



Parks
Canada

Parcs
Canada



**SUBMISSION OF THE
PARKS CANADA AGENCY TO THE
PUBLIC INTEREST COMMISSION
IN RESPECT TO ALL EMPLOYEES OF THE EMPLOYER
Represented by the PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)**

CHAIRPERSON: Mr. Morton Mitchnick

MEMBERS: Mr. Anthony Boettger
For the Employer

Ms. Carol Wall
For the Bargaining Agent

SUBMITTED: January 13, 2020

HEARING: January 27, 28 and 30, 2020

IN THE MATTER of the Federal Public Sector Labour Relations Act and the dispute affecting the Public Service Alliance of Canada and Her Majesty in Right of Canada as represented by the Parks Canada Agency, in respect of all of the employees of the Employer in the Parks Canada bargaining unit as determined in the certificate issued by the Public Service Staff Relations Board on May 1st, 2001.

FOREWORD

This brief is being presented without prejudice to the Parks Canada's right to present any additional facts, or arguments it considers appropriate and relevant during the proceedings of the Commission.

INTRODUCTION

Preamble

The Parks Canada Agency is the steward of some of the greatest national examples of Canada's natural and cultural heritage and is responsible for maintaining their ecological and commemorative integrity for future generations. This network of more than 200 national parks, national historic sites and national marine conservation areas is the envy of the world, and Parks Canada has the privilege of presenting these national treasures to Canadians and to visitors from other countries in ways that foster public understanding, appreciation and enjoyment.

Parks Canada is committed to protecting and maintaining Canada's national parks and national historic sites by ensuring that they remain healthy and whole, through focused investments, by working with Indigenous peoples, provinces and territories, and by ensuring that ecological integrity is the first priority in decision-making in national parks. Similarly, national marine conservation areas are established and managed to ensure ecological sustainability, while promoting awareness and understanding among Canadians and providing benefits for Indigenous peoples and coastal communities.

Parks Canada's mandate requires varying degrees of year-round operations across Canada. With responsibility for the management and administration of 47 national parks and Rouge National Urban Park, five national marine conservation areas and 171 national historic sites, including nine historic canals, Parks Canada employees and resources are active in hundreds of communities and remote locations from coast to coast to coast. The workforce is dedicated to conserving Parks Canada places and sharing these places with visitors. In addition, the Agency is responsible for a diverse range of built assets and activities —from the Trans-Canada Highway that runs through the Mountain Parks in Alberta and British Columbia, to avalanche response along mountain highways and fire response areas across the country. The Agency has search-and-rescue capacity, dedicated wildlife personnel, an armed enforcement branch and an underwater archaeology group. Parks Canada cares for 31 million artifacts used actively in its sites to engage visitors and held in collections facilities to preserve them.

- [Annex 1 – Parks Canada Mandate and Places](#)
- [Annex 2 – National Parks System](#)
- [Annex 3 – National Marine Conservation Area](#)
- [Annex 4 – Parks Canada at a Glance](#)

Human Resources Overview

The *Parks Canada Agency Act* (PCAA) established Parks Canada as a separate employer, with the President & Chief Executive Officer responsible for human resources (HR) matters.

- [Annex 5 – Organizational Chart as of October 2019](#)

Of note, article 15 of the PCAA provides:

Notwithstanding section 112 of the Federal Public Sector Labour Relations Act, the Chief Executive Officer may, in accordance with the negotiating mandate approved by the President of the Treasury

Board, enter into a collective agreement with the bargaining agent for a bargaining unit composed of employees that is applicable to employees in that bargaining unit.

- **Annex 6 – Parks Canada Agency Act, Human Resources**

During peak season, approximately 90% of employees work in regional, remote or northern locations outside the National Capital Region in more than 400 communities. The diversity of work carried out at Parks Canada is reflected in 30 unionized occupational groups ranging from interpretation officers, engineers, biologists, historians, archaeologists, conservation architects and scientists, and collection specialists to general labourers, corporate administrators and law enforcement officers. In terms of indeterminate, seasonal and term employees, Parks Canada employs approximately:

- 3400 active indeterminate staff in low season (November to April);
- 4400 active indeterminate staff in high season (May to October); 43% are seasonal staff who work from 13 to 42 weeks a year; and
- 1600 term (specified period employment) staff

Parks Canada Bargaining Unit

Members of the Parks Canada Bargaining Unit are all represented by the Public Service Alliance of Canada (PSAC). As of November 13, 2019, the bargaining unit was composed of 5972 active employees.

The Parks Canada Bargaining Unit is unique in terms of its composition. The accreditation certificate issued on May 1st 2001, provides that all employees of Parks Canada (except unrepresented groups of employees) are part of a single bargaining unit.

There are 30 occupational groups included in the bargaining unit. This single collective agreement represents the equivalent of 12 collective agreements in the Core Public Administration (CPA) for whom the Treasury Board Secretariat (TBS) is the employer. The list of all occupational groups covered by the Parks Canada collective agreement is as follows:

- Architecture and Town Planning Group (AR)
- Administrative Services Group (AS)
- Biological Sciences Group (BI)
- Commerce Group (CO)
- Clerical and Regulatory Group (CR)
- Computer Systems Group (CS)
- Drafting and Illustration Group (DD)
- Economics and Social Science Services (EC)
- Education Group (ED)
- Engineering and Scientific Support Group (EG)
- Electronics Group (EL)
- Engineering and Land Survey Group (EN)
- Economics, Sociology and Statistics Group (ES)
- Financial Management Group (FI)
- Forestry Group (FO)
- General Labour and Trades Group (GL) (all sub-groups)

- General Services (GS) (all sub-groups)
- General Technical Group (GT)
- Heating, Power & Stationary Plant Operations,Group (HP)
- Historical Research Group (HR)
- Information Services Group (IS)
- Library Science Group (LS)
- Physical Sciences Group (PC)
- Purchasing and Supply Group (PG)
- Program Administration Group (PM)
- Photography Group (PY)
- Ships Crews Group (SC)
- Scientific Research Group (SE)
- Social Science Support Group (SI)
- Secretarial, Stenographic and Typing Group (ST)

Overview – Current Round of Collective Bargaining

In accordance with the *Federal Public Sector Labour Relations and Employment Act* (FPSLRA) the Bargaining Agent served notice to bargain with the Agency by letter dated June 18, 2018. The Bargaining Agent and Parks Canada were engaged in negotiations between January 2019 and July 2019 to renew the collective agreement of the bargaining unit, which expired on August 4, 2018. No agreements in principle were achieved during the five collective bargaining sessions that took place during that time in relation to the 85 proposals tabled by the Bargaining Agent and the 25 proposals tabled by the Agency.

The Bargaining Agent declared an impasse in bargaining on July 19, 2019, and filed for a Public Interest Commission on July 25, 2019.

On August 6 2019, the Agency submitted to the Federal Public Sector Labour Relations and Employment Board its response with regard to the Bargaining Agent's request for conciliation.

- **Annex 7 – Request for Conciliation of August 6, 2019, Parks Canada Submission**

The Agency remains of the view that the conciliation request was premature and that the Bargaining Agent did not demonstrate through its application the reasons for which they were declaring an impasse and seeking conciliation. Consequently, the Agency respectfully requested that the chairperson delay recommending the establishment of a public interest commission as per subsection 162(2) of the Act. The Agency's request was not granted.

Notwithstanding the above, the Agency is further convinced of its position given all the amendments and additional proposals filed by the Bargaining Agent since the declaration of the impasse

- **Annex 8 – List of Bargaining Agent Amendments and Additional Proposals Since Declaration of Impasse**

This document presents the Agency's perspective on the outstanding issues between the parties, including rates of pay. The document also provides relevant contextual information pertaining to the current round of bargaining in relation to all occupational groups covered by the bargaining unit.

The Parks Canada brief is organized as follows:

- **EXECUTIVE SUMMARY**

- **PART I** provides a status update on the current round of negotiations for the Parks Canada Bargaining Unit and the Core Public Administration (CPA) as a whole.

- **PART II** presents information on internal and external comparability, recruitment and retention, and the government's economic and fiscal circumstances.

- **PART III** presents the Agency's submission for rates of pay and duration, and the associated rationale, as well as a response to the PSAC proposal.

- **PART IV** presents the Agency's position on other outstanding proposals.

- **PART V** provides information on the various occupational groups that are part of the bargaining unit.

The Agency reiterates its commitment to continuing productive negotiations and is committed to making significant progress on a fair collective agreement for team members that is reasonable for taxpayers. The Agency remains open to proposals from the union's representatives for a contract that serves the interests of team members and Canadians.

EXECUTIVE SUMMARY

The Parks Canada Agency is committed to good faith negotiations and has a history of negotiations that are productive and respectful of its dedicated workforce. Parks Canada employees are hard-working individuals who do the organization proud each and every day on the job. They are deserving of fair terms and conditions of employment. The Agency's approach to collective bargaining is to negotiate agreements that are reasonable for employees, the Bargaining Agent and the Canadian taxpayers.

Chronology of events leading up to this Public Interest Commission

Between January 2019 and July 2019, the Bargaining Agent and Parks Canada engaged in five negotiation sessions. As both negotiating teams were preparing to set future bargaining dates for the coming weeks, Parks Canada was informed on Friday, July 19, 2019 that the Bargaining Agent was declaring an impasse in the negotiations.

The Public Service Alliance of Canada (PSAC) tabled 85 proposals for the bargaining unit, many of which have significant operational, legal and financial implications. Parks Canada tabled 25 proposals during this round of bargaining, bringing the total proposals to 110.

The following Parks Canada submission contains all of the proposals that the Agency and the Bargaining Agent tabled during negotiations as the parties have not as yet signed-off on any articles that were tabled during bargaining. Neither party has had the opportunity to fully respond to all proposals from the other party. Some of the most substantive proposals were tabled by the Bargaining Agent a day prior to declaring an impasse to negotiations with Parks Canada. It is the Agency's desire to return to the bargaining table with the Bargaining Agent.

State of Collective Bargaining for Other Federal Employers

The Government of Canada has reached 34 agreements during the current round of negotiations, covering more than 65,000 employees in the federal public service. This includes 17 agreements with 11 bargaining agents representing employees working in the core public administration (CPA), as well as 17 agreements with four bargaining agents representing employees of separate agencies, including the Canada Revenue Agency, the National Research Council and the National Film Board.

All 34 agreements cover a four-year period, and include economic increases of 2.0%, 2.0%, 1.5% and 1.5%, along with government-wide improvements such as the introduction of new leave provisions for domestic violence and caregiving, improvements to the maternity and parental leave and allowance provisions, as well as an expansion to the definition of family that broadens the scope of certain leave provisions.

In addition, all 34 agreements include the identical Memorandum of Understanding (MOU) on the implementation of the collective agreements for pay administration purposes. The MOU outlines a new methodology for calculating retroactive payments, provides specific timelines for implementing agreements and accountability measures with compensation for employees in recognition of the extended timelines.

Factors Taken into Consideration by the Public Interest Commission

The Federal Public Sector Labour Relations Act (FPSLRA) provides that in attempting to assist the parties resolve a bargaining impasse, a Public Interest Commission must take into account:

- Recruitment and retention;
- External comparability of compensation and other terms and conditions of employment;
- The need to maintain appropriate relationship (relativity) with respect to compensation and other terms and conditions of employment such as different classification levels within an occupational group at Parks Canada and such as different occupations in the public service; and
- 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.

While the separation (departure) rate is a slightly higher at Parks Canada in comparison with the Core Public Administration (CPA), the hiring rate is also higher at the Agency. Data on job postings and applicants indicate the ability to attract applicants is strong. A pay study conducted by the Treasury Board Secretariat for some similar jobs contained in the Program and Administrative Services (PA) bargaining unit of the CPA indicates that pay rates are competitive with the broader public and private sector for employees within that bargaining unit.

As well, Parks Canada engaged an independent firm (Mercer Canada) to conduct a wage comparability study. The results indicate that the 2018 salaries paid to employees of the Parks Canada bargaining unit are competitive overall with the 2019 salaries paid in the external market for comparable jobs. In addition, the Parks Canada rates of pay for each of the 30 occupational groups covered in the collective agreement were compared to the rates of pay for the same occupational group within the CPA. The majority of occupational groups represented by the Bargaining Agent have the same or a slight variance in rates of pay favoring Parks Canada.

The state of the economy and fiscal outlook are also considerations which are addressed in this submission to the Public Interest Commission. An analysis of the wage growth for all occupational groups at Parks Canada from 2000 to 2017 outpaced the change in the Consumer Price Index of 36.8% during this same period of time.

Achieving a Negotiated Agreement

It is in the best interests of the Parks Canada Agency, the Bargaining Agent and all represented employees, to achieve a negotiated agreement. The data and analysis contained in this submission support economic increases and other non-monetary improvements for the Parks Canada bargaining unit that align with the increases and enhancements ratified by 34 other groups in the federal public service. The information contained in this submission demonstrates that overall Parks Canada employees have competitive terms and conditions of employment that are reasonable and fair in relation to the CPA and separate agencies. Increases and enhancements that have been negotiated in

the CPA and other separate agencies should serve as the basis upon which to establish a new collective agreement for members of the Agency's Bargaining Unit in the current economic environment.

The number of outstanding proposals between the two parties makes it challenging for the parties to identify and focus their negotiations on key priorities. A more limited number of proposals would meaningfully improve the likelihood of settlement.

Parks Canada respectfully suggests that the Commission recommends that the parties to return to negotiations with a reduced number of proposals.

Table of Contents

<u>FOREWORD</u>	2
<u>INTRODUCTION</u>	Tab A
Preamble	3
Human Resources Overview	3
Parks Canada Bargaining Unit	4
Overview-Current Round of Collective Bargaining	5
<u>EXECUTIVE SUMMARY</u>	Tab B
<u>PART I - STATUS OF NEGOTIATIONS</u>	Tab C
1.1 Parks Canada and the PSAC	11
1.2 Negotiations in the Federal Public Service	14
1.3 Achieving a Negotiated Agreement	19
<u>PART II - CONSIDERATIONS</u>	Tab D
2.1 Recruitment and Retention.....	20
2.2 External Comparability	26
2.3 Internal Relativity	28
2.4 Total Compensation	31
2.5 The state of the economy and the government's fiscal situation	34
2.6 Replication Principle	38
<u>PART III - PARKS CANADA'S SUBMISSION FOR RATES OF PAY AND DURATION AND RESPONSE TO THE PSAC PROPOSALS</u>	Tab E
Bargaining Agent Proposal	40
Parks Canada Pay Proposal	43
<u>PART IV - PARKS CANADA'S SUBMISSION ON OTHER OUTSTANDING ISSUES</u>	Tab F
See Table of Content (Articles).....	Tab 1-50
<u>PART V - BARGAINING UNIT COMPOSITION</u>	Tab G
Occupational Groups.....	306
Functions	307
Bargaining Unit Characteristic.....	317

PART I – STATUS OF NEGOTIATIONS

1.1 Parks Canada and the PSAC

Between January 2019 and July 2019, the Bargaining Agent and Parks Canada engaged in five negotiation sessions, including one session dedicated to the exchange of proposals between the parties.

