had significant effect on pay for over 40 per cent of public servants: poll. https://ipolitics.ca/2019/02/26/phoenix-had-significant-effect-on-pay-for-over-40-per-cent-of-public-servants-poll/ (accessed September 17, 2019)

[47] Most Canadian employees are ready to quit their jobs, survey fins. CBC Business. December 16, 2018 (accessed August 13, 2019)

[48] Statistics Canada Table 14-10-0320-02 Average usual hours and wages by selected characteristics, monthly, unadjusted for seasonality (x 1,000) https://doi.org/10.25318/1410032001-eng

[49]Canadian wages hit fastest growth pace in 10 years. CTV News/The Canadian Press. Andy Blatchford. August 9, 2019. (accessed August 13, 2019)

[50] CPQ Salary Forecasts Special Report 2019

[51] Slightly higher salary increases expected for Canadian Workers in 2019. Conference Board of Canada. October 31, 2019.

Observer	Sector	Projected Increase (%)
Conference Board	Public Sector	2.2
	Private Sector	2.7
Normandin Beaudry	All-sector	2.5
Morneau Shepell	All-sector	2.6
	Public Administration	2.8
Tower Watson	Professionals	2.7
Mercer	All-sector	2.6
Korn Ferry	All-sector	2.4

A population getting ready for retirement and the risk of an increased workload

The tables below highlight the percentage of members by age-band and are sourced from demographic data provided by the Employer as of March 31st, 2018. According the Employer's data, significant cohorts of members of this bargaining unit are currently above 50 and/or above 60 years of age. According to Statistics Canada, in 2018, the average retirement age of a public sector employee was 61 years.[52]

EB Group (Source: TBS Demographic Data, March 31st, 2018)

	50-59	60+	Above 50	Average Age of sub-group
ED	32.10%	16.50%	48.50%	49.03
EU	27.00%	16.20%	43.20%	47.61
LS	11.70%	30.50%	42.20%	46.88

Staffing levels and increased workload was presented by Public Services and Procurement Canada as a key risk in their 2017-2018 Departmental Results Report: "*The simultaneous implementation of complex, transformational initiatives within PSPC and throughout the Government of Canada, coupled with budget and time restrictions, can expose the department to risks associated with increased workload and resource constraints, and lead to employee disengagement and stress*."[53]

[52] Retirement age by class of worker, annual, Table: 14-10-0060-01, Statistics Canada,https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1410006001

[53] Operating context and key risks—2017 to 2018 Departmental Results Report, Public Services and Procurement Canada, https://www.tpsgc-pwgsc.gc.ca/rapports-reports/rrm-drr/2017-2018/rrm-drr-02-eng.html#a2

In the current tightening labour market, the pool of qualified 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.

The weight of the public sector in the Canadian economy

In the last 20 years, public sector programs and staff expenses have been trending down, mostly attributed to cuts from the Harper Government, which disrupted Canada's middle-class. As such, the Union suggests that the wages negotiated beyond the Employer's proposal for our members would help reverse this trend and account for a greater and positive impact on the Canadian economy. 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 in non-urban regions, while maintaining a strong middle-class and reducing gender-based and race inequities in the workforce.[54]

[54] Portrait de la contribution de la fonction publique à l'économie canadienne, Institut de Recherche et d'informations socio-économiques, François Desrochers et Bertrand Schepper, Septembre 2019, https://cdn.iris-recherche.qc.ca/uploads/publication/file/Public_Service_WEB.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. "Ability to pay" is a factor entirely within the government's own control;
ii. The concept of 'ability to pay' has been rejected as an overriding criterion in public sector disputes by an overwhelming majority of arbitrators;
iii. Budget 2019 stipulates the Canadian economy is growing and healthy whereby Canada has some of the strongest indicators of financial stability in the G7 economies;
iv. Canada's trade and exports are increasing, defying global patterns;
v. Canada has a strong labour market and low unemployment, whereby competitive wages play a major role;
vi. The Government of Canada finds itself in healthy fiscal circumstances and has the ability of the deliver fair wages to its employees;
vii. The Government of Canada's deficit, as % of GDP, is historically low and does not present an obstruction to providing fair wages and economic increases to federal personnel;
viii. The Employer's proposed rates of pay are below established and forecast Canadian labour market wage increases;
ix. The Employer's proposal for economic increases of 1.5% falls well below relevant recently negotiated settlements in the public sector;
x. The Employer's proposed rates of pay come in below inflation, affecting the economic value of salaries without accounting for the rising cost of living expenses such as food and shelter;
xi. A significant cohort of members of this bargaining unit is within range of retirement or nearing it, suggesting the Employer will soon be facing a significant diminution in staffing levels;
xii. 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.

In conclusion, the Union's proposals concerning economic increases reflect broader economic trends both inside and outside the federal public service. As has been demonstrated here, the Employer's current position with respect to wages is well below economic forecasts and inflationary patters. The Union submits that when looking at recent core public administration settlements, its wage proposal is reasonable, particularly given that the Employer's wage proposal is completely out of sync with all recent settlements in the core public administration. If the PSAC were to agree to the Employer's wage proposal as submitted, the Union would be agreeing to the lowest wage settlement of all recently negotiated agreements in the core public administration. In light of these facts, the Union submits that its economic proposals are both fair and reasonable. Consequently, the Union respectfully requests that they be included in the Commission's recommendations.

Rationale

Wage Adjustments

The PSAC proposes a number of wage adjustments to be applied to the wage grids of specific employee sub-groups based on external comparability (i.e. market factors) and/or internal comparability (pay relationship with other subgroups). Unless otherwise specified, all adjustments occur July 1, 2018, prior to application of the annual economic increase.

1) **ED-EST (10 month) INAC Wage Grid**
   - **All Ontario 10 month rates shall receive a market increase of 10%;**
   - **All Alberta 10 month rates shall receive a market increase of 20%.**

In Ontario, ED-EST INAC teachers work in 6 schools on the Six Nations Reserve in southwestern Ontario (near Brantford) and at one school on a Mohawk First Nations reserve northeast of Belleville. Accordingly, the Union has used the geographically closest Ontario provincial school board pay rates as comparators - the Grand Erie District School Board (comparator for Six Nations) and Limestone District School Board (Mohawks of the Bay of Quinte). Similarly, two of the closest provincial school boards to Le Goff School in Cold Lake, Alberta were used for teachers who work there. The Union's analysis of pay gaps between federal teachers and their provincial counterparts is found in Exhibit 5.

From that analysis, there are some marked disparities in pay of INAC teachers relative to their provincial counterparts. For example, in Ontario at some levels (based on teaching credentials) school boards are paying *on average* up to 6.9% more (Grand Erie) and 7.3% more (Limestone) compared to EB members. At specific steps based on years of teaching experience, the difference is even more pronounced – up to 11.1% more for A3 teachers after 10 years of teaching at Grand Erie, and up to 12.1% more at the same level and years of teaching at the Limestone Board.

The pay gaps noted in Alberta are even greater. In the Northern Lights School District, which has several schools in the Cold Lake area, the difference in pay is on average 16 to 17% higher than Treasury Board. At Northlands School Division, where schools are located on Treaty 6 and Treaty 8 territories and students are 95% First Nations, Metis or Inuit, the difference in pay averages from 21 to 23%. Again, looking at years of teaching experience, at some levels the pay differential exceeds the average – a new Level 4 INAC teacher at Le Goff can expect to make almost 30% less than a similarly qualified counterpart at a Northlands school.

2) **ED-EST Vice-Principal and Principal Wage Grid**
   - **Deletion of Level 1 rates for both VP and Principals;**
   - **Deletion of pay note language around qualifications;**
   - **Level 2 wage grid will form new VP and Principal wage grid;**
   - **Ontario wage grid will receive market increase of 10%;**
   - **Alberta wage grid will receive market increase of 20%.**

The proposal for Vice-Principals and Principals working in INAC schools involves setting a single level for each position in both Ontario and Alberta, by removing Level 1 rates and moving employees previously receiving those rates to Level 2, which becomes the new rate for all incumbents. As part of this adjustment, the Union proposes to delete the pay note section **Vice-principal and principal academic qualifications,** as it believes that what is more important is that vice-principals and principals *must* have the qualifications that are set out by the provincial or territorial school jurisdictions they work in, besides a current teaching certification. Besides the deletion, the Union proposes the following change to the ED-EST sub-group pay note 9 on **Vice-principal and principal professional certification**:

> **Vice-principal and principal professional certification**
> Employees appointed to school leadership positions must hold current teacher certification issued by the Ministry of Education, Department of Education or the College of Teachers of the province in which the school is located and ~~should~~ **must** have a provincial principal qualification in province, territory, or provincial school unit within the geographic area where such is a requirement for vice-principals and principals employed by public school boards in elementary and secondary schools.

Movement to the single, higher rate is a first step in helping bridge the significant gap in salaries between federal employees and those working for provincial authorities as vice-principals and principals. For example, in the Grande Erie District School Board (comparator for the majority of Ontario INAC schools), salary data obtained from the 2017 "Sunshine List" shows 32 vice-principals made an average of $111,082, while 74 principals earned an average of $118,963 (Exhibit 6). A comparison of current EB vice-principal and principal minimums and maximums in relation to the Grand Erie District School Board is found below:

EB Vice-Principal and Principal Rates vs Ontario School Boards
2017

Vice-Principals

Employer	Minimum	Maximum
TB	$ 83,866	$107,922
GEDSB	$102,119	$121,149
Difference	**21.8%**	**12.3%**

Principals

Employer	Minimum	Maximum
TB	$ 91,244	$116,224
GEDSB	$107,449	$139,106
Difference	**17.8%**	**19.7%**

Federal vice-principals and principals are behind their geographic counterparts in Ontario. At the vice-principal level, the gap in minimum rates is nearly 22%, and 12% at the maximum. Principals trail their provincial counterparts by almost 18% at the minimum and 20% at the maximum, based on the table above. The Union believes that its proposal for adjusting the salaries of these federal workers is not out of line based on the comparison.

In Alberta, the situation for the INAC vice-principal and principal is just as dire, if not worse. The compensation for these positions at Alberta school boards is somewhat different than Ontario – administrators start off with base teacher salary and add to that a vice-principal allowance or principal allowance, based on the pupil count of the school. It is therefore quite difficult to estimate accurately any differences in vice-principal and principal pay between the provincial positions and Treasury Board. However, even if we take a very conservative example of an Alberta VP and Principal (assuming modest education and experience) and look at those earning the minimum (with minimum allowance) and maximum salaries (maximum allowance), the salary comparison illustrates that the two comparator Alberta boards are significantly ahead (Exhibit 7).

EB Vice-Principal and Principal Rates vs Alberta School Boards
2017

Vice-Principals

			Difference	
Employer	**Minimum**	**Maximum**	**Minimum**	**Maximum**
TB	$ 81,854	$101,886		
Northlands*	$ 94,071	$120,341	**14.9%**	**18.1%**
Northern Lights*	$ 90,295	$116,244	**10.3%**	**14.1%**

* assume 5 years education, 5 years teaching experience

Principals

			Difference	
Employer	**Minimum**	**Maximum**	**Minimum**	**Maximum**
TB	$ 87,221	$ 106,413		
Northlands*	$ 118,559	$ 136,291	**35.9%**	**28.1%**
Northern Lights*	$ 113,728	$ 131,180	**30.4%**	**23.3%**

*assume 5 years education, 10 years teaching experience

Using the above scenario, the federal vice-principal trails their comparators at the minimum rates by 15% and 18% at the maximum rate. The principal trails their comparators at the minimum by 30% and 28% at the maximum. Of course, for teachers with maximum qualifications and experience in both Alberta boards that move into vice-principal or principal roles, the gap in pay would be even greater than that. And just as

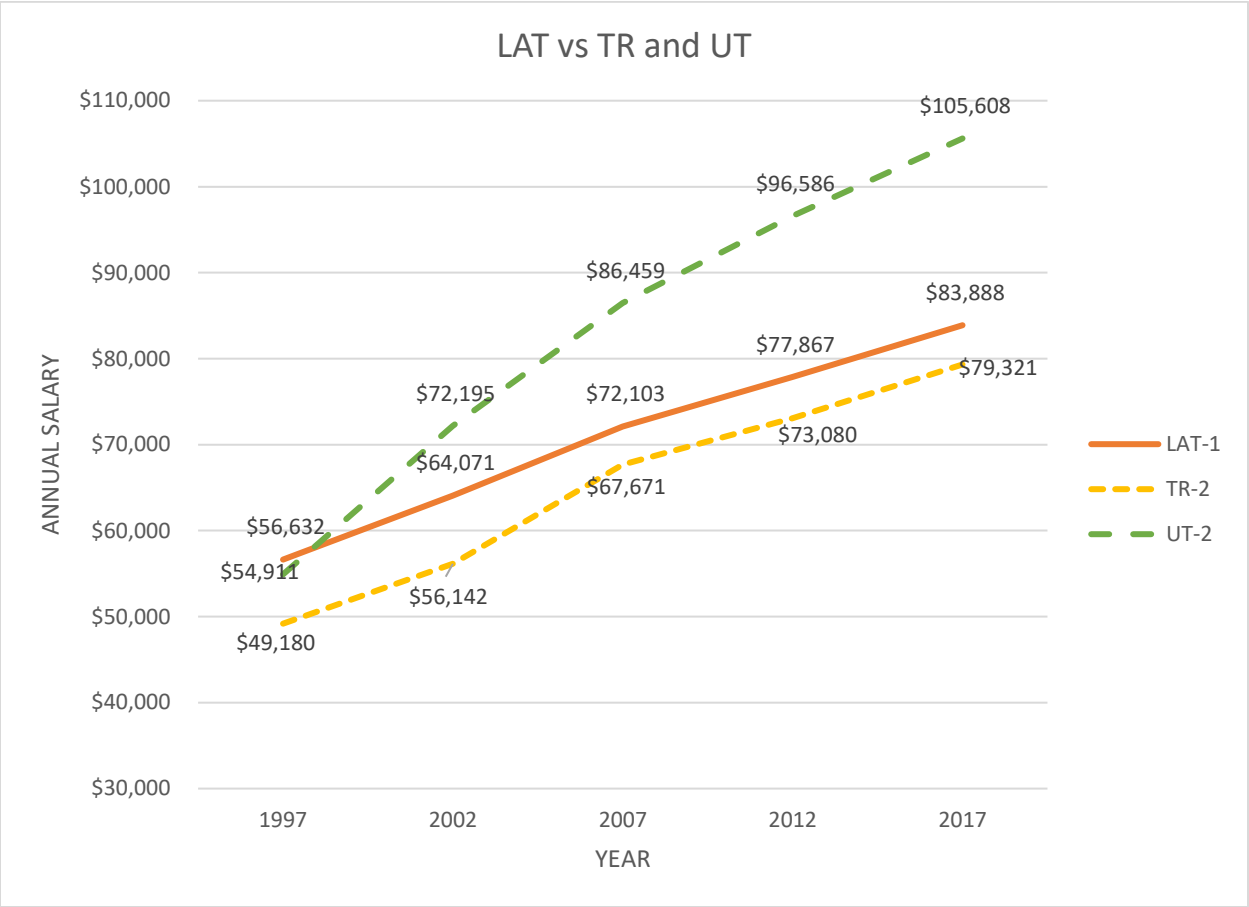
the teacher salaries for our EB members in Alberta are falling further behind, we are asking for a larger market increase of 20% to be added to the vice-principal and principal rates once all incumbents have been moved to the Level 2 pay grid.

3) **EU Wage Grid**
   - **Same provincial market adjustment as 10 month teachers (if not in Ontario or Alberta, adjustment is 10%).**

The EU sub-group is a small group (about 37 incumbents in 2018) and are primarily teaching assistants that work in the schools alongside the teachers, vice-principals and principals. Therefore, in order to maintain the pay relativity that exists between these members and the teachers, we propose to adjust their salaries by the same percentage (10% in Ontario, 20% in Alberta) as provided to their colleagues. The EU sub-group has actually lost some ground to the teachers over the years, as the teachers have benefited from previous wage restructuring based on market comparisons, so to receive any less would considerably worsen their situation.

4) **ED-LAT**
   - **Increase of 10% added to all rates in grid.**

The PSAC is proposing a 10% wage adjustment for the language teachers. Without the same increase as other sub-groups are getting due to market factors, the LATs would fall too far behind their other teaching colleagues in the EB group. Language teachers have also been falling behind two other classifications (Exhibit 8) that the PSAC uses as comparators for this group – University Teachers (who may teach French for university credit) and Translators. Over the past 20 years, UT-02 teachers who once trailed LAT-01 teachers now earn 26% more at the maximum rate. Meanwhile, the LAT-01s who once were ahead of TR-02s by 13% have seen that gap narrow to 5% today.



5) ED-EDS

- **Increase of 10% added to all rates in grid.**

The EDS sub-group work in areas such as administration, policy and curriculum development and is another group that needs to maintain pay relativity with teachers and others in the EB group. Therefore, we are suggesting the same sort of pay increase to allow them to keep pace with their colleagues. At the moment, EDS employees at Treasury Board are even behind other federal EDS employees that work for CRA, as those employees are anywhere from 3% to 6% ahead, partly due to having more steps in their pay grid (Exhibit 9).

6) **LS Wage Grid**
   - **The following adjustments made to wage grids:**
     - **LS-01 – drop bottom step, add 1 step to top (2.8% step);**
     - **LS-02 – drop bottom step, add 2 steps to top (3.2% step);**
     - **LS-03 – drop bottom step, add 2 steps to top (3.2% step);**
     - **LS-04 – drop bottom 2 steps, add 2 steps to top (3.4% step);**
     - **LS-05 – drop bottom steps, add 1 step to top (3.4% step);**
   - **Add market adjustment of 12% to all rates of pay.**

The wage proposal for the LS wage grid is two-pronged: a modification of current grids that involves dropping and adding steps at various levels, followed by a 12% market adjustment applied to all rates of pay.

The pay of federal librarians working for Treasury Board has fallen behind librarians with similar credentials doing similar work across the country for other employers. The Canadian Association of Research Libraries provides support and leadership to Canada's research libraries and includes in its membership the 29 largest university libraries and libraries of 2 federal institutions. Using the CARL salary survey covering the years 2016-17 for administrative and non-administrative librarians (Exhibit 10) and comparing average university library salaries versus average EB librarian salaries (as supplied by Treasury Board) shows that EB positions are behind the market by a low of 13% at the LS-05 level, and a high of 28% at the LS-02 position.

The following table shows the comparison of EB positions to administrative and non-administrative salaries as reported by CARL. For purposes of a reasonable comparison, LS-02 positions are compared to the non-administrative category, LS-03 are compared to both administrative and non-administrative categories and LS-04 and LS-05 are compared with administrative category salaries. Even accounting for the fact that the EB salary data is based on 2018 payroll, while the CARL data is a year older, the market for librarians who support research activities is much farther ahead in provincial institutions versus the federal government. The Union argues that its proposal to drop and add increments (to maintain balance between LS levels) and add a 12% market adjustment

are designed to bring federal library salaries into line with the closest comparators in the marketplace.

Library Science Group (LS) pay comparison
2018 EB vs 2016-17 CARL data

EB Group	2018 Average Salary	Canadian Association of Research Libraries	2016-17 National Average Salary	Difference from EB Average	
LS-02	$ 73,001	**Non-administrative Librarians**	$ 93,261	$ 20,260	27.8%
LS-03	$ 87,002	**Non-administrative and Administrative Librarians***	$ 101,384	$ 14,382	16.5%
LS-04	$ 95,434	**Administrative Librarians**	$ 121,321	$ 25,887	27.1%
N					
LS-05	$ 107,122	**Administrative Librarians**	$ 121,321	$ 14,199	13.3%

7) ED-EST (12 month) Teachers

- **The parties in the sub-committee under Appendix N of the collective agreement agreed to propose a new, national rate of pay for 12 month teachers in collective bargaining this round.**
- **Delete Appendix N pending agreement on this proposal**

The history of trying to achieve a new pay grid for this sub-group is long and sad, as the initial efforts to negotiate a pay study that would be used to help provide a foundation for creation of a new grid dates back to 2004-05. At that time, the ED-EST 10 month INAC teachers were successful in negotiating a pay study that led to pay increases for that sub-group, but the 12 month teachers (primarily working in CSC institutions) have long been denied the same sort of result. Following a failed pay study by Morneau-Sobeco in

2009, a second pay-study was initiated soon after and reported back to the parties in 2011. The parties disputed the usefulness of the pay study based on the data provided by the study consultant (Hay Group) and the Union engaged in fruitless attempts to have the Employer acknowledge significant pay gaps that the study showed when comparing EB 12 month teachers to the comparators in the study based on hourly rates. Unable to achieve any agreement on using the pay study results, and with the data now out of date, the parties ultimately agreed in the previous round of negotiations to strike a sub-committee with members from both sides to work on the creation of a new, national rate of pay for 12 month teachers, which resulted in Appendix N (Exhibit 11).

The sub-committee began its work in the fall of 2017, and last met in January of 2019. Despite not achieving all the aims of Appendix N, as the parties have not engaged in any analysis or research related to benchmarks, the sub-committee did consider two proposals for a new, 12 month teacher pay grid (one from the Union, and one from the Employer) which both utilized the current 10 month teacher grids (plus an additional 20%) that form the basis of this sub-group's pay currently. Although similar in construction and intent, both parties agreed to the national rate proposal put forth by the Employer side. This proposal is presented below.

ED-EST-01 National Rates Recommendation

New Grid for 12 Month Teachers
Revised 10 month grid
plus 20%

ED-EST-01 Teaching Experience	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
1	$ 49,444	$ 53,326	$ 58,079	$ 65,575	$ 70,403	$ 75,476
2	$ 52,340	$ 55,936	$ 61,216	$ 68,872	$ 74,100	$ 79,022
3	$ 55,237	$ 58,540	$ 64,351	$ 72,169	$ 77,788	$ 82,577
4	$ 58,129	$ 61,142	$ 67,493	$ 75,469	$ 81,486	$ 86,123
5	$ 61,021	$ 63,745	$ 70,628	$ 78,769	$ 85,180	$ 89,681
6	$ 63,914	$ 66,350	$ 73,765	$ 82,070	$ 88,876	$ 93,226
7	$ 66,821	$ 68,953	$ 76,903	$ 85,367	$ 92,578	$ 96,775
8	$ 69,716	$ 71,568	$ 80,039	$ 88,669	$ 96,268	$ 100,325
9	$ -	$ 74,144	$ 83,178	$ 91,972	$ 99,967	$ 103,879
10	$ -	$ -	$ -	$ 95,272	$103,661	$ 107,424

By the time the parties had agreed to the national rate proposal under Appendix N, they were involved in the current round of negotiations. As such, the proposal was provided to the bargaining teams to use as the basis for wage negotiations for the 12 month teachers. Given the extreme difficulties faced by public service workers in being paid properly by the Employer's Phoenix compensation system, it is no longer feasible for these employees to be paid on the basis of 10 month grids that are no longer in use and having 20% manually added on to form their rate of pay. It is well past time they had their own pay grid.

8) Pay Note Changes

The Union believes a number of editorial pay note changes may be required in conjunction with changes to rates of pay and certain wage grids. For example, creating a new, single wage grid for all 12 month teachers will require some notes explaining how incumbents will move onto the new grid.

There is also a particular situation where a historical pay note change related to teacher education may have negatively affected ED-EST 12 month teachers in Quebec. In the collective agreement which expired June 30, 2011, the pay notes for ED-EST sub-group changed. In particular, pay note 16 was removed from the agreement. This note defined the concept of scholarity, which was one the factors used for placement of employees on the appropriate pay grid (the other factors included years of teacher education and teacher certificates). Pay notes 16 and 17 from that collective agreement are found in Exhibit 12.

The scholarity pay note included years of schooling prior to university study and teacher training and pay note 17 took those years into consideration for wage grid placement. With the removal of pay note 16 and the removal of “years of scholarity” from pay note 17, teachers in Quebec subsequent to this change may have been negatively affected. The Union believes that previously, employees who attended CEGEP in Quebec had that time counted as part of scholarity (and thus affected placement on the teaching pay grid). However, with scholarity removed, credit is now only given to years of university study and attainment of teaching certificates, which may impact Quebec teachers since that change who have attended CEGEP – a college level program of study that is unique to Quebec and considered post-secondary in that province (Exhibit 13) but may not be considered as equivalent to “university study.” Thus, a teacher in Quebec who attended CEGEP may not be placed as high on the wage grid now as they might have been previously because that post-secondary education was no longer counted.

The Union wished to discuss this issue with the Employer to see if in fact some teachers in Quebec were negatively impacted by this change, and if so, negotiate a solution to the problem.

9) Article 49 - Allowances

ARTICLE 49

ALLOWANCES

PSAC PROPOSAL

49.05 Allowance for teachers of specialist subjects

a. **Definition**

Any subject can be considered as a field of specialization as they are variable depending on the Provincial Ministry of Education. The definition of Specialization is the recognition of additional training in teachable subject area within the assigned curriculum.

b. **Eligibility**

i. Where a specialist's qualification is recognized by a Provincial Ministry of Education or College of Teachers, that qualification will be considered to meet the clause requirements.

ii. In other cases, the training courses required for a specialization allowance are post-secondary courses in a subject area within assigned curriculum; namely university accredited courses and/or recognized training courses with the written approval of the Principal (Superintendent or Chief of Education and Training or equivalent). These courses are beyond the basic requirements for teacher certification. An employee who is assigned to counselling duties or teaching duties and who has a total cumulative recognized time of two hundred and seventy (270) hours of additional training in teachable subject area within the assigned curriculum as defined in (a) and (b) is eligible for the allowance.

iii. **Where a principal certifies that a teacher has a specialization in a traditional First Nation language, and that language is a teachable subject within the assigned curriculum, that teacher shall be eligible for the allowance.**

c. **Allowance**

An employee who is eligible under (a) and (b) shall receive an allowance in excess of that to which he or she is eligible in view of his or her academic and professional qualifications or experience:

Effective on the date of signing of this agreement: $1,015 per annum.