The PSAC tabled 85 proposals for the bargaining unit, many of which have significant operational, legal and financial implications that require thorough assessment by the Agency in order to bargain in good faith. Parks Canada tabled 25 proposals during this round of bargaining, bringing the total proposals to 110.

The parties have not signed-off on any of the proposals.

On July 16, six months after the initial exchange of proposals, the PSAC tabled for the first time in the negotiation process a multi-part and detailed proposal on pay-related items and on work force adjustment (WFA) provisions.

Representatives from the Bargaining Agent and Parks Canada concluded their fifth session of negotiation on Thursday, July 18, 2019. As both negotiating teams were preparing to set future bargaining dates for the coming weeks, the Agency was informed on Friday, July 19, that the Bargaining Agent was declaring an impasse in our collective bargaining negotiations.

Parks Canada was afforded a window of less than 72 hours to analyze the most recent Bargaining Agent proposals, which require consultation with relevant stakeholders, when an impasse was declared.

Many counter-proposals from the Agency (Table 1) remain in a state of uncertainty at the time of writing this submission. The Bargaining Agent has neither accepted nor declined the proposals listed below. This further substantiates the Parks Canada's argument that the parties have not negotiated sufficiently to declare an impasse in negotiations.

TABLE 1 – List of the Agency proposals and counter-proposals neither accepted nor declined by the Bargaining Agent

Articles	Description
Article 11 Use of Agency Facilities	Parks Canada tabled a counter-proposal on April 30, 2019
Article 13 Leave With or Without Pay for Alliance Business	Parks Canada tabled a counter-proposal on April 30, 2019, regarding clause 13.15
Article 17 No Discrimination and Sexual Harassment	Parks Canada tabled a counterproposal on April 30, 2019, to new clause 17.05

Article 37 Maternity and Parental Leave Without Pay	Parks Canada tabled a counter-proposal on July 17, 2019
Article 39 Leave Without Pay for the Care of Immediate Family	Parks Canada tabled a counter-proposal on July 17, 2019

As well, the following are Bargaining Agent proposals for which the Agency has not had opportunity to respond:

- Article 35 Medical Appointment for Pregnant Employees
- Article 59 Allowances
- Article 61 Duration
- Appendix A Annual Rates of Pay and Pay Notes
- Appendix J Memorandum of Understanding with Respect to a Joint Learning Program
- Appendix K Work Force Adjustment
- New Article Compassionate Care Leave
- New Appendix Memorandum of Understanding with Respect to Mental Health in the Workplace
- New Article Leave Related to Critical Illness

Table 2 contains a list of the Bargaining Agent and the Agency proposals respectively withdrawn following the declaration of an impasse in negotiations.

TABLE 2 – List of Proposals Withdrawn

Articles	Description
Article 6 Agency Policies	The Bargaining Agent withdrew its proposal
Article 9 Information (9.01):	The Bargaining Agent withdrew its proposal
Article 18 Joint Consultation:	The Bargaining Agent withdrew its proposal
Article 55 Wash-up time:	The Bargaining Agent withdrew its proposal
Appendix D Field or Research Allowance:	The Agency proposal withdrawn. Article to be renewed without changes.
New Article Whistleblowing:	The Bargaining Agent withdrew its proposal

Financial Considerations of Bargaining Agent Proposals

The ongoing cost to Parks Canada, and by extension the Canadian taxpayers, of the Bargaining Agent's financial proposal (wage and other monetary) is estimated at \$53.63M per annum.

As noted in Table 3 below, the PSAC wage proposals represent a total ongoing cost of approximately \$35,844,673 or an 11% increase to the 2019 Bargaining Unit wage base. These include annual economic increases of 3.50% over three years and wage restructures to pay and wage adjustments totalling 11.4%. The proposals equate to an overall increase of 5.5% compared to the 2018 Bargaining Unit wage base.

TABLE 3 – Key Element of the PSAC Wage Proposal as Submitted July 16, 2019

PSAC WAGE PROPOSAL	ONGOING COSTS	% OF WAGE BASE
Three-year contract – 3.50%, 3.50%, 3.50%	\$35,844,673	11%
Park Warden Salary increase of 17%	\$1,106,401	0.3%
Roll into salary of certain terminable allowances	-	-
Harmonization of salaries with the Core Public Service for certain occupational groups	\$460,119	0.1%

In addition to the Bargaining Agent wage proposals, the total compensation for the bargaining unit would increase more as a result of other proposals with financial implications. Table 4 contains examples of some additional Bargaining Agent financial proposals which the Agency has costed out. This is not an exhaustive list of additional Bargaining Agent proposals with financial implications.

TABLE 4 – Additional Bargaining Agent Financial Proposals

ADDITIONAL FINANCIAL PROPOSALS	ONGOING COSTS
Shift and weekend premiums	\$334,785
Overtime rates	\$1,946,221
Overtime - Meal allowance	\$18,868
Standby rate	\$1,082,534
Travelling time provisions	\$11,634
Vacation leave credits	\$2,748,916
Workforce adjustment provisions	Not possible to cost
Compassionate care leave provisions	Not possible to cost
Park Wardens period of employment	\$637,713
Park Wardens pension entitlement	Not possible to cost

Parks Canada's summary of each outstanding bargaining item can be found in Parts III and IV of this submission.

Damages related to the Phoenix Pay System

Parks Canada bargaining unit employees have been impacted by Phoenix-related pay issues as is the case elsewhere in the federal system. However, Parks Canada respectfully submits that Phoenix-related damages should not influence this Committee's deliberations.

This issue is pending resolution at a different forum, and in the event that the parties fail to reach an agreement there, the FPSLREB is the appropriate forum for third party resolution. TBS has indicated to PSAC that they are open to continuing discussions with the PSAC to conclude an agreement on Phoenix damages, recognizing that employees should be compensated for the damages incurred related to the Phoenix pay system

Business Imperatives to Substantiate Total Compensation Increases as Proposed by the Bargaining Agent

A section on the status of negotiations elsewhere in the federal public service follows and describes the pattern of collective bargaining in this round of negotiations for 34 collective agreements. The Agency submits that a Parks Canada Bargaining Unit settlement should contain increases similar to what has been achieved elsewhere including the MOU on the implementation of the collective agreement negotiated with all the groups in the CPA and separate agencies.

Part II of this submission speaks to business imperatives associated with Parks Canada's ability to recruit and retain talent as well as other considerations associated with wage comparability within and outside of the federal public service as factors to inform appropriate increases or enhancements to total compensation.

1.2 Negotiations in the Federal Public Service

The Government of Canada has reached 34 negotiated collective agreements during this round of bargaining, covering more than 65,000 employees in the federal public service. This includes settlements with 15 different bargaining agents representing 17 bargaining units in the CPA and 17 employee groups in separate agencies.

Core Public Administration

Since the spring of 2018, the TBS has been engaged in negotiations with a number of bargaining agents for the renewal of collective agreements representing more than 175,000 employees.^{1 2}

TBS successfully concluded collective agreements for 17 CPA groups with 11 bargaining agents. These 17 collective agreements cover employees represented by some of the largest bargaining agents, including the Professional Institute of the Public Service of Canada, Canadian Association of Professional Employees and Association of Canadian Finance Officers.

¹ The Treasury Board of Canada negotiates the collective agreements for more than 80 departments and agencies named in Schedule I and Schedule IV of the Financial Administration Act.

² Population figures as of March 2018.

Table 5 below lists the bargaining units with new collective agreements, their union affiliation and population as of March 2018.

TABLE 5 – CPA Bargaining Units with New Collective Agreements

CORE PUBLIC ADMINISTRATION				
	CPA Group	Bargaining Agent	# of employees	% of CPA population (183 254)
1	EL	IBEW 2228	1 059	0.6%
2	FI	ACFO	4 776	2.6%
3	SP	PIPSC	7 647	4.2%
4	AV	PIPSC	5 783	3.2%
5	NR	PIPSC	3 541	1.9%
6	SH	PIPSC	3 100	1.7%
7	EC	CAPE	14 777	8.1%
8	TR	CAPE	811	0.4%
9	FS	PAFSO	1 512	0.8%
10	RE	PIPSC	2 630	1.4%
11	RO	Unifor Local 2182	272	0.1%
12	LP	AJC	2 832	1.5%
13	SR-CH	FGDCA	52	0
14	SR-E	FGDTLC(E)	590	0.3%
15	UT	CMCFA	180	0.1%
16	SR-W	FGDTLC(W)	624	0.3%
17	AI	CATCA	9	0%
	TOTAL		50 195	27.4%

Separate Agencies

The 27 active separate agencies listed in Schedule V of the *Financial Administration Act* conduct their own negotiations for unionized employees. The largest separate agencies include the Canada Revenue Agency, Parks Canada Agency and the Canadian Food Inspection Agency. The CPA and separate agencies share many of the same bargaining agents, including the PSAC.

As part of the federal public administration, separate agencies follow the same broad government objectives; they are committed to negotiating agreements in good faith that are fair and reasonable for employees, bargaining agents and Canadian taxpayers.

During the current round of negotiations, six separate agencies have concluded 17 collective agreements with four bargaining agents representing 17,000 employees. Table 6 below lists the separate agencies, and bargaining units with new collective agreements, their union affiliation and population.

TABLE 6 – Separate Agency's Bargaining Units with New Collective Agreements

SEPARATE AGENCY	BARGAINING AGENT	BARGAINING UNIT	POPULATION
Canada Revenue Agency (CRA)	PIPSC	Audit, Financial and Scientific (AFS)	11,447
Canadian Nuclear Safety Commission (CNSC)	PIPSC	Nuclear Regulatory Group (NUREG)	730
National Energy Board (NEB)	PIPSC	All Unionized Employees	377
National Film Board (NFB)	PIPSC	Administrative and Foreign Services Group	174
		Scientific and Professional Group	
	SGCT/CUPE	Technical Group	103
	CUPE	Administrative Support Group	88
Operation Group			
National Research Council Canada (NRC)	RCEA	Administrative Services Group (AS)	244
		Administrative Support Group (AD)	268
		Computer Systems Administration (CS)	214
		Operational Group (OP)	62

		Purchasing and Supply Group (PG)	22
		Technical Group (TO)	999
	PIPSC	Information Services (IS)	64
		Library Services (LS)	43
		Research Officer / Research Council Officer (RO/RCO)	1,596
		Translator Group (TR)	8
Office of the Superintendent of Financial Institutions (OSFI)	PIPSC	Professional Employees Group (PEG)	551
TOTAL SA			16,990

Common Items Negotiated for the Core Public Administration and Separate Agencies

The 34 agreements reached in the CPA and separate agencies include some common items, including basic economic increases and other monetary and non-monetary elements.

Annual economic increases over four years

- Year 1: 2%
- Year 2: 2%
- Year 3: 1.5%
- Year 4: 1.5%

Extended/new leave provisions

Several improvements were negotiated with other bargaining agents and units that provide for new and improved leave entitlements for employees:

- Up to 10 days of paid leave per year for situations of domestic violence;
- Extension of the parental leave without pay provision to allow employees to choose an extended leave period, with the top-up allowance paid by the Employer spread over the longer period, and extension of the maximum payable top-up period to cover paternity leave (Quebec) and shared parental leave (rest of Canada).
- Caregiving leave without pay of up to 35 weeks to allow employees to benefit from critical illness and compassionate care benefits available under the Employment Insurance program.
- Improvements to the definition of family - specifically the introduction of a person who stands in the place of a relative for the employee, whether or not there is any degree of consanguinity between such person and the employee. This improves access to bereavement leave with pay, leave with pay for family-related responsibilities, and leave without pay for the care of family.

An MOU on the implementation of collective agreements

At the outset of this round of negotiations, the Government made it clear to all bargaining agents that retroactivity and the implementation of the agreements were key issues given the ongoing challenges surrounding the Phoenix pay system and the implementation of the agreements concluded during the previous round of bargaining.

In the spring of 2019, the Government developed a new methodology for the calculation of retroactive payments to facilitate its implementation. The Government also negotiated extended implementation timelines, reasonable compensation for employees in recognition of the extended timelines and accountability measures. All of these measures are outlined in the MOU that is included in all 34 federal public service agreements.

The key elements of the MOU include the following:

- Changes to existing or new compensation elements that do not require manual intervention from compensation advisors will be implemented within 180 days after the signature of the agreements.
- Changes to existing or new compensation elements that require manual intervention from compensation advisors will be implemented within 560 days after the signature of the agreements.
- All employees in the group covered by a new agreement will receive a \$400 lump-sum payment upfront in recognition of extended implementation timelines.
- Employees for whom the implementation takes longer than 180 days will receive a \$50 payment for each 90-day delay beyond the initial implementation period of 180 days, to a maximum of \$450 per employee.
- Employees for whom the implementation takes longer than 180 days will be notified within 180 days after the signature of the agreement.

Given the pay and HR systems in place and the ongoing challenges, Parks Canada has no flexibility to implement an agreement on a different basis than what is included in the negotiated MOU. Agreeing to a different implementation process and timelines would represent bad faith bargaining on its part, as it would be agreeing to something that the Agency cannot fulfill.

Damages Related to the Phoenix Pay System

In May 2017, the PSAC and other CPA bargaining agents chose to create and mandate a joint senior-level Employer-Union Phoenix sub-committee to resolve the issue of damages incurred by employees related to the Phoenix pay system. Between May 2017 and June 2019, this committee worked independently from the collective bargaining tables.

On June 12, 2019, an agreement was reached between the Treasury Board and 15 bargaining agents on Phoenix damages. The PSAC did not agree to the terms of the agreement, which include up to five (5) days of paid leave, and compensation for monetary and non-monetary losses. This agreement settled the damages portion of the pending recourse by these bargaining agents and their members following the filing of unfair labour complaints, as well as policy and individual grievances.

Parks Canada respectfully submits that Phoenix-related damages should not influence this Committee's deliberations. This issue is pending resolution at a different forum, and in the event that the parties fail to reach an agreement, the FPSLREB is the appropriate forum for third party resolution.