~~No employee will be paid more than one allowance for specialization under this clause.~~

d. **Grandparent protection**
Any employee who on the signing of the Memorandum of Agreement dated June 17, 2003, was receiving a specialist's allowance under clause 49.05 of the Education and Library Science collective agreement expired on June 30, 2003, will be paid the allowance as long as he or she remains in his or her current substantive position.

e. **Limitation**
The same courses will not be applied simultaneously towards salary determination as per the pay grid for Annual Rates of Pay set forth in Appendix A and towards a specialist allowance. If courses already used to determine the employee's eligibility for the specialist allowance are applied for salary determination as per the pay grid for Annual Rates of Pay set forth in Appendix A, the specialist allowance will terminate. On the basis of other additional courses, an employee may reapply for a specialist allowance previously held when it can be determined through a re-evaluation of the total courses accumulated that he or she has met again the requirements in accordance with (a) and (b) for a specialist allowance.

RATIONALE

As a result of colonization, Aboriginal 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." (Exhibit 14).

Recognition of, and support for Aboriginal 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 (Exhibit 15). The recommendations notably call for federal funding for "preservation, revitalization and strengthening" of Aboriginal 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 indigenous language and culture in order to recognize, protect and revitalize

them (Exhibit 16). The Union believes that the Employer should support the calls to act in these critically important reports by recognizing First Nations languages as a specialist subject under Article 49.

The Federal Government itself has shown commitment to Aboriginal languages by passing Bill C-91 – the *Indigenous Languages Act* (Exhibit 17). It is incomprehensible to the Union how the Employer can resist recognition of a specialization in indigenous languages being taught on behalf of the Employer at the bargaining table on the one hand, while Parliament itself has taken steps to advance the cause of recognizing and supporting those same languages in federal law. The Union submits that allowing teachers to qualify for a First Nations language specialization is a good first step in carrying out the intentions of Parliament.

The addition sought in 49.05 b. iii. would allow the Employer to recognize when teachers on reserve have enough knowledge of a First Nations language to be equivalent to a "specialization" in that language and are teaching that language to students. Such knowledge is not yet transmitted widely through academic programs, as is the knowledge for other teachable subjects; instead the knowledge is transmitted through traditional speaking and usage within First Nations communities. It is therefore an unfair barrier to such teachers that they are not recognized as holding a specialization in a First Nations language and receive compensation for teaching it, which is as ironic as it is offensive given that they are teaching First Nations children on reserve in First Nations communities to speak their traditional languages.

Meanwhile, the deletion in 49.05 c. is intended to allow for more than one allowance to be paid, when teachers have more than one specialization to recognize. More and more, teachers are obtaining further education and courses in more specialized subjects, and in a time when federal teacher compensation is lagging behind provincial counterparts significantly, increasing access to allowances for teachers is a reasonable step to take.

PART 3

OUTSTANDING COMMON ISSUES

ARTICLE 8

EMPLOYEE REPRESENTATIVES

PSAC PROPOSAL

8.04

a. A representative shall ~~obtain~~ **be granted** the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.

RATIONALE

The Union's proposal for Article 8.04 is designed to address the Employer's interference in the statutory right of Union to properly represent its members under PSLREA. The language contained 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 stewards to investigate complaints and to resolve problems in the workplace. This current language has been particularly problematic for stewards who represent members in multiple worksites, as many supervisors are either reluctant to or even refuse to grant leave for a steward to attend to meet with affected employees in workplaces other than their own.

The Union maintains that, to the extent that there exist practices within Treasury Board that purport to limit that right of representation, or the participation of employees in the Union's lawful activities, the Union is compelled to seek declaratory contract language. The law is clear that the Employer does not have the prerogative or the right to interfere with the representation of employees by an employee organization. Subsection 5 of the *Act* clearly sets out an employee's rights with respect to Union activities:

5 Every employee is free to join the employee organization of his or her choice and to participate in its lawful activities.

The prohibitions on management in this regard are clear under subsection 186(1) of the *Act* and reflect the right of a bargaining agent to fully represent employees without interference from management:

> ***186.*** *(1) No employer, and, whether or not they are acting on the employer's behalf, no person who occupies a managerial or confidential position and no person who is an officer as defined in subsection 2(1) of the Royal Canadian Mounted Police Act or who occupies a position held by such an officer, shall*
>
> - **(a)** participate in or interfere with the formation or administration of an employee organization or the representation of employees by an employee organization; or
> - **(b)** discriminate against an employee organization.

The language, currently found in the parties' Collective Agreement, is inconsistent with protections afforded the Union under the law, and consequently the Union asks that it be modified. The Union's proposal not only reaffirms the important principle of participation in the lawful activities of their Union, it signals to all employees in the bargaining unit - in a meaningful and concrete way - that the Employer will respect that participation. Accordingly, the Union is proposing the modifications to ensure that all parties have a clear understanding as to legal protections afforded the Union with respect to communication and representation of its membership.

Employees at the House of Commons already benefit from provisions that do not require Union representatives to obtain permission to leave their work in order investigate employees' complaints or meeting with local management for the purpose of dealing with grievances. Rather than representatives seeking permission, the language awarded to PSAC by arbitral decision (PSAC vs. House of Commons, 2016 PSLRB 120) states that "*the Employer shall grant time off"* (Exhibit 18).

Article 37.07 of the parties' agreement recognizes that informal discussion geared towards the resolving of issues – without resorting to the formal grievance procedure – is both valuable and encouraged. It is commonly recognized that the purpose of any grievance procedure is to not only provide recourse for employees, but also to provide a mechanism within which problems might be resolved via dialogue. Moreover, Article 1.02 speaks to a commitment on the part of both parties to establish an effective working relationship.

For Union representatives in the workplace to properly work towards successful resolution of problems either via informal discussion or via formal grievance procedure, time is required to meet with affected employees and managers. There have been occasions where employees in the bargaining unit have been forced to take other paid leave, or leave without pay, to undertake activities associated with Article 37.07 and preparation for grievance meetings. The Union submits that this is inconsistent with the commitments made by the parties in both Articles 1.02 and 37.07. Again, the Union is proposing contract language that would ensure that the Employer will not interfere with a Union representative's ability to carry out his or her duties in the workplace. Therefore the Union respectfully requests that the Commission recommend this proposal.

ARTICLE 9

USE OF EMPLOYER FACILITIES

PSAC PROPOSAL

9.03 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 two modifications to the current Article 9.03 for inter-related reasons:

- First, 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.
- Second, to achieve parity with what Treasury Board has already agreed to for its employees in other bargaining units such as: CBSA (FB Group), CX and OSFI.

Concerning the incidents where the access to the facilities was denied, 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)* (Exhibit 19)

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)* (Exhibit 20)

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)* (Exhibit 20)

In light of the current language contained in Article 9.03 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.

As mentioned, the second reason as to why the Union has proposed to modify Article 9.03 is to achieve parity with what Treasury Board has already agreed to for its employees in CBSA (FB Group), CX and OSFI bargaining units (Exhibits 21). 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 prisons and other penal institutions, makes no reference to the need for Union representatives requiring permission from the Employer to enter the worksite. 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 there is no reason why employees in the PA, SV, TC and EB groups should be denied rights that have been agreed to by the same Employer for other groups of workers. The Union is also looking for language that would ensure that the Employer cannot interfere with the Union's right to communicate with its membership on non-work time. There have been instances in the past when this problem has arisen. Including this language in the Collective Agreement would ensure that the Union's statutory rights in the workplace would not be interfered with.

Given that the Board has clearly indicated that the law provides Union representatives with rights that extend beyond what is contained in the current Article 9.03, and given that what the Union is proposing is virtually identical to what the Treasury Board has agreed to for other workers in its employ, and given the Union's statutory right to communicate

with its membership, the Union therefore respectfully requests that its proposals be incorporated into the Commission's recommendation.

Lastly, the Employer has already expressed in writing its willingness to add the sentence, "Such *permission shall not be unreasonably withheld*." as per a comprehensive offer presented on May 1st, 2019. However, for no apparent reason the Employer retracted from that expressed will in its PIC application.

ARTICLE 10

CHECK OFF

EMPLOYER PROPOSAL

10.06 The amounts deducted in accordance with clause 11.01 shall be remitted to the Comptroller of the Alliance by electronic payment within a reasonable period of time after-deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf. **In order that the Employer may calculate union dues deductions, the Alliance will disclose to the Employer its union dues' schedule.**

~~10.07 The employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.~~

10.08 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

RATIONALE

The Union sees no concrete need for the changes proposed by the Employer under Article 10. The existing check-off system has been in place for more than 30 years and it is unclear why the Employer is seeking the change now. Under the current system, the Union is responsible for informing the Employer of the authorized monthly deduction to be checked off for each employee.

Since the Phoenix pay system manages dues for multiple employers, any changes to the process of calculating dues would impact all employers using the Phoenix pay system. Hence, any recalculation of dues by the Employer would impact not only the Employer but also Canada Revenue Agency, Auditor General, Library of Parliament, CSE, Senate, Parks, SSHRC, CFIA, OSFI, CSIS, House of Commons, Statistical Survey Operations, CCOHS and National Battlefields.

Furthermore, the Union is deeply concerned that the Employer is seeking to calculate union dues deductions and wishes to underscore that the calculation of dues is exclusively under the Union's purview.

Even if the purview of dues calculation were shared, any attempt on the Employer's part to calculate dues would require significant additional resources on the part of the Employer. A number of common activities will affect how much an individual member needs to remit in union dues. It is not unusual that in any given month, thousands of members experience a change in classification or department or hours of work. Any of these cause union dues to be recalculated for each individual affected by a change in work status. For example, union dues are based on a member's first step salary of a classification therefore a change in classification will necessitate a recalculation. Changing departments may also result in a member changing his/her Component/Local representation, which would require a recalculation of union dues. Each Component and each Local has its own dues rate. The Employer is not in a position to know which Component/Local would represent the member and therefore the dues calculation process, if solely undertaken by the Employer, would be subject to errors.

When the Union changes its rate, at any level of its political structure, dues are recalculated for each member, accounting for both flat and percentage rates applied differently across classifications. There are currently more than 1,000 different percentage and flat rates in effect, and these are applied to more than 2,000 different classifications. In some cases, members belonging to a specific Component will see their Component portion of dues calculated using the stepped salary. The PSAC receives the step information as a result of an FPSLREB decision (PSAC v. Treasury Board, 2010 PSLRB 6) and applies the appropriate formulas to determine the dues accordingly. In all cases, once the PSAC has utilized the job information as provided by the Employer, it determines the correct dues and any adjustments and submits these to the Employer via the automated dues process.

Hence, the Employer's proposed new language in Article 10.06 would require the Employer to calculate the dues owing for each member under each classification (and where necessary accounting for any member working part-time hours to prorate the dues) and applying all the possible rates in effect at any given time, accounting for a different method of calculating a specific portion of Component union dues where applicable. This would amount to manual recalculation of dues for 150,000 members. Given the Union's liability stated in Article 10.08, and the complex process involved in calculating these dues in an accurate and timely manner, we strongly oppose the amendment of this clause.

Finally, the Union requires clarification on the Employer's reason for proposing to strike Article 10.07. This clarification has not been provided at the bargaining table. The Union requires certain documentation in order to make adjustments. For instance, when the Employer makes deductions for insurance premiums, the Union sends this information to the insurer to make subsequent adjustments and load any corrections. The Union is contractually obligated to send this information. Therefore, the appropriate documentation on deductions made for purposes other than union dues is essential to our record-keeping and to ensure accurate calculations of employee pay and deductions.

The Union therefore respectfully requests that the Employer proposals not be included in the Public Interest Commission's recommendations.

ARTICLE 11

INFORMATION

EMPLOYER PROPOSAL

11.02 The Employer agrees to supply each employee with **access to** ~~a copy of~~ this Agreement ~~and will endeavour to do so within one (1) month after receipt from the printer~~. **For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to this Agreement. Where electronic access is unavailable, the employee shall be supplied, on request, with a printed copy of this 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 the 2016 settlement with CRA.

On September 12, 2017, the PSAC filed a policy grievance stating that the Employer, Treasury Board, had violated Article 10 of the PA Collective Agreement between PSAC and Treasury Board, and in particular Article 10.02 of the Collective Agreement. This grievance was granted.

A few examples of violations included: (1) at Immigration, Refugees and Citizenship Canada where the Director communicated that printing services of collective agreements are no longer offered by Public Service and Procurement Canada (PSPC) and that each department is to figure out how and where to get the booklets printed; (2) Service Canada/ESDC where as part of Greening government operations the onus is put on employees to request printed copies of the collective agreement; (3) at Office of the Privacy Commissioner of Canada where it was communicated by a Director in Human Resources that booklets will no longer be available and that employees can access the Collective Agreement through the intranet.

Notably, and a serious accessibility issue relative to the SV table, the Component President for the Union of Canadian Transportation Employees (UCTE) has had several calls from Ship's Crew members (Canadian Coast Guard) about the printed copies. Some have no internet connection on the vessels and therefore are not able to access their CA when they have a question or concern. Some members do not have printing capabilities either at home or on the vessels. Some have concerns that they are having difficulties navigating through TB and Union websites when trying to call up specific articles.

Beyond Ship's Crews, countless employees amongst PSAC's 100,000 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. At the Department of National Defence, for example, a significant number of employees are assigned work either on a permanent basis or from time to time in secure areas which not only do not have internet access, but from which employees are barred from bringing in telephones and laptops.

Employees in quite a number of these workplaces still have not been provided with printed copies of the current Collective Agreement, which expired on June 30, 2018. 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.

On January 26, 2018, the Senior Director of Compensation and Collective Bargaining Management issued a notice entitled "Responsibility for the Printing and Distribution of Collective Agreements" that informed Heads of Human Resources Directors/Chiefs of Labour Relations relative to article 10.02 of the Employer's obligations related to the printing of collective agreements and providing them to employees (Exhibit 22). Yet, despite the granted policy grievance and direction from the Office of the Chief Human

Resources Officer (which was the outcome of the final level grievance), issues persist, such that a FPSLREB hearing into this matter is scheduled for Nov. 15, 2019.

The Union submits that 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., 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. For our extremely large, diverse and complicated bargaining units, the Union believes that the time for this proposal has not yet come. The Union therefore respectfully asks that the Commission not include the Employer's proposal in its award.

ARTICLE 14

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

PSAC PROPOSAL

Leave without pay for election to an Alliance office

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.

14.15 Leave without pay, recoverable by the Employer, shall be granted for any other union business validated by the Alliance with an event letter.

14.~~14~~**16**

~~Effective January 1, 2018, l~~**L**eave **without pay** granted to an employee under **this** Article, **with the exception of article 14.14 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

The language proposed in Article 14.14 is the same language that is found in the SV (14.14), TC (14.14) and FB (14.15) Collective Agreements for which Treasury Board is also the employer. Members of the EB Group should be allowed the same opportunity to take leave without pay when they are elected to full-time office within the Union as other PSAC members in other bargaining units. The Union sees no reason to not include this language in the agreement.

Concerning the new language proposed in Article 14.15, in the last round 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 with the cost of the period of leave. The intent was to change

the mechanism of payment and not the substance or scope of leave for the 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 the life of their Union for legitimate activities is straining labour relations and resulting in grievances. Adding the language suggested by the Union will allow members to continue to take union leave validated by a letter and for which the PSAC will reimburse the Employer.

The proposed changes in Article 14.16 are simply to recognize that, with the exception of Article 14.14, there is 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

14.14 ~~Effective January 1, 2018,~~ **L**leave granted to an employee under ~~articles~~ **clauses** 14.02, **14.07, 14.08,** 14.09, 14.10, 14.12, 14.13 will be with pay **for a total of cumulative maximum period of three (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 the joint agreement.

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 23). It outlines a procedure and timeline for repayment of gross salary and benefits to the Employer. This provision was agreed to only in the last round of bargaining, 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 during the last round of negotiations in order to prevent disruptions in pay which could occur with Phoenix. Moreover, the Employer identified reducing the pay administration burden as one of its key objectives in this round of bargaining (Exhibit 24).

The Union sees no need to place an arbitrary cap on participation in Union activities by employees, nor does it see any need introduce changes to the Union leave provisions that have been working well since the last round of bargaining. We therefore respectfully request that the PIC dismiss this demand.

ARTICLE 17

SEXUAL HARASSMENT

PSAC PROPOSAL

Change title to: HARASSMENT AND ABUSE OF AUTHORITY

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

17.02 Definitions:

a) Harassment, violence or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation, or other physical or psychological injury, or illness to an employee, including any prescribed action, conduct or comment.

b) Abuse of authority occurs when an individual uses the power and authority inherent in his/her position to endanger an employee's job, undermines the employee's ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influences the career of the employee. It may include intimidation, threats, blackmail or coercion.

~~**17.02**~~ **17.03**

(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.

~~**17.03**~~ **17.04**

By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with ~~sexual~~ harassment. The selection of the mediator will be by mutual agreement **and such selection shall be made within thirty (30) calendar days of each party providing the other with a list of up to three (3) proposed mediators.**

~~17.04~~ 17.05

Upon request by the complainant(s) and/or respondent(s), 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*.

17.06

a) No Employee against whom an allegation of discrimination or harassment has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary.

b) If at the conclusion of any investigation, an allegation of misconduct under this Article is found to be unwarranted, all records related to the allegation and investigation shall be removed from the employee's file.

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 now 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.

The amended Act defines harassment and violence to mean "*any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment*" (amended section 122(1)).

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)).

These duties also apply in relation to former employees, if the occurrence of workplace harassment and violence becomes known to the Employer within three months of the employee ceasing employment. This timeline, however, may be extended by the Minister in the prescribed circumstances (new sections 125(4) and 125(5).

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 19

SICK LEAVE WITH PAY

PSAC PROPOSAL

Medical Certificate

19.XX In all cases, a medical certificate provided by a legally qualified medical practitioner shall be considered as meeting the requirements of paragraph 19.02(a).

19.XX 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. Employees required to provide a medical certificate shall also be granted leave with pay for all time associated with the obtaining of said certificate.

RATIONALE

The Union is proposing that a medical certificate provided by a legally qualified medical practitioner shall be considered as meeting the requirements of paragraph 19.02(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 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 19 of the parties' current collective agreement provides the Employer with excessive and unnecessary flexibility. As a result of the language in the current 19.02 (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 25). Furthermore, after having presented its case to a Public Interest Commission 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 26)

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.

ARTICLE 20

VACATION LEAVE

PSAC PROPOSAL

Accumulation of vacation leave credits

20.02 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~~.~~**;**

Scheduling of vacation leave with pay
Clause ED-20.05 applies only to the ED Group:

ED 20.05 Granting of vacation leave with pay

In scheduling vacation leave with pay, the Employer shall, subject to the operational requirements of the service, make every reasonable effort:

a. to grant the employee his or her vacation leave during the fiscal year in which it is earned and in a manner acceptable to the employee, if so requested by the employee prior to March 31, for periods of leave which extend between May 1

and October 31 and if so requested by the employee prior to October 1, for periods of leave which extend between November 1 and April 30;

b. to grant an employee vacation leave when specified by the employee if:

   i. the period of vacation leave requested is less than a week and

   ii. the employee gives the Employer at least two (2) days' advance notice for each day of vacation leave requested.

c. The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in (b).

d. **The Employer shall respond to vacation leave requests provided under 20.05 a. by April 20 (for the period between May 1 and October 31) and by October 20 (for the period between November 1 and April 30).**

Clause LS/EU-20.05 applies to the LS Group and EU Group only:

LS/EU 20.05

a. Employees are expected to take all of their vacation leave during the vacation year in which it is earned.

b. ~~In order to maintain operational requirements, the Employer reserves the right to schedule employee's vacation leave but~~ **The Employer** shall make every reasonable effort to provide an employee's vacation in an amount and at such time as the employee may request**, subject to operational requirements.**

20.08

a) The leave entitlement for the current vacation year shall be used first.

b) Where in any vacation year an employee has not **used** ~~been granted~~ all of the annual leave credited to him or her, the unused portion of annual leave in excess of 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.

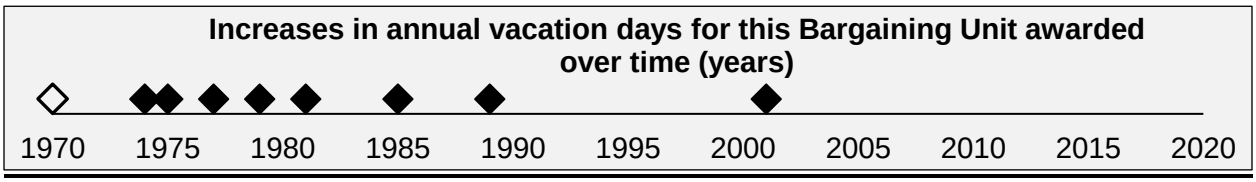
RATIONALE

For Article 20, the Union proposes to

i. increase annual leave entitlements and bring them in line with those that are currently afforded Civilian Members at the Royal Canadian Mounted Police (RCMP), which have been deemed into the public service; to
ii. Specify response times for Vacation Leave requests for the ED sub-group; to
iii. Clarify vacation granting process for the LS sub-group; and to
iv. amend language pertaining to vacation carry-over entitlements.

Updating annual vacation entitlements

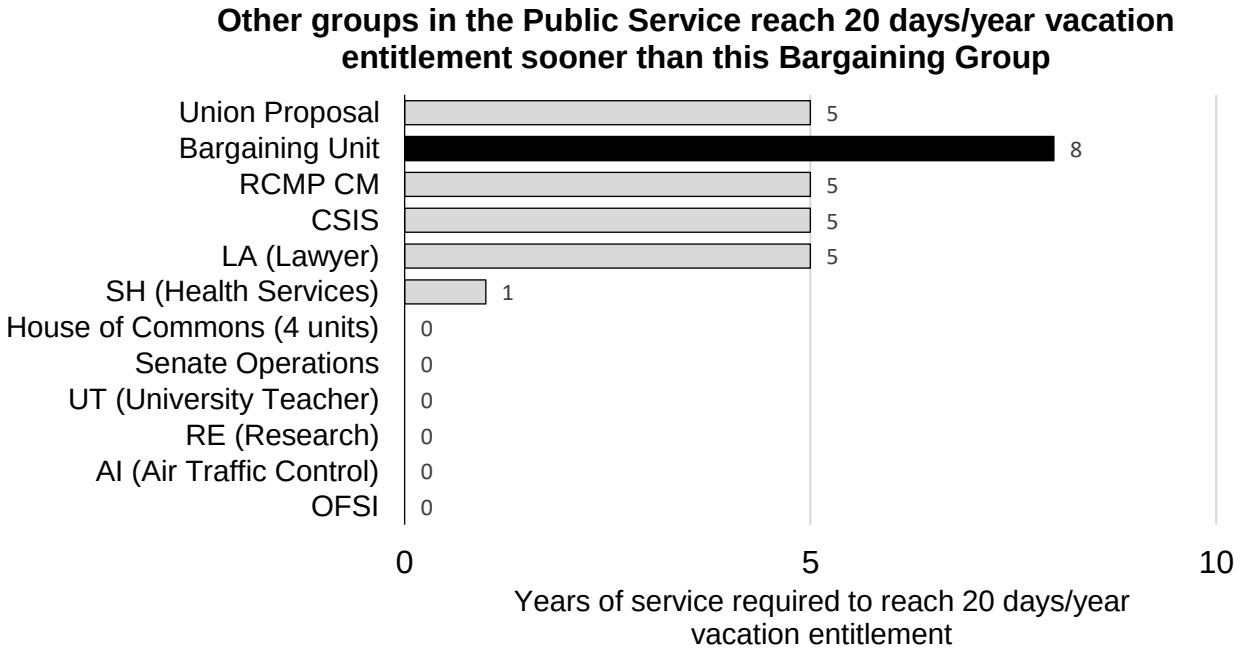
Vacation entitlements for this bargaining unit have not been updated in 20 years and consequently fall behind those of many other bargaining units in the broader federal sector.



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 Civilian Members) fewer vacation days compared to other groups in the federal public sector (see below).

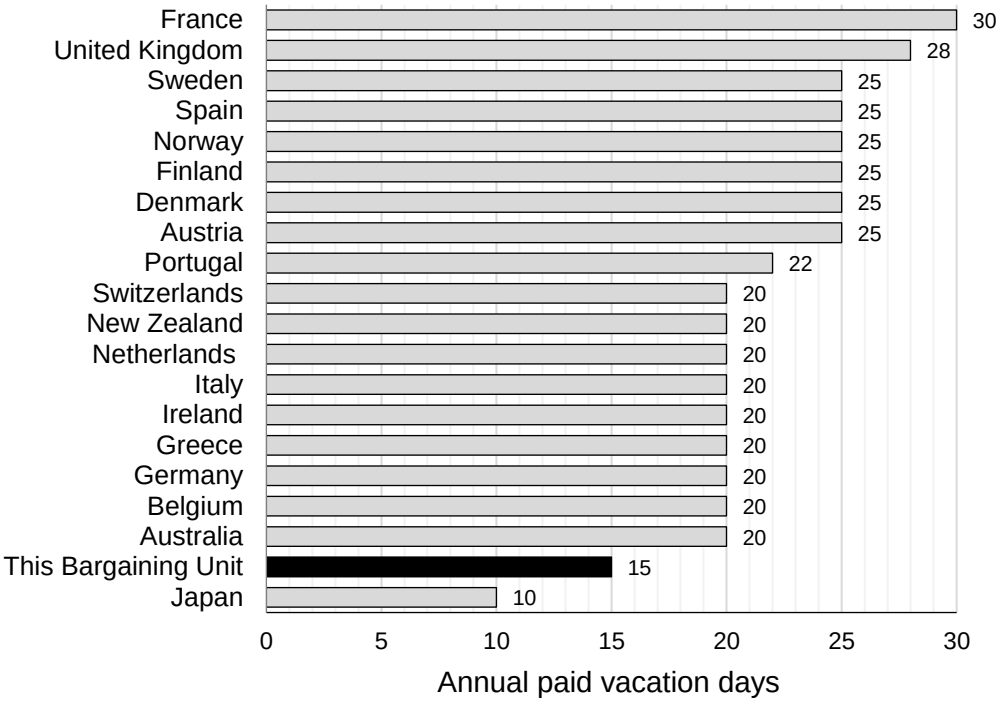
	Percent difference in vacation days over 30 years (TB core units versus other)
RCMP CM	-10%
CSIS	-5%
LA (Lawyers)	-6%
SH (Health Services)	-7%
House of Commons (4 units)	-9%
Senate Operations	-9%
UT (University Teachers)	-6%
RE (Research)	-6%
AI (Air Traffic Control)	-8%
OFSI (Office of the Superintendent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

The Union's proposal is to provide this bargaining unit the same vacation entitlements and accruement patterns already available to RCMP Civilian Members (CMs). 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. This is very reasonable and already found in other groups in the public sector as well as the Civilian Members of the RCMP. Many groups in the federal public service have a starting entitlement (in year 0) of 20 vacation days per year (please see graph below).