1.3 Achieving a Negotiated Agreement

Given the volume of outstanding proposals submitted by the Bargaining Agent, Parks Canada requests that the PSAC target a more limited number of proposals that take into account the current collective bargaining landscape and recent negotiation outcomes with other federal public service bargaining agents. The current number of proposals makes it challenging for the parties to identify and focus their negotiations on key priorities. A more limited number of proposals would meaningfully improve the likelihood of settlement.

The Agency respectfully suggests that the Commission recommends that the parties return to negotiations with a reduced number of proposals.

Parks Canada further proposes that a settlement for this bargaining unit contains improvements that are similar to those negotiated in the rest of the federal public service. Parks Canada suggests that the Commission provide recommendations aligned with the recently established pattern of negotiated settlements.

In accordance with the Replication Principle, the Agency suggests that the Commission's report replicate the result, as closely as possible, to that which would have been achieved had the parties negotiated a settlement on their own.

PART II – CONSIDERATION

In its approach to collective bargaining and the renewal of its collective agreement, Parks Canada's goal is to ensure fair compensation for employees and, at the same time, to deliver on its overall fiscal responsibility and commitments to the priorities of the government and Canadians.

Section 175 of the FPSLRA outlines four principles for consideration by public interest commissions:

- Recruitment and retention
 - (a) the necessity of attracting competent persons to, and retaining them in, the public service in order to meet the needs of Canadians;
- External comparability
 - (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;
- Internal relativity
 - (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
- The state of the economy and the government's fiscal situation
 - (e) the state of the Canadian economy and the Government of Canada's fiscal circumstances

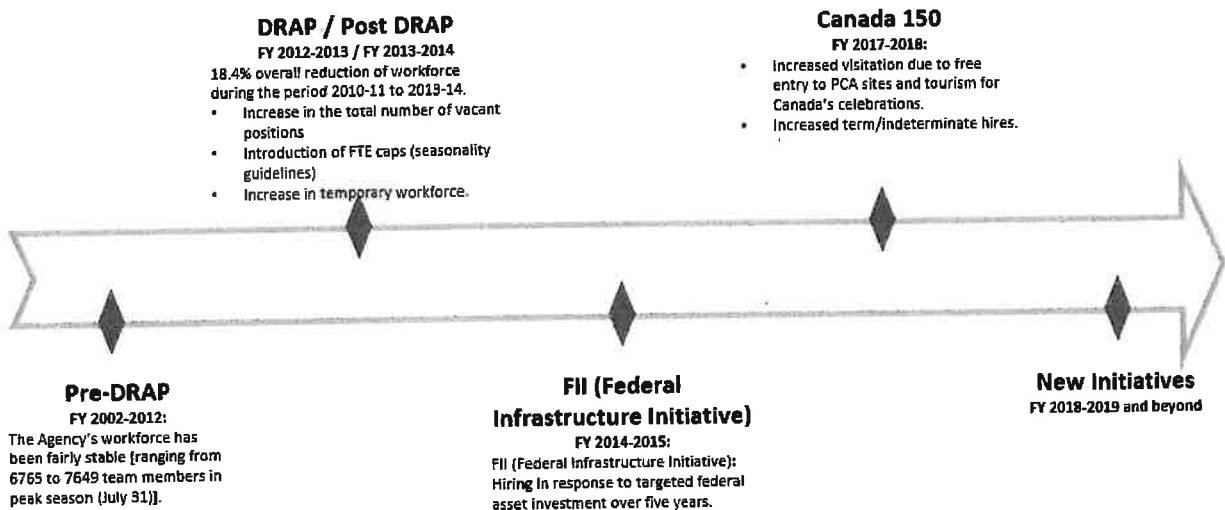
In addition, Parks Canada appeals to replication as a guiding principle to set compensation and suggests that the Commission consider all elements of total compensation when making its recommendations for this Bargaining Unit.

2.1 Recruitment and Retention

Through collective bargaining mandates awarded to separate agencies, TBS sets compensation levels that enable organizations such as Parks Canada to recruit and attract qualified and motivated employees. Recruitment and retention indicators show that the Parks Canada Bargaining Unit is healthy and do not suggest that increases above the established compensation pattern are needed to recruit and retain employees.

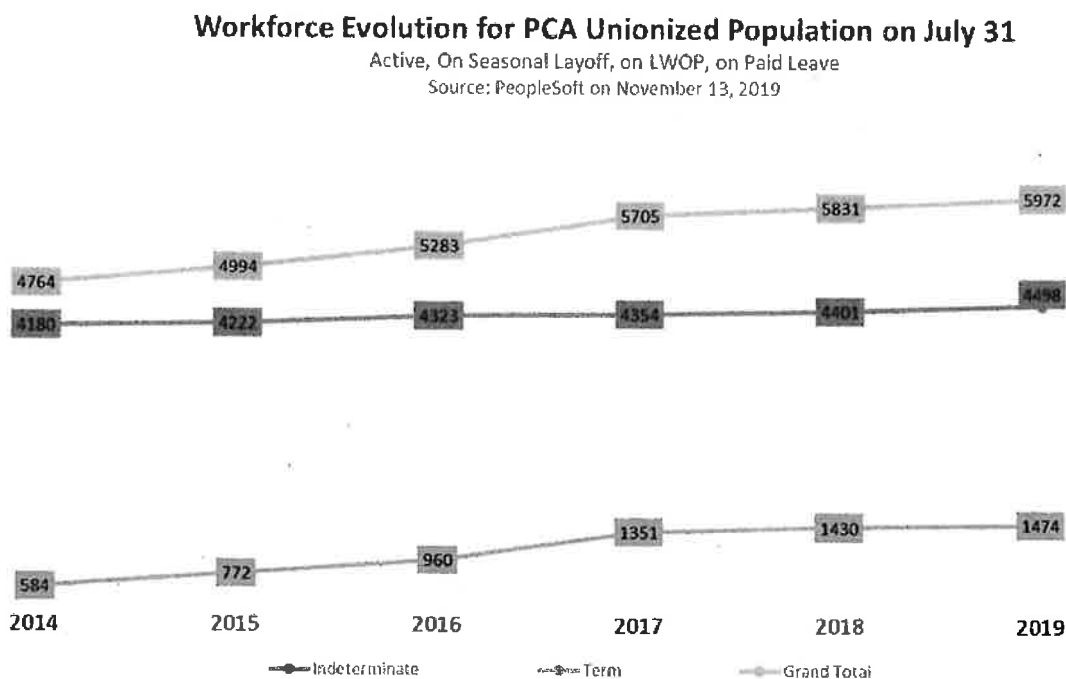
The following chart reflects the Government of Canada's measures that affected employment at Parks Canada since 2002. Parks Canada experienced a restraint period from 2011-12 to 2013-14. Of note, during this period the Government of Canada undertook the Deficit Reduction Action Plan (DRAP). Since then all measures mentioned had a positive impact on the evolution of the workforce.

CHART 1– Background Information Bargaining Unit Evolution



Parks Canada's unionized workforce has increased steadily between 2014 and 2019 (see following chart). Indeterminate hiring within the bargaining unit has increased by 20% in 5 years. The unionized term employee population increased by 131% between 2014 and 2017 due to temporary funding initiatives (FII) and Canada 150. While smaller in number, the term employee population increase since 2017 remains positive (9%). Overall the population trends are positive.

CHART 2 – Bargaining Unit Population Evolution



The overall year to year variation of the indeterminate employee population at the Agency exceeded the CPA for three of the last four fiscal years as indicated below.

According to the TBS data published in the Brief for the PA group, the CPA year to year variation was negative for fiscal year 2014-2015 (-2.8%) and 2015-2016 (-1.6%) and positive for 2016-2017 (0.4%) and 2017-2018 (2.1%). For the same period, the variation at Parks Canada has been positive year after year.

TABLE 7 – Variation of Indeterminate Employee Population from Year to Year

	2013-14 to 2014-15	2014-15 to 2015-16	2015-16 to 2016-17	2016-17 to 2017-18
Core Public Administration	-2.8%	-1.6%	0.4%	2.1%
Parks Canada Agency	3.3%	2.8%	1.2%	1.0%

1. Figures include employees working in departments and organizations of the core public administration (FAA Schedule I and IV).
 2. Figures include all active employees and employees on leave without pay (by substantive classification) who were full- or part-time indeterminate and full- or part-time seasonal.

TABLE 8 – Indeterminate Hiring into Bargaining Unit Positions

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
Core Public Administration	2.2%	3.3%	4.2%	6.0%	7.8%	N.A.
Parks Canada Agency	18%	11%	11%	9%	9%	11%

1. Figures include employees working in departments and organizations of the core public administration (FAA Schedule I and IV).
2. Figures include all active employees and employees on leave without pay (by substantive classification) who were full- or part-time indeterminate and full- or part-time seasonal.
3. External hiring includes hires from outside the CPA (for CPA) or outside of Parks (for Parks). It also includes employees whose employment tenure changed from casual, term or student to indeterminate or seasonal.
4. Total hiring rates are calculated by dividing the number of external hires in a given fiscal year by the average number of employees.

Total hiring rates in the CPA were lower in 2012-13 and 2013-14 after the Government of Canada implemented restraint measures, then increased in subsequent years. In comparison, hiring rates for Parks Canada have outpaced the CPA's overall rates in the last six fiscal years. Table 8 data are for position within the bargaining unit only. Rates have stabilized at about 10% since 2014-15.

TABLE 9 – Separations from Bargaining Unit Positions

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
Core Public Administration	6.4%	5.2%	5.2%	5.1%	4.8%	N.A.
Parks Canada Agency	7%	8%	7%	7%	8%	9%

1. Figures include employees working in departments and organizations of the core public administration (FAA Schedule I and IV).
2. Figures include all active employees and employees on leave without pay (by substantive classification) who were full- or part-time indeterminate and full- or part-time seasonal.
3. External separations are separations to outside the CPA (for CPA) or Parks (for Parks). Voluntary non-retirement separations include resignation from the CPA (or Parks) for: outside employment, return to school, personal reasons, abandonment of position; it also includes separation to a Separate Agency. Voluntary retirement separations includes all retirements due to illness, age, or elective. Involuntary separations include resignation under Workforce Adjustment, discharge for misconduct, release for incompetence or incapacity, cessation of employment - failure to appoint, dismissed by Governor-in-Council, layoff, rejected during probation, and death.
4. Total external separation rates are calculated by dividing the number of external separations in a given fiscal year by the average number of employees.

While separation rates are higher at Parks Canada relative to the CPA, so too are the hiring rates greater at Parks Canada relative to the CPA. While the vast majority of employees performing seasonal work have indeterminate employment tenure at Parks Canada, the seasonal nature of the work is a reason for some employees leaving the Agency who seek full-time job opportunities.

The following table presents job advertisement figures for employment opportunities within the Bargaining Unit. The data reflect the amount of labour market interest in Bargaining Unit job postings and aggregate numbers on applicants screened in to these staffing processes.

TABLE 10 – Job Advertisements and Applicant Interest

Number of Parks Canada selection processes, applications submitted and screened in, by fiscal year			
Fiscal year	Number of selection processes	Number of applications submitted	Number of applications screened-in
2012-2013	67	3605	3394
2013-2014	289	18853	16620
2014-2015	281	17687	15949
2015-2016	871	32766	29296
2016-2017	895	38503	34318
2017-2018	862	42584	36744
2018-2019	831	53192	44946
2019-2020	445	23447	20022

Source: Public Service Commission, FiscalDB files

Taken together, recruitment and retention indicators reflect a stable workforce within the Bargaining Unit. Large numbers of individuals demonstrate interest in working at Parks Canada. Public Service Employee Survey (PSES) results asking respondents about their perceptions of the quality of hires indicate higher rates of employee satisfaction at Parks Canada relative to the federal public service as a whole. Table 11 reflects data taken from the 2017 PSES results, which was the most recent survey containing these two questions.

TABLE 11 – 2017 PSES Results

Staffing	PC 2017 %	PS 2017 %	Gap
26. In my work unit, I believe that we hire people who can do the job.	69	65	4
27. In my work unit, the process of selecting a person for a position is done fairly.	63	58	5

The PSES results also assess overall job satisfaction for employees in the Bargaining Unit relative to the federal public service as a whole.

Looking at the PSES results for indicators of employee engagement, Parks Canada employee responses were higher than the public service average when looking at measures of employee engagement. Of note, 65% of employees surveyed indicated they would prefer to remain with Parks Canada if a comparable job was available elsewhere and 73% would recommend the Agency as a great place to work.

TABLE 12 – Employee Engagement (PSES 2018)

	PCA 2018 %	PS 2018 %
EMPLOYEE ENGAGEMENT		
05. I get a sense of satisfaction from my work.	80	75
09. Overall, I feel valued at work.	70	66
10. I am proud of the work that I do.	88	85
14. Overall, I like my job.	85	80
43. I would recommend my department or agency as a great place to work.	73	67
44. I am satisfied with my department or agency.	71	68
45. I would prefer to remain with my department or agency, even if a comparable job was available elsewhere in the federal public service.	65	59

The 2018 PSES included certain indicators for measuring mobility and retention including a question about an employee's intention to leave their current position within the next two years.

TABLE 13- Mobility and Retention (PSES 2018)

	PCA 2018 %	PS 2018 %
Mobility and Retention		
46. Do you intend to leave your current position in the next two years?	27	27

The percentage of Parks Canada employees intending to leave their position is comparable to the rest of the Public Service.

Finally, Parks Canada ranks in the top three federal government employers on the Forbes list of Canada's Best Employers 2019.

- **Annex 9 – Forbes Canada's Best Employers 2019**

To determine the list, Statista surveyed 8,000 Canadians working for businesses with at least 500 employees. All the surveys were anonymous, allowing participants to openly share their opinions. The respondents were asked to rate, on a scale of zero to 10, how likely they'd be to recommend their employer to others. Statista then asked respondents to nominate organizations other than their own. The final list ranks the 300 employers that received the most recommendations.

2.2 External comparability

This section compares Parks Canada Bargaining Unit pay rates to those offered in the external market. Parks Canada's objective is to provide compensation that is competitive with, but not leading, compensation provided for similar work in relevant external labour markets. Using recent trends there is solid evidence to support recent economic increases offered by the CPA and Separate Agencies during this 2018 round of collective bargaining (2.0%, 2.0%, 1.5% and 1.5%). This is the pattern established with 27.4% of the represented CPA population. Information and analysis contained in this submission recommend providing these increases to the Parks Canada Bargaining Unit.

Treasury Board Secretariat (TBS) reviews labour market trends nationally and it commissions third-party human resources experts to conduct primary and secondary research at the occupational group level. National trends guide compensation decisions. TBS relies on the findings of their commissioned experts' market surveys to determine whether targeted wage measures are appropriate. The economic mandate of Separate Agencies, such as Parks Canada, is consequently defined and granted.

In October 2019, Mercer Canada Limited was retained by TBS and completed a study to evaluate the competitiveness of its base salary levels for benchmark positions in the Program and Administrative Services (PA) group relative to the external market. For the selected positions, secondary research salary surveys (Mercer, Towers Watson, and Morneau Shepell) were used to conduct the market analysis. Matches were determined based on job content and contemporary comparative practices, as survey capsule descriptions are typically brief relative to organizational descriptions. As a "rule of thumb", positions are considered a "good match" if at least 80% of the role is represented in the survey position capsule description.

TBS maximum salary range rates of pay were compared to the 50th percentile of the market. The maximum level of a salary range is a good indicator of the expected salary of federal government employees. As at March 31, 2018, approximately 60% of PA employees were at the maximum rate of pay. By comparison, 59% of Parks Canada Bargaining Unit members were at the maximum rate of pay on that same date. Generally, federal public sector base pay practices are structured and managed such that employees will ultimately achieve the maximum base salary rate of pay (job rate) of their salary band based on a combination of tenure and performance.

External to the public sector at any given level, the 50th percentile of a defined labour market, typically represents the expected salary for "fully competent" job performance. Progression beyond the 50th percentile midpoint is generally reserved for high relative performance and advanced competency growth. The choice of the 50th percentile as an acceptable benchmark is consistent with TBS' key guiding compensation principles that 1) TBS wants compensation in the public service to be competitive with, but not lead, relevant external labour markets that provide similar work, and 2) that all employees have the opportunity to progress to the salary range maximum rate of pay based on experience and performance.

Benchmark pay practices within plus or minus 10% of TBS's target market positioning are generally considered to be within competitive norms and market-aligned. By assuming a single competitive rate,

one would impose too high a level of precision on an analysis that requires subjective decisions in defining and comparing work across organizations in the marketplace.

Table 14 contains an extract of relevant benchmark positions for Parks Canada relative to the CPA in the AS and CR groups. The survey findings indicate that CPA wages in these groups are either competitive with or leading the market for each position.

It should also be noted that the results in the study compare CPA 2017 rates relative to 2018 market rates, and that applying any wage increases that are retroactive to 2018 would put the CPA rates even further ahead or improve their competitiveness in the comparable range of plus or minus 10%.

TABLE 14 - Extract from TBS Wage Study Results for Benchmark Positions in CPA AS and CR Groups

Stream	Position title	Classification Level	Above or Within Comparator Market
Administrative Services	Administrative Assistant	AS-01	✓
	Compensation Advisor	AS-02	✓
	Administrative Officer	AS-02	✓
	Executive Assistant	AS-03	✓
Clerical and Regulatory	Administrative Assistant	CR-04	✓
	Program and Service Delivery Clerk	CR-04	✓

Parks Canada undertook further study of its wages for some classification levels by engaging Mercer Canada Limited to conduct a market compensation review of base salary to determine competitive positioning. Data sources used in this review include findings from Mercer's proprietary survey database, including an all industry broader public and private sector across Canada comparator group, and findings from PayScale's proprietary survey database, with whom Mercer has a partnership. Parks Canada salary rates, effective August 2018 are compared to 2019 market data.

Overall, Parks Canada's salary range maximums are aligned by classification level for base salary. Based on the review conducted for Parks Canada by Mercer, the Agency's base pay practices are deemed comparable with the external market. Parks Canada has more job levels per job family or sub-family than observed in the marketplace, which makes it challenging to benchmark roles of similar level within a job family as the external market may not differentiate to the level that Parks Canada does.

- **Annex 31 Base Salary Market Review Conducted for Parks Canada**

2.3 Internal Relativity

As stated in the FPSLRA, there is a need to maintain appropriate relationships with respect to compensation between classifications and levels. Moreover, as noted in the Policy Framework on the Management of Compensation, compensation should reflect the relative value to the employer of the work performed, so ranking of occupational groups relative to one another is a useful indicator of whether their relative value and relative compensation align.

Internal relativity is a measure of the relative value of each classification found in the CPA in relation to the same classifications levels found within the Parks Canada Agency

Note: PART V of this brief provides the list of all occupational groups within the bargaining unit as well as the different employment categories found at Parks Canada.

Chart 3 below depicts relativity between the CPA and Parks Canada classifications. Using the average salary, either hourly or annually, for each comparable occupational group, we are able to present the delta in remuneration, if there is one, between CPA and Parks Canada salaries.

The red arrows identify groups where Parks Canada is lower than the CPA and the green arrows identify groups where Parks Canada is higher than the CPA in terms of average occupational group salary. Where no arrow is identified, we find exact parity between the PCA and the CPA. The determination of average salary was made by totaling group step and dividing by the total number of steps within a particular group.

Out of 30 occupational groups in the Parks Canada Bargaining Unit, 20 have slightly higher average annual salaries, 11 are at parity and 7 have slightly lower average annual salaries relative to the same occupational groups in the CPA.

The following group steps were not found in the CPA and as such were excluded from the analysis. GL-COI-STEP 1, GL-EIM-STEP 1, GL-PIP-STEP 1, GL-PRW-STEP 2, GL-WOW-STEP 1.

CHART 3 - Average Annual Salary by Occupational Group

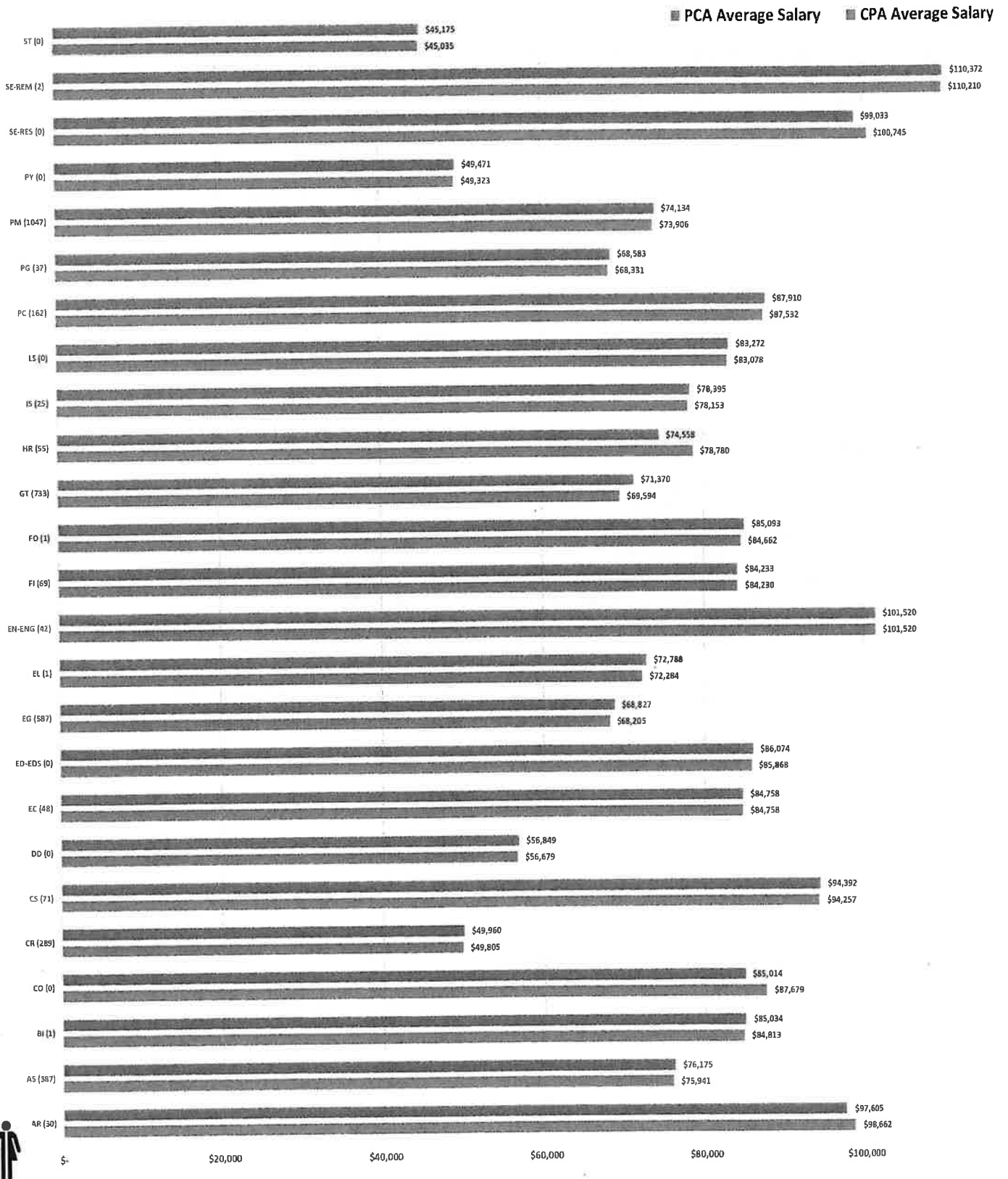
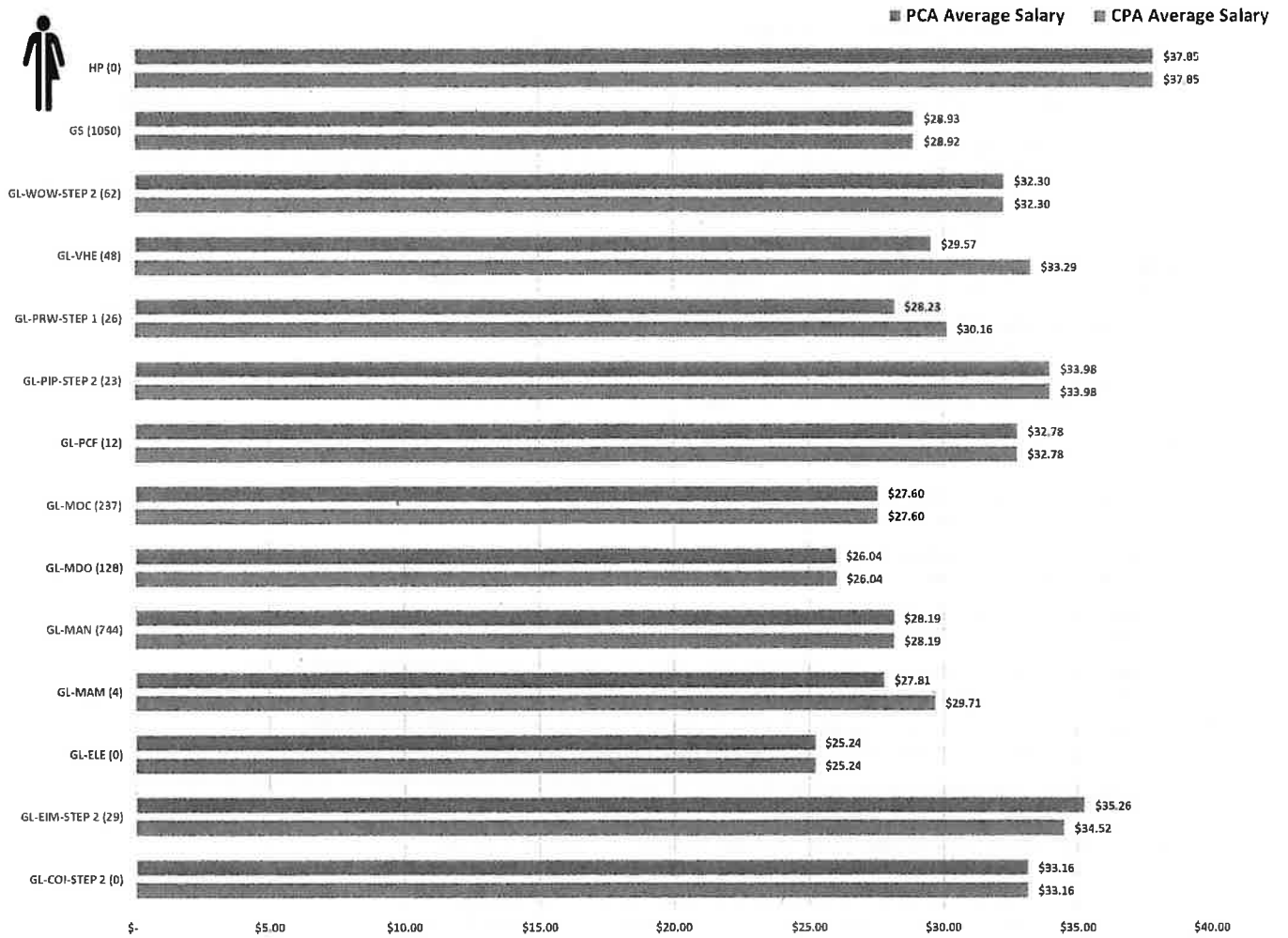


CHART 4 - Average Hourly Salary by Occupational Group



2.4 Total Compensation

All terms and conditions of employment need to be taken into account in evaluating external comparability, even if they are not subject to negotiation. In addition to wages, total compensation is composed of paid and unpaid non-wage benefits, such as employer contributions to pensions, other employee benefit programs (i.e., health and dental) and additional allowances.

The following charts, extracted from the TBS briefs for the PA and TC groups, provide a detailed breakdown of total compensation of a typical PA (AS, IS, PM, WP, CM, DA, CR, OE, ST) and TC employee (DD, EG, GT, PY, PI, TI). Given that Parks Canada uses the same classification standards and that Parks Canada employees benefit from the same premiums, allowances and pension plans, the following chart represents very closely the total compensation package for Parks Canada employees:

- Base pay represents 78.9% of total compensation for employees of the PA bargaining unit and 65.7% for the TC group.
- For the PA group about 20.6% of total compensation is accounted for by pension and benefits, including life and disability insurance, health and dental plans. This ratio of the total compensation is 15.8% for the TC group.
- Allowances and premiums account for the remaining 0.5% of total compensation for the PA and TC groups.