The Union's proposal to increase vacation days to 20 per year is below that of countries in the European Union and the vast majority of OCED countries. The European Union has established a floor of at least 20 working days of paid vacation for all workers. Similarly, other OECD countries, except for Japan, have a starting rate of 20 vacation days per year or more[55] (please see graph below). Increasing vacation days to 20 per year after five years is therefore very reasonable.

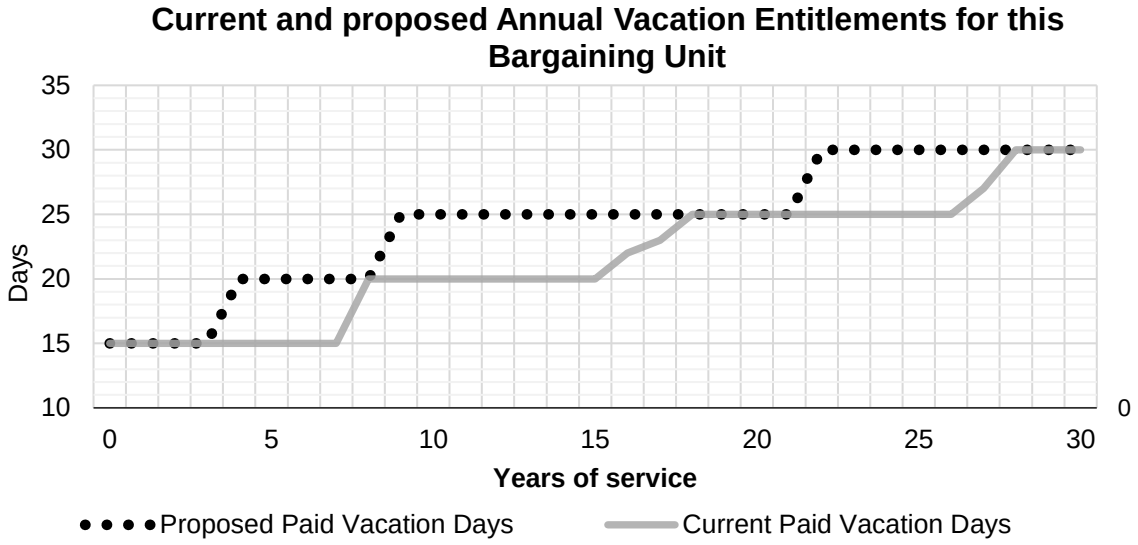
Mandated annual paid vacation days in OECD Nations (in working days) 2019



With this proposal, employees would also earn 25 vacation days sooner, after 10 years of service. Matching vacation entitlements to the RCMP Civilian Member (CM) pattern would also increase the total number of vacation days over 30 years. In the graph below, the solid grey line refers to the current pattern of this Bargaining Unit. The black dotted

[55] *The United States remains devoid of paid vacation (and paid holidays) and were not included.* No-Vacation Nation, Revised; Center for Economic and Policy Research; Adewale Maye, May 2019 (accessed August 25, 2019) http://cepr.net/images/stories/reports/no-vacation-nation-2019-05.pdf

line pertains to the proposed changes, based on the RCMP CM pattern. RCMP CMs will join the federal public service and work side by side with current Bargaining Unit members. Current Bargaining Unit members should have the same vacation entitlements as the new employees joining from the RCMP.



Demographics in Canada's Federal Public Service have shifted over the last five years, where, prior to 2015 baby boomers (born between 1946 and 1966) made up the largest group core of federal public servants. As of 2018, more Generation Xers (born between 1967 and 1979) represent the largest proportion of public service workers (40.6%).[56]Offering attractive benefits including more paid vacation days sooner, will help to continue attracting and retaining talented Millennials and Generation Xers to the federal public service.

Vacations are a win-win for both employees and organizations alike. Recent research showed that 64 per cent of people are refreshed and excited to return to their jobs

[56] **Demographic Snapshot of Canada's Public Service 2018 (**accessed August 25, 2019) https://www.canada.ca/en/treasury-board-secretariat/services/innovation/human-resources-statistics/demographic-snapshot-federal-public-service-2018.html

Aperçu démographique de la fonction publique du Canada, 2018
https://www.canada.ca/fr/secretariat-conseil-tresor/services/innovation/statistiques-ressources-humaines/apercu-demographique-fonction-publique-federale-2018.html

following vacations. Employees cite *avoiding burnout* as their most important reason to take vacation days (Exhibit 27). Research supports this – stress is directly linked to health conditions ranging from headaches to cardiovascular diseases, cancer, and many types of infections as a result of an immune system weakened by stress. Taking vacations reduces the incidence of burnout (Exhibit 28). Research also shows that *productivity* improves when employees take time off and recharge. According to a 2013 Society for Human Resource Management (SHRM) study, employees who take more vacation time outperform those who do not[57]. CEOs rate *creativity* as a key trait for employees, however, especially younger generations, face a dramatic "creativity crisis". Taking a vacation leads to a change of pace and a 50 per cent spike in creativity, which, again benefits both employees and employers.[58]

Taking "time off" has a host of benefits for employers and employees. Bargaining Unit members have not received increases in vacation allotments in 20 years and current vacation entitlements are significantly below that of other groups in the public service and the RCMP. Considering these reasons, the Union respectfully asks the Commission to include this proposal in their recommendation.

Specify Request Response Times & Clarify Process

With respect to the modifications proposed for the current ED 20.05, there have been issues with the response time on requests for vacation leaves. Employees who have requested Summer leave within the timelines prescribed in this article have found themselves receiving a response after the leave period has begun. In instances where no response is received in time for the requested leave, Employees find themselves in difficult situations of delaying their leave or requesting other types of leave to compensate for the employer's delays. Employees who respect the timelines agreed to by both parties

[57]Vacation's impact on the workplace https://www.shrm.org/hr-today/trends-and-forecasting/research-and-surveys/Documents/SHRM-USTravel-Vacation-Benefits-Workplace-Impact.pptx

[58]Three Science-Based Reasons Vacations Boost Productivity https://www.psychologytoday.com/ca/blog/feeling-it/201708/three-science-based-reasons-vacations-boost-productivity

for the submission of leave requests should expect a response within a reasonable amount of time.

The practice of providing a response to vacation leave requests is not unheard of, as a number of collective agreements between the Employer and various bargaining agents commit the employer to provide a response to vacation leave requests by specific dates (Exhibit 29). The Union is therefore proposing a similar commitment from the employer for members of this bargaining unit.

In Article LS/EU 20.05, the Union is proposing a modification to the manner in which vacation leaves are scheduled in order to provide for greater internal consistency. The language in LS/EU 20.05 currently provides the Employer with the authority to schedule an Employee's vacation leave, with the Employee's preferences relegated to a secondary consideration. The language in clause ED 20.05 grants other Employees in the bargaining unit with a greater influence over the time and duration of their vacation leave by stating that scheduling will occur in a manner that is acceptable to the Employee. The Union is proposing that this imbalance of power be corrected, and that an Employee's preferences regarding vacation leave scheduling be given equal consideration by the Employer regardless of the Employee's classification.

<u>Amendment of Article 20.08: carry-over language</u>

The Union proposes to amend the wording in Article 20.08 to provide clarification to the interpretation of leave carry-over provision:

> *20.08 Carry-over and/or liquidation of vacation leave*
>
> *b) Where, in any vacation year, an employee has not* ***used*** ~~*been granted*~~ *all of the annual leave credited to him or her, the unused portion of annual leave in excess of 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.

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.

Several unions raised concerns about management's interpretation of carry-over at the at the Union of National Defence Employees' National Union-Management Consultation Committee this past summer (Exhibit 30). Following the UMC consultation, the Employer advised management that, in the spirit and intent of the provisions, bargaining Unit members should be allowed to carry over their unused credits into the next year if they were unable to use them in the current year. Life happens and it is not acceptable to punish our members either by allowing management to assign vacation times or to force members to give up their unused vacation time altogether. This proposal will ensure that management in all departments allows bargaining unit members to carry forward the vacation days they are entitled to. Considering these factors, the Union respectfully requests that the Commission include its proposals for Article 34 in its recommendation.

EMPLOYER PROPOSAL

Entitlement to Vacation Leave with Pay

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

The Employer has not demonstrated a need to change continuous *employment* to continuous *service* in the context of vacation leave entitlement within the first six months of employment. The Union rejects this concessionary proposal.

None of the Treasury Board collective agreements have similar language. This proposal would introduce new language and concessionary provisions to the federal public service collective agreements.

The purpose of the clause is not to limit vacation entitlements or make it more difficult to earn them. As it currently stands, the clause ensures that employees, after six months of employment, can access an advance of credits equivalent to the credits they will earn in the current vacation year.

The Employer wants to replace continuous employment with continuous service as it pertains to vacation entitlements. This would have negative consequences for our members. Continuous *service* is used to determine rates of pay and increment dates based on services rendered. It is "*an unbroken period of employment in the public service in the context of determining the rate of pay on appointment. Continuous service is broken when employment ceases between two periods of public service employment for at least one compensation day* (Directive on Terms and Conditions)."[59] Continuous *employment* is "*one or more periods of service in the public service, as defined in the Public Service Superannuation Act, with allowable breaks only as provided for in the terms and*

[59] Directive on Terms and Conditions of Employment http://publications.gc.ca/collections/collection_2017/sct-tbs/BT43-125-2017-eng.pdf
Directive sur les conditions d'emploi https://www.tbs-sct.gc.ca/pol/doc-fra.aspx?id=15772

conditions of employment applicable to the person." (Directive on Terms and Conditions)." In the current collective agreement, *Accumulation* of *vacation leave credits* includes continuous and discontinuous service, therefore breaks in service would be allowed.

EB 20.03

a. For the purpose of clause 20.02 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

In other words, if an employee has any break in *service* within the first six months of employment, they would not earn vacation entitlements during that break. If the six months are based on continuous service, in effect, employees would be punished for breaks in employment that may be entirely out of their control. The Employer's proposal would result in different working conditions for members of the same bargaining unit, in similar positions, doing the same work. This is not fair or reasonable and not in the spirit of the clause.

It is for these reasons that the Union respectfully asks the Board not to include this proposal by the Employer in its recommendations.

ARTICLE 21

DESIGNATED PAID HOLIDAYS

PSAC PROPOSAL

21.01 Subject to clause 21.02, the following days shall be designated paid holidays for employees:

(a) New Year's Day;
(b) Good Friday;
(c) Easter Monday;
(d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday;
(e) National Indigenous Peoples Day
(f) ~~(e)~~ Canada Day;
(g) ~~(f)~~ Labour Day;
(h) ~~(g)~~ the day fixed by proclamation of the Governor in Council as a general day of thanksgiving;
(i) ~~(h)~~ Remembrance Day;
(j) ~~(i)~~ Christmas Day;
(k) ~~(j)~~ Boxing Day;
(l) ~~(k)~~ **two (2)** ~~one~~ additional days in each year that, in the opinion of the Employer, ~~is~~ **are** recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional ~~day is~~ **days are** recognized as a provincial or civic holiday, the **third Monday in February and the** first (1st) Monday in August;
(m) ~~(l)~~ one additional day when proclaimed by an Act of Parliament as a national holiday.

21.05

(a) When an employee works on a holiday, he or she shall be paid **double (2) time** ~~and time 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:
(i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday;
and
(ii) pay at **double (two (2)** ~~one and 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

(iii) ~~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.~~

RATIONALE

The Union is proposing two modifications to the current Article 21.01 to (a) include two additional days as designated holidays: Family Day and National Indigenous Peoples Day; and (b) to increase the rate at which statutory holidays are paid. The Union's proposals are intended to bring designated paid holidays in line with what is found in other collective agreements; and, consistent with the Union proposal in the Article 48 – Overtime to simplify pay administration to a single rate of pay when an employee works on a designated paid holiday, and to contribute to a better work-life balance.

The rationale behind the Union's proposal for Family Day is that the vast majority of employees in the bargaining unit work in provinces where a designated paid Family Day holiday exists, but to which they are not currently entitled. Family Day, celebrated on the 3rd Monday of February, is a statutory holiday in five provinces: Alberta, British Colombia, New Brunswick, Ontario and Saskatchewan. The third Monday in February is also a designated paid holiday in three other provinces: Prince Edward Island (Islander Day), Manitoba (Louis Riel Day) and Nova Scotia (Heritage Day); and in one territory, Yukon (Heritage Day).

Family Day was created for employees to have a mid-winter long weekend to spend time with their families, contributing to a better work-life balance. The practical impact on members of the bargaining unit is that schools, daycare facilities and other services are not open that day, forcing employees to scramble to make other childcare arrangements, or requiring them to take another day of leave. The Union's proposal would not only ensure that employees in the bargaining unit have access to a holiday that is already provided to millions of other Canadian workers, but at the same time not require employees to take a day out of their annual leave on that same day due to their family responsibilities.

Additionally, the Union proposes to include an additional statutory holiday on June 21 of each year, National Indigenous Peoples Day. June 21 is culturally significant as the summer solstice, and it is the day on which many Indigenous peoples and communities traditionally celebrate their heritage. Additionally, recognizing a National Indigenous Peoples Day would fulfill recommendation #80 of the Truth and Reconciliation Commission's Call to Action report:

> *80. We call upon the federal government, in collaboration with Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to honour Survivors, their families, and communities, and ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process.* (Exhibit 31)

Based on this report, a private member's bill, C-369, was introduced and has already passed the first reading in the Senate. As recognized in the bill, the purpose of the Act is: "*to fulfill the Truth and Reconciliation Commission's Call to Action #80 by creating a federal holiday called the National Day for Truth and Reconciliation which seeks to honour Survivors, their families, and communities, an ensure that public commemoration of the history and legacy of residential schools, and other atrocities committed against First Nations, Inuit and Metis people, remains a vital component of the reconciliation process."* (Exhibit 32).

The Union considers the recognition of this day as a designated paid holiday in the Collective Agreement not only as an opportunity for the Employer to actively embrace the reconciliation process, but also to allow employees, institutions and communities to celebrate and honor the indigenous population and commemorate their shared history and culture.

Lastly, the Union proposes that all designated paid holidays be compensated at the rate of double time in order to have 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. (Exhibit 24)

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

EMPLOYER PROPOSAL

21.01 For greater certainty, employees who do not work on a Designated Paid Holiday are entitled to seven decimal five (7.5) hours pay at the straight-time rate.

RATIONALE

The Employer is proposing to clarify that employees who do not work on a Designated Paid Holiday are entitled to seven and a half (7.5) hours pay at the straight time rate. This clause already exists in the EB Collective Agreement in Article 39.02 under the sub-head *Specific application*

Designated paid holidays

a) A designated paid holiday shall account for seven and one-half (7.5) hours.
b) When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the normal daily hours' pay, time and one-half (1 1/2) up to his or her regular scheduled hours worked and

double (2) time for all hours worked in excess of his or her regular scheduled hours.

The Employer has provided no rationale at the bargaining table for adding the proposed "for greater certainty" language to Article 21.01 when it already exists in the Collective Agreement.

The Union therefore respectfully requests that the Employer's proposal not be considered in the Commission's recommendations.

ARTICLE 22

OTHER LEAVE WITH OR WITHOUT PAY

PSAC PROPOSAL

22.06 Parental leave without pay

a. Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for **either:**

   i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period **(standard period),**
   or
   ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended period, in relation to the Employment Insurance parental benefits),

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

b. Notwithstanding 22.06(a)(i) or (ii) where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted shared parental leave without pay or paternity leave without pay for either:

   i. a single period of up to five (5) consecutive weeks in the fifty-seven (57) week period (standard period),
   or
   ii. a single period of up to eight (8) consecutive weeks in the eighty-six (86) week period (extended period, in relation to the Employment Insurance parental benefits),

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

c. 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 **either:**

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

or

ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended period, in relation to the Employment Insurance parental benefits),

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

d. Notwithstanding 22.06(c)(i) or (ii) 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 shared parental leave without pay for either:

i. a single period of up to five (5) consecutive weeks in the fifty-seven (57) week period (standard period),
or

ii. a single period of up to eight (8) consecutive weeks in the eighty-six (86) week period (extended period, in relation to the Employment Insurance parental benefits),

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

f. Notwithstanding paragraphs (a)**, (b), (c)** and (~~b~~**d**):

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.

g. 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.

h. 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.

i. 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.

22.07 Parental Allowance

The parental allowance is payable under two options either 1) over a standard period in relation to the Employment Insurance parental benefits or Quebec Parental Insurance Plan or 2) over an extended period, in relation to the Employment Insurance parental benefits.

Once an employee opts for standard or extended parental leave, the decision is irrevocable. Once the standard or extended parental leave weekly top up allowance is set, it shall not be changed should the employee opt to return to work at an earlier date than that originally scheduled.

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~~**j**), **or (m) to (t)** 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, **shared parental**, paternity or adoption 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. the employee will return to work 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 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 for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with 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:

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

however, an employee whose specified period of employment expired and who is rehired in any portion of the core public administration as specified in the ~~Public Service Labour Relations Act~~ **Federal Public Sector Labour Relations Act** or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency 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).

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 22.06(a)(i) and (b)(i), has chosen 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 for ~~each week of~~ the waiting period, less any other monies earned during this period;

ii. for each week the employee receives parental~~,~~ **or** adoption ~~or paternity~~ benefit**s** 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 parental~~,~~ **or** adoption ~~or paternity~~ benefit**s**, 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 under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period;

iv. where an employee has received the full thirty-five (35) weeks of parental benefit 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) week, ninety-three per cent (93%) of his or her weekly rate of pay 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 38.02(c)(iii) for the same child.

d. Standard Shared Parental Benefit payments or Standard Paternity Benefits made in accordance with the SUB Plan will consist of the following:

i. for each week the employee receives shared parental benefits under the Employment Insurance or paternity benefits under 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 shared parental benefits or paternity benefits, less any other monies earned during this period which may result in a decrease in his or her shared parental benefits or paternity benefits to which he or she would have been eligible if no extra monies had been earned during this period;

e. At the employee's request, the payment referred to in subparagraph 22.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance ~~or Québec Parental Insurance Plan parental benefits~~.

f. The parental allowance to which an employee is entitled is limited to that provided in paragraph**s** (c) **and (d)** 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 Parental Insurance Act in Quebec.

g. The weekly rate of pay referred to in paragraph**s** (c) **and (d)** shall be:

i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental **or shared parental** or paternity 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 **or shared parental or paternity** 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.

h. The weekly rate of pay referred to in paragraph ~~(f)~~ **(g)** shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.

i. Notwithstanding paragraph ~~(g)~~ **(h)**, and subject to subparagraph (~~f~~**g**)(ii), if on the day immediately preceding the commencement of parental **or shared parental or paternity** leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

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

k. Parental**, shared parental or paternity** allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

l. **Under option 1, t**he maximum combined shared, maternity**,** ~~and~~ parental**, shared parental and paternity** allowances payable under this collective agreement shall not exceed fifty-**seven** ~~two (52)~~ **(57)** weeks for each combined maternity, ~~and~~ parental**, shared parental and paternity** leave without pay.

(New)
(Option 2)

Extended Parental Allowance:

m. 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 22.06(a)(ii) and (b)(ii), has chosen to receive Extended 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 for the waiting period, less any other monies earned during this period;

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

n. Extended Shared Parental Benefit payments made in accordance with the SUB Plan will consist of the following:

i. for each week the employee receives shared parental benefits under the Employment 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 shared parental benefits, less any other monies earned during this period which may result in a decrease in his or her shared parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;

o. At the employee's request, the payment referred to in subparagraph 22.07(m)(i) and 22.07(n)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.

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

q. The weekly rate of pay referred to in paragraphs (m) and (n) shall be:

i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental or shared 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 or shared 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.

r. The weekly rate of pay referred to in paragraphs (m) and (n) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.

s. Notwithstanding paragraph (r), and subject to subparagraph (q)(ii), if on the day immediately preceding the commencement of parental or shared parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

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

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

v. Under option 2, the maximum combined, maternity, parental and shared parental allowances payable under this collective agreement shall not exceed eighty-six (86) weeks for each combined maternity, parental and shared parental leave without pay.

RATIONALE

The new language mostly reflects changes to the EI parental benefits brought in the 2017 and 2018 federal budgets. With respect to Article 22.06 the Union has mostly deferred to the Employer's proposed language and we believe the parties are in agreement. The disagreement between the parties mostly pertains to the Union's proposal that the ninety-three per cent (93%) supplementary parental allowance shall apply for the entirety of the new extended parental leave without pay. To better understand the Union rationale for the suggested changes in Article 22.07, some additional context is useful. The 2017 and 2018 improvements to EI parental benefits affected the supplementary allowances included in the Collective Agreement. Under the new EI rules there are additional 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.

In addition, parents are eligible to receive extra weeks of parental benefits when the leave is shared.

Parents need to select their option for EI parental benefits (standard or extended) at the time of applying for EI benefits. Under the current Collective Agreement, the maximum shared maternity and parental allowances payable is 52 weeks, which includes 35 weeks of parental allowance. However, the parental leave top-up provision continues to apply, and if employees elect to receive the lower replacement benefits over a 63-week period, they remain entitled to the difference between EI parental benefits and 93 per cent of their weekly rate of pay for the first 35 weeks (Exhibit 33). Moreover, under the current language, when an employee is on extended leave, the parental top-up allowance ceases at the end of the 35 weeks but employees are still entitled to receive 33 per cent EI parental benefits for the remainder of the extended parental leave without pay period.

During bargaining, the Employer tabled new language including a supplementary parental allowance that would allow for a top-up equal to 55.8 per cent of the employee's rate of pay for the duration of the extended parental leave (Exhibit 2). The Union rejected the Employer proposal for two specific reasons.

First, 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 Employer proposal, only families where at least one parent earning a high income might be able to take advantage of the extended parental leave options. Otherwise, without access to a proper supplementary allowance, most members of this bargaining unit would be facing a false option where they are expected to choose between the standard period or an extended period that is simply unaffordable. In summary, the payment of parental benefits over a longer period

at a lower benefit rate disincentivizes use and is less likely to be found as a viable option to low-income or single-parent families.

Second, the Union is looking to negotiate improvements for our members, not concessions. As it currently stands, the Employer proposal would result in a net loss of salary for our members on extended parental leave. The Employer calculations are supposedly based upon a cost-neutral approach where the 93 per cent over 35 weeks is converted in 55.8 per cent over 61 weeks. However, our members are currently entitled to 33 per cent for the remaining 26 weeks of leave in addition to 93 per cent for the first 35 weeks. Ultimately, the Employer proposal would be to the detriment of our membership when simply comparing it to status quo as demonstrated by the calculations below.

PARENTAL ALLOWANCE UNDER THE CURRENT COLLECTIVE AGREEMENT FOR AN EMPLOYEE CLASSIFIED AS A CR-04.

	Weekly Rate of Pay (maximum)	Weekly Rate of Pay (93%)	Weekly EI Benefit (93%)	Weekly ER SUB Cost	EE Weekly Total Remuneration
First 35 weeks	$987.39	$918.27	$325.84	$592.43	$918.27
Next 26 weeks	$987.39		$325.84		$325.84

	Salary	Weeks	EI Overall Payments to EE	ER Overall SUB Cost	EE Total Remuneration
First 35 weeks	93%	35	$11,404.40	$20,735.14	**$32,139.54**
Next 26 weeks	33%	26	$8,471.84	$0.00	**$8,471.84**
Total		61	$19,876.24	$20,735.14	**$40,611.38**

61 weeks of full pay for an employee classified as a CR-04 would equal $60,230.79, therefore, as illustrated by the table above, the existing arrangement is worth 67.4 per

cent of a CR-04's salary over the same period. A supplementary allowance below 67.4 per cent of a CR-04 weekly salary would result in cost saving for the Employer but conversely in a significant monetary concession for our members. If the Union were to agree to the Employer proposal of a 55.8 per cent allowance, by using the above example, an employee classified as a CR-04 would see overall compensation reduced by $7000 over a 61-week period.

EXTENDED PARENTAL ALLOWANCE UNDER THE EMPLOYER PROPOSAL FOR AN EMPLOYEE CLASSIFIED AS A CR-04.

	Weekly Rate of Pay (maximum)	Weekly EI Benefit (33%)	ER SUB	Weekly ER SUB Cost	EE Weekly Total Remuneration
61 weeks	$987.39	$325.84	22.8%	$225.12	$550.96

	Salary	Weeks	ER Overall SUB Cost	EE Overall Remuneration	EE Overall Remuneration Loss
61 weeks	**55.8%**	**61**	**$13,732.62**	**$33,608.86**	**-$7,002.52**

Contrary to the Employer proposal, the PSAC is looking to negotiate improvements to the parental leave provision for our members. During bargaining, the Employer response was that the Treasury Board is inclined to mirror the changes in the legislation but is not willing to set a new precedent. However, the changes implemented by the government fell short and did not increase the actual value of employment insurance benefits for employees who take the extended parental leave. Instead, the government is spreading 12 months' worth of benefits over 18 months. Nevertheless, the federal public service is in a unique position to bring about positive changes. With close to 288,000 employees in 2019,[60] the Federal Government is by far the biggest employer in the country and as such, its

[60] Population of the Federal Public Service, Statistics Canada, https://www.canada.ca/en/treasury-board-secretariat/services/innovation/human-resources-statistics/population-federal-public-service.html

ramifications on the Canadian economy, the middle class and the evolution of labour standards and social benefits cannot be denied.

A recent study of the federal public service's influence on the Canadian economy found that federal public service jobs have a meaningful impact on our society. One of the key conclusions of the study was on the contribution of the federal public service to eliminating gender inequality and helping close the employment gap between men and women.[61] In a statement, former Status of Women Minister Maryam Monsef highlighted the main objectives of the changes to the EI parental benefits: "*Encouraging all parents to be engaged in full-time caregiving for their infants will help to create greater financial security for women and stronger bonds between parents and their babies*."[62] Then again, there is still room for improvement as, in comparison to other OECD countries, Canada's paid parental leave places us in the middle in terms of paid time parents have away from work.[63]

The extended leave at 55.8 per cent of income for parents is also not an adequate substitute for a high quality, accessible child care system. In its 2016 reform proposal on maternity and parental EI benefits, the Child Care Association of Canada (CCAC) explained that the extended parental leave coverage would be attractive for parents because affordable child care for children under 18 months is very limited. The Canadian Centre for Policy Alternatives' (CCPA) 2014 study of Child Care fees in Canada's large cities also echoed a similar conclusion. Their findings report that ''*infant spaces (under 1.5 years) are the hardest to find and the most expensive. The number licensed spaces for infants is the lowest of the three age categories.*''.