CHART 5 – Total Compensation Components - Program and Administrative (PA) Group

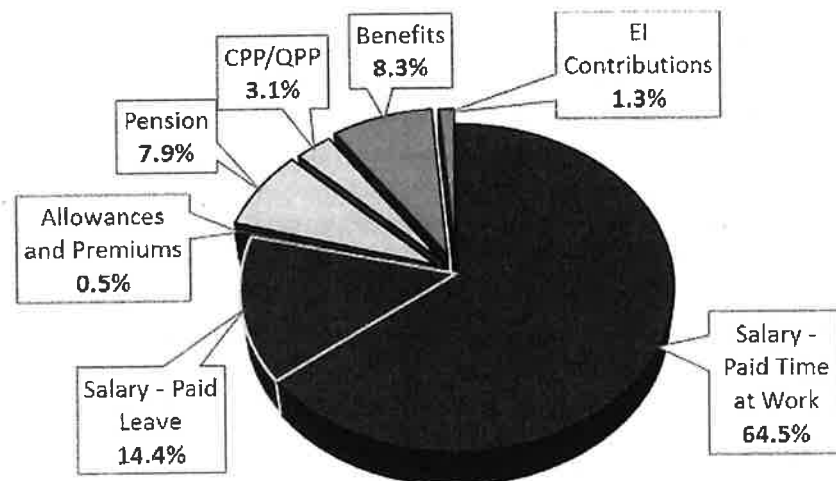
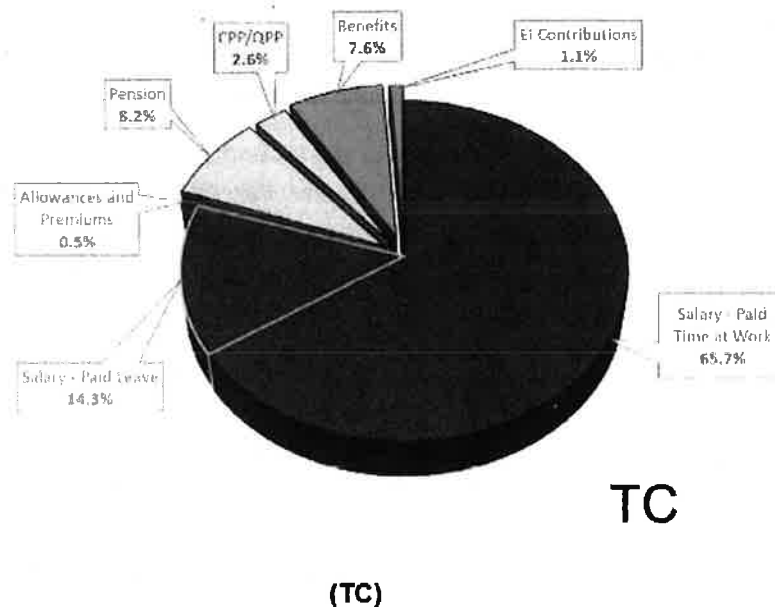


CHART 6 – Total Compensation Components – Technical Services



Methodology

- **Salary:** Salaries reflect the maximum rate of pay available in 2017-18 to employees, weighted by the number of employees in each level.
- **Allowances and premiums:** Average amount received in 2017-18 by all employees in the group. Amounts include: Bilingualism Bonus, Performance Pay, Additional duties/responsibilities allowances, and Recruitment and Retention allowances.
- **Pension:** Based on employer contributions and an employer-employee cost-sharing ratio of 50:50. Rates are determined by blending the Group 1 and Group 2 2018 pension rates proportionally to the size of each level (or group) population. 2018 estimated RCA contribution rate is applied when relevant.
- **Benefits:** Estimated 2017/18 value based on the average cost per employee (health and dental benefits) or as a share of payroll for the Core Public Administration (long-term disability, death benefits, maternity/paternity supplemental benefits) applied to the respective maximum rate of pay. The amount for Post-Employment Health and Dental benefits represents the present value of anticipated costs and usages of health and dental benefits of current employees in future years.
- **Paid leave:** Based on the average usage pattern of paid leave within a group (sick leave, family leave, one-time vacation leave) in 2016-17 or on the entitlement by group (statutory holidays, personal and volunteer leave) or by group-level (annual vacation leave) as of March 2018.
- **CPP/QPP and EI:** Based on 2018 contributions rates. EI includes the EI Premium Reduction Rate.

As part of the federal public sector, Parks Canada bargaining unit members have access to significant advantages in pension and benefit plan coverage and quality, better job tenure and stability, more paid-time off and an earlier average age of retirement relative to private sector workers.

Public sector workers are almost four times more likely to be covered by a registered pension plan than private sector ones (87.1% versus 22.7%)³. This advantage grows even larger when comparing defined benefit (DB) pension plan coverage, where pension benefits are guaranteed by the employer, with public sector workers more than eight times more likely to be covered (79.1% versus 9.2%).

Defined Benefit pensions are quickly disappearing in the private sector, with DB plan coverage shrinking from 21.9% in 1997 to the most recent 9.2% figure in 2017. Many existing DB plans in the private sector are already closed to new employees, indicating that DB pension plan coverage in the private sector will continue to decline⁴.

The benefit of a more secure retirement is further compounded with an earlier average age of retirement in the public sector. Public sector workers' average retirement age is 2.4 years younger than private sector workers.⁵ According to Statistics Canada, the average retirement age in Canada is just over 63 and a half years. For federal employees, it is age 61 and a half years. Private sector employees tend to work almost to age 65. The average age of retirement for Parks Canada employees is similar to other federal employees.

Public sector workers also have more job security than their private sector counterparts. When examining job losses as a percentage of total employment, a proxy for job security, public sector workers were five times less likely to experience job loss than those in the private sector (0.5% versus 2.5%)⁶. This analysis excludes job losses as result of an end of temporary, casual, and seasonal jobs, which if included, would further widen the difference between the sectors. In the context of Parks Canada, all seasonal employees have indeterminate employment tenure with the Agency.

The advantages for federal public service employees in pension and benefit coverage availability is further extended to a quality advantage. A recent comprehensive study prepared for TBS by Mercer⁷, which directly compared employer costs of pensions and benefits determined that the public service plans were 24% more expensive than those in the general Canadian marketplace. At a base annual salary of \$73,000, close to the public service average salary, this represents a premium of over \$2,800 or 3.9% of base pay higher than those outside the public service. The study noted that the source of this federal public service premium:

'...is reflective of high value provisions that are not typically available to employers of all sizes, such as Defined Benefit pensions, retiree benefits, cost of-living adjustments on long-term disability, and a higher than average portion of the cost being paid by the employer for the Public Service active employee benefits'.

As part of the federal public service, Parks Canada supports providing its employees with good benefits and working conditions. Nevertheless, as a federal employer it also has an accountability to the many

³ Pension plans in Canada, as of January 1, 2018, Statistics Canada, June 6, 2019.

⁴ The extinction of defined-benefit pension plans is almost upon us, Frederick Vettese, The Globe and Mail October 4, 2018.

⁵ Comparing Government and Private Sector Compensation in Ontario, 2018, Fraser Institute. Calculations by the Fraser Institute using Statistics Canada Labour Force Survey custom tabulation data on the Average and Median Retirement Age by Sex, Class of Workers, Canada and Provinces, Annual Average.

⁶ Comparing Government and Private Sector Compensation in Ontario, 2018, Fraser Institute. Calculations by the Fraser Institute using Statistics Canada from custom tabulation Labour Force Survey data on Job losses by Reasons and Class of workers.

⁷ Results Report: Pension and Benefit Benchmarking by Industry Sector. Mercer (2019).

employees in the private sector whose taxes support the government, and who do not enjoy comparable working conditions in terms of wages, pensions, benefits, and job security.

2.5 The state of the economy and the government's fiscal situation

The state of the economy and the government's fiscal circumstances are critical considerations for Parks Canada in its role as a federal employer whose funds come predominantly from public appropriations. In 2018-2019, 90% of Parks Canada funds came from public appropriations.

Just as Parks Canada obtains its mandate to bargain from the Treasury Board, so too does the Agency seek guidance from the Treasury Board on the state of the economy and the federal fiscal context in relation to its labour negotiations environment. The new collective agreement for the Parks Canada bargaining unit will cover a timeframe of low to moderate economic growth. Moreover, there are negative risks associated with the economic outlook, which could lead to weaker labour markets and lower wage growth than what is now broadly expected. With interest rates at near record lows in major advanced economies and signs of a deteriorating global outlook, a focus on keeping the Agency's compensation affordable relative to the country's economic performance is a reasonable course of action to pursue.

The following section is inspired from the analysis reflected in the PA bargaining unit PIC submission given the relevance to the Parks Canada bargaining context, reiterating key considerations in terms of the Canadian economic outlook, labour market conditions for the public service relative to the private sector, and the government's fiscal circumstances. This includes an overview of gross domestic product (GDP) growth, consumer price inflation, employment growth, risks to the economic outlook, and how the public service compares against the typical Canadian worker, which is the ultimate payer of public services.

Real GDP growth

Real GDP growth, which is the standard measure of economic growth in Canada, provides an indication of the overall demand for goods, services, and labour. Lower real GDP growth reduces demand for employment, which increases unemployment and curbs wage increases.

Real GDP growth recently peaked in 2017 at three per cent before slowing markedly to 1.9 per cent in 2018 (Table 15). The outlook for real GDP projects growth further deteriorating to 1.5 per cent in 2019 and 1.6 per cent in 2020. Over the 2014 to 2017 period, real economic growth averaged 1.9 per cent, higher than the average outlook for growth of 1.7 per cent over the 2018 to 2021 period. The declining growth profile of GDP comes despite the economy's continued reliance on historically low interest rates.

TABLE 15: Real Gross Domestic Production, year-over-year growth

Real GDP Growth (y/y)	2016	2017	2018	2019(F)	2020(F)
Statistics Canada	1.1%	3.0%	1.9%	-	-
Consensus Forecasts	-	-	-	1.5%	1.6%
Bank of Canada	-	-	-	1.5%	1.7%

Source: Statistics Canada, Consensus Forecasts October 2019, Bank of Canada MPR October 2019.

While forecasters are basing their modest expectations for growth on the assumption that economic conditions will not further deteriorate, the Canadian economy faces a number of risks that could further compromise growth prospects, weakening the labour market and the government's fiscal balance.

The Consumer Price Index

The Consumer Price Index (CPI) tracks the price of a typical basket of consumer goods. Measuring price increases against wage growth demonstrates relative purchasing power over time.

Recent inflation has been persistently low, below the 2.0 per cent mid-point of the Bank of Canada's 1.0 to 3.0 per cent target rate since 2011. Inflation exceeded 2.0 per cent for the first time in seven years in 2018, at 2.3 per cent. However, inflation above 2.0 per cent is forecasted to be short-lived. According to Consensus Forecasts, inflation is expected to decline to 2.0 per cent in 2019 and further decline to 1.9 per cent in 2020 (Table 16). The Bank of Canada's October inflation forecast has a similar profile, with inflation at or below 2.0 per cent until the end of 2021.

TABLE 16 - Canada's Major Economic Indicators, year-over-year growth⁸

Indicator⁶	2016	2017	2018	2019 (F)	2020 (F)	2021(F)
CPI (y/y) Consensus	1.4%	1.6%	2.3%	2.0%	1.9%	2.0%
CPI (y/y) BoC	1.4%	1.6%	2.3%	2.0%	1.8%	2.0%
Unemployment	7.0%	6.3%	5.8%	5.7%	5.7%	n/a

Source: Statistics Canada, Consensus Forecasts (April 2021 long-term forecast and October 2019 for 2019 and 2020 forecast), BoC MPR October 2019.

⁸ Data was taken from Statistics Canada and Consensus Forecasts, September 2019

As is shown in Table 17 below, Bargaining Unit wages have exceeded cumulative inflation from 2000 to 2017 (36.8%) despite the impact of the Deficit Reduction Action and the Expenditure Restraint Act from 2008-2009 to 2010-2011.

TABLE 17 - Bargaining Unit Wage Growth vs CPI 2000 – 2017

AR	AS	BI	CO	CR	CS	DD	ED	EG	EL
40.3%	42.4%	42.2%	38.5%	38.4%	58.1%	38.4%	38.3%	38.4%	53.0%
EN-ENG	ES	FI	FO	GL	GS	GT	HP	HR	IS
41.7%	40.0%	47.8%	40.9%	55.7%	52.4%	38.4%	88.5%	38.6%	44.0%
LS	PC	PG	PM	PY	SC	SE-REM	SE-RES	SI	STY
41.7%	42.1%	53.0%	42.1%	38.4%	47.3%	37.3%	37.3%	40.0%	38.4%

Canadian employment growth

Canadian labour market conditions have improved with the unemployment rate declining from a high of 6.8 per cent in January 2017 to a low of 5.6 percent in November 2018 and reached a 40-year low of 5.4 percent in May 2019⁹.

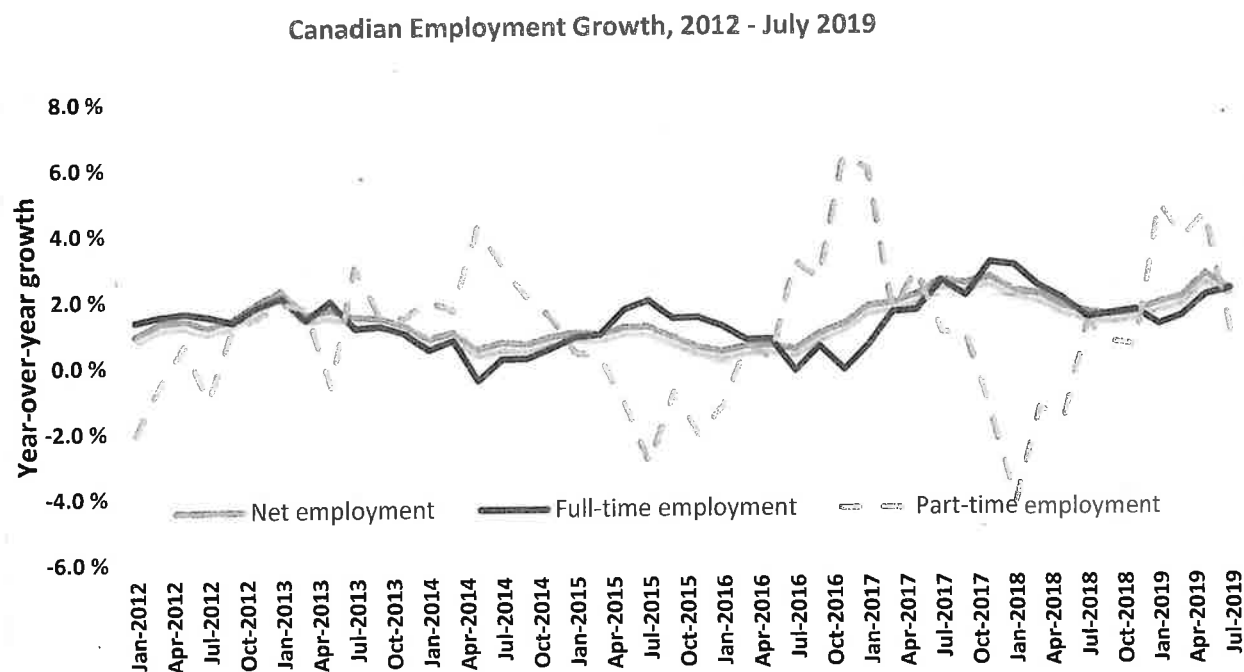
The unemployment rate is expected to remain flat at 5.7 per cent for 2020¹⁰. Moreover, since June 2018, the economy has generated close to 445 thousand jobs.

A near historically-low unemployment rate is unsurprising given that employment growth averaged 2.1 per cent in 2019, higher than the 1.3 per cent and 1.8 per cent for 2018 and 2017, respectively.

⁹ Statistics Canada, The Daily, Labour Force Survey, September 2019.

¹⁰ Consensus Forecasts, October 2019.

CHART 7: Canadian Employment Growth



However, despite this reported labour market strength with a low unemployment rate and strong employment growth, underlying wage growth has fallen short of expectations for a labour market with little or no apparent slack.

In Great Britain, weaker than expected wage growth in a strong labour market has been attributed to the new and quickly expanding informal or ‘gig’ economy. According to the Bank of England’s chief economist¹¹, ‘the rise of insecure work in the gig economy has fuelled a “lost decade” in wage growth in Britain.

A recent analytical paper examining the informal ‘gig’ economy in Canada¹² uncovered similar evidence. The analysis found that just under one-third of Canadian survey respondents participate in gig work, especially younger workers, and that participation was often consistent with labour market slack.

‘Over a third of survey respondents who take part in informal work do so as a result of weak economic conditions, and over half would switch their hours worked for hours in formal employment with no increase in pay.’

The ‘employment’¹³ conditions of gig workers, with temporary and irregular hours, no job security or opportunity for advancement, with little or no paid sick leave and other benefits, contrasts sharply with the stable and secure employment with generous pensions and benefits in the federal public service.

¹¹ The Guardian, Gig Economy fuelled ‘lost decade’ in wage growth-Bank Economist, October 10, 2018.

¹² The Size and Characteristics of Informal (“Gig”) Work in Canada (June 2019), Staff Analytical Note, Bank of Canada

¹³ Gig workers are typically classified as independent contractors, not employees.

These advantageous working conditions, examined further in the following section, have continued to attract large pools of qualified applicants for job opportunities at Parks Canada.

Fiscal Outlook

The government is currently in a deficit situation. The deficit was \$14.0¹⁴ billion for fiscal year 2018-19 and Budget 2019 forecasted continued deficits throughout the forecast horizon to fiscal year 2023-24. As a federal employer, Parks Canada shares the same responsibility as other federal entities to manage in a way that results in reasonable deficit spending

The Government's fiscal plan is to continue to invest to grow Canada's economy for the long term, in a fiscally responsible way that preserves Canada's low-debt advantage. To stay on its fiscal track, the government has the responsibility to manage its budget in a manner that serves the public interest.

The Government must manage total compensation costs prudently on behalf of taxpayers, and increasing costs from pensions and benefits need to be considered, as part of wage negotiations. Higher wages and salaries directly increase other compensation costs that are linked to salaries such as pensions. While pensions and benefits are not bargained directly at the table, they provide a significant additional monetary benefit in today's labour market.

2.6 Replication Principle

The Bargaining Agent's economic proposals for the Bargaining Unit exceed the pattern established in the federal public service. They are also greater than broader public sector trends across Canada.

Settlements to Date in the Federal Public Service

To date, 34 collective agreements have been reached in the federal public service. All agreements contain base economic increases of 2.0%, 2.0%, 1.5% and 1.5% over a four-year period, plus targeted wage measures of approximately 1 % over the term of the agreement.

In addition to any group specific improvements, various government-wide measures were included in the settlements. These improvements included 10 days of paid leave for domestic violence, expanded provisions for caregiving leave, extended parental leave and allowance provisions, as well as an expanded definition of family that allows for more flexible use of paid family related leave provisions.

Parks Canada proposes to replicate the same or equivalent improvements to members of this Bargaining Unit, which would provide for a fair and reasonable collective agreement. The evidence provided in this brief supports Parks Canada employees receiving the increases set in the 34 agreements settled during this round of bargaining.

Provincial and Territorial Government Compensation

Wage increases in provincial and territorial governments are relevant to Parks Canada as a federal employer that is present in over 400 communities from coast to coast to coast. Increases in these other

¹⁴ Annual Financial Report of the Government of Canada Fiscal Year 2018–2019, Finance Canada.

jurisdictions have been modest during the period of negotiations due to the higher fiscal burden on governments from elevated debt levels and an uncertain economic outlook.

For example, the Government of Ontario has tabled legislation which imposes a 1 % maximum on annual compensation increases provided through collective agreements for a three-year period. The province of Alberta has introduced wage restraint regulations limiting the increases in base salary of executives from April 1, 2018 to December 31, 2019. The Alberta Finance Minister has also announced that Alberta will also seek two to five per cent wage rollbacks in arbitration with the vast majority of public sector employees. Manitoba introduced sustainability legislation which came into effect in March 2017 and limits wage increases at 0% for the first two years, 0.75% for the third year, and 1% in the fourth year. Finally, the Government of Newfoundland and Labrador implemented four years of salary freezes from 2016-17 to 2019-20 and the Government of Nova Scotia legislated 0.75% annual wage increases from 2015-16 until 2018-19.

Examining wage increases negotiated in other Canadian government jurisdictions supports a collective agreement for the Parks Canada Bargaining Unit aligned with the pattern established elsewhere in the federal public service

PART III – PARKS CANADA’S SUBMISSION FOR RATES OF PAY AND DURATION AND RESPONSE TO THE PSAC PROPOSALS

Bargaining Agent Proposal

Among the Bargaining Agent proposals are:

- Economic increases of 3.5% per year over three years
- Harmonization up of salaries with the CPA for certain groups
- Law Enforcement adjustments - Park Warden Salary increase of 17%
- Roll into salary of certain terminable allowances
- “Housekeeping” changes to GL sub-group pay grids

Annex 10 of this submission contains the full Bargaining Agent pay proposals.

As previously stated, Parks Canada wasn’t provided with an opportunity to assess and discussed the Bargaining Agent pay proposals at the bargaining table.

On July 16, the PSAC tabled for the first time in the negotiation process a multi-part and detailed proposal on pay-related items. The Agency was in the process of analyzing and considering these significant proposals, that were identified by the Bargaining Agent itself as high priority, before providing a response.

Parks Canada has not had the opportunity to engage in meaningful discussion with the Bargaining Agent on their wage proposal and on the proposed duration for the collective agreement. Consequently, it wasn’t possible for the Agency to table its response to this important aspect of the collective bargaining process nor to engage in discussion with the Bargaining Agent on their economic proposals prior to the Bargaining Agent declaring an impasse to the negotiations.

Economic Increase

The Bargaining Agent seeks increases to wages that largely exceed the pattern established within the CPA and with other separate agencies.

TABLE 18 – PSAC Wage Proposal

PSAC WAGE PROPOSAL	ONGOING COSTS	% OF WAGE BASE
Three years contract – 3.50%, 3.50% & 3.50%	\$35,844,673	11%

Bargaining Agents who recently reached an agreement with the TB and with other separate agencies all agree to a four-year contract with the following wage increases: 2%, 2%, 1.5% and 1.5 %.

Parks Canada is of the view that the pay proposal from the Bargaining Agent does not contain a rational supporting the Bargaining Agent proposal, nor data and associated metrics in relation to internal and external comparability.

Consequently, Parks Canada respectfully submits that the four-year wage increases offered and agreed by various Bargaining Agents in the CPA and with separate agencies during the 2018 round of negotiation is fair and equitable based on the facts presented in this brief.

Harmonization up of salaries with the CPA for certain groups

The Bargaining Agent proposes that the Parks Canada 2018 salaries for the following classifications be adjusted to match the higher 2018 salaries of their counterparts at the CPA, and that such adjustments become effective August 5, 2018.

The Bargaining Agent specifically proposes the following:

- AR-Architecture and Town Planning Group – match TBS NR Group rates for AR
- EG-Engineering and Scientific Support Group – match TBS TC Group rates for EG (1.16% average increase)
- HR-Historical Research – match TB RE Group rates for HR (deletion of App. H Terminable Allowance – approx. 26% increase)

As stated above Parks Canada did not have the opportunity to present its response to this proposal as it was tabled a few hours before the impasse was declared. The Agency wishes to discuss counter proposals concerning the harmonization of salaries for certain groups.

Law Enforcement

The Bargaining Agent submitted in its July 16, 2019 proposal that Park Wardens are highly trained law enforcement professionals who must maintain high standards of fitness and performance throughout their careers and that these requirements are not adequately supported and reflected in their compensation.

The Agency does not dispute the requirements and expectations of its law enforcement professionals. This is a valued community of expertise at the Agency. The physical aspect of this work was fully considered by Parks Canada and the classification committee that was convened when these two jobs were classified at the GT-04 and GT-05 levels in 2008.

The Bargaining Agent is also of the view that Park Wardens perform similar duties to other, higher-paid enforcement groups in the federal public service such as:

- Environment Canada – Wildlife Officers
- Environment Canada – Environmental Enforcement Officers
- Canada Border Services Agency – Border Services Officers.

The Agency is of the view that comparing salaries of a sample of the law enforcement groups that exist in the Public Service without fully assessing their respective roles and core responsibilities, and without considering internal relativity of the law enforcement function to other jobs within Parks Canada, does

not provide a fulsome picture required to support the Bargaining Agent argument for a 17% salary increase for the Parks Warden community.

TABLE 19 - PSAC WAGE PROPOSAL- Parks Wardens

PSAC WAGE PROPOSAL	ONGOING COSTS	% OF WAGE BASE
Park Warden Salary increase of 17%	\$1,106,401	0.3%

Moreover, the proposal would create serious internal relativity issues within the GT occupational group that represent other employees classified at the GT-04 and GT-05 group and level within the bargaining unit:

- Heritage Presentation Specialist I
- Heritage Presentation Specialist II
- Conservator II
- Conservator III
- Curator II
- Visitor Safety Technician
- Visitor Safety Specialist I
- Fire Operations and/or Visitor Safety Coordinator

The arguments advanced by the Bargaining Agent in relation to law enforcement jobs appear to be rooted in classification considerations as an important starting point. In this vein, the Agency has an outstanding grievance on job content and classification for the GT-05 level law enforcement job. The administration of this grievance will be prioritized to validate the internal worth of this job relative to other jobs at Parks Canada. Consideration of law enforcement jobs elsewhere in the federal public service can be included as part of an assessment by a classification committee.

Roll into salary of certain terminable allowances

As stated above Parks Canada did not have the opportunity to present its pay proposal as the Bargaining Agent tabled theirs a few hours before the impasse was declared.

Consequently, the Agency seeks to introduce counter-proposals at the bargaining table concerning the rolling into salary of certain terminable allowances.

“Housekeeping” changes to GL sub-group pay grids

The Agency respectfully disagrees with the Bargaining Agent proposal that the changes proposed are simply “housekeeping” or administrative changes. A fulsome review conducted by the Agency demonstrates that the elimination of some of the grids is not cost neutral nor purely administrative as employees within these grids would see an increase to the next rate of pay. Parks Canada is of the view that status quo should prevail.

Parks Canada Pay Proposal

Despite the fact that the Agency wasn't provided with an opportunity to table an economic offer, Parks Canada respectfully submits that the wage increases offered and agreed to by various bargaining agents in the CPA and with Separate Agencies during the 2018 round of negotiation is fair and equitable based on data and associated metrics presented in this brief.

Of note, the PSAC and the Royal Canadian Mint recently reached an agreement during the summer of 2019 that provides for four years of economic increases as follows:

- Effective January 1, 2018: 2.0%
- Effective January 1, 2019: 2.0%
- Effective January 1, 2020: 1.5%
- Effective January 1, 2021: 1.5%

This agreement covers approximately 700 workers, 125 administrative positions with the remainder of the bargaining unit in manufacturing jobs.

Annex 11 – Ratification of a Tentative Agreement – PSAC and the Royal Canadian Mint

The Agency submits that the Bargaining Agent proposals are not supported by rigorous analysis. They are out of touch with the established pattern with other CPA and separate agencies groups in the current round of negotiations.