[61] The Public Services: an important driver of Canada's Economy, Institut de Recherche d'Informations Socioéconomiques (IRIS), September 2019, https://cdn.irisrecherche.qc.ca/uploads/publication/file/Public_Service_WEB.pdf
[62] 'Use-it-or-lose-it' extended parental leave coming in 2019, CTV News, September 26, 2018 https://www.ctvnews.ca/canada/use-it-or-lose-it-extended-parental-leave-coming-in-2019-1.4110069
[63] Length of maternity leave, parental leave, and paid father-specific leave, OECD, https://stats.oecd.org/index.aspx?queryid=54760

Most parents who choose an extended leave do so because they cannot find openings nor afford to put their infant in child care if they were to return to work after 12 months. CCPA's report finds that ''the high cost of providing infant care means that many centres are unable to sustain it while many families cannot afford full-infant fees'' and that parents working in large cities such as Toronto are faced with a median full-day infant child care fees of $1,676 a month.

Once again, our objective is to extend the current 12 months of maternity and parental leave top up to the full 18-month period. A 93 percent income replacement rate of combined EI benefits and top-up payments is assumed to equal the usual full salary, due to tax and other advantages. Employers are meant to gain from this program since employees are enticed to return to the same employer, which helps retain experienced employees and reduce retraining or new hiring. Indeed, 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 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]The Union submits that parental leave income replacement should be seen as a competitive factor which helps them attract and retain employees.

For all the reasons above, the Union respectfully requests that the Commission include the Union's proposals for Article 22.06 and Article 22.07 in its recommendations.

[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
Statistiques Canada, Prestations complémentaires versées par l'employeur, par Katherine Marshall, https://www150.statcan.gc.ca/t1/tbl1/fr/tv.action?pid=1110002801&request_locale=

ARTICLE 22.09

COMPASSIONATE CARE AND CAREGIVING LEAVE

PSAC PROPOSAL

v. Compassionate Care and Caregiving Leave

A. ~~Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraphs 22.09(b)(ii) and (iv) above, an~~ **An** employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits**, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** may be granted leave ~~for periods of less than three (3) weeks~~ **without pay while** in receipt of or awaiting these benefits.

~~**B.** Leave granted under this clause may exceed the five (5) year maximum provided in paragraph b(iii) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.~~

B. The leave without pay described in 22.09 c) v) A. shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.

C. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits**, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** has been accepted.

D. When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits**, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** has been denied, clause~~s~~ 42.01 ~~and 42.02~~ above cease**s** to apply.

E. 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.

F. Where an employee is subject to a waiting period before receiving Compassionate Care benefits or Family Caregiver benefits for children or

adults, he or she shall receive an allowance of ninety-three per cent (93%) of her weekly rate of pay.

G. Where an employee receives Compassionate Care benefits or Family Caregiver benefits for children or adults under the *Employment Insurance Plan*, he or she shall receive the difference between ninety-three per cent (93%) of his or her weekly rate and the Employment Insurance benefits for a maximum period of (7) seven weeks.

RATIONALE

Concerning changes made in Articles 22.09 v. A. to G., the Union believes that both parties are mostly in agreement. These amendments consist of housekeeping changes brought about by the 2016 Review of the EI system.[65]

Where the Union and the Employer are not in agreement is on the need for a supplementary allowance for workers in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits or Family Caregiver Benefits. In Articles 22.09 v. F. and G., the Union proposes an allowance for the difference between EI benefits and 93 per cent of the employee's weekly rate of pay. This supplementary allowance would cover a maximum period of eight weeks when including the waiting period.

Providing care or support to a loved one who is experiencing a terminal illness, life-threatening injury or approaching end of life can be a very difficult experience. Having the proper support from your employer can make a tremendous difference in easing those difficulties. Even if a worker is eligible to receive EI benefits, caring for a gravely ill family member can jeopardize an individual's or a family's financial stability. Having to choose between a living wage and caring for their family member may act as a deterrent to the employee accessing such leave, especially for a family or household consisting of a single-income earner. According to the latest data available, there are more than three

[65] Employment Insurance –Recent Improvements & Overview, Employment & Social Development Canada, https://www.canada.ca/en/employment-social-development/programs/results/employment-insurance.html
Programme de l'assurance-emploi –Récentes améliorations et aperçu. Emploi et Développement social Canada, https://www.canada.ca/fr/emploi-developpement-social/programmes/resultats/assurance-emploi.html

million families in Canada which identify as a single-income earner or lone-parent earner and the number of these families has grown by more than 64,000 between 2015 and 2017[66]. Moreover, remaining at work for financial reasons instead of taking care of a loved one is a difficult decision that could have a serious impact on an employee's mental health. This proposal is about support for the workers when they need it most.

The federal Supplemental Unemployment Benefit (SUB) Program was introduced in 1956 with the goal of subsidizing employees with Employment Insurance (EI) benefits while they are temporarily on a leave without pay. With EI replacing only 55 per cent of previous earnings, a SUB payment helps to further reduce the net loss of earnings. A 93 per cent income replacement rate of combined EI benefits and top-up payments is assumed to equal the usual full salary, due to tax and other advantages. Employers are meant to gain from this program since employees are enticed to return to the same employer, which helps retain experienced employees and reduces the need for retraining or new hiring. Indeed, 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 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."*[67] The Union submits that an employer supplementary allowance for compassionate care and caregiver leave acts as a strong incentive for all employees, to not only return to the workforce after a difficult period, but also stay with the same employer.

The Union's proposal for a supplementary allowance is also predicated upon what has already been established elsewhere within the federal public administration. In a recent

[66] Statistics Canada, Table: 11-10-0028-01 (formerly CANSIM 111-0020), Single-earner and dual-earner census families by number of children, https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1110002801
Statistique Canada, Tableau: 11-10-0028-01 (anciennement connu sous CANSIM 111-0020), Familles de recensement avec un ou deux soutiens selon le nombre d'enfants, https://www150.statcan.gc.ca/t1/tbl1/fr/tv.action?pid=1110002801&request_locale=fr

[67] Statistics Canada, Employer top-ups, by Katherine Marshall, https://www150.statcan.gc.ca/n1/pub/75-001-x/2010102/article/11120-eng.htm#a2
Statistiques Canada, Prestations complémentaires versées par l'employeur, par Katherine Marshall, https://www150.statcan.gc.ca/t1/tbl1/fr/tv.action?pid=1110002801&request_locale=fr

settlement, the PSAC and the National Battlefields Commission, a federal agency under the *Financial Administration Act*, have agreed on an even more extensive supplementary allowance of 26 weeks for employees who are granted a leave without pay for compassionate care and caregiver leave (Exhibit 34).

For all the reasons above, the Union respectfully requests that the Commission include the Union's proposals for Article 22.09 v. in its recommendation.

ARTICLE 26

PAY ADMINISTRATION

PSAC PROPOSAL

26.02 An employee is entitled to be paid **bi-weekly period or bi-monthly, where applicable,** for services rendered at:

a. the pay specified in Appendix A-1 for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment; or

b. the pay specified in Appendix A-1 for the classification prescribed in the employee's certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

Should the Employer fail to pay the employee as prescribed in (a) or (b) above on the specified pay date, the employer shall, in addition to the pay, award the employee the Bank of Canada daily compounded interest rate until the entirety of the employee pay issues have been resolved.

The Employer shall also reimburse the employee for all interest charges or any other financial penalties or losses or administrative fees accrued as a result of improper pay calculations or deductions, or any contravention of a pay obligation defined in this collective agreement.

26.07

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)~~ **one (1)** ~~consecutive working~~ day~~s~~ or shift~~s~~, 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.

26.09

a. **An employee who is required to act at a higher level shall receive an increment at the higher level after having reached fifty-two (52) weeks of cumulative service at the same level.**

b. **For the purpose of defining when employee will be entitled to go to the next salary increment of the acting position, "cumulative" means all periods of acting at the same level.**

26.10

Any NJC allowances an employee is in receipt of when the employee commences to act in a higher classification shall be maintained without interruption during the period the employee is acting.

26.11 Deduction Rules for Overpayments

Where an employee, through no fault of his or her own, has been overpaid in excess of fifty dollars ($50), the Employer is prohibited from making any unilateral or unauthorized deductions from an employee's pay and:

a) **no repayment shall begin until all the employee pay issues have been resolved;**
b) **repayment shall be calculated using the net amount of overpayment;**
c) **the repayment schedule shall not exceed ten percent (10%) of the employee's net pay each pay period until the entire amount is recovered. An employee may opt into a repayment schedule above ten percent (10%);**
d) **in determining the repayment schedule, the employer shall take into consideration any admission of hardship created by the repayment schedule on the employee.**

26.12 Emergency Salary or Benefit Advances

On request, an employee shall be entitled to receive emergency salary, benefit advance and/or priority payment from the Employer when, due to no fault of the employee, the employee has been under paid as a result of improper pay calculations or deductions, or as a result of any contravention of any pay obligation defined in this agreement by the Employer. The emergency advance and/or priority payment shall be equivalent to the amount owed to the employee at the time of request and shall be distributed to the employee within two (2) days of the request. The receipt of an advance shall not place the employee in an overpayment situation. The employee shall be entitled to receive emergency advances as required until the entirety of the pay issue has been resolved.

No repayment shall begin until the all the employee pay issues have been resolved and:

a) **repayment schedule shall not exceed ten percent (10%) of the employee's net pay each pay period until the entire amount is recovered. An employee may opt into a repayment schedule above ten percent (10%);**
b) **in determining the repayment schedule, the employer shall take into consideration any admission of hardship created by the repayment schedule on the employee.**

26.13 Accountant and Financial Management Counselling

The Employer shall reimburse an employee all fees associated with the use of accounting and/or financial management services by an employee if the use of these services is required as a result of improper pay calculations and disbursements made by the Employer.

RATIONALE

Under Article 26.02 the Union proposes to include new language which would pay interest at the Bank of Canada overnight rate to an employee for the entirety of the time that their pay issues have not been resolved. As many as one in three PSAC members affected by Phoenix has incurred out-of-pocket expenses as a result of the debacle resulting from a faulty pay system introduced by the Employer. Several employees have experienced severe personal or financial hardship due to Phoenix. As per the 2018 Public Service Employee Survey Results, 70 per cent of public service workers have been affected to some extent by issues with the Phoenix pay system[68].

As with many other overdue payments, the Union suggests that a daily compounded interest rate is a sensible outcome for employees being without pay. Employees may have missed opportunities to earn interest either in their savings accounts or other on investments and should not be further penalized. It is worth mentioning that following the signature of the last collective agreement on June 14, 2017, the Employer required more

[68] Treasury Board of Canada Secretariat, 2018 Public Service Employee Survey: https://www.tbs-sct.gc.ca/pses-saff/2018/results-resultats/bq-pq/00/org-eng.aspx

than two years to accurately pay retroactivity and fully implement the new rates of pay (Exhibit 35).

Additionally, the Union proposes to protect employees against accruing financial penalties or losses as a result of improper pay calculations. When the Phoenix fiasco began, one of the Union's first actions was to secure from the Employer a claims process for expenses incurred because of inaccurate pay. Treasury Board has since provided a list of expenses that are eligible to claim.[69] These include:

- Non-sufficient funds (NSF) and other financial penalty charges resulting from missed or late payments on mortgage payments, condo fees, rent, personal loan payments (car, student, other), household utilities, groceries, or other household expenses;
- Interest charges from credit cards, lines of credit, and/or personal loans used by employees to temporarily pay mortgage payments, condo fees, rent, personal loan payments (car, student, other), household utilities, groceries, or other household expenses;
- Interest and related fees on loans or lines of credit required for the repayment of source deductions on an overpayment (that is, the difference between the gross and net payment);
- Reimbursement of increased income taxes that will not be reversed or offset from amendments to the employee's current, previous or future income tax returns;
- Fees for early withdrawal of investments and withdrawals from savings accounts;
- Fees and related charges from tax advisory providers to amend a previously filed income tax return following the issuance of amended tax slips.

[69] Treasury Board of Canada Secretariat, Claims for expenses and financial losses due Phoenix: claim out-of-pocket expenses: https://www.canada.ca/en/treasury-board-secretariat/services/pay/submit-claim-pocket-expenses-phoenix.html

As demonstrated by the list above, the Employer is willing to ensure that employees do not suffer financial losses because of Phoenix. However, the Union believes that this should not only apply to Phoenix-related issues, but also to any future payment delays. It is still unclear what will happen with the pay system in the future but regardless of the circumstances, the Union submits that penalties for late payments should be enshrined in the Collective Agreement. No employee should suffer financial penalties or losses because of the Employer issuing improper pay.

Furthermore, the Union is proposing new language on deduction rules for overpayments as well as language on emergency salary or benefit advances. Following the Phoenix debacle, the Union staunchly advocated for more flexibility in the recovery system and on March 9, 2018, Treasury Board released an information bulletin explaining that changes have been made to the directives concerning recoveries, including emergency salary advances and priority pay. Following these new directives, when overpayments are discovered, recovery shall not begin until the following criteria have been met (Exhibit 36):

- All monies owed to the employee has been paid out.
- The employee experiences three stable pay periods.
- A reasonable repayment plan has been agreed to by the employee.

Under the Employer's former policy, employees were responsible for repaying the gross amount for any overpayment that was not reconciled in the same calendar year. However, this created huge problems since the employee obviously only received the net amount on the paycheque. The Employer's position was that an employee was expected to receive the difference between the net amount and gross amount in her tax return. The Employer's former policy created a substantial financial burden that has resulted in years of tax return problems for thousands of workers. Moreover, as per the Employer's existing directives at the time, most departments instructed the Pay Centre to recover emergency salary advances or priority pay from the employee's next pay cheque. This resulted in many employees being caught in a cycle of needing to access emergency pay time and time again because pay problems were often not resolved by their next pay cheque.

Including the Union's proposal in the Collective Agreement would simply protect the reasonable process that is currently in place for repayment procedures. It would ensure that the burden of calculating an overpayment and repaying it immediately would not be foisted on employees anymore.

Finally, the Union proposes language to help alleviate some of the tax-related financial losses caused by Phoenix pay problems. Currently public service workers impacted by Phoenix can reach out to tax experts to help determine if there are errors on their T4s and determine whether there are tax implications for those errors. Members can be reimbursed for this tax advice up to $200 per year.[70] The Union proposes that if these services are required as a result of improper pay calculations, all fees associated with the use of accounting and/or financial management services shall be reimbursed by the Employer.

The Employer may argue there is no need for any these new provisions because they are already in place. If so, the Union would suggest that Treasury Board should not have any objections about including these new provisions in the Collective Agreement. Having tangible language in the Collective Agreement is essential because provisions in the agreement are enforceable and can be shielded from changes in government. If both parties are committed to solving the Employer pay administration issues, then we would suggest that there is no better way than making that commitment as part of the collective bargaining process. Moreover, the Collective Agreement is an information tool for our members, and it provides guidance to employees in obtaining information on their rights. Obligations from the Employer that are reflected in the Collective Agreement are usually accessed at a greater rate than those ensconced in the Employer policies or directives.

[70] Treasury Board of Canada Secretariat, Claims for expenses and financial losses due to Phoenix: reimbursement for tax advice: https://www.canada.ca/en/treasury-board-secretariat/services/pay/submit-claim-fees-tax-advisory-services.html

Acting Pay

Concerning the Union proposals in Articles 26.09 and 26.10, time spent by employees in acting assignments currently do not count towards an increment in that position. There are many cases of employees deployed to acting positions for considerable periods of time. An employee acting continually will progress up their pay scale. However as soon as there is a break in that acting period, they must restart the acting assignment at a lower step on the pay grid, The Union is proposing language that would make sure that all time spent in an acting position counts towards an increment in that position. In theory, increments are meant to reward an employee as he learns the job and is better able to perform the work in that position. If an employee is acting in a higher position for a prolonged period of time, this should be recognized by providing a mechanism for the employee to move up the pay grid in that position. Additionally, this proposal is virtually identical to what the PSAC negotiated with the Canada Revenue Agency (Exhibit 37). The Union sees no reason as to why this arrangement should be in place for PSAC members working at CRA and not for those working in the core public administration

With respect to Article 26.07, 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.

Article 26.02 of the parties' current agreement states that:

An employee is entitled to be paid for services rendered at:

> *(a) the pay specified in Appendix A for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment;*

or

(b) the pay specified in Appendix A for the classification prescribed in the employee's certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

The Union submits that the three-day threshold contained in the current Article 65.07 is inconsistent with the current Article 65.02, 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.

What the Union is proposing for the Phoenix-related portions of Article 26 is mostly consistent with measures that have been agreed by Treasury Board. The additional portions on acting pay are modest and reasonable changes to how employees are paid for acting at a higher level. As such, the Union respectfully requests that its proposals for Article 26 be included in the Commission's recommendations.

ARTICLE 32

DISCIPLINE

EMPLOYER PROPOSAL

32.05 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 single period of leave without pay in excess of six (6) 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, a recognition of the correction. Two years is a 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. What matters most is the passage of enough time to allow the employee to demonstrate correction and “clean the slate”.

The proposal to exclude periods of leave without pay (LWOP) greater than six months is also worrisome to the Union for other reasons.

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; and
- education or career development leave.

Unpaid leaves such as these are often greater than six months, and employees taking such leaves would have records of discipline in their personnel files much longer than other employees. At the same time, employees who are absent from the workplace on extended leaves with pay (such as sick leave with pay) would not be treated in the same manner. 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 33

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

PSAC PROPOSAL

33.03 Upon written request of an employee, ~~the~~ **all elements of the** personnel file**(s)** of that employee shall be made available **for the employee** ~~once per year~~ for his or her examination in the presence of an authorized representative of the Employer. **The Employer agrees to ensure the privacy and confidentiality of the employee's personnel file.**

33.04 At no time may electronic monitoring systems be used as a means to evaluate the performance of employees, or to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.

RATIONALE

With respect to the Union's proposal for 33.03, the Union is proposing several amendments. The first amendments that the Union is seeking would ensure that employees have access to all elements of their personnel file(s) upon request rather than limiting their access to once per year. It has been the experience of members of the bargaining unit that the employer's practice of maintaining different elements of an employee's overall personnel file has had the effect of limiting the employee's access to their own files. Members of the bargaining unit who request their personnel file are frequently asked to specify which parts of their files they wish to consult. However, without the ability to know specifically what is contained in their file, members may find themselves unable to properly answer this question. Therefore, the Union is proposing language that would ensure that employees who request a copy of their personnel file would have the right to request the file in its entirety rather than have to request individual elements.

The Union's is also proposing to remove the language in 33.03 limiting the number of times an employee may access their personnel file to once per year. This limit is arbitrary and unnecessarily employees' access to their own files. What's more, with the increasing use of digital files, a reality that the employer acknowledged in their initial proposal on this article (since withdrawn, Exhibit 38), any administrative burden required to gather these files should be reduced since the time that this language was negotiated by the parties. Therefore, the Union is asking that the employer agree to grant members of this bargaining unit be granted the same frequency of access to their personnel files as they have granted to at least seven other bargaining units (Exhibit 39).

The final amendment proposed by the Union in 33.03 is a commitment from the employer that measures be taken to ensure the privacy and confidentiality of personnel files. The Union is making this proposal in order to ensure that the security and privacy of the members of the bargaining unit are protected. Although it may have certain advantages, the practice of maintaining files in digital form carries with it some risk, namely the risk that the confidentiality of personnel files may be breached. For this reason, the Union is proposing an amendment stating that the Employer work to ensure the privacy and confidentiality of employee files.

A significant number of employees in the EB bargaining unit work in an environment where surveillance cameras and other forms of equipment are common. This includes members who work in correctional facilities, as well as on National Defense bases and 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 this surveillance for evaluation or disciplinary purposes is inappropriate and excessive.

Furthermore, arbitrators have been generally of the view that video 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.[71]

As a result, the Union is proposing that the language contained in the Canada Post collective agreement covering workers in Canada Post postal plants be included in the collective agreement (Exhibit 40), and respectfully requests that the Commission include this language in its recommendations

[71] 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.

ARTICLE 50

TECHNOLOGICAL CHANGE

PSAC PROPOSAL

50.01 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.

50.02 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.**

50.03 ~~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.

50.04 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.

50.05 The written notice provided for in clause 50.04 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.

50.06 As soon as reasonably practicable after notice is given under clause 50.04, the Employer shall consult meaningfully with the Alliance, **at a mutually agree upon time,** concerning the rationale for the change and the topics referred to in clause 50.05 on each group of employees, including training.

50.07 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.

RATIONALE

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 Spring 2018 Independent Auditor's Report on Building and Implementing the Phoenix Pay System succinctly states: "The building and implementation of Phoenix was an incomprehensible failure of project management and oversight" (Exhibit 41). The Union's proposal, particularly Article 24.05 (f), requires that the Employer provide all business case-related documentation and risk assessment (and mitigation options) of how the change pertains to the employees directly impacted; all employees who may be impacted; and how the change pertains to the citizens of Canada, if applicable. Such information provided 360 days in advance of the introduction or

implementation of such technological change (see proposed amendments to Article 50.04) could mitigate the impact on directly affected workers.

The Union's proposed expansion and clarification of applicability of Appendix B, Work Force Adjustment, relative to technological change, is predicated on the importance of the protection of workers relative to their place of work. Further definition of "technological change" in Article 50.02 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, changes to the Phoenix pay system—and the workers impacted by that change—were largely related to software and systems, not equipment or material.

The Union proposal at Article 50.04 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.

Additionally, the Union proposes to delete the first sentence of Article 50.03. This deletion was agreed to by Treasury Board in last round of bargaining with the FB group. (Exhibit 42).

Finally, the Union proposes additional disclosure in Article 50.05 (f) that would provide it with the business case for the technological change and all documented risk assessments. PSAC sought this kind of documentation early in the process which created the then new and ultimately disastrous Phoenix pay system, but the information was denied. When the business case was finally released publicly two years after Phoenix

went live, it became clear that the business case failed to account for real risks to pay specialists or their clients, public service workers and members. None of the risks identified in the formative documents identified the overwork and stress that has been experienced by pay specialists because of system failures and lack of capacity. The idea that employees might not get paid accurately, or get paid at all, was not contemplated. The Union is seeking to expand the language in Article 50.05 so that it may effectively and fulsomely advocate on behalf of its members and meet its legal duties. An open and honest disclosure of the plans and an opportunity for the Union to help assess risks and problems could have led to much different decisions that may have alleviated or even avoided the Phoenix pay disaster.

ARTICLE 67

DURATION

UNION PROPOSAL

67.01 The duration of this Collective Agreement shall be from the date it is signed to June 30, ~~2018~~ **2021**.

EMPLOYER PROPOSAL

67.01 The duration of this Collective Agreement shall be from the date it is signed to June 30, ~~2018~~ **2022**.

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

DOMESTIC VIOLENCE LEAVE

PSAC PROPOSAL

XX:01 The parties recognize that employees may sometimes be subject to domestic violence which may be physical, emotional or psychological, in their personal lives, that may affect their attendance and performance at work.

XX:02 Upon request, an employee who is subject to domestic violence or who is the parent of a child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee to seek care and support for themselves or their children in respect of a physical or psychological injury, to attend at legal proceedings and to undertake any other necessary activities.

XX.03 The total leave with pay which may be granted under this article shall not exceed 75 hours in a fiscal year.

XX:04 The Employer agrees that no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.

XX:05 The Employer will approve any reasonable request from an employee experiencing domestic violence for the following:

- Changes to their working hours or shift patterns;
- Job redesign, changes to duties or reduced workload;
- Job transfer to another location or department or business line;
- A change to their telephone number, email address, or call screening to avoid harassing contact; and
- Any other appropriate measure including those available under existing provisions for family-friendly and flexible working arrangements.

XX:06 All personal information concerning domestic violence will be kept confidential in accordance with relevant legislation, and shall not be disclosed to any other party without the employee's express written agreement. No information on domestic violence will be kept on an employee's personnel file without their express written agreement.

Workplace Policy

XX.07 The Employer will develop a workplace policy on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all employees and will be reviewed annually. Such policy shall explain the appropriate action to be taken in the event that an employee reports domestic violence or is perpetrating domestic violence, identify the process for reporting, risk assessments and safety planning, indicate available supports and protect employees' confidentiality and privacy while ensuring workplace safety for all.

Workplace supports and training

XX.08 The Employer will provide awareness training on domestic violence and its impacts on the workplace to all employees.

XX.09 The Employer will identify a contact in [Human Resources/Management] who will be trained in domestic violence and privacy issues for example: training in domestic violence risk assessment and risk management. The Employer will advertise the name of the designated domestic violence contact to all employees.

RATIONALE

Domestic violence is a workplace issue: Research and Statistics

One-third (33.6%) of Canadian workers have experienced or are experiencing domestic violence (Exhibit 43)[72]. These experiences affect our members' lives, health, job security and financial resources, and have a negative impact on workplaces. Based on the 2014 Pan-Canadian Survey on Domestic Violence and the Workplace, 6.5 per cent of workers in Canada are currently experiencing domestic violence (Exhibit 43). This means out of the approximately 90,900 members (from PA, SV, TC and EB groups), 5,909 of PSAC members from these groups are likely currently experiencing domestic violence, with approximately 32,724 members experiencing domestic violence at some point in their life.

[72] It is important to note that these figures do not capture domestic abuse on children, meaning the impact of domestic violence on our members is likely more alarming, since figures from the 2014 Pan-Canadian Survey on Domestic Violence deal only with intimate partner violence.