PART IV– PARKS CANADA'S SUBMISSION ON OTHER OUTSTANDING ISSUES

Table of contents

DEFINITION OF FAMILY	Tab 1
ARTICLE 2 - INTERPRETATION AND DEFINITION	
ARTICLE 39 - LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY	
ARTICLE 40 - LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES	
ARTICLE 44 - BEREAVEMENT LEAVE WITH PAY	
ARTICLE 9 - INFORMATION.....	Tab 2
ARTICLE 11 - USE OF AGENCY FACILITIES	Tab 3
ARTICLE 12 - EMPLOYEE REPRESENTATIVES	Tab 4
ARTICLE 13 - LEAVE WITH PAY OR WITHOUT PAY FOR ALLIANCE BUSINESS	Tab 5
ARTICLE 15 - DISCIPLINE	Tab 6
ARTICLE 17 - NO DISCRIMINATION AND SEXUAL HARASSMENT	Tab 7
ARTICLE 21 - TECHNOLOGICAL CHANGE	Tab 8
ARTICLE 22 - HOURS OF WORK	Tab 9
ARTICLE 23 - SHIFT PREMIUMS	Tab 10
ARTICLE 24 - OVERTIME	Tab 11
ARTICLE 25 - CALL BACK AND REPORTING PAY.....	Tab 12
ARTICLE 26 - STANDBY	Tab 13
ARTICLE 27 - DESIGNATED PAID HOLIDAYS	Tab 14
ARTICLE 29 - TRAVELING TIME	Tab 15
ARTICLE 32 - VACATION LEAVE WITH PAY	Tab 16
ARTICLE 35 - MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES.....	Tab 17
ARTICLE 36 - INJURY-ON-DUTY LEAVE.....	Tab 18
ARTICLE 37 - MATERNITY AND PARENTAL LEAVE WITHOUT PAY	Tab 19
ARTICLE 39 - LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY	Tab 20
ARTICLE 40 - LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES.....	Tab 21
ARTICLE 44 - BEREAVEMENT LEAVE WITH PAY	Tab 22
ARTICLE 48 - LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS (Domestic Violence).....	Tab 23
ARTICLE 50 - STATEMENT OF DUTIES.....	Tab 24
ARTICLE 58 - PAY ADMINISTRATION	Tab 25
ARTICLE 59 - ALLOWANCES	Tab 26
ARTICLE 61 - DURATION	Tab 27

APPENDIX A - ANNUAL RATES OF PAY AND PAY NOTES Tab 28

APPENDIX F - MOU IN RESPECT OF THE ALLOWANCE FOR THE GL – GENERAL LABOUR AND TRADES
MACHINERY MAINTAINING SUB-GROUP (MAM) Tab 29

APPENDIX G - ALLOWANCE FOR LAW ENFORCEMENT OFFICERS Tab 30

APPENDIX H - ALLOWANCE FOR HISTORICAL RESEARCH GROUP Tab 31

APPENDIX J - MOU IN RESPECT OF THE JOINT LEARNING PROGRAM Tab 32

APPENDIX K - WORK FORCE ADJUSTMENT Tab 33

APPENDIX L - MOU ALLOWANCE FOR COMPENSATION ADVISORS Tab 34

APPENDIX M - TEMPORARY INCENTIVES FOR COMPENSATION ADVISORS Tab 35

APPENDIX N - LOA IN RESPECT OF THE APPLICATION OF THE POLICIES SET OUT IN ARTICLE 6 Tab 36

APPENDIX XX - MOU WITH RESPECT TO THE NATIONAL JOINT COUNCIL Tab 37

APPENDIX O - LETTER OF AGREEMENT IN RESPECT OF THE STUDENT EMPLOYMENT..... Tab 38

APPENDIX P - MOU WITH RESPECT TO SUPPORTING EMPLOYEE WELLNESS Tab 39

APPENDIX Q - MOU IN RESPECT TO THE IMPLEMENTATION OF A RECOVERY SYSTEM FOR LEAVE FOR
UNION BUSINESS Tab 40

APPENDIX XX - MOU WITH RESPECT TO THE IMPLEMENTATION OF THE COLLECTIVE AGREEMENT. Tab 41

NEW ARTICLE - STUDENT EMPLOYMENT Tab 42

NEW ARTICLE - PARK WARDENS Tab 43

NEW ARTICLE - TERM EMPLOYMENT Tab 44

NEW ARTICLE - PROTECTIONS AGAINST CONTRACTING OUT Tab 45

NEW ARTICLE - MEDICAL APPOINTMENTS..... Tab 46

NEW ARTICLE - SOCIAL JUSTICE FUNDS Tab 47

NEW ARTICLE - COMPASSIONATE CARE AND CAREGIVING LEAVE (Combined Critical illness) Tab 48

NEW APPENDIX - MOU BETWEEN THE PARKS CANADA AGENCY AND THE PUBLIC SERVICE ALLIANCE
OF CANADA WITH RESPECT TO CHILD CARE Tab 49

NEW APPENDIX - MOU BETWEEN THE PARKS CANADA AGENCY AND THE PUBLIC SERVICE ALLIANCE OF
CANADA WITH RESPECT TO MENTAL HEALTH IN THE WORKPLACE Tab 50

ARTICLE-DEFINITIONS

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

ARTICLE 2

DEFINITIONS

“family” except where otherwise specified in the Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner residing 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, daughter-in-law, son-in-law, the employee’s grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides (famille)

BARGAINING AGENT PROPOSAL

ARTICLE 2

INTERPRETATION AND DEFINITIONS

“family” except where otherwise specified in the Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner residing 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, daughter-in-law, son-in-law, **sister-in-law, brother-in-law**, the employee’s grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides (~~famille~~), **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. (famille)**

BARGAINING AGENT AMENDED PROPOSAL* Received October 21, 2019

ARTICLE 2

INTERPRETATION AND DEFINITIONS

“family” except where otherwise specified in the Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner residing 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, daughter-in-law, son-in-law, **sister-in-law, brother-in-law**, the employee's grandparents and relative permanently residing in the employee's household or with whom the employee permanently resides (famille),

ARTICLE 39

LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

Amend as follows:

Change title to “Leave with or without pay for the care of family”

39.01 Both parties recognize the importance of access to leave for the purpose of care of for the immediate family. For the purpose of this clause, “family” is defined per Article 2 and in addition:

- a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee
- b. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee

ARTICLE 40

LEAVE WITH PAY FOR

FAMILY-RELATED RESPONSIBILITIES

40.01 For the purpose of this clause, “family” is defined per Article 2 and in addition:

- a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee
- b. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee

~~For the article, family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of legal or common-law spouse and ward of the employee), parents (including step-parents or foster parents), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents and grandchildren of the employee, any relative permanently residing in the employee's household or with whom the employee permanently resides, or any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.~~

ARTICLE 44

BEREAVEMENT LEAVE WITH PAY

44.01 For the purpose of this Article, "family" is defined as per Article 2 and in addition:

a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave under 44.01 (a) only once during the employee's total period of employment in the public service.

~~For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner residing with the employee), child (including child of spouse), stepchild or ward of the employee, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.~~

PARKS CANADA COUNTER-PROPOSAL

ARTICLES, 2, 39, 40 AND 44 (Definition of Family)

ARTICLE 2 INTERPRETATION AND DEFINITION

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

ARTICLE 39 LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

**

~~39.02~~ For the purpose of this article, family is defined as spouse (or common-law spouse resident with the employee), children (including foster children or children of legal or common-law spouse) parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides. For the purpose of this article, "family" is defined per article 2 and in addition:

a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

ARTICLE 40 LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

**

40.01 For the purpose of this article, family is defined as spouse (or common-law partner resident

with the employee), children (including **step-children**, foster children or children of legal or common-law spouse and ward of the employee), parents (including step-parents or foster parents), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents and grandchildren of the employee, any relative permanently residing in the employee's household or with whom the employee permanently resides, ~~or~~ any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee or a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

ARTICLE 44 BEREAVEMENT LEAVE WITH PAY

**

~~44.01~~ For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner residing with the employee), child (including child of spouse), stepchild or ward of the employee, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law and relative permanently residing in the employee's household or with whom the employee permanently resides. **44.01 For the purpose of this article, "family" is defined per article 2 and in addition:**

a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall's total be entitled to bereavement leave under 44.01(a) only once during the employee's total period of employment in the public service.

Remarks:

Parks Canada is seeking parity in what was negotiated in the CPA during the previous round of negotiation. Specifically, Park Canada would like to realign the definition of family under articles 2 (definition), 39 (leave without pay for care of immediate family), 40 (leave with pay for family-related responsibilities) and 44 (bereavement leave). During the last round of bargaining, Parks Canada expanded the definition of "family", but failed to remove the definitions under articles 39 and 44. As a result, we currently have four (4) distinct definitions of "family". This was an administrative error, which this proposal respectfully resolves.

CPA Group Comparators: PA, SV, TC, AV, EB.

In addition, the Parks Canada counter-proposal, includes the concept of "degree of consanguinity", which was requested by the Bargaining Agent.

During negotiations the Bargaining Agent neither accepted, nor declined Parks Canada's proposal. The Agency respectfully requests that the Commission include this in its report.

ARTICLE 9 INFORMATION

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)
9.02 The Agency agrees to supply each employee with a copy of the collective agreement and will endeavour to do so within one (1) month after receipt from the printer.
BARGAINING AGENT'S POSITION
NO CHANGE
PARKS CANADA PROPOSAL
** 9.02 The Agency agrees to supply each employee with access to a copy of the collective agreement and will endeavour to do so within one (1) month after receipt from the printer. For the purpose of satisfying the Agency's obligation under this clause, employees may be given electronic access to this Agreement. Where electronic access to the Agreement is unavailable or impractical, the employee <u>will shall</u> be supplied with a printed copy.

Remarks:

Parks Canada proposes to meet its obligation under Article 9.02 (Information) by providing employees with an electronic copy of the collective agreement where practical. In keeping with the Government of Canada and more specifically Parks Canada commitment to the environment, this proposal would allow bargaining unit members to have immediate access to the collective agreement, without the unnecessary and wasteful production of printed copies. The cost of printing and distribution of the collective agreement that expired on August 4, 2018 was over \$49,000.

CPA Groups Comparators: EL, FI, RE, SP, NR, AV, CS, EC

- **CS: **27.02** *The Employer agrees to supply each employee with a copy of the collective agreement and any amendments thereto. For the purposes of satisfying the Employer's obligations under this clause, employees may be given electronic access to this agreement provided that the Employer advises each employee that the agreement is available electronically and how it can be accessed. On request, the employee shall be supplied with a printed copy of this collective agreement.*

- **EC: 11.02** *Employees will be given electronic access to the collective agreement. Where electronic access to the agreement is unavailable or impractical, or upon request, the employee will be supplied with a printed copy of the agreement.*

The Agency proposal is in line with what has been tabled in the CPA during this current round of negotiation:

From the TBS Common Table: 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 purposes 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 with a printed copy of this agreement.

It should be noted that 18 of the 27 CPA collective agreements now contain the same or similar language on electronic access.

Moreover, in its March 12, 2018 report, the PIC established to hear the outstanding issues between the PSAC and the TBS for the Border Services (FB) group, and recommended at paragraph 16; "that the Employer's proposal be incorporated in the collective agreement. The TBS proposal read as follows:

"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."

The PIC further opined in their report:

"We see little justification in imposing on the Employer the substantial cost of producing printed copies when all employees can be assumed to have access to devices that would enable them to consult the agreement electronically at no real cost to themselves. We note that the employer's proposal has recently been included in at least a dozen of its collective agreements."

The Agency's proposal for electronic access to the collective agreement (art.9.02) is consistent with its commitments to the environment and greening and is both cost-effective and efficient and in line with the recent decision issued on November 2019 (569-02-228) between the Public Service Alliance of Canada and Treasury Board (Annex- 14) which stipulates:

"And perhaps most importantly, I find the prospect of ordering a large quantity of paper consumed and a great deal of energy spent to distribute the agreement, for speculative value at best given that it has expired, contrary to public policy of good environmental stewardship. That includes minimizing the consumption of Canada's forests, which are a valuable carbon sink that help Canada's efforts to reduce its greenhouse gas emissions."

The Agency's proposal is a reasonable compromise. The proposed provision ensures that employees would be provided with a printed copy of the collective agreement, where electronic access is unavailable.

This is a positive step forward for the bargaining unit members, the Agency and the Government of Canada's commitment toward the environment.

ARTICLE 11 USE OF AGENCY FACILITIES

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

11.01 Reasonable space on bulletin boards (including electronic bulletin boards, where available) in convenient locations will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Agency, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Agency, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

11.02 The Agency will also continue its present practice of making available to the Alliance specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.

BARGAINING AGENT PROPOSAL

11.03 A duly accredited representative of the Alliance may be permitted access to the Agency'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.

PARKS CANADA COUNTER-PROPOSAL

11.03 A duly accredited representative of the Alliance may be permitted access to the Agency's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Agency. 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.

Remarks:

As of this date, the Bargaining Agent neither accepted, nor declined the counter-proposal from Parks Canada. The Agency is therefore of the view that the parties have not bargained sufficiently on this issue.

Parks Canada is not in specific agreement with the Bargaining Agent's demand and tabled a counter-proposal on April 30, 2019 which addresses the issue of access to the Agency's premises. While the Union acknowledged the movement on the Agency's part, the Bargaining Agent neither accepted, nor declined the counter-proposal.

CPA Groups Comparators: SV, PA, TC, EB and EC.

SV: 12.03 A duly accredited representative of the Alliance may be permitted access to the Employer's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer. 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.

The Agency demonstrated its good faith in addressing this concerns from the Bargaining Agent with language that is found in other collective agreements in the CPA.

Parks Canada's counter-proposal (art. 11.03) is a positive response to the issue raised by the Bargaining Agent.

ARTICLE 12 EMPLOYEE REPRESENTATIVES

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

12.04

- (a) A representative shall obtain the permission of his or her immediate supervisor before leaving his/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/her supervisor before resuming his/her normal duties.
- (b) Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.
- (c) An employee shall not suffer any loss of pay when permitted to leave his/her work under paragraph (a).

BARGAINING AGENT PROPOSAL

12.04

- a. A representative shall ~~obtain the permission of~~ **notify** 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.
- b. Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.
- c. An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

BARGAINING AGENT AMENDED PROPOSAL* Received October 21, 2019

12.04

- d. A representative shall ~~obtain the permission of~~ **be granted** 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.

- e. Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.
- f. An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

PARKS CANADA POSITION

NO CHANGE

Remarks:

***This proposal was amended by the Bargaining Agent on October 21, 2019 after the declaration of the impasse.**

Currently, Parks Canada cannot unreasonably withhold permission for a Bargaining Agent to represent, an employee must nonetheless obtain permission from his or her immediate supervisor before leaving the workplace.

The Bargaining Agent's proposal to amend the provisions of clause 12.04 eliminates Parks Canada's discretion and ability to consider the operational impact of granting permission to leave the workplace. The proposal is tantamount to a simple notification by the employee to the supervisor that they are leaving on Bargaining Agent business.

Parks Canada submits that it is entitled to rely on its employees to be in the workplace and perform the tasks for which they were hired. Allowing employee representatives to leave the workplace without giving management any discretion to consider operational requirements, is not reasonable and could result in potential disruption and danger to the Agency's operations.

Parks Canada further submits that the current language provides enough flexibility and discretion to allow representatives to attend to the circumstances outlined in paragraph 12.04(a). Furthermore, the existing wording "such permission shall not be unreasonably withheld" provides for a reasonable balance between the Agency's needs and those of the Bargaining Agent.

During the 5 sessions of bargaining, no arguments were provided to support this change.

Group comparators: The current language of the collective agreement art.12.04 (a), (b) and (c) is aligned with our CPA comparators group: EC, CS, TC, PA, SV.

SV 13.04

a. A representative shall obtain 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.

b. Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.

c. An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

Parks Canada declined the Bargaining Agent's demand, and proposes that this article be renewed without changes.

ARTICLE 13 LEAVE WITH PAY OR WITHOUT PAY FOR ALLIANCE BUSINESS

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

Component and Alliance Executive Positions

13.14 Except where otherwise specified in this article, subject to operational requirements and with reasonable advance notice, the Agency shall grant leave without pay to representatives who hold executive positions at the Component or Alliance level in order to represent employees not employed by the Agency.