Domestic violence has a clear impact on workers and workplaces, with nearly 54 per cent of cases of domestic violence continuing at or near the workplace (Exhibit 43). With an estimated 5,909 members currently experiencing domestic violence, this means that there are possibly 3,191 cases of domestic violence continuing at or near PA, TC, SV and EB workplaces. Based on the 2017 Canadian study investigating the impact of Domestic Violence Perpetration on Workers and Workplaces, where perpetrators were interviewed, 71 per cent of perpetrators reported contacting their partner or ex-partner during work hours for the purpose of continuing the conflict, emotional abuse and/or monitoring (Exhibit 44). One third (34%) of perpetrators specifically report emotionally abusing and/or monitoring their partner or ex-partner during work hours. Of those who reported emotionally abusing their partner or ex-partner during work hours most used messages (calls, emails, texts; 92%) (Exhibit 44). Of those that reported they checked on and/or found out about the activities or whereabouts of their partner or ex-partner, over one-quarter reported that they went by their partners' or ex-partners workplace (27%) and/or their home or another place (29%) to monitor them (Exhibit 44).

Domestic violence is a complex problem with no simple, single solution. However, the union submits that enshrining robust measures in the Collective Agreement is an important step in supporting workers impacted by domestic violence, and functions to dismantle some of the stigma associated with domestic abuse that often leaves survivors dealing with abuse alone, in silence and without support (Exhibit 45). Anticipated stigma, the fear of not knowing whether stigmatization will occur if others knew about one's experiences of abuse, is a serious barrier that prevents survivors from seeking help (Exhibit 46). Strong collective agreement language sends a powerful message of support and understanding to survivors that their Union and Employer are working together to address domestic violence as not only a prevalent social problem but a significant workplace issue that will be compassionately dealt with via fair rules and trained individuals.

Domestic violence is an equity issue

Paid domestic violence leave days, protections and accommodations are provisions that all workers may need to use in their lives. However, it is important to note that domestic violence disproportionately impacts female workers, and in particular Indigenous workers, workers with disabilities and workers of the LGBTQ+ community. The Pan-Canadian survey results reveal that 38 per cent of women and 65 per cent of transgendered people have experienced domestic violence (Exhibit 43). Negotiating domestic violence provisions into the Collective Agreement is not simply the right thing to do but it also ensures equity and fairness for vulnerable workers.

The cost of doing nothing

Evidence demonstrates that the cost of doing nothing outpaces the cost of domestic violence leave on employers, society and the economy at large. Domestic violence in Canada is estimated to cost $7.4 billion a year (Exhibit 47). According to the Department of Justice, spousal violence in Canada costs employers nearly $78-million due to direct and indirect impacts of domestic violence.[73] When costing this proposal, it is essential to estimate how much inaction will continue to cost Canadians and employers.

According to a 2013 World Bank study, there is a clear link between domestic violence and economic growth (Exhibit 48). They found that domestic violence is a significant drain on an economy's resources, and in their cross-country comparison they revealed how countries they examined lost between 1.27 per cent and 1.6 per cent of their GDP due to intimate partner violence. It is also important to recognize that the take-up rate for domestic violence leave remains low in countries that have implemented paid leave. In Australia, for example, the take-up rate is only 0.3 per cent and 1.5 per cent for men and women respectively (Exhibit 48). While costs to employers are "likely to be largely or completely offset by the benefits to employers", data from Australia shows that

[73] This figure is broken down into three main categories; lost productivity due to tardiness and distraction ($68M), lost output from victims' absences ($7.9M) and administration costs for victims' absences ($1.4M) (Exhibit 47). According to the Justice Department of Canada, "in the event of the victim resigning or being dismissed, employers face recruitment and retraining costs, but such data for spousal violence cases do not exist and so these costs are not included in the [$78M] estimate".

incremental wage payouts were equivalent to only 0.02 per cent of payroll (Exhibit 49). The Union submits that the costs of doing nothing needs to be considered when costing this proposal.

Impact on Performance: XX.01 and XX.04

Survivors of domestic violence report that the violence had an impact on their ability to concentrate at work, had a negative impact on their work performance and on absenteeism. Of those who reported experience with domestic violence, 82 per cent said that domestic violence negatively affected their work performance, most often due to being distracted, or feeling tired and/or unwell, as a result of trauma and stress (Exhibit 43). Therefore, out of the estimated 5,909 members currently experiencing domestic violence, it is probable 4,904 PSAC members (from the PA, SV, TC and EB groups) feel that domestic violence is negatively affecting their work performance. This reality needs to be an acknowledged and protective provisions outlined in the union's proposals at XX.01 and XX.04 are both reasonable and needed.

Treasury Board reached a settlement with CAPE's EC group in the most recent round of negotiations to include in the collective agreement an acknowledgement that experiencing domestic violence could impact productivity and agreed to language at 21.18 (e) that specifically outlines that there will be no reprisals against survivors. The collective agreement provision reads as follows:

> *"The Employer will protect the employees from adverse effects on the basis of their disclosure, experience, or perceived experience of domestic violence" (Exhibit 50).*

Nav Canada is another example of a large federal employer that has agreed to add this type of protective provision in their collective agreement, outlining how no adverse action will be taken against an employee if their performance at work suffers as a result of domestic violence (Exhibit 51).

28.17 Family Violence Leave

The Employer recognizes that employees may face situations of violence or abuse, which may be physical, emotional, or psychological in their personal life that could affect their attendance and performance at work….

f) The employer agrees that no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence in their personal life that could affect their attendance and performance at work.

The Government of Northwest Territories also has collective agreement language acknowledging that domestic violence may affect employees' performance (Exhibit 52).

21.09 (1) The Employer recognizes that employees or their dependent child as defined in article 2.01(i) may face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

PSAC has also signed several Letters of Understanding for its members at Canadian Forces bases at Suffield, Trenton, Gagetown, Goose Bay and Petawawa acknowledging that domestic violence may affect performance and that employee's will be protected should their performance be impacted as a result of domestic violence. LOUs between the Parties read as follows:

"The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer and the bargaining agent agree that an employee's culpability in relation to performance issues or potential misconduct may be mitigated if the employee is dealing with an abusive or violent situation and the misconduct or performance issue can be linked to that abusive or violent situation." (Exhibit 53)

It is worth mentioning that during bargaining, the Employer tabled a counterproposal on Domestic Violence and the same proposition was included in the Employer's comprehensive offer (Exhibit 2). The Union rejected the Employer proposal for a number of specific reasons that will be further discussed throughout this section. At the onset, Treasury Board's proposal at Article 22.17 (a) is missing an acknowledgement of the reality that domestic violence impacts job performance and the Union's proposal at XX.01

is seeking that this reality be acknowledged. As the parties are in agreement that domestic violence impacts attendance at work, the Union submits that an acknowledgement about performance would be a fair and reasonable provision.

Being employed is a key pathway to leaving a violent relationship. When those experiencing domestic violence know their jobs and incomes are secure and accommodations are available, significant structural barriers for survivors are removed making the dangerous tasks of leaving an abuser, avoiding an abuser, and seeking help easier.

Scope: XX.02

The Collective Agreement should be clear that perpetrators of domestic violence are not necessarily in an intimate relationship with their victims. A restrictive definition is not appropriate and functions to limit the scope of what is included as domestic violence.

The most recent ACFO collective agreement with Treasury Board for the Financial Management (FI) group does not include the requirement that the perpetrator be an "intimate partner" (Exhibit 54).

Provincial employment standards from across the country also do not limit domestic violence leave to intimate partner violence and the Union submits that its language at XX.02 is more appropriate as it is broad enough to include domestic violence perpetrated by more than just intimate or former intimate partners.

The Collective Agreement should also be clear that employers should not deny domestic violence leave that is necessary for the health, safety and security of the worker. The Union's proposal at the end of XX.02 is clear that workers shall be granted leave for "any necessary activities". There are a broad range of health, safety and security activities that a survivor may need paid leave time in order to address. A restrictive scope

provisions would have unintended and potentially detrimental impacts on members who need access to paid leave to escape, avoid and deal with domestic violence.

The Government of the Northwest Territories recently agreed to domestic violence leave language that does not conflate domestic violence with intimate partner violence and appropriately outlines that employees can take paid leave for “any other necessary activities to support their health, safety and security” (Exhibit 52). These scope provisions are similar to other provincial employment standards on domestic violence.

Provincial employment standards that provide for domestic violence leave have broader and more realistic scope provisions than those being proposed by the Employer, and they align with the provisions submitted by the Union at XX.02. Provincial domestic violence provisions do not define domestic violence as requiring an element of current or past intimacy, and consistently allow workers to take domestic violence leave for any other necessary purpose (Exhibit 55).

The Employer’s proposal at Article 22.17 (b) fails to provide sufficient flexibility for survivors of domestic violence and their families who may need to use paid leave time during scary and exhausting episodes of violence (Exhibit 2). Workers should be able to rely on broad collective agreement provisions that make it obvious they can make use of paid leave time and not worry whether their situation fits within a list of five specific and formal reasons outlined in the Employer’s proposal in Article 22.17 (b). Testimonial evidence collected in the 2014 Pan-Canadian survey reveal that survivors have a range of needs that require leave time and federal provisions ought to acknowledge this reality.

Quantum: XX.03

The Parties are in agreement.

Accommodation: XX.05

The Union’s proposal at XX.05 is based on the reality that domestic violence doesn’t just stop when survivors get to work, and that leave is only one part of the solution. More than

half of those who have experienced domestic violence say that at least one type of abusive act has occurred at or near the workplace. Of these, the most common were abusive phone calls or text messages (41%) and stalking or harassment near the workplace (21%) (Exhibit 43). Providing employees with robust accommodation options such as changing their contact information, hours of work or shift pattern and work location are all ways in which workers can be more protected from violence in the workplace. Job transfer options and call screening options would also help survivors be safer at work. Job redesign or workload reduction are also measures that can help provide survivors with the support they need to continue to work while dealing with stressful, exhausting and violent situations beyond their control.

Domestic violence is an occupational health and safety issue. People reporting domestic violence have poorer general health, mental health and quality of life. This is especially the case for survivors who experience domestic violence near the workplace and those whose ability to get to work has been impeded by domestic violence. The more ways in which domestic violence occurred at or near the workplace, the poorer the respondent's health. Work may have protective effects for survivors of domestic violence so it's important that workplace accommodations be available to help support survivors.

Confidentiality XX.06

The Union submits that enshrining confidentiality language in the Collective Agreement is reasonable, is outlined in other collective agreements, and is already a minimum standard in some provincial jurisdictions (Exhibit 55).

The Government of Northwest Territories recently agreed to collective agreement language with the PSAC making it clear that personal information regarding domestic violence will be kept confidential and not shared without consent;

> *"All personal information concerning domestic violence will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement". (Exhibit 52)*

Nav Canada recently agreed to confidentiality language in its collective agreement with the PSAC that outlines clear confidentiality rules that the Employer shall adhere to and makes clear that “no information shall be kept on an employee’s personnel file without their express written agreement”. These provisions read as follows:

28.17 Family Violence Leave

(d) The Employer shall:

(i) ensure confidentiality and privacy in respect of all matters that come to the Employer's knowledge in relation to a leave taken by an Employee under the provisions of the "Family Violence Leave" in this Collective Agreement; and

(ii) identify a contact in Human Resources who will be trained in Family Violence and privacy issues. The Employer will advertise the name of the designated violence contact to all employees;

(iii) not disclose information in relation to any person except

1) to an employee as identified in d) ii) or agents who require the information to carry out their duties;

2) as required by law; or

3) with the consent of the Employee to whom the leave relates;

(iv) take action to reduce or eliminate the risk of family workplace violence incidents;

(v) promote a safe and supportive work environment;

(vi) ensure employees receive required training including both awareness and confidentiality aspects; and

(vii) follow the confidential reporting procedures.

(b) No information shall be kept on an employee’s personnel file without their express written agreement. (Exhibit 51)

Canada Post and CUPW signed a letter of agreement in 2018 outlining that a policy would be drafted by the Parties that would “protect employees’ confidentiality and privacy while ensuring workplace safety for all” (Exhibit 56). Canada Post’s 2019 booklet for employees and team leaders specifically outlines that it is “essential to protect confidentiality” and

"there is no requirement for the affected employee to provide documentation of any kind."(Exhibit 57).

Workplace Policy, Training and Supports: XX.07, XX.08 and XX.09

Most employers (71%) report having a situation where they needed to protect a domestic violence survivor, yet there remains an unfortunate gap in training for employees (Exhibit 58). Employers and employees require basic training to be able to recognize the warning signs of domestic violence victimization and perpetration and respond safely and appropriately. If domestic violence occurs at work the employer is liable, and both parties have an interest in ensuring the creation of appropriate domestic violence policies and training. The Union would like to ensure appropriate training, supports and policies are developed.

Canada Post and CUPW reached an agreement in 2018 that is nearly identical to PSAC's proposals at XX.07 regarding a workplace policy. As discussed above, the letter of agreement outlines that the parties shall draft a policy on preventing and addressing domestic violence in the workplace or affecting the workplace that shall be reviewed annually. The policy "shall explain appropriate actions to be taken in the event that an employee reports domestic violence. It shall also identify the process for reporting domestic violence, risk assessments and safety planning. The policy shall indicate available supports and protect employees' confidentiality and privacy while ensuring workplace safety for all." (Exhibit 56).

The Government of Northwest Territories recently agreed to collective agreement language that reads:

> *The Employer will develop a workplace policy on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all employees. Such policy shall explain the appropriate action to be taken in the event that an employee reports domestic violence or is perpetrating domestic violence, identify the process for reporting, risk assessments and safety planning, indicate available supports and protect employees' confidentiality and privacy*

while ensuring workplace safety for all. The policy shall also address the issue of workplace accommodation for employees who have experienced domestic violence and include provisions for developing awareness through the training and education of employees".

This collective agreement language is in line with PSAC's proposals regarding developing a policy and training outlined in XX.07, XX.08 and XX.09.

Nav Canada language at 28.17 (d) (ii) is also similar to the Union's proposal at XX.09 that outlines a commitment to identify a human resources contact person who is trained in domestic violence and privacy issues. Nav Canada collective agreement language at 28.17 (d) (vi) also outlines a commitment to train employees on domestic violence that is consistent with the PSAC's proposal.

Evidence: Employer proposal 22.17 (d)

The Union believes that the Employer's language at 22.17 (d) does not belong in the Collective Agreement:

> "The Employer may, in writing, and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it".

We fear that if employees are required to provide proof of domestic violence to the Employer, they will at best be reluctant to access the leave, and at worst, will not seek to access it at all, leaving them and perhaps their children in a dangerous and possibly life-threatening situation.

Being a survivor of domestic violence is a traumatizing and stigmatizing experience. According to a Government of Canada report, family violence is under-reported with only 19 per cent of persons who had been abused by a spouse reporting the situation to police (Exhibit 59). Almost two -thirds of spousal violence victims (63%) said that they had been victimized more than once before they contacted the police. Nearly three in 10 (28%)

stated that they had been victimized more than 10 times before they contacted the police (Exhibit 60). Among the many reasons people don't report family violence are stigma, shame, and fear that they won't be believed. Moreover, employees experiencing violence at home may fear the reaction of their co-workers or fear that widespread knowledge of their situation may threaten their jobs or their upward mobility. Written documentation threatens confidentiality. The Union submits that the Employer's proposal introduces barriers that ignore the lived reality and context of domestic violence.

Moreover, the Employer's proposal itself is unclear on what could be considered "reasonably practicable" in terms of providing documentation that support the reasons for the leave; and unclear on who makes that decision. The Union recognizes that the Employer's proposal is derived from the Canada Labour Code but we believe this language creates a disincentive for employees to access the leave provided in this article. Moreover, other federal employers have recognized this as well. Explaining changes in the federal legislation recently, Canada Post advised its managers that "there is no requirement for the affected employee to provide documentation of any kind." (Exhibit 57)

<u>Domestic violence charges: Employer proposal 22.17 (e)</u>

The Union has serious concerns about the Employer's proposal at Article 53.03 (e) that workers will not be entitled to domestic violence leave if the worker has also been charged with an offence related to an act of domestic violence.

> "Notwithstanding clauses 22.17 (b) and 22.17 (c), an employee is not entitled to domestic/family violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act**."**

Research by the Department of Justice has confirmed that dual charging – charging both parties even if one party's violence was self-defensive – occurs with significant frequency as a result of pro-charging policies that require police to lay such dual charges (Exhibit 61). The Justice Department concludes that while

> "*pro-charging policies adopted in Canada during the 1980's have significantly contributed to the criminal justice system's response to spousal abuse….it is also true that the pro-charging policies have resulted in some unintended negative consequences….The pro-charging policy seeks to ensure that the policy treat spousal abuse as a criminal matter and to lay charges where there are reasonable ground to believe that an offence has been committed*…"

The Justice Department report recommends that:

> "*Where the facts of a particular case initially suggest dual charges against both parties, police should apply a "primary aggressor" screening model, [or] seek Crown review and approval of proposed dual charges for spousal violence, or do both"* (Exhibit 61).

Because of pro-charging policies that require police to lay dual charges without sufficient regard to self-defense, PSAC is extremely concerned that this clause could have the unintended consequence of denying leave to an employee who is experiencing domestic violence.

Furthermore, it is highly problematic to include a provision saying that employees aren't entitled to the leave "if it is probable, considering the circumstances, that the employee committed that act". This means that an employee who is not charged with domestic violence could be refused leave by the Employer based on "circumstances". The Union submits that it is inappropriate for an Employer to be determining the probability of whether an employee committed domestic violence.

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 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 expected working conditions, complexity of tasks, information on contractors in the workplace, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and potential risks and benefits to impacted employees, all employees affected by the initiative, and the public.

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;

ii) any steps are taken to contract out future work which could be performed by bargaining unit members; and

iii) prior to issuing any Request for Interest proposals.

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, and the reasons why indeterminate, term or casual employment was not considered, or employees were not hired from an existing internal or external pool.

RATIONALE

The language proposed by the Union supports the protection of the integrity of the public service. The Employer makes yearly statements of congratulation to and acknowledgement of public service workers, including this one from June 2019, when the Honourable Joyce Murray, President of the Treasury Board, communicated:

> "For more than 150 years, our public servants have been serving Canadians with dedication, making huge differences within and outside our country's borders. That's why Canada's public service has been ranked the best in the world. Congratulations!"
> (*Exhibit 62*)

This was further echoed by the Prime Minister's statement during the same week:

> "This week, we celebrate our dedicated public servants across Canada, who worked hard to deliver real results for Canadians. If we look at what Canada's public service has accomplished this past year, it's easy to see why it is one of the most effective in the world." (*Exhibit 63*).

Therefore, it should not surprise the Employer that the Union has proposed language that supports the ongoing success of the public service, for generations to come. 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 2019 Pre-Budget Consultations in the recommendations around Precarious Work and on Public-Private Partnerships (P3s) (*Exhibit 64*). 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. (*Exhibit* 65)

A comprehensive, trained and secure public service is crucial to the ability of any government to continually provide the programs and services mandated by Parliament. Relying on contracted-out services rather than the professionalism, expertise and

dedication of bargaining unit members does a disservice to the workers, the public service as a whole, the public and to the economy, as was touched on by *The Honourable Scott Brison* when he was President of the Treasury Board in May 2016. [74]

> "By restoring fair and balanced labour laws, the Government is recognizing that labour unions play an important role protecting workers' rights and strengthening the middle class."

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 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. They are also immune from government information requests through processes like Access to Information and Privacy (ATIP).

[74] Government of Canada to Repeal Changes to Federal Public Service Labour Relations Measures, May 25, 2016 https://www.canada.ca/en/treasury-board-secretariat/news/2016/05/government-of-canada-to-repeal-changes-to-federal-public-service-labour-relations-measures.html

> In essence, they have become a shadow public service without having to meet the same transparency standards of the actual public service. Evidence suggests the federal government is turning to personnel outsourcing, circumventing hiring rules by relying on pre-existing "standing offers" with outsourcing companies. 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" [75]

And leading up to that CCPA report, the Public Service Commission of Canada conducted a study[76] on the use of temporary services in the federal public service organizations and concluded that the use of temporary services a source of recruitment limits access and that uses of temporary help services that circumvent the Public Service Employment Act.

> "The study findings indicate that, in practice, temporary help services provide a source of recruitment into the public service. The use of temporary help services as a source of recruitment places the PSEA value of access at risk, and limits the use of the national area of selection to promote Canada's geographical diversity within the public service."

Yet despite numerous concerns being raised, the practice has not abated under successive governments. Alarmingly, this includes the privatization of the operation of new federal heating plants in the National Capital Region, wrapped up in a P3 label. [77] Throughout that process, the PSAC has raised concerns around the lack of transparency

[75] 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

[76] Use of Temporary Help Services in Public Service Organization: A study by the Public Service Commission of Canada, October 2010 http://publications.gc.ca/collections/collection_2010/cfp-psc/SC3-152-2010-eng.pdf
http://psacunion.ca/unions-turn-heat-against-cooling-and-heating-plant[77]

of the project and the safety of both the public and of workers, and challenged the government's statements around recruitment of qualified workers to the public service.

A strong public service also helps strengthen the economy. A new study suggests that hiring more federal public sector workers would benefit the Canadian economy and support a strong, diverse middle class.[78] The Union values that and asserts that the contract language being sought supports such goals.

Public service workers are dedicated to their workplace and to the work that they do in support of the public. They are equipped with intimate institutional knowledge of the work environment; valuable to both the smooth operation of existing programs and to the successful cultivation of new ideas. Securing contract agreement language that recognizes and respects that is next in nurturing our continued ranking as the best public service in the world.

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.

[78] IRIS, The Public Services: an important driver of Canada's Economy, Sept 2019 https://cdn.iris-recherche.qc.ca/uploads/publication/file/Public_Service_WEB.pdf

APPENDIX B

WORKFORCE ADJUSTMENT

PSAC PROPOSAL

Changes proposed in this Appendix shall take effect on June 30, 2018

Definitions

Amend the definition of affected employee

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**.

Amend the definition of alternation (housekeeping)

Alternation (échange de postes)

Occurs when an opting employee ~~(not a surplus employee)~~ **or an employee with a twelve-month surplus priority period** 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.

Amend the definition of Education allowance

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 cash 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 ~~fifteen thousand dollars ($15,000)~~ **seventeen thousand dollars ($17,000).**

Amend definition of GRJO (language redundant given 6.1.1)

> 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.~~

Amend definition of reasonable job offer (redundant given new 1.1.19)

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 ~~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.

Part 1: Roles and responsibilities

1.1 Departments or organizations

NEW 1.1.7 (renumber current 1.1.7 ongoing)

1.1.7 When a deputy head determines that the indeterminate appointment of a term employee would result in a workforce adjustment situation, the deputy head shall communicate this to the employee within thirty (30) days of having made the decision, and to the union in accordance with the notification provisions in 2.1.5.

Deputy heads shall review the impact of workforce adjustment on no less than an annual basis to determine whether the conversion of term employees will no longer result in a workforce adjustment situation for indeterminate employees. If it will not, the suspension of the roll-over provisions shall be ended.

If an employee is still employed with the department more than three (3) years after the calculation of the cumulative working period for the purposes of converting an employee to indeterminate status is suspended the employee shall be made indeterminate or be subject to the obligations of the Workforce Adjustment appendix as if they were.

NEW 1.1.19 (renumber current 1.1.19 ongoing)

1.1.19

a) 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 sixteen (16) kilometres from his or her work location shall have access to the options contained in section 6.4 of this Appendix.

Part II: Official notification

2.1 Department or organization

NEW 2.1.5 (renumber current 2.1.5 ongoing)

2.1.5 When a deputy head determines that specified term employment in the calculation of the cumulative working period for the purposes of converting an employee to indeterminate status shall be suspended to protect indeterminate employees in a workforce adjustment situation, the deputy head shall:

(a) **inform the PSAC or its designated representative, in writing, at least 30 days in advance of its decision to implement the suspension and the names, classification and locations of those employees and the date on which their term began, for whom the suspension applies. Such notification shall include the reasons why the suspension is still in place for each employee and what indeterminate positions that shall be subject to work force adjustment if it were not in place.**

(b) **inform the PSAC or its designated representative, in writing, once every 12 months, but no longer than three (3) years after the suspension is enacted, of the names, classification, and locations of those employees and the date on which their term began, who are still employed and for which the suspension still applies. Such notification shall include the reasons why the suspension is still in place for each employee and what indeterminate positions that shall be subject to work force adjustment if it were not in place.**

(c) **inform the PSAC no later than 30 days after the term suspension has been in place for 36 months, and the term employee's employment has not been ended for a period of more than 30 days to protect indeterminate employees in a workforce adjustment situation, the names, classification, and locations of those employees and the date on which their term began and the date that they will be made indeterminate. Term employees shall be made indeterminate within 60 days of the end of the three-year suspension.**

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.**

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. **Except as specified in 1.1.19 (e), employees** ~~Employees~~ in receipt of this guarantee will not have access to the choice of options **in 6.4** below.

6.4 Options

6.4.1 c)

Education allowance is a transition support measure (see Option (b) above) plus an amount of not more than ~~fifteen thousand dollars ($15,000)~~ **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 (c) could either:

Part VII: Special provisions regarding alternative delivery initiatives

7.2 General

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

Since the current agreement was signed, some changes undertaken by the federal government have served to highlight 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 B. Years of service would serve as a fair and objective standard for the treatment of a reasonable job offer. Third, there is a lack of clear accountability with respect to term employees under the WFA. Finally, the education allowance should keep up with the rapidly increasing cost of education in Canada. The Union's proposals for Appendix B would address each of these deficiencies.

Currently, the provisions contained in Appendix B 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 B 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[79].

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. The whole purpose of Part III of the WFA is specifically for situations where people cannot or do not wish to move, whether this is due to valid personal reasons or accommodation issues or any other reason.

In the Vegreville instance, the Union position was that the Employer's use of the WFA was punitive in cases where the employees had no other choice but to voluntarily leave their jobs. PSAC took a grievance to arbitration on this issue 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 (Exhibit 66). At the hearing. the Employer testified that it knew its interpretation of Part III of the WFA Appendix would cause hardship but went ahead with it anyway.

The Union submits that this proposal is necessary due to the Employer' interpretation of Part III. Fundamentally, when a workplace is relocated, it means that if employees turn down a GRJO they are penalized. It implies that the Employer can force workers to move anywhere in the country 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

[79] 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.

discuss further below, the changes proposed by the Employer to the WFA are in direct contradiction to the Union position 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 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" (Exhibit 67). Furthermore, the 40-kilometre radius is currently the standard for more than 50,000 unionized workers at Canada Post (Exhibit 66).

In order to be consistent with our proposed new language, the obligation for the employees to be mobile must also be removed. In a labour market in which both partners in a relationship usually work, and where prices for housing, child care and elder care are unaffordable, a blanket obligation to be mobile is not realistic or fair. Despite Treasury Board’s position that the WFA Appendix is above all about employment continuity, the Union would submit that it is also about a proper employment transition when that is the most accommodating course of action.

The Union is 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 (Exhibit 68). 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 (Exhibit 68). 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:

> (…) 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.

Under Article 6.1.4, the Union proposes to increase the education allowance by $2,000. The education allowance currently offers an opting employee a maximum of $15,000 for reimbursement of receipted expenses for tuition and costs of books and relevant equipment over a two-year period. The Union proposal is simply trying to keep up with the rapid increase of tuition fees in Canada. According to Statistics Canada, tuition fees for undergraduate programs for Canadian full-time students was, on average, $6,838 in 2018-2019, up 3.3 per cent from the previous academic year.[80] In addition, the National Joint Council Directive on Work Force Adjustment was recently renegotiated between the participating bargaining agents and Treasury Board. On this occasion an increase to the education allowance to a maximum of $17,000 was agreed upon between the parties

[80] Statistics Canada, September 5, 2018, Tuition fees for degree programs - 2018/2019: https://www150.statcan.gc.ca/n1/daily-quotidien/180905/dq180905b-eng.htm

(Exhibit 69). Hence, the Union's proposals concerning the education allowance is already the standard for workers employed elsewhere in the federal public service.

The Union's proposed language under articles 1.1.7 and 2.1.5 is meant to ensure that the Employer takes some accountability towards term employees. The Union would like to enshrine the responsibilities from the Employer concerning term employees in the appropriate sections of the WFA. The Union submits that there needs to be better notification in the WFA around the ability of departments to suspend the policy of term employees becoming indeterminate after three years of service, including an explanation on the need for a suspension and when the suspension will be ended. The status quo is unacceptable as suspension of the provisions that roll term employees into indeterminate jobs is a license for department heads to encourage precarious working conditions for large groups of employees.

In summary, the Union's proposals concerning Appendix B 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 B in its recommendations.

EMPLOYER PROPOSAL

Definitions:

Alternation (échange de postes)
Occurs when an opting employee ~~(not a surplus 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.

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.,~~ **which exceeds a 40 km commute between the old and new workplaces, and excludes relocations of a work unit within the same Census Metropolitan Area.**

Part III: relocation of a work unit

When considering moving a unit of any size to another location, departments will review the distance between the old and new work place based on the most practicable route to ensure that it qualifies as a relocation of a work unit. After consultation with the Treasury Board Secretariat, Deputy Heads may authorize, in writing, a relocation of a work unit when the conditions are not met if, in their view, there are other factors that should be taken to consideration, which affect all employees of the work unit.

Should a relocation of a work unit not be authorized, departments will review each case to determine if relocation assistance should be authorized based on the individual circumstances of an employee in accordance with the NJC Relocation Directive.

Part IV: retraining

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

4.1.3 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. **Retraining can apply when an employee is considered for appointment to a reasonable job offer, which is for a position at an equivalent group and level or one (1) group and level lower than the surplus position. For affected employees, retraining is applicable for positions which would be deemed a reasonable job offer, had the employee been in surplus status.**

Part V: salary protection

5.1 Lower-level position

5.1.1 Surplus employees and laid-off persons appointed **or deployed** to a ~~lower-level position under this Appendix~~ **reasonable job offer position, which is one (1) group and level lower than the surplus position**, 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 Directive on Terms and Conditions of Employment governing reclassification or classification conversion** ~~the Regulations Respecting Pay on Reclassification or 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.~~ **while they occupy their reasonable job offer position on an indeterminate basis or until such time as the maximum rate of pay of the reasonable job offer position, as revised periodically, is equal to or is higher than the surplus position.**

(New)

5.1.3. In the event that a salary protected employee declines without good and sufficient reason

i. an appointment or deployment to a position at an equivalent group and level to the surplus position that is in the same geographic area; or

ii. an appointment to a position, which is at a group and level higher than that of the surplus position that is in the same geographic area

is to be immediately paid at the applicable rate of pay of the reasonable job offer position.

Part VI: options for employees

6.2 Voluntary programs

The Voluntary Departure Program supports employees in leaving the public service when placed in affected status prior to entering a Selection of Employees for Retention or Layoff (SERLO) process, and does not apply if the deputy head ~~intends to~~ can provide a guarantee of a reasonable job offer (GRJO) to affected employees in the work unit.

Departments and organizations shall establish voluntary departure programs for all workforce adjustments situations **in which the workforce will be reduced and that involves** ~~involving~~ five **(5)** or more affected employees working at the same group and level and in the same work unit **and where the deputy head ~~does not intend to~~ cannot provide a guarantee of a reasonable job offer.**

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~~,~~ **or** Ci. ~~or Cii;~~

7.2 General

- **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. **When the new employer can only provide job offers to some but not all employees who are affected by an alternative delivery initiative, the Deputy Head may provide a guarantee of a reasonable job offer or declare the employees opting subject to paragraph 6.4.1 a) of section VI of the present appendix for the employees who do not receive an offer of employment from the new employer.**

RATIONALE

The Union has made a comprehensive proposal on the WFA Appendix. Our proposed language would clarify the current definition of a guaranteed reasonable job offer (GRJO) where a relocation is involved, recognize years of service in the context of a WFA, augment the Employer's accountability with respect to term employees and increase the education allowance.

On the other hand, the Employer's proposal purports to clarify relocation but essentially leaves decisions up to deputy heads. A key difference between the parties' proposals relates to the geographic radius within which the employee might avail themselves of certain rights. The Employer's proposal amends the definition of a relocation in a

fundamental way. The Union acknowledges the existing language which features the term “local custom” is unclear and can be interpreted in different ways. But the Employer’s proposal to clarify this term would put all of the power in the hands of the Employer to define a relocation as they wish in almost every circumstance. This is not a viable or reasonable solution. The Union submits that a concrete measurement of distance makes more sense than the Employer’s proposal to exclude any move of a work unit within a given Census Metropolitan Areas (CMA). The Employer’s proposal would make it possible to move work site beyond what is currently defined as “local custom”, potentially causing long commutes for employees.

A Census Metropolitan Area (CMA) can vary greatly in size and is generally proportional to population, not geography. For instance, using the Employer definition, a worker employed in Burlington, ON could be moved to just outside Barrie, ON - about 140 kilometres away. or an hour and a half drive on a good day. Similarly, the CMA for Halifax is about 208 kilometres end to end. A member could be forced to drive two and a half hours each way to work without being deemed to have been relocated. An NJC grievance already exposed this issue in 2013 and the Executive Committee decision was that the Census Metropolitan Area is an inappropriate measurement (Exhibit 67).

The Employer’s position on this issue suggests that they believe it is acceptable from a work-life balance perspective for employees to spend several hours a day commuting to work.

In addition, the Employer doesn’t address a key issue identified by the Union where an employee can choose not to relocate for a job offer but can have that choice immediately invalidated by a GRJO for the same job that was previously declined. The Employer proposal would result in deputy heads being able to force any employees and their families to relocate in order to keep their job. Again, as stated in the rationale on the Union’s proposal, for some employees, relocation is not an option for valid health, psychological and family reasons. The alternative presented by the Employer is to be laid off with certain important rights being stripped away.

Moreover, given the lack of clarity in the language proposed by the Employer, it is unclear if deputy heads would even have the authority to offer a GRJO for distances outside of the CMA. The second sentence of the Employer proposal for Part III gives discretion to deputy heads to make exceptions but provides no guidelines or criteria to ensure that those exceptions would be exercised fairly. Under the Employer proposal, deputy heads would be given an inordinate amount of power which would undermine the whole notion of the relocation of a work unit under the WFA. Deputy heads and departments should not to be able to pick and choose between criteria and authorize special deals for individual circumstances without any guidelines in the Collective Agreement.

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. (Exhibit 70).

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 (Exhibit 66). This question is closely related to the language the Union has put forward in our WFA proposal to eliminate the possibility of misusing reasonable job offers as a strategy to strip members of their WFA rights.

The Employer's proposed new language in clause 7.2 tries to address a problem already identified by the Union in our WFA proposal. However, contrary to the Union proposal, it is unclear as to why the Treasury Board believes that the only option that should be provided is option a., especially when Part VII is silent on what happens when only some workers receive a Type 1 or Type 2 job offer. Under the Employer's proposal, the language suggests that if the deputy head cannot provide a GRJO to all employees, then it is acceptable that employees are only left with the option of a one-year surplus period within which to get a job. This proposal is even more difficult to understand when taking into consideration that in part VII, employees who receive inferior job offer from a new employer (i.e. a Type 3 job offer) immediately have access to all of the options in Part I to VII.

In summary, the Employer's proposal would open the door wide to relocating workers in in the event of a workforce adjustment by effectively increasing the upward boundaries of the relocation to well over 100 kilometres in some instances. It would create situations where workers either have to move or lose their jobs with minimal opportunities for other income. Additionally, the Employer proposal would add unnecessary conditions on retraining and undermine salary protection for affected employees. For those reasons, the Union respectfully requests that the Commission exclude the Employer's proposals for Appendix B in its recommendation.

APPENDIX K

MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

EMPLOYER PROPOSAL

Replace current MOU with:

~~This Memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of the implementation period of the collective agreement.~~

~~The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.~~

This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

1. **Calculation of retroactive payments**

   a. **Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment. These historical salary records shall provide a record of an employee's full pay history for the retroactive period of the agreement.**

   b. **Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the calculation of retroactivity include:**

      - **Substantive salary**
      - **Promotions**
      - **Deployments**
      - **Acting pay**
      - **Extra duty pay**
      - **Additional hours worked**

- **Maternity leave allowance**
- **Parental leave allowance**
- **Vacation leave and extra duty pay cash-out**
- **Severance pay**
- **Eligible allowances depending on collective agreement**

c. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of the retroactive amount will not affect pension entitlements or contributions relative to previous methods.

d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.

e. Any outstanding pay transactions that would modify an employee's historical salary records will be processed once they are entered into the pay system and any corresponding retroactivity stemming from the collective agreement will be issued to affected employees.

2. Implementation

a. **The effective dates for economic increases will be specified in the agreement. Unless otherwise stated, the coming-into-force provisions of the collective agreements will be as follows:**

i. All components of the agreements unrelated to pay administration will come into force on signature of agreement.

ii. Compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will come into force on the effective date of the prospective compensation increases.

b. **Collective agreements will be implemented over the following timeframes:**

i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one-hundred and eighty (180) days after signature of agreements where there is no need for manual intervention.

ii. Retroactive amounts payable to employees will be administered within 180 days after signature of the agreement where there is no need for manual intervention.

iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five-hundred and sixty (560) days after signature of agreements. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex and complicated salary history.

3. Employee Recourse

a. **A non-pensionable amount of two-hundred and fifty dollars ($250) will be provided to each employee in the bargaining unit on date of signature, in recognition of extended implementation timeframes.**

b. **Where prescribed implementation timeframes have been breached, a sixty dollar ($60) payment will be provided to each employee identified in 1.a. who is affected. For every six (6) months thereafter where employees have not had their agreements implemented, a further sixty dollar ($60) payment will be provided, up to a maximum of two (2) payments.**

c. **An employee will only be eligible for one initial lump sum payment and one penalty payment every six months.**

d. **Employees may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect.**

- **In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay**.

RATIONALE

Concerning Part I of the Employer proposal, 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, since the early stages of the current

round of bargaining, the Union has been very clear with the Employer that 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 Employer proposal is even more troubling, in our view. Treasury Board proposes 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. The Public Service Labour Relations Act provides for a 90-day window for a collective agreement to be implemented (Exhibit 71). In good faith, the Union agreed in the last round of bargaining to renew a longer implementation period of 150 days. The PSAC is disappointed with the government's inability to meet reasonable implementation deadlines for its workers, especially considering the Union already agreed in the last round to increase the timeframe. This has been a reoccurring problem, as the government has struggled to meet its implementation deadlines for several other collective agreements due to Phoenix issues. Following the Employer's inability to meet the previous round's implementation deadline, 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. The PSAC is still waiting to be heard by the Board on this issue. At the onset, given the amount of time provided for under the law, the Union submits the Employer's proposal is unreasonable. Nonetheless, the Union has additional concerns with the Employer's language as presented.

From the Union perspective, Part II a. ii., where the Employer stipulates that "*Compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will come into force on the effective date of the*

prospective compensation increases" is very concerning. Essentially, this language would severely delay the effective date of several significant compensation elements under the Collective Agreement and could have serious implications for our membership. Under previous EB memoranda of settlements, the norm has been that compensation elements of this type are to be effective on the date of the signing of the Collective Agreement (Exhibit 72). While the Union has negotiated an extension to the implementation period in the past, PSAC has no interest in delaying the date when provisions become effective. The Employer position is unprecedented. PSAC submits that it would at best confuse, and at worst, penalize our membership. As an example, one of the compensation elements that would be affected by the Employer implementation proposal is the parental allowance. During bargaining, both parties have tabled extensive proposals to significantly amend the parental leave article, given legislative changes that have recently come into effect. However, by agreeing to the Employer proposal on implementation, a new provision on parental leave would only be effective within 180 days. As a result, some of our members would have to forego the opportunity for a potential allowance even though the new provision would already appear in the duly signed Collective Agreement.

Furthermore, in Part III of its proposal, the Employer is proposing a recourse mechanism that includes a $250 non-pensionable amount in recognition of the extended implementation timeframe. If the Union had any interest in such a proposal, the amount would need to truly represent the hindrance caused by the Employer's inability to implement the Collective Agreement within a reasonable amount of time. Additionally, the proposal of a maximum amount payable is unacceptable in a context where several of our members have had to wait for more than two years for the implementation of the previous Collective Agreement. Finally, it is worth noting that the Employer has not extended to PSAC the same offer that was presented to several other federal unions (Exhibit 4).

In summary, the Union has already taken a reasonable approach in agreeing to extend the timeframe provided for by the *Federal Public Sector Labour Relations Act* to 150 days. Moreover, the Employer proposal on the date provisions would come into force would

create a dangerous precedent, while the proposed amounts are simply insufficient to recognize the burden created by the extended implementation period. Hence, the Union respectfully requests that the Employer's proposal not be included in the Commission's recommendation.

APPENDIX M

MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO CHILD CARE

PSAC PROPOSAL

Replace current MOU 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 the 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 under the auspices of the National Joint Council;**
- **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 neutrally and at arm's length;**
- **have dedicated and long-term funding from the Treasury Board to finance the establishment and ongoing support of child care centres in the federal public service.**

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:

- **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 licensed 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;**

- **conducting centralized research to understand the challenges and work-life needs of working parents who are employees of the public service;**
- **examining the feasibility of capturing information related to employees working shift hours and other non-standard hours within existing information systems;**
- **allowing departments to partner with local licensed child care providers or school boards to provide services;**
- **exploring the feasibility for departments to partner with other employers located near each other to establish not-for-profit, licensed child-care services nearby.**

The Child Care Joint Union-Management Committee shall also:

- **develop a communication strategy to inform employees, including managers, about licensed child care supports in the public service;**
- **develop an information package on licensed child care to provide when employees complete forms for maternity or parental leave;**
- **provide guidance and best practices to departments to assist employees in obtaining information on child care options considering the needs of employees, including the needs of those who work irregular hours;**
- **leverage partnerships with various networks and services (e.g., Employee Assistance Services) to implement information and referral services for child care tailored to the needs of Federal Public Service employees, including emergency licensed child care;**
- **establish an interdepartmental parents' network on the GC 2.0 platform to connect parents across the public service to share ideas and support;**
- **leverage existing training, including through the Joint Learning Program, to increase employee awareness of existing mechanisms to manage work-family balance.**

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, accessible, affordable, licensed and inclusive child care services in federal buildings while maintaining the following elements:

- **licensed workplace child care centres in federal buildings are operated by not-for-profit organizations;**
- **licensed workplace child care centres are staffed to offer support and services in both official languages in regions designated bilingual for language-of-work purposes;**
- **licensed workplace child care centres are accessible to parents and children with disabilities.**

RATIONALE

In the next 10 years, the federal government will be hiring thousands of younger workers, many of whom have or will be starting families. These young workers will join a large number of existing employees who often have unique child care needs, given the organization of work in the federal government and the frequent requirement to work shifts and other non-standard hours. 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.

During the last round of bargaining with Treasury Board, PSAC obtained a commitment from the Employer to establish a Joint Committee to better address the child care needs of PSAC members (Exhibit 73). The work of the Joint Committee began in September

2017 and the committee received information from child care 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 74). 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 under the auspices of the National Joint Council 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 PSAC also proposes that the new committee undertake a review of the Treasury Board Policy on Workplace Day Care Centres, and its funding model. Such a review should aim at expanding the number of subsidized high-quality day care facilities located in federal buildings. These centres play an important role where there is a dramatic lack of affordable quality child care. They have helped to eliminate barriers to women's participation in the labour market and have made it possible for parents to go to work without concerns about the safety and well-being of their children.

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 child care. Furthermore, we believe there is a common recognition that this discussion should be ongoing. The National Joint Council, which includes all of the bargaining agents in the core public administration, is the appropriate environment to continue those discussions as it calls itself the forum of choice for co-

development, consultation and information sharing between the government as an Employer and public service bargaining agents. Through the National Joint Council (NJC), the parties work together to resolve problems that apply across the public service.

Again, with this proposal the Union is simply aiming to reference the recommendations of the Joint National Child Care Committee in the Collective Agreement. 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. Moreover, the Collective Agreement is an information tool for our members and providing guidance to assist employees in obtaining information on child care is one of the key recommendations of the Committee. Thus, the Union respectfully requests that its proposals be included in the Board’s award.

APPENDIX O

MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO MENTAL HEALTH IN THE WORKPLACE

PSAC PROPOSAL

Replace current MOU with:

Memorandum of Understanding Between Treasury Board and the Public Service Alliance of Canada with Respect to Mental Health in the Workplace

This Memorandum of Understanding is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada regarding issues of mental health in the workplace.

The work of the Joint Task Force on Mental Health (JTF), highlighted the essential need for collaboration between management and unions as one of the key elements for successful implementation of a psychological health and safety management system within the federal public service.

As a result of the work done by the JTF, the parties agree to establish a Centre of Expertise on Mental Health in the Workplace (COE). The COE is established to pursue the long-term focus and to reflect the commitment from the senior leadership of the parties on the importance of mental health issues in the workplace. The COE will focus on continuous improvement and the successful implementation of measures to improve mental health in the workplace.

The COE will:

- **Have a joint governance structure between the PSAC (the Alliance) and Employer representatives**
- **Have a central, regional and virtual presence;**
- **Have a mandate that can evolve based on the needs of stakeholders within the federal public service;**
- **Have dedicated and long-term funding from Treasury Board.**

The parties agree to establish a formal governance structure that will include an Executive Board (previously named Steering Committee) and an Advisory Board (previously named Technical Committee).

The Executive Board and 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 This date may be extended by mutual agreement of the Executive Board members. The Advisory Board's terms of reference may be amended from time to time by mutual consent of the Executive Board members.

The ongoing responsibilities of the COE include:

- **Continue to build upon the overall Federal Public Service Workplace Mental Health Strategy;**
- **Continue to identify ways of reducing and eliminating the stigma in the workplace that is too frequently associated with mental health issues;**
- **Continue to identify ways to better communicate the issues of mental health challenges in the workplace**
- **Assess various tools such as existing policies, legislation and directives available to support employees facing these challenges;**
- **Monitor practices on mental health initiatives and wellness programs from within the federal public service, from other jurisdictions and from other employers that might be instructive for the federal public service;**
- **Continue to drive towards the implementation of the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard) and identify how implementation can best be achieved within the public service; recognizing that not all workplaces are the same;**
- **Promote the participation of joint health and safety committees and health and safety representatives;**
- **Promote the participation of the joint employment equity committees;**
- **Continue to identify challenges and barriers that may impact the successful implementation of mental health best practices; and**
- **Continue to identify areas where the objectives reflected in the Standard, or in the work of other organizations, represent a gap with existing approaches within the federal public service. Once identified, make ongoing recommendations to the Executive Board on how those gaps could be addressed. The National Standard for Psychological Health and Safety in the Workplace should be considered a minimum standard that the Employer's occupational health and safety program may exceed.**

In addition to these responsibilities, the COE will play a key role in:

- **Providing a roadmap for alignment to the National Standard.**
- **Providing expert support and guidance to all key stakeholders**
- **Establishing a best practice repository**

- **Developing a whole-of-government communications strategy in collaboration with various stakeholders**
- **Establishing partnerships and networks with key organizations**
- **Convening communities of practice**

RATIONALE

In March 2015, the President of the Treasury Board of Canada and the President of the Public Service Alliance of Canada reached an agreement to establish a Joint Task Force to address mental health in the workplace. Two committees were created, a Steering Committee and a Technical Committee. The Steering Committee provided guidance and leadership to the Technical Committee, and was led by the Chief Human Resources Officer, the President of the Public Service Alliance of Canada and President of the Professional Institute of the Public Service of Canada. The Technical Committee was composed of equal representatives of bargaining agents and the Employer, and was co-chaired by representatives of the Treasury Board Secretariat and the Public Service Alliance of Canada.

The Task Force produced three reports as part of its mandate, and following the first report, a federal Centre of Expertise on Mental Health in the Workplace was created in the spring of 2017. The Technical Committee recommendations provided to the Steering Committee called for a co-governance structure, long-term funding and for the Centre to operate arm's length from Treasury Board. To date, the Centre has been co-led by Employer and Union representatives (but not co-managed), and the 2018 federal budget proposed funding for a centre to focus on wellness, diversity and inclusion. Currently, the Centre does not operate at arm's length from Treasury Board.

The issue of mental health in federal workplaces is not going away, and indeed appears to be worsening over time (Exhibit 75). The Union believes that the excellent work that was done collaboratively by the Joint Task Force needs to continue and evolve through the operation of the Centre of Expertise. Since its establishment, the Technical Committee has been acting as an adhoc advisory committee to the Centre, and the Union

is proposing that this become formalized into a joint governance structure. The issues related to mental health 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 capability in its proposal in this amended MOU on Mental Health in the Workplace.

APPENDIX P

MEMORANDUM OF AGREEMENT ON SUPPORTING EMPLOYEE WELLNESS

PSAC PROPOSAL

Delete the MOU.

RATIONALE

The parties signed the MOU in December of 2016, and the Technical Committee began its work in March,2017. This committee met more than a dozen times in 2017, and did much good work in reviewing research, best practices and public service data on the wellness content agreed to in the MOU. By January 2018, the Technical Committee was awaiting further guidance from the Steering Committee, which never materialized. As a result, the Technical Committee never prepared formal recommendations for a wellness plan prior to the commencement of a new collective bargaining round later in 2018. The PSAC believed at that time, that it was premature to try and formalize any recommendations for inclusion in this round of bargaining, especially given the challenges that the Phoenix compensation system posed, and the level of resources needed to address pay and benefit issues amongst federal public service employees. Consequently, the Union believes that the MOU has been overtaken by circumstances that make it impossible to complete the work, and so it proposes to delete the MOU from the Collective Agreement and have any discussions that relate to employee wellness within the context of collective bargaining.

APPENDIX XX

MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA

PSAC PROPOSAL

This Memorandum of Understanding is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada (PSAC) concerning the process to be followed to re-open the Collective Agreements for the following bargaining units:

Program and Administrative Services (PA)

Technical Services (TC)

Operational Services (SV)

Education and Library Science (EB);

for the purpose of addressing the differences that exist between the above-noted Collective Agreements and the terms and conditions of work of employees who are transferred into these bargaining units from other public sector bargaining units while the Collective Agreements are in effect.

The parties agree that:

1. **Such employees shall become members of the Alliance occupational groups on the date in which their transfer is effective.**

2. **The Articles of the Collective Agreements for the above-noted bargaining units dealing with Check-Off (Article 11 (PA); Use of Employer Facilities (Article 12 (PA); Employee Representatives (Article 13 (PA) and Leave With or Without Pay for Alliance Business (Article 14 (PA) shall apply effective the date on which such transfers are effective.**

3. **Increases to rates of pay and allowances that apply to such employees shall be effective as per past practice.**

4. **All other terms and conditions of work that apply to such employees shall be frozen subject to negotiations between the Employer and the Alliance.**

5. **Negotiation of such terms and conditions of work shall commence no later than ninety (90) days after notice of the intent to transfer such employees into the above-noted occupational groups is provided to the Alliance.**

6. **Should a negotiated settlement of the terms and conditions of work of such transferred employees not be reached, the parties agree that either side may declare impasse and that any outstanding issues be referred to binding arbitration by a Board of Arbitration consisting of a sidesperson representing each party and a mutually agreed-upon arbitrator chosen by the parties.**

RATIONALE

From time to time, reorganizations occur in the public service that result in transferring employees working under other collective agreements into the core public administration.

The most recent examples of this situation include the transfer of employees of the Canada Revenue Agency to Shared Services Canada in 2011 under the auspices of the *Public Sector Rearrangement and Transfer of Duties Act,* and the transfer of employees of the National Capital Commission to the Department of Canadian Heritage as the result of the adoption of the *Budget Implementation Act 2013* (Bill C-60).

On May 21, 2020, approximately 1,000 Civilian Members of the Royal Canadian Mounted Police, who have been pay-matched to classifications in the PA, TC, SV and EB bargaining units, will be deemed to be PSAC members.[81]

Needless to say, such transfers unleash a flurry of discussions between Treasury Board and the bargaining agent that may involve, but are not limited to:

- salary protection

[81] Legislative changes to deem Civilian Members to be public servants came in 2012 with the *Enhancing the Royal Canadian Mounted Police Accountability Act*. In 2015, a Supreme Court of Canada decision gave the RCMP the right to unionize, and the move to transfer Civilian Members to the core public administration gained momentum after Parliament passed Bill C-7, which established conditions for the Mounties to organize a police-only union.

- implementation dates for advancement on the wage grid and future pay adjustments
- retroactive pay (including for overtime and acting hours and deployments, as well as regular hours)
- retroactive recalculation of any cash-out of compensatory, vacation and severance pay
- grandparenting of certain terms and conditions of work
- reviewing of job descriptions
- dispute resolution process

Without any clear rules to guide the parties, these discussions can be protracted, resulting in an unfair burden of stress to transferred employees, who are working for a new employer and are left uncertain about their appropriate income and their terms and conditions of work.