**

13.15 Effective August 1, 2018 and for administrative purposes only, the Agency will continue to pay the employee who has been granted leave under articles 13.02, 13.10, 13.12 and 13.13. The Alliance will reimburse the Agency for the salary and benefit costs of the employee during the period of approved leave, within thirty (30) days of receiving the request for payment from the Agency according to the terms established by the joint agreement.

BARGAINING AGENT PROPOSAL

~~13.14~~ Except where otherwise specified in this article, subject to operational requirements and with reasonable advance notice, ~~T~~the Agency shall grant leave without pay to **an employee who is elected as a full-time official of the Component or Alliance within one (1) month after notice is given to the Agency of such election.** ~~representatives who hold executive positions at the Component or Alliance level in order to represent employees not employed by the Agency.~~ **The duration of such leave shall be for the period the employee holds such office.**

NEW

13.15 The Agency shall advise the Alliance within one week of the hiring of new Alliance-represented employees and shall grant leave with pay to a reasonable number of employees to provide Alliance orientation to all newly-hired Alliance-represented employees.

NEW

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

AMEND

~~13.1715~~ Effective August 1, 2018 and for administrative purposes only, the Agency will continue to pay the employee who has been **Leave without pay granted to an employee under this Article, with the exception of article 13.14 above, will be with pay-leave** under articles 13.02, 13.10, 13.12 and 13.13. The Alliance will reimburse the Agency for the salary and benefit costs of the employee during the period of approved leave, within ~~thirty (30)~~ **sixty (60)** days of receiving the request for payment from the Agency according to the terms established by the joint agreement.

BARGAINING AGENT AMENDED PROPOSAL* Received October 21, 2019

~~13.14~~ Except where otherwise specified in this article, subject to operational requirements and with reasonable advance notice, ~~T~~the Agency shall grant leave without pay to **an employee who is elected as a full-time official of the Component or Alliance within one (1) month after notice is given to the Agency of such election.** ~~representatives who hold executive positions at the Component or Alliance level in order to represent employees not employed by the Agency.~~ **The duration of such leave shall be for the period the employee holds such office.**

NEW

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

AMEND

~~13.1715~~ Effective August 1, 2018 and for administrative purposes only, the Agency will continue to pay the employee who has been **Leave without pay granted to an employee under this Article, with the exception of article 13.14 above, will be with pay-leave** under articles 13.02, 13.10, 13.12 and 13.13. The Alliance will reimburse the Agency for the salary and benefit costs of the employee during the period of approved leave, within ~~thirty (30)~~ **sixty (60)** days of receiving the request for payment from the Agency according to the terms established by the joint agreement.

PARKS CANADA COUNTER-PROPOSAL

~~13.15~~ Effective August 1, 2018 and ~~f~~For administrative purposes only, the Agency will continue to pay the employee who has been granted leave under articles 13.02, 13.10, 13.12 and 13.13. The Alliance will reimburse the Agency for the salary and benefit costs of the employee during the period of approved leave, within ~~thirty (30)~~ **sixty (60)** days of receiving the request for payment from the Agency according to the terms established by the joint agreement.

Remarks:

***This proposal was amended by the Bargaining Agent on October 21, 2019 after the declaration of the impasse.**

As of this date, the Bargaining Agent neither accepted, nor declined the counter-proposal from Parks Canada. Parks Canada is therefore of the view that the parties have not bargained sufficiently on this issue, and wishes to pursue negotiations on this matter.

13.14-Election to a full-time official of the component or Alliance

The Bargaining Agent's proposal to amend the provisions 13.14 would restrain Parks Canada's discretion to consider operational impacts in the determination of an acceptable timeframe.

13.16 New-Alliance proposal to authorize cost-recovery for all union business

The Bargaining Agent is proposing that Parks Canada authorize leave without pay under Article 13 for any union business, validated by the PSAC. Currently, leave for PSAC business (both with and without pay) is limited to specific reasons.

Various leave provisions under Article 13 are subject to Parks Canada's discretion based on operational requirements.

13.17 Amend

The Bargaining Agent is also proposing to make all but clause 13.14 subject to the terms of the MOU on cost recovery for leave for Alliance business. Parks Canada submits that the list in the current collective agreement Art. 13.15, is sufficient to address leave without pay and recovery situations, and any clauses negotiated would simply be added to that list.

Parks Canada is not in agreement with the Bargaining Agent's demand (13.14, 13.16 New and 13.17 Amend).

Parks Canada's counter proposal to the current Art.13.15, which extend the delay from thirty (30) days to sixty (60) days, is a positive response to a portion of the Bargaining Agent demands is reflective of the MOU negotiated in the CPA January 1, 2018.

ARTICLE 15 DISCIPLINE

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)
15.05 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.
BARGAINING AGENT'S POSITION
NO CHANGE
PARKS CANADA PROPOSAL
** 15.05 (a) 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. (b) The two (2) year period noted in 15.05 (a) will be extended automatically by the length of any seasonal layoff or period of leave without pay taken by the employee.

Remarks:

Parks Canada is proposing new language that allows a fair and consistent approach between seasonal and year round employees regarding the duration of a written statement related to disciplinary actions.

Parks Canada's proposal art. 15.05 (b) to extend the two-year retention period under this article by any length of leave without pay or seasonal layoff period taken upholds the intent of article 15.05 which is meant to allow the Agency the full two years to observe or monitor the employee's behaviour or actions as part of correctives measures.

An extension due to leave of absence has been introduced in some collective agreements in the past in our **CPA Groups Comparators: FI, RE, AV, CS, EC.**

Financial Management 14.05: Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period. This period will automatically be extended by the length of any period of leave without pay.

This extension due to leave has also been successfully introduced in the SP, EL, UT, SH, NR, and RO agreements during this round of bargaining in the CPA.

On average, 43 % of the Parks Canada workforce is composed of indeterminate seasonal employees, the inclusion of this language will ensure a consistent and more equitable and appropriate approach between these employees by providing management the opportunity to monitor and evaluate employees' behaviour in the workplace and integrate adjustments if required.

Parks Canada's proposal will result in a consistent and more appropriate application of the collective agreement that is equitable for all the bargaining unit members.

ARTICLE 17-NO DISCRIMINATION AND SEXUAL HARASSMENT

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

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

17.02 The Alliance and the Agency recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the workplace.

17.03

- (a) Any step 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.

17.04 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination or sexual harassment. The selection of the mediator will be by mutual agreement.

BARGAINING AGENT PROPOSAL

Change title to: NO DISCRIMINATION, HARASSMENT AND ABUSE OF AUTHORITY

17.02 The Alliance and the Agency 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.**

17.03 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.**

17.03-17.04

- (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.

17.05

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.**

17.06

Upon request by the complainant(s) and/or respondent(s), an official copy of the investigation report shall be provided to them by the Agency, subject to the *Access to Information Act* and *Privacy Act*.

17.07

- 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.

17.08

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.

PARKS CANADA COUNTER-PROPOSAL

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 Parks Canada, subject to the *Access to Information Act* and *Privacy Act*.

Remarks:

The Bargaining Agent is proposing to transform the article on “no discrimination and sexual harassment” into a broader harassment and abuse of authority provision. The Commission should be aware that Parks Canada currently has a comprehensive Policy “Toward a Harassment-Free Workplace” (Annex 15) on which the Bargaining Agent was consulted during the development. Furthermore, a harassment Prevention guide (Annex 16) provides a summary of the principles, support and processes available to employees to prevent and resolve concerns related to harassment. This Policy is in line with the Treasury Board Secretariat *Directive on Harassment in the Workplace* which applies to all public servants.

Notwithstanding was precedes, a review of the current framework at the Agency is underway in light of the Government of Canada’s commitment to taking action to ensure that federal workplaces are free from harassment and violence with the adoption of Bill C-65. This bill amends the Canada Labour Code to strengthen the existing framework for the prevention of harassment and violence, including sexual harassment and sexual violence, in the work place.

The proposed new regulations, currently under development, streamline and consolidate harassment and violence provisions for all federally regulated workplaces under the Code and highlight the importance of harassment and violence prevention, and make it easier for employers and employees to identify their rights and duties. The proposed Regulations will strengthen requirements with respect to preventing and responding to occurrences of harassment and violence and supporting those affected.

Therefore, it would be redundant to include the Bargaining Agent's proposal in the collective agreement since legislation mandates the Agency to address this important issue.

Parks Canada is not in specific agreement with the Bargaining Agent’s demand. However, the Agency tabled a counter-proposal, to the Bargaining Agent’s demand in clause 17.05, to mirror the existing provision in our CPA comparator groups. As of this date, the Bargaining Agent neither accepted, nor declined the counter-proposal from Parks Canada.

ARTICLE 21-TECHNOLOGICAL CHANGE

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

21.01 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, Appendix "K" on Work Force Adjustment will apply. In all other cases the following clauses will apply.

21.02 In this article "Technological Change" means:

(a) the introduction by the Agency of equipment or material of a different nature than that previously utilized;

and

(b) a change in the Agency's operation directly related to the introduction of that equipment or material.

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

21.04 The Agency agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) 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.

21.05 The written notice provided for in clause 21.04 will provide the following information:

- (a) the nature and degree of the technological change;
- (b) the date or dates on which the Agency 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.

21.06 As soon as reasonably practicable after notice is given under clause 21.04, the Agency shall consult meaningfully with the Alliance concerning the rationale for the change and the topics referred to in clause 21.05 on each group of employees, including training.

21.07 When, as a result of technological change, the Agency determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Agency 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.

BARGAINING AGENT PROPOSAL

21.01 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 "K" on Work Force Adjustment will apply. In all other cases the following clauses will apply.

21.02 In this article, "technological change" means:

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

and

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

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

21.04 The Agency 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.

21.05 The written notice provided for in clause 21.04 will provide the following information:

- a. the nature and degree of the technological change;
- b. the date or dates on which the Agency 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.**

21.06 As soon as reasonably practicable after notice is given under clause 21.04, the Agency shall consult meaningfully with the Alliance, **at a mutually agreed upon time**, concerning the rationale for the change and the topics referred to in clause 21.05 on each group of employees, including training.

21.07 When, as a result of technological change, the Agency determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Agency 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.

PARKS CANADA'S POSITION

NO CHANGE

Remarks:

New language art. 21.01

The Bargaining Agent is proposing to add "the relocation of a work unit or work formerly performed by a work unit," to clause 21.01.

The current language is common across CPA collective agreements.

The Bargaining Agent did not provide a justification for this proposed change.

New language art. 21.02

The addition of the language proposed by the Bargaining Agent for clause 21.02 would significantly and unduly broaden the scope of article 21. This addition could be argued as encompassing any systems and/or software changes, updates or upgrades, which are common and do not amount to technological changes as contemplated by the article. On the other hand, the current provision is broad enough (i.e. the reference to material or equipment) to capture a large variety of technical changes. There does not appear to be merit in singling out "systems or software" in the clause, as proposed by the Bargaining Agent.

Deletion of language art. 21.03

Parks Canada also disagrees with the proposed deletion of a portion of clause 21.03 as it would send the wrong message and run counter-current to modernization initiatives.

Parks Canada supports technological change to improve visitor services, for example:

- Reaching Canadians where they live and work through digital channels (web, YouTube, Facebook, Instagram, Twitter)
- Ensuring digital services for trip planning, purchasing admission and reserving accommodation
- Influencing visitation patterns: sharing visitor safety information and trail maps, promoting Canada's heritage and conservation at the right time and with the right message

Making better use of digital technologies that could improve the ways in which businesses can access our services is also in line with the Public Service Renewal: Beyond 2020.

21.04-Notification period increase

The proposal to increase the notification period from 180 to 360 days in 21.04 is unreasonable and places too much constraint on Parks Canada. It would be impractical, if not impossible at times, to provide such lengthy notice of impending changes without unduly delaying the introduction of required changes.

21.05 Expansion of the information in the written notice

Parks Canada submits that the Bargaining Agent's proposal for additional language at 21.05 introduces an obligation that would represent a significant burden for Parks Canada as technological changes vary in

scope and the proposed language is extremely broad. The determination of the need for technological change is the prerogative of the Agency and there is no justification to require a business cases.

Parks Canada is of the view that the existing provisions at clause 21.05 and 21.06, providing for notification and consultation, are adequate and sufficient. The changes proposed by the Bargaining Agent are not found in other CPA collective agreement. The FPSLRA and the Parks Canada collective agreement (article 18) also include broad provisions dealing with joint consultation.

New Language at 21.06 around timing of consultation

The addition of new language at 21.06 has the potential to cause undue delays in the consultation process.

Deletion of reasonableness standard at 21.07 for providing training

The deletion of language in 21.07 as it relates to providing training places a much higher burden on Parks Canada and would open the door to employees claiming that more training is always needed.

The Bargaining Agent has not made any argument to support its proposals, or demonstrate that the current provisions are inadequate.

Accordingly, Parks Canada requests that the Commission not include the Bargaining Agent's proposals in its report.

ARTICLE 22 HOURS OF WORK

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

22.08 Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal day for non-operating employees. The Agency agrees, where operational requirements permit, to continue the present practice of providing rest periods for operating employees.

22.09 If an employee is given less than seven (7) days advance notice of a change in his/her shift schedule, the employee will receive a premium rate of time and one-half (1 ½) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time. Such employee shall retain her/his previously scheduled days of rest next following the change or if worked, such days of rest shall be compensated in accordance with the overtime provisions of this collective agreement.

22.10 For employees who work on a rotating or irregular basis:

- (a) Normal hours of work shall be scheduled so that employees work:
 - (i) an average of thirty-seven decimal five (37.5) or forty (40) hours (in accordance with the Hours of Work Code) per week and an average of five (5) days per week and seven decimal five (7.5) hours or eight (8) hours (in accordance with the Hours of Work Code) per day;

or

 - (ii) if he/she is a Park Warden performing a period of backcountry patrol in excess of eight (8) consecutive hours during a two-week pay period, on a weekly basis, an average of thirty-seven decimal five (37.5) or forty (40) hours (in accordance with the Hours of Work Code) and five (5) days per week.

- (b) The Agency shall make every reasonable effort to schedule a meal break of one-half (1/2) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the mid-point of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Agency and the employee. If an employee is not given a meal break scheduled in advance, all time from the commencement to the termination of the employee's full shift shall be deemed time worked.

(c) When an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

(i) on the day it commenced where half (1/2) or more of the hours worked fall on that day,

or

(ii) on the day it terminates where more than half (1/2) of the hours worked fall on that day.

Accordingly, the first (1st) day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his/her last scheduled shift; and the second (2nd) day of rest