For former NCC and CRA employees transferred to the core public administration in 2011 and 2013 respectively, certainty did not come until June 27, 2017, with the release of a decision on the outstanding issues between the parties by a PSLREB adjudicator.

These transfers are further complicated by the fact that they typically occur not during a round of collective bargaining, but when the bargaining unit is under contract – meaning there is no clear dispute resolution process if the parties – Treasury Board and the Union – are unable to reach a negotiated agreement on outstanding issues created by the transfer.

With a new transfer pending – that of Civilian Members into the PA, TC, SV and EB bargaining units – and one which is likely to occur after the current round of bargaining is complete, PSAC proposes that the parties agree to a bargaining protocol to guide the parties in such situations.

In the proposal above, it is the view of PSAC that such employees should become members of the bargaining group the day the transfer is effective, and that current articles 10, 9, 8 and 14 dealing with Check-Off; Use of Employer Facilities, Employee Representatives and Leave With or Without Pay for Alliance Business shall also apply effective the date of transfer to ensure proper representation of these new members.

PSAC is further of the view that increases to rates of pay and allowances of transferred employees shall become effective as per past practice, pending negotiations between the parties.

In points 4 and 5, PSAC proposes that the concept of a legislative freeze of all other terms and conditions of work of transferred employees be applied; and that negotiations covering such terms and conditions of work commence no later than 90 days after notice of intent to transfer is given to the bargaining agent.

Finally, it is the Union's position that if the employees are transferred into a bargaining unit which is under contract at the time of transfer, and if the parties are unable to reach a negotiated settlement with respect to the terms and conditions of work of transferred employees, the only reasonable dispute resolution mechanism is for the parties to refer any outstanding issues to binding arbitration.

PSAC respectfully requests that the Commission recommend the adoption of this proposed Memorandum of Agreement.

PART 4

OUTSTANDING EB SPECIFIC ISSUES

ARTICLE 2

INTERPRETATION AND DEFINITIONS

PSAC PROPOSAL

"**family**" *(famille)* except where otherwise specified in this agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, **brother-in-law, sister-in-law,** the employee's grandparents and relative permanently residing in the employee's household or with whom the employee permanently resides**.**

RATIONALE

The Union's proposal in Article 2, to amend the definition of family to include brother-in-law and sister-in-law, is meant to not only create a definition of family that is better reflective of the diverse ways in which individuals assign importance to various familial relationships, but to also give the collective agreement greater internal consistency.

The current language of the collective agreement recognizes a number of familial relationships that are created through an employee's spouse. Specifically, the spouse of an employee's child (son-in-law and daughter-in-law) and the employee's spouse's parents (mother-in-law and father-in-law) are granted recognition through the current language in Article 2. Furthermore, brother-in-law and sister-in-law are the final in-law equivalent of the immediate family that are left unrecognized in the collective agreement. This is a completely arbitrary exclusion that the Union is looking to correct.

The continued exclusion of brother-in-law and sister-in-law from the definition of Family in Article 2 has tangible effect on employees as it denies them access to certain rights

that are available to them for similar familial relationships. Specifically, the exclusion of brother-in-law and sister-in-law from the definition of Family in Article 2 excludes employees from accessing leave without pay for care of the family for the siblings of their spouse (Article 22.09). This exclusion also limits their access to bereavement leave without loss of pay to one day, as opposed to the seven days available to mourn the loss of a son-in-law, daughter-in-law, father-in-law, or mother-in-law (Article 22.02 e)).

This arbitrary unfair distinction may cause undue hardship on the members of the bargaining unit. The Employer has offered no defense of this distinction, and the Union requests that its proposal for Article 2 be included in the Commission's recommendations.

ARTICLE 22.12

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

PSAC PROPOSAL

b. The total leave with pay which may be granted under this clause shall not exceed ~~thirty seven decimal five (37.5)~~ **seventy five (75)** hours in a fiscal year.

c. Subject to paragraph (b), the Employer shall grant leave with pay under the following circumstances:
   i. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
   ii. to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
   iii. to provide for the immediate and temporary care of a~~n elderly~~ member of the employee's family;
   iv. for needs directly related to the birth or to the adoption of the employee's child;
   v. to attend school functions, if the supervisor was notified of the function as far in advance as possible;
   vi. to provide for the employee's child in the case of a~~n unforeseeable~~ closure of the school or daycare facility;
   vii. ~~seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 22.12 (b) 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~~.~~**;**
   viii. **To visit a terminally ill family member.**

Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under sub-paragraph (c)(ii) 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

The Union has a number of key proposals in this Article.

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.

In the course of a family member's medical illness, a person may reach the stage of being considered terminally ill and be placed under palliative care. In such circumstances, an employee may wish to spend final moments with the family member whose life will soon come to an end. 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 is also seeking **to increase the amount of family-related responsibility leave available to employees to 75 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 76)

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 77)

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 Statistic 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 78)

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.

Moreover, employees at the Canada Revenue Agency, also PSAC members, have 45 hours per year of paid family-relative responsibility leave available to them. This is 7.5 hours more per year, or 20 per cent more hours of leave than are available to PSAC members in the core public administration. (Exhibit 79)

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.

ARTICLE 22.14

INJURY-ON-DUTY LEAVE

PSAC PROPOSAL

22.14 Injury-on-duty leave

An employee shall be granted injury on-duty leave with pay for such period as ~~may be reasonably determined by the Employer~~ **certified by a Workers' Compensation authority** when a claim has been made pursuant to the *Government Employees Compensation Act* and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

a. personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,

or

b. an industrial illness**, vicarious trauma, or any other illness, injury** or ~~a~~ disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General for Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease provided, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

RATIONALE

In virtually all cases where the Treasury Board is the Employer, employees disabled due to an occupational illness are entitled to injury-on-duty leave with full normal pay for such reasonable period as is determined by the Employer, where the disability is confirmed by a Provincial Workmen's Compensation Board pursuant to *the Government Employees Compensation Act* [GECA]."[82]

Treasury Board guidelines allow the Employer to unilaterally decide when to end the benefits provided by injury-on-duty leave, even though the provincial and territorial

[82] Injury-on-duty leave https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12139
Congé pour accident du travail *https://www.tbs-sct.gc.ca/pol/doc-fra.aspx?id=12139*
Government Employees Compensation Act https://laws-lois.justice.gc.ca/eng/acts/g-5/
Loi sur l'indemnisation des agents de l'État https://laws-lois.justice.gc.ca/fra/lois/g-5/

workers' compensation board determines the appropriate period of recovery required to heal and to return to work[83]. In addition, the levels of workers compensation benefits received via their respective provincial Worker's Compensation Boards (WCB) vary by province and territory.

The Union respectfully submits that the changes proposed to article 22.14 would

1. provide a clear and consistent standard for the implementation and scope of injury-on-duty leave for all members covered under this Collective Agreement;

2. ensure that injured members covered by this Collective Agreement receive injury-on-duty leave for 'such period as certified by a Workers' Compensation authority'; and

3. bring this Collective Agreement in line with those federal units that have negotiated language ensuring pay and benefits to all injured or ill workers for the complete period approved by the provincial or territorial workers' compensation boards.

WCB benefits and inclusions are not equal across provinces and territories. Under the same Collective Agreement, our members do not receive the same WCB benefits. Upon getting switched to direct WCB benefits, an injured member drops from 100 per cent of their regular pay to between 75 per cent to 90 per cent of their net income depending on which province or territory in why they reside. Maximum assessable salary caps also vary by jurisdiction[84].

[83] https://www.canada.ca/en/employment-social-development/corporate/reports/evaluations/federal-worker-compensation-service.html Evaluation of the Federal Workers' Compensation Service

https://www.canada.ca/fr/emploi-developpement-social/ministere/rapports/evaluations/service-federal-indemnisation-accident.html Évaluation du Service fédéral d'indemnisation des accidentés du travail (accessed September 14, 2019)

[84] Association of Workers' Compensation Boards of Canada; Benefits http://awcbc.org/?page_id=75

Association des commissions des accidents du travail du Canada; Prestations d'indemnisation http://awcbc.org/fr/?page_id=360

Inclusion of mental health injuries. Provincial and territorial workers compensation boards are updating and aligning their coverage rules for acute and chronic mental injuries. The union believes that language in this Collective Agreement should reflect the recent changes in provincial legislatures.

Jurisdiction	% of earnings benefits are based on	Max. assessable earnings (2018)[85]	Coverage of psychological illness due to workplace trauma[86]
SK	90% net	$88,314	Acute and chronic trauma
NL		$65,600	Acute and chronic trauma
QC		$76,500	Acute and chronic, trauma and non-traumatic
NWT & NT		$92,400	Acute and chronic, trauma only
AB		$98,700	Acute and chronic, trauma and non-traumatic
MB		$127,000	Acute trauma
ON	85% net	$92,600	Acute and chronic, trauma and non-traumatic
PEI		$55,000	Acute and chronic, trauma and non-traumatic
NB	85% loss of earnings[87]	$64,800	Acute trauma
NS	75% net first 26 weeks, then 85% net	$60,900	Acute trauma
YK	75% gross[88]	$89,145	Acute trauma
BC	90% net	$84,800	Acute and chronic, trauma and non-traumatic

Mitigation of members' hardships. The current language in the Collective Agreement is problematic, causing hardship for injured members in various ways.

The financial hardship of living on a reduced salary while on direct WCB payments is exacerbated when upon their return to work, an individual is responsible for repaying the Employer for their portions of Superannuation, Public Service Health Care Plan, Supplemental Death Benefit, and Disability Insurance. Members off for 10 days or longer

[85] Association of Workers' Compensation Boards of Canada; Statistics http://awcbc.org/?page_id=599

Association des commissions des accidents du travail du Canada Statistiques http://awcbc.org/fr/?page_id=2236

[86] HR Insider https://hrinsider.ca/hr-legal-trends-workers-comp-mental-stress/

[87] http://awcbc.org/?page_id=9797 Loss of earnings is defined as average net earnings minus net estimated capable earnings.

http://awcbc.org/fr/?page_id=9806 La perte de revenus est définie comme la différence entre les revenus moyens nets et la capacité de revenus moyens nets.

[88] Unless the worker earns equal to or less than the minimum compensation amount (25% of the maximum wage rate), in which case the worker receives 100% of gross.

also lose out on the accumulation of sick leave and annual leave credits. Periods of leave without pay are not counted for pay revision, pay increases, increment dates, and continuous employment purposes, thereby creating long-term cost implications for the member.

Implementation practices of injury-on-duty leave are not consistent from region to region and even within departments. *"Departmental officials do not have any adjudication authority but must report all workplace injuries and occupational diseases…"*[89]*.* Departments must obtain and verify notification of the period of disability from Labour Canada before injury-on-duty leave is approved. However, there is no consistent standard of a 'reasonable' duration for injury-on-duty leave, nor when to switch the injured member to 'direct WCB benefits'. Leave should not be granted beyond the date certified through Labour Canada that the employee is fit for work and require a departmental review if the leave granted reaches 130 days[90]. Notwithstanding this guideline, the requirement for a departmental review is bound to be extremely rare: According to aggregated, long-term data, the average duration of granted loss-of-time workers compensation claims is far below 130 days **(tables below)**. The likelihood that members of this bargaining unit would ever exceed 130 days is negligible. There is therefore not cogent reason why length of injury-on-duty leave should be a concern.

[89] Employer's Guide to the Government Employees Compensation Act https://www.canada.ca/en/employment-social-development/services/health-safety/compensation/geca.html

Guide de l'employeur au sujet de la Loi sur l'indemnisation des agents de l'État https://www.canada.ca/fr/emploi-developpement-social/services/sante-securite/indemnisation/liae.html (accessed August 21, 2019)

[90]Injury-on-duty Leave https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12139&section=html

Congé pour accident du travail https://www.tbs-sct.gc.ca/pol/doc-fra.aspx?id=12139&section=html (Accessed August 21, 2019)

Average duration of claims ()[91]

Province/Territory	Average duration per claim over 5 years (2013-2017)*	Average duration of claim per year based on 2013-2017
NL	129.3	**25.9**
PE	69.8	**14.0**
NS	117.3	**23.5**
NB	105.3	**21.1**
MB	34.3	**6.9**
SK	53.6	**10.7**
AB	70.9	**14.2**
BC	74.1	**14.8**
YT	29.3	**5.9**

**The estimated total number of calendar days compensated for short-term disability over the first five calendar years of a typical Lost Time Claim (if current conditions are continued for future years)[92].*

In Ontario[93] the average days lost** within one month after an injury or illness has stayed mostly the same. In 2018, the average days lost in one month was 7.7.

Average duration of claims within one month and three months (Ontario)

Ontario	Average # of days lost within 1 month	Average # of days lost within 3 months
2009	7.7	14.7
2010	7.7	14.5
2011	7.7	14.2
2012	7.4	13.3
2013	7.5	13.8
2014	7.5	13.5
2015	7.6	13.6
2016	7.7	14.1
2017	7.8	14.6
2018	7.7	14.7

*** Average days lost are the average number of days that loss-of-earnings benefits were paid.*

[91] No data available for QC, ON, and NWT/NU
Association of Workers' Compensation Boards of Canada
[92] Canadian Workers' Compensation System http://awcbc.org/?page_id=11803

Programmes d'indemnisation des accidents du travail au Canada http://awcbc.org/fr/?page_id=11805

(Accessed September 14, 2019)

[93]http://www.wsibstatistics.ca/S1/Average%20Days%20Lost%20_%20WSIB%20By%20The%20Numbers_P.php (accessed September 14, 2019)

Provincial Boards' claim decisions are based on the type of injury and aim to allow the employee to heal and then safely return to work. Unlike these Boards, departments do not have a century of experience adjudicating workplace related injuries and decisions to terminate injury-on-duty leave. They can and are influenced by internal biases and circumstances and the relationship of the Employer with the individual involved in the accident. A manager who is kindly disposed towards a member may approve a longer period of leave than if they dislike the individual. Members have reported getting switched to direct WCB payments after only a few days.

The nature of the accident or illness can influence the Employer's decision to move members to direct WCB payments. Members suffering from a repetitive strain injury are more likely to be switched to direct benefits quickly; a workplace accident previously covered by the media can prompt the Employer to keep the member on injury-on-duty leave longer.

Whereas wages paid under the current injury-on-duty leave provisions are usually drawn from the respective section or branch of the department in which the injured member is working, direct WCB claim payments come out of a central budget at Federal Workers Compensation Program (FWCP)[94]. This can put pressure on the department to switch the injured member to direct WCB payments as soon as possible to free up salary money and replace the injured member with a 'fit' worker. This type of situation often becomes a barrier when trying to accommodate an injured member with modified duties or a gradual return to work program.

[94] Audit of the Federal Workers Compensation Programs - January 2018 https://www.canada.ca/en/employment-social-development/corporate/reports/audits/federal-workers-compensation-programs.html

Audit des programmes fédéraux d'indemnisation des accidentés du travail - Janvier 2018 https://www.canada.ca/fr/emploi-developpement-social/ministere/rapports/verification/programmes-federaux-indemnisation-accidentes.html (accessed September 14, 2019)

Members cannot challenge or appeal the Employer's decision to switch them to direct WCB payments, no matter how unreasonable the decision may appear to be.

Previous recommendation by Conciliation Board

It is significant that having presented its case to a Conciliation Board, the Board agreed with the Union that the Employer's discretion over the period of injury-on-duty leave should be removed[95]. The Board recommended that the first part of clause 41.01 read:

> *41.01 An employee shall be granted injury-on-duty leave with **pay for the period of time that a Workers Compensation authority has certified that the employee is unable to work** …*

Existing contract language in other collective agreements

The PSAC/UPCE collective agreement has language ensuring pay and benefits to all injured/ill workers for the complete period approved by the provincial or territorial workers' compensation board. Similarly, the PSAC represents workers at the House of Commons in the Library Technician and Clerical and General Services, Library Sciences and Operational and Postal Workers groups at the House of Commons who have language in their collective agreements that does not give the Employer discretion to determine the term of injury-on-duty leave, but instead links it to the Worker's Compensation Authority claim decision (Exhibit 80).

Our proposal is grounded in sound rationale and these federal sector collective agreements prove that our proposal is fair to injured workers and workable for the Treasury Board. In light of these reasons, the Union respectfully asks the Board to include this proposal in its recommendations.

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[95] Federal Public Sector Labour Relations and Employment Board Decisions https://decisions.fpslreb-crtespf.gc.ca/fpslreb-crtespf/d/en/item/357499/index.do

Décisions de la CRTESPF https://decisions.fpslreb-crtespf.gc.ca/fpslreb-crtespf/d/fr/item/357499/index.do Commission des relations de travail et de l'emploi dans le secteur public federal (Accessed September 14, 2019)

ARTICLE 23

EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT

PSAC PROPOSAL

Clause 23.01 to 23.12 inclusively apply only to the employees in the Education (ED) Group and Educational Support (EU) Group

23.10 Professional Development

a. Professional development refers to an activity which in the opinion of the Employer, is likely to be of assistance to the individual in furthering his or her professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:

   i. a course given by the Employer;
   ii. a course, including correspondence and online courses, offered by a recognized academic institution;
   iii. a research program carried out in a recognized institution;
   iv. a symposium, seminar, conference, convention or study session in a specialized field directly related to the employee's work.

b. The Employer shall communicate to employees the process for accessing the learning opportunities identified in paragraph 23.10(a).

c. Where an employee has submitted an application for professional development leave in one of the activities described in paragraph 23.10(a) above and has been selected by the Employer, the employee shall continue to receive his or her normal salary plus any allowances that apply, in addition to any increments to which the employee may be entitled. The employee shall receive no pay under Articles 27 and 48 during time spent on professional development leave provided for in this clause.

d. Employees taking professional development training shall be reimbursed for all reasonable **expenses related to** travel **and attendance at the events.** ~~travel and other expenses incurred by them which the Employer may deem appropriate.~~

e. Once the Employer has selected an employee for professional development leave, according to subparagraphs 23.10(a)(ii), (iii), (iv) above, the Employer shall consult with the employee to determine the

institution where the work or study program concerned will be undertaken and the duration of the program.

f. **The Employer agrees that professional development days shall be used primarily for academic initiatives rather than departmental initiatives, and agrees to use no more than one (1) professional development day per year for departmental training purposes.**

Clauses 23.13 to 23.16 inclusively apply only to the employees of the Library Science (LS) Group.

23.14 Attendance at a conference and conventions

a. In order that each employee shall have the opportunity for an exchange of knowledge and experience with his or her professional colleagues, the employee shall have the right to apply to attend a reasonable number of conferences or conventions**, in Canada or within North America,** related to his or her field of specialization. The Employer ~~may~~ **shall** grant leave with pay and reasonable expenses, including registration fees, to attend such gatherings, subject to budgetary and operational constraints as determined by the Employer.

b. An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, on travel status.

c. An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his or her field of employment, ~~may~~ **shall** be granted leave with pay for this purpose and **shall** ~~may~~, in addition, be reimbursed for his or her payment of registration fees and reasonable travel expenses.

d. An employee shall not be entitled to any compensation under Article 27 and 48 in respect of hours he or she is in attendance at or travelling to or from a conference or convention, under the provisions of this clause, except as ~~may be~~ provided in paragraph 23.16~~(b)~~.

23.15 Professional development

e. An employee on professional development, under this clause, ~~may~~ **shall** be reimbursed for reasonable **expenses related to** travel **and attendance at the events.** ~~expenses and such other additional expenses as the Employer deems appropriate.~~

EMPLOYER PROPOSAL

23.05 An employee on education leave **may** ~~shall~~ receive allowances in lieu of salary equivalent ~~to from per cent (50%)~~ **up** to one hundred per cent (100%) of basic salary.

Rationale

As educators, the members of this bargaining unit are professionals who work in fields that in constant development and in which new techniques, knowledge, and teaching methods are being put into place to improve the ways in which teaching is undertaken. Therefore, the Union is proposing a series of modifications that increase the accessibility of education and career development opportunities for members of the bargaining unit.

The intention behind the modification proposed by the Union in Articles 23.10 d. and 23.15 e. is to standardize the language outlining the reimbursement of expenses related to professional development. The current language in 23.10 d. (ED and EU) and 23.15 e. (LS) differ in that the former states clearly that expenses incurred by ED and EU employees on professional development “shall be reimbursed”, while LS employees on professional development “may be reimbursed.” It is the Union’s position that Employees on professional development are entitled to the same certainty and assurances that their expenses related to their approved leave will be covered to the same extent, and in the same manner, as their colleagues in the same bargaining unit. The Union therefore proposes to standardize the language in both 23.10 d. and 23.15 e.

The Union’s proposal in 23.10 f. is intended to address a problem of misuse of professional development (PD) days by the Employer. Employees have reported that the

number of PD days used by the Employer for departmental training purposes unrelated to pedagogical development has grown, which has had the effect of reducing the time available to employees to use the days as they are intended.

The current language in 23.10 a. currently outlines the types of activities that may constitute professional development. Among these are courses offered by the Employer. While the Union recognizes their importance, it is seeking language that ensure that the limited number of PD days available to members are not entirely taken up with Employer-mandated trainings. Therefore, the Union is proposing language that would limit the use of PD days for departmental initiatives to one per year. This would allow members of the bargaining unit to use these days to further develop their pedagogical skills and knowledge to be better able to serve their students.

Regarding the Union's proposed modifications in 23.14, the Union is proposing language that would make attendance at conferences and conventions more accessible for LS members of the bargaining unit.

Employees in the LS group, who provide library services across the federal public service, are professionals in a field that is in constant development. The ability of library professionals to stay abreast of recent developments and practices benefits not only the employees, but the Employer as well, as it allows Employees to deliver services and perform their work in a manner that is current and keeps up with the field. Attending conferences and conventions of the professional associations in their field is key to keeping up with new ideas and practices in their field.

Unfortunately, professional association conferences and conventions in Library and Information Science are almost entirely held outside of Canada, primarily in the United States. Canadian librarians have not had a national association since the dissolution of the Canadian Library Association in 2016. While there are a number of regional and provincial library associations that serve public, academic, and school libraries, LS

members of this bargaining unit are primarily specialized librarians whose work is not represented by these regional and provincial bodies.

The Union is therefore proposing a modification to the language in 23.14 a. that would specify that employees covered by this clause are permitted to attend conferences outside of Canada and within North America. Although the current language does not exclude this possibility, members have raised the concern with the Union that their requests to attend these conferences have been denied on the grounds that they are not in Canada. Given that the professional associations, such as the Special Libraries Association, Internet Librarian Conference, and the North American Serials Interest Group Conference, and their respective conferences occur in the United States, and that these events play a key role in promoting new ideas and practices in the field, the Union holds that it is important to specify that Employees cannot be denied access to a conference solely on the grounds that it is held elsewhere in North America.

Furthermore to the point of ensuring the presence at conferences, the Union is proposing language in 23.14 c. that would ensure that Employees who are invited to speak at conferences in an official capacity shall be granted permission to attend and shall be reimbursed all registration fees and reasonable travel expenses. As outlined above, participation in conferences and convention is key to adapting new ideas and practices to the work performed by LS members of the bargaining unit. It is therefore a benefit to Employees and the Employer when the latter are invited to speak in an official capacity at professional events. The modifications to 23.14 c. seek to facilitate and encourage this practice.

The Employer's proposal in Article 23.05 would have the effect of reducing access to education leave by making it less financially viable for members of the bargaining unit to take this leave. The current language in 23.05 provides some degree of financial security during an approved leave by ensuring that employees shall receive some allowance while on leave, and that this amount be between 50% and 100% of their basic salary. The Employer is proposing to not only remove what assurance of financial support employees

currently have during the leave, but to also potentially reduce said allowance to an amount as low as 1% of an employee's basic salary. This would represent an important concession and effectively make the education leave less attractive and sustainable to members of the bargaining unit. The Employer has not demonstrated any need for this modification and the Union strongly opposes this concession.

ARTICLE 25

CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

EMPLOYER PROPOSAL

~~The following allowance replaces the former Penological Factor Allowance (PFA). The parties agree that only incumbents of positions deemed eligible and/or receiving PFA as of signing of this collective agreement, shall receive the Correctional Service Specific Duty Allowance (CSSDA), subject to the criteria outlined below.~~

25.01 The CSSDA shall be payable to incumbents of specific positions in the bargaining unit within Correctional Service of Canada. The Allowance provides additional compensation to an incumbent of a position who performs certain duties or responsibilities specific to Correctional Service of Canada (that is, custody of inmates, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders) within penitentiaries as defined in the Corrections and Conditional Release Act, and/or CSC Commissioner Directives**. The CSSDA is not payable to incumbents of positions located within Correctional Learning and Development Centres, Regional Headquarters, National Headquarters, and CORCAN establishments that do not meet the definition of penitentiary as defined in the Corrections and Conditional Release Act and/or CSC Commissioner Directives.**

25.02 The **value of the** CSSDA shall be two thousand dollars ($2,000) annually**.** ~~and paid on a bi-weekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month.~~ **Except as prescribed in clause 61.03 below, this allowance shall be paid on a biweekly basis for any month in which an employee performs the duties for a minimum period of ten (10) days in a position to which the CSSDA applies.**

RATIONALE

The Union rejects the Employer's proposal to alter the provisions of the CSSDA as outlined in its proposal above. The parties only negotiated the CSSDA in their last round of bargaining, replacing the former Penological Factor Allowance and the former Offender Supervision Allowance, and harmonizing the two allowances to their maximum rates. During the life of the last Collective Agreement, the Employer did not raise any issues with the Union with respect to the CSSDA, and has provided no cogent rationale for its position during the current round of bargaining.

Such an amendment may interfere with the application of the allowance to workers who currently qualify for it. The Union is not in support of any change in language that, despite their proximity to and interaction with members of the offender community while performing their duties on behalf of the Employer, leads to even one worker being excluded from receipt of the allowance.

As such, the Union respectfully requests that the Commission not recommend the amended language proposed by the Employer.

ARTICLE 27

TRAVELLING TIME

PSAC PROPOSAL

27.02 When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 27.03 and 27.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over ~~is not longer than three (3) hours.~~ **does not include an overnight stay.**

27.04 ~~If an employee is required to travel as set forth in clauses 27.02 and 27.03:~~ **When in the performance of his or her duties, an employee is required by the Employer to travel, time necessarily spent in such travel shall be considered as time worked and compensated for as follows:**

~~a. on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.~~

~~b.~~ **a.** on a normal working day ~~on which the employee travels and works,~~ the employee shall be paid:

i. his or her regular pay for the day for a combined period of travel and work ~~not exceeding his or her regular scheduled working hours;~~
and

ii. at the applicable overtime rate for additional travel **and/or work** time in excess of his or her regular scheduled hours of work ~~and travel, with a maximum payment for such additional travel time not to exceed fifteen (15) hours pay at the straight-time rate of pay;~~

~~c.~~ **b.** on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for **all** hours travelled **and/or worked** ~~to a maximum of fifteen (15) hours pay at the straight-time rate of pay.~~

RATIONALE

The travelling time article in the collective agreement reflects an outdated view of the work that members do when travelling. The Union is proposing to modernize this article to reflect the work that they do when travelling on behalf of the Employer. The Union is

proposing a second change regarding how to deal with stopovers to ensure that members are properly compensated for the time that they are captive when travelling.

The issue of stopovers is a simple one: members should be compensated for the time that they are captive in a travel situation. The existing language limits compensation to a maximum of three hours for a stopover when in transit. The range of employees' travel in PSAC bargaining units varies significantly. While there may be travel between two major Canadian cities, requiring short stopovers, many may employees travel to remote places with minimal air service, requiring long periods of time waiting for flights. Flying to the Territories, or to other remote locations oftentimes may require long stopovers and significant waiting time. Additionally, during winter, flights often get delayed or cancelled. An employee who is stuck in an airport during a stopover which is extended due to weather or other reasons beyond his/her control would be captive and not compensated for such inconveniences due to the existing language in the collective agreement.

The Union respectfully submits that where an employee is captive, they should be compensated for such captivity. The Union proposes to replace the limit of three hours' compensation to any situation where there is not an overnight stay.

With respect to 27.04, the Union is proposing to move from a complicated system where work or travel is worth one thing on a certain day, but something different on another day, to a simple system that reflects the reality of employees' working lives. The Union proposes to simply treat travelling time as working time, regardless of the day or time that it is done.

This proposal modernizes the language to reflect the differences in the way that work is being performed. With access to email, smart phones, laptops, ubiquitous wifi and VPNs, members are often working during their period of travel. The Union respectfully submits that there is no good reason to continue to distinguish between "work" and "travel". An employee is captive during that period of time when travelling for the Employer and should be compensated as such.

Both of these changes reflect a similar approach that is taken in Provincial public service collective agreements. Surveying all ten provincial agreements, the Union notes that all of the comparable, large provinces: Alberta, BC, Ontario and Quebec feature rules similar to what the Union is proposing, where time spent travelling is considered time worked. Only one other agreement features a rule that is anything other than what the Unions is proposing.

Provision	Province(s)
Treat all travel time as time worked	Alberta, BC, Ontario, Quebec, Saskatchewan
Travel time to be compensated as straight time	Newfoundland
No clear provision in the collective agreement	Manitoba, New Brunswick, Nova Scotia, PEI

All provisions in Exhibit 81

Based on the principle of being compensated for time spent working and/or travelling on behalf of the Employer, on the fact that comparator agreements feature this provision, and on the minimal cost, the Union respectfully asks the Commission to include the Union's proposal in its recommendations.

ARTICLE 31

STATEMENT OF DUTIES

PSAC PROPOSAL

31.01 **At the time of hiring and at any time** ~~U~~**u**pon written request an employee shall be provided with a complete and current statement of 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**, supervisory and reporting relationships, and classification levels of respective positions. Each aforementioned document shall require supervisor's and employee's signatures and receipt date and shall contain a paragraph explaining employees' right to grieve the content within prescribed timelines.**

The Employer shall conduct a review of, and make any necessary updates to, and employee's Statement of Duties every five (5) years.

EMPLOYER PROPOSAL

31.01 Upon written request an employee shall be provided with ~~a complete and current~~ **an official** statement of 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 Union's proposal in article 31.01 aims to ensure that all employees will receive a copy of their statements of duties, and that these will truly be complete and current.

The Union proposes that, rather than wait for an employee to request a copy of their statement of duties, the employer provide them with one upon hiring. This will ensure that all employees receive a copy of not only their statement of duties, but also, as the Union is further proposing, clear information about their position's place in the organization. This practice is not unheard of in the Federal Public Sector, as the Employer has signed at

least two collective agreements containing this right with other bargaining units (Exhibit 82). Such information would also ensure that new employees, who are on probation for a year, would not be caught off guard with respect to the Employer's expectations of their roles and responsibilities.

The Union believes that this language will help ensure that all employees, and particularly new ones, will have a clear and more complete understanding of their roles and responsibilities within their workplace. Our members have reported to the Union that this has been an issue, as they have not only found the process of requesting a copy of their statements of duties to be frustrating, but that, upon receiving their statements of duties, they have found them to be incomplete and outdated.

The Union is also proposing that, in an effort to ensure that statements of duties are kept up-to-date, the Employer undertake a review is critical to keep up with changing Employer expectations. In the education sector, for example, there is a strong push to make greater use of electronic and online resources and tools.

Regarding the Employer's proposal in article 31.01, the Employer has proposed to strike the words "current and complete" from the clause entitling an employee to their statement of duties upon request. The Union is unclear on what is to be gained from a labour relations perspective by allowing the Employer to provide a statement of duties to an employee which may be incomplete and/or outdated.

An employee's statement of duties provides clear guidance to evaluate performance, provide protection from arbitrary discipline and is the lynchpin to providing fair compensation through the classification system. A statement of duties which is not complete and/or not current could obviously provide misleading information, open an employee to unfair discipline and could result in an inappropriate classification. The Union does not believe that this proposal would serve the parties, and respectfully submits that this should not be included in the Board's recommendations.

ARTICLE 43

HOURS OF WORK FOR THE LS GROUP

EMPLOYER PROPOSAL

43.05 When an employee whose hours of work are scheduled pursuant to clause 43.04, employees who are required to change their scheduled hours of work without receiving at least ~~five (5) days'~~ **forty-eight (48) hours'** notice in advance of the starting time of such change in his or her scheduled shift, the employee shall be paid at the rate of time and one-half (1 1/2) for all hours worked outside of those which the employee is scheduled to work.

RATIONALE

The Employer has proposed reducing the period where a penalty would be payable for changing a shift worker's schedule on short notice. This would be a significant reduction from five days to 48 hours.

Such a penalty is payable for the hardship of rearranging one's life with little notice. Short shift changes can result in added cost to employees of arranging for child care, elder care, or for cancelling plans that an employee may have. Such a proposal would interfere with the work/life balance of employees, as the Employer would be able to change shift schedules of shift workers with very little notice, and no compensation. This would allow managers the ability to potentially wreak havoc with the lives of members through changes to their working hours.

The Union respectfully submits that there is no demonstrated need for such a proposal. The Employer has given no detailed rationale for this proposal beyond a vague reference to requiring "flexibility". This provision has been a part of the collective agreement for LS employees since at least 1978 (Exhibit 83) and there has been no case made for its removal.

ARTICLE 45

WORK YEAR AND HOURS OF WORK FOR THE ED-LAT SUB-GROUP

PSAC PROPOSAL

NEW

45.12 Notwithstanding 45.11, employees shall be authorized to conduct their preparation time away from the Employer's premises.

EMPLOYER PROPOSAL

45.08 Except for employees whose hours of work are scheduled pursuant to clause 45.03, employees who are required to change their scheduled hours of work without receiving at least ~~five (5) days'~~ **forty-eight (48) hours'** notice in advance fo the starting time of such change shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 1/2). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

45.10 ~~a. Hours of teaching must be in accordance with the November 30, 1989, Award of the Special Arbitration Panel chaired by M. Teplitsky.~~

~~b.~~ Notwithstanding the Employer's right to decide on course content and methods of delivery, hours of teaching shall include time spent in remote and/or direct contact with student(s). Remote contact includes but is limited to the use of the Internet, telephone or other electronic means of communication.

RATIONALE

The Union's proposal in Article 45.12 stems from complaints that the Union has received from many members, particularly those who work at DND, whose Supervisors have frequently denied them the ability to conduct any of their work offsite by requiring that they remain onsite for their entire work day. The Union is proposing an addition to the current language that would ensure that Employees in the ED-LAT sub-group have the right to conduct their preparation time away from the Employer's premises. This language would help ensure that Employees in the ED-LAT sub-group not only have access to the resources and tools necessary to be able to conduct their work properly, but that they

also be allowed to exercise the same degree of autonomy that is standard to educators in the post-secondary and adult education sectors.

The inability to conduct any preparation work away from the Employer's premises can be an impediment to an Employee's ability to properly prepare their lessons. Members of the ED-LAT sub-group are tasked with the responsibility of teaching language skills to a variety of individuals and groups from different occupational groups in the Federal public sector. As a result, lessons must be tailored to individuals or to small groups, often from specific occupations, with different abilities, and who may be taking these courses for a variety of reasons. Effective lesson preparation therefore requires that these lessons constantly evolve to not only fit the needs of the students, but that they also be structured and presented in ways that make sense to the students receiving them. As a result, ED-LAT language instructors must make use of a variety of tools and resources to properly prepare and tailor their lessons to each new group. The content of their lessons must also evolve to remain current. Unfortunately, the resources and tools needed to do so are often unavailable on the employer's premises. Whether it be an absence of books on a given subject, or a limited access to online resources on government computers, ED-LATs find themselves in the position of having to either request permission to leave the Employer's premises to seek out these resources, or wait until they are at home to be able to properly conduct their work. Although Article 45.11 allows the Employer to authorize some work to be conducted away from the Employer's premises, this authorization has been frequently denied to members of the bargaining unit. As such, the Union is proposing language that would account for the unique needs of ED-LATs to properly conduct their work.

Furthermore, confining ED-LAT instructors to their offices or cubicles for 37.5 hours per week is a practice that does not suit the nature of the work performed by this group of Employees. The work performed by ED-LATs can be performed in multiple locations and, as noted above, the inability to do so can oftentimes hinder their ability to do their work properly. Furthermore, the nature of this work is such that an instructor does not cease to work after their scheduled work day. As noted in the November 30, 1989 Award of the

Special Arbitration Panel chaired by Martin Teplitsky, “a teacher as a professional does not only work a 37 ½ work week and equally should not be unnecessarily confined to his place of work for 37 ½ hours each week.” (Exhibit 84) Doing so, as noted above, does not reflect the nature of the work required of ED-LATs.

Although the Employer has refused to engage with the Union’s proposal in Article 45.12, it has agreed to similar language in the collective agreement with another bargaining agent. Like ED-LATs, Employees governed by the collective agreement between the Employer and the Canadian Military Colleges Faculty Association (UT group) provide instruction to adults. While their standard hours of work are the same as members of the ED-LAT sub-group (7.5 hours per day, 37.5 hours per week), the language in that collective agreement recognizes the unique nature of their work while also granting Employees the ability to adjust their arrival and departure times, as well as their hours of work, in order to account for the nature of their work. (Exhibit 85) The Union’s proposal in Article 45.12 seeks to provide ED-LAT members of this bargaining unit with the same rights.

It is important to note that the Union’s proposal is distinct from the issue of telework, as employees are not requesting access to perform their classroom hours outside of the workplace. Rather, the Union’s proposal addresses non-classroom activities only, for which there is no tangible or real requirement for employees to be onsite. As a result, the Union views the proposal in 45.12 and telework as separate issues.

Regarding the Employer’s proposed amendment in Article 45.08, the Union reiterates its opposition to the proposed language on the same grounds outlined in the section for Article 43. The fact remains that such a proposal would have significant impact on the work-life balances of employees, and create situations of hardship without providing any additional compensation. Similarly to the Employer’s proposal in Article 43, this provision has been a part of the collective agreement for ED-LAT employees since at least 1986 (Exhibit 86) and there has been no case made for its removal.

Regarding the Employer's proposed amendment in Article 45.10, the Union strongly objects to the removal of the reference to the Teplitsky decision from the collective agreement. This award forms an integral part of the collective agreement. Coming out of a strike conducted by ED-LATs in 1988, the decision sets out important aspects of the principles governing the hours of work for ED-LATs. This includes, among others, the Employer's right to schedule class hours, as well as a recognition that the nature of the work performed by ED-LATs is such that they should not be confined to the workplace 37.5 hours each week.

At no point has the Employer offered any arguments, or demonstrated any need to remove this reference to this award from the collective agreement. In fact, the Employer had verbally stated its willingness to withdraw its proposal on Article 45.10 if the Union would accept the Employer's proposal in Article 11. Seeing as there is no relationship between Articles 11 and 45, it is the Union's belief that the Employer does not hold its own proposal in Article 45.10 in high regard, and is simply using it as a means to achieve its proposed language on an unrelated matter. As such, the Union respectfully request that the Commission not include the Employer's proposal on Article 45.10 in its award.

ARTICLE 46

PEDAGOGICAL BREAK

PSAC PROPOSAL

46.04 Employees shall be granted a summer pedagogical break with pay which will include all calendar days between July 1 and July 9 inclusively. During this time, employees are entitled to one (1) designated paid holiday as provided for under clause 21.01 of this agreement.

EMPLOYER PROPOSAL

This article applies to employees in the Elementary and Secondary Teaching (ED-EST) sub-group who work for a period of twelve (12) months, the employees in the Language Teaching ED-LAT sub-group, to employees in ~~the Language Instructor and~~ Physical Education sub-groups of the Educational Support (EU) group, and to employees in the Education Services ED-EDS sub-group employed at the Department of National Defence Canada who regularly teach.

RATIONALE:

Currently the collective agreement provides for a break at Christmas for twelve-month ED-EST (Correctional Service Canada – CSC) teachers, EU, and ED-LATs. But unlike ten-month teachers, these twelve-month teachers do not have do not have a spring break. They are expected to work from January to their annual vacation without a scheduled break. The Union is seeking parity between the teaching groups in this regard.

The workload for twelve-month teachers is intense. CSC teachers for example, have new students entering their classes at various times, all at different levels of skills and abilities. This results in having to teach a number of grade levels simultaneously. ED-LATs have classes that finish on a Friday, with a new class beginning on a Monday. These are circumstances that are not faced by public school teachers who do receive an additional

break in the spring. The Union is proposing an additional pedagogical break to correct this imbalance.

As the Employer controls the scheduling of the class timetables, it would simply be a matter of instituting a break period for these groups. ED-LATs teach adult students from across the country. Such a break would allow these students to take some of their vacation leave and return home. Presently students take leave at different times, which can be disruptive to both their studies and the class. Instituting a fixed pedagogical break would give teachers and students a needed break, and would be a workable operational solution to a need that currently exists.

Regarding the Employer's proposal to strike out the reference to Language Instructors, the Union is not prepared to accept this proposal as the Employer has not demonstrated to the Union that these positions no longer exist, or why reference to this group should be removed from Article 46. The Union awaits further explanation as to why reference to this group should be removed.

ARTICLE 48

OVERTIME

PSAC PROPOSAL:

~~**48.01**~~This Article applies only to employees whose work year is twelve (12) months.
~~**48.02**~~

48.01a. When an employee works overtime authorized by the Employer, the employee shall be compensated on the basis of **double (2) time** ~~time and one-half (1 1/2)~~ for all hours worked in excess of seven decimal five (7.5) hours per day. **For greater clarity, this includes all overtime performed over the employee's regularly scheduled hours of work, on a first (1st), second (2nd) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.**

~~**LS/EU – 48.03 LS and EU Groups**~~

~~When an employee works overtime authorized by the Employer on his or her normal day of rest, compensation shall be granted on the basis of time and one-half (1 1/2) for all hours worked on the first day of rest, and double (2) time on the second day of rest.~~

~~**ED – 48.03 ED Group**~~

~~(a)When an employee is required by the Employer to work overtime on a normal day of rest, compensation shall be granted on the basis of time and one-half (1 1/2) for all hours worked.~~

~~(b)An employee who is required to work on a second day of rest is entitled to compensation at double (2) time provided that the employee also worked on the first day of rest. Second day of rest means the second day in an unbroken series of consecutive and continuous calendar days of rest.~~

48.11 Meals

a. An employee who works three (3) or more hours of overtime immediately before or immediately following normal hours of work shall be reimbursed expenses for one meal in the amount of ~~nine dollars ($9.00)~~ **fifteen dollars ($15.00)**~~, except where free meals are provided or the employee is on travel status~~.

b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of ~~nine dollars ($9.00)~~ **fifteen**

dollars ($15.00) for each additional four (4)-hour period of overtime worked thereafter~~, except where free meals are provided~~.

c. When overtime is worked in accordance with paragraphs 48.11(a) and (b) above, reasonable time to be determined by the Employer shall be allowed to the employee in order to take a meal break either at or adjacent to the employee's place of work, and such time shall be paid at the overtime rate where applicable.

d. Paragraphs 48.11(a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

EMPLOYER PROPOSAL

48.11 Meals

e. Meal allowances under this clause shall not apply to an employee who has approval to work overtime from a location other than his or her designated workplace.

RATIONALE

The Union's overtime and meal allowance proposal includes three parts. A proposal for double overtime for all overtime, an amendment to extend overtime rights and protections to all members of the bargaining, and the $15 meal allowance. The employer proposal of assignment of the meal allowance is also addressed.

First, the Union demands that all overtime be compensated at the rate of double time. This proposal simplifies and streamlines the input of overtime pay. Overtime, a form of non-basic pay, was regularly missing or miscalculated by the Phoenix pay system. Currently, overtime can be earned at variety of rates: 1.5 times the base rate and double time in specific situations. The union's proposal simplifies the input of overtime to a single rate. Further this proposal recognizes that any overtime is a disruption of the work/life balance. Sunday is currently paid at double time and any extra time worked is equally as important as your second day of rest.

The deletion of language in 48.01 that limits overtime to 12 month employees is to allow 10 month employees to be entitled to overtime pay. Currently 10 month employees, particularly teachers on reserve working for INAC work extensive hours outside of the time they are expected to be at school teaching classes, and their normal compensation is lagging significantly behind those of their provincial school board colleagues. In order to address this issue, allowing 10 month employees to be compensated for all hours worked for the employer is a reasonable request; 10 month employees should not be asked to subsidize their employer with free labour when they already are paid less for their services than other employees doing similar work in the same geographic areas.

Third, the Union is proposing an increase in overtime meal allowance. The allowance has not been increased since at least 1999 – twenty years ago. In the span of those two decades, food cost have been impacted by inflation which has increased almost 33% since 2003. As such, an increase in overtime meal allowance is well overdue. Overtime meal allowance for shift workers has been increased several times via PSLRB interest arbitration for several PSAC bargaining units over the last several years (Exhibit 87). In recent rounds of negotiations, Treasure Board Secretariat has agreed to a $12 meal allowance in the core federal public service for the following groups: FB (PSAC); AI, PR, and RO (Unifor); El (IBEW); FI (AFCO); FS (PAFSO); SR(C) (FGDCA); SR(E) and SR(W) (FGDTLC); SO (CMSG); SP, NR, CS, and SH (PIPSC); and EC and TR (CAPE).

The Union submits the same should apply here. Currently, the Employer provides a meal allowance of $10 in circumstances where meals are not provided, and the employees are required to work more than three (3) hours of overtime. In terms of demonstrable need, when this situation does arise, the Union submits that it is difficult, if not impossible, to find a restaurant that serves a meal for no more than $10. To this point, Restaurants Canada's 2019 Food Service Facts stated that restaurant menu prices in Canada rose 4.2% in the last year alone—the largest one-year increase since the introduction of the goods and services tax (GST) in 1991 (Exhibit 88).

With consideration of the employer's meal allowance proposal prohibiting the meal allowance for an employee who has approval to work overtime from a location other than their designated workplace. The employer's proposal is restrictive, lacks specificity, and no evidence of a financial hardship was provided to support the introduction of this new language.

ARTICLE 60

LEAVE FOR ED-EST AND EU EMPLOYEES WHO WORK A TEN (10) MONTH WORK YEAR

EMPLOYER PROPOSAL

60.01 The Employer shall**, subject to operational requirements,** grant ED-EST and EU employees who work a ten (10) month work year up to fifteen (15) hours of leave with pay**, to be granted in up to two (2) periods of seven decimal five (7.5) hours each,** within each school year for personal reasons, at a time requested by the employee within each school year for personal reasons, at a time requested by the employee, provided the employee gives the Employer advance notice prior to the commencements of the leave of at least five (5) working days, unless there is a valid reason, as determined by the Employer, why such notice cannot be given.

RATIONALE

The Employer is making two proposals in Article 60.01. The first modification proposes to make the personal leave available to ED-EST employees who work ten months a year subject to operational requirements. The current language calls for employees who are to take this leave to provide the employer with a minimum of five working days' notice before taking this leave (unless there is valid reason not to). The Union feels that this requirement for notification is sufficient to provide adequate time for the employer to take any measures needed to mitigate the effects of an employee taking this leave.

Furthermore, the Employer has characterized the proposal to make this leave subject to operational requirements as an attempt to correct an oversight in the language of the agreement. The leave covered in Article 60 has been in place for several years, as it was negotiated by the parties in its first form in the collective agreement expiring on June 30, 2000 (Exhibit 89). Had this simply been an oversight, the parties have had ample time to correct it, but have not done so despite the fact that the language has been re-opened

and amended on two different occasions since 2000 (contracts expiring June 30, 2007 and June 30, 2014) (Exhibit 90).

At no point in the previous two decades and six collective agreements has access to this leave been subject to operational requirements. Characterizing the language as an oversight is inaccurate, as this language has been part of the collective agreement for almost twenty years. In addition to mischaracterizing this proposal as an oversight, the Employer has failed to demonstrate a need for this modification. For the reasons noted above, and because the Employer's proposal would in effect restrict access to a leave that has been available to employees for nearly twenty years, the Union opposes the Employer's proposed modification.

Regarding the second proposed modification, it is the Union's understanding that the second proposed modification, to allow employees to separate their personal leave into two periods of 7.5 hours, is the current practice in several workplaces.

NEW ARTICLE

INDEMNIFICATION OF EMPLOYEES

PSAC PROPOSAL

XX.01 If an accusation is made, or an action or proceeding is brought against any Employee covered by this agreement for an alleged act committed by him or her in the performance of his or her duties, then:

a) The Employee, upon being accused or being served with any action or proceeding against him or her, shall advise the Employer of any such notification;

b) The Employer, upon receiving such notification in accordance with paragraph a) above, shall appoint counsel within twenty-four (24) hours. The Employer shall place the counsel in contact with the Employee within twenty-four (24) hours of having been appointed. The Employer accepts full responsibility for the action or proceeding brought against the Employee, and the Employee agrees to co-operate fully with appointed counsel.

RATIONALE

The Union proposal aims to provide clarity on some of the language contained in the Employer's *Policy on Legal Assistance and Indemnification*¸ specifically in regard to the delay in which an Employee can access Counsel. While Section 6.1.2 of the Employer's policy states that the Employer has the responsibility to provide Crown servants who are requesting legal assistance or indemnification with a timely response, as well as ensure that claims or threats of suits are acted upon quickly (Exhibit 91), the policy provides no direction on what delays an Employee may expect following their request. The Union proposes that Employees in this bargaining unit be provided with access to legal assistance within forty-eight hours of notifying the Employer of any accusation, action, or proceeding brought against them.

Members of this bargaining unit work in sensitive workspaces and any accusation, action or proceeding against them can have very significant and detrimental effects on their professional and personal lives. By ensuring access to counsel within a reasonable and defined amount of time, employees will be in a better position to not only address the accusations, but to also reduce the likelihood of accidentally prejudicing themselves or the employer in any subsequent court proceedings.

NEW ARTICLE

ALTERNATIVE WORK ARRANGEMENTS

PSAC PROPOSAL

XX.01 The Employer shall not unreasonably deny employee requests to carry out regularly assigned work duties away from the Employer's premises.

RATIONALE

Members of the bargaining unit have worked under the Employer's Telework Policy since its introduction in 1999. The purpose of this policy, as stated in the policy itself, is to "allow employees to work at alternative locations, thereby achieving a better balance between their work and personal lives, while continuing to contribute to the attainment of organizational goals." (Exhibit 92) Many employees throughout the Federal Public Sector, including some in this bargaining unit, rely on this option to strike an appropriate balance between their personal and professional lives. As a result, it has become an important part of the ways in which workers structure their daily lives in a manner that not only benefits employees, but also the employer.

Over the last decade, some members have reported that their access to telework has been suddenly revoked, creating the potential for negative consequences and difficulties that telework has allowed them to manage, sometimes for several years. The Union's proposal seeks to ensure, in the collective agreement, that the right of members of this bargaining unit to access telework is not only recognized, but also afforded some protection by ensuring that it will not be unreasonably denied.

ANNEX “A5”

EDUCATIONAL SUPPORT GROUP (EU)

ANNUAL RATES OF PAY (IN DOLLARS)

EMPLOYER PROPOSAL

~~***Table legend***~~
~~$) effective July 1, 2013~~
~~A) Effective July 1, 2014~~
~~B) Effective July 1, 2015~~
~~X) Restructure effective July 1, 2016~~
~~C) Effective July 1, 2016~~
~~D) Effective July 1, 2017~~
~~**Sub-Group: Language Instructor**~~

~~LAI-1~~

~~**Effective Date**~~	~~**Step 1**~~	~~**Step 2**~~	~~**Step 3**~~	~~**Step 4**~~	~~**Step 5**~~	~~**Step 6**~~	~~**Step 7**~~
~~**$) July 1, 2013**~~	~~56027~~	~~57264~~	~~58492~~	~~59710~~	~~60935~~	~~62168~~	~~63386~~
~~**A) July 1, 2014**~~	~~56727~~	~~57980~~	~~59223~~	~~60456~~	~~61697~~	~~62945~~	~~64178~~
~~**B) July 1, 2015**~~	~~57436~~	~~58705~~	~~59963~~	~~61212~~	~~62468~~	~~63732~~	~~64980~~
~~**X) Restructure effective July 1, 2016**~~	~~57723~~	~~58999~~	~~60263~~	~~61518~~	~~62780~~	~~64051~~	~~65305~~
~~**C) July 1, 2016**~~	~~58445~~	~~59736~~	~~61016~~	~~62287~~	~~63565~~	~~64852~~	~~66121~~
~~**D) July 1, 2017**~~	~~59176~~	~~60483~~	~~61779~~	~~63066~~	~~64360~~	~~65663~~	~~66948~~

RATIONALE

The Employer has not explained its proposal in any detail, and the Union awaits an explanation with some evidence as to why this pay grid should be removed from the collective agreement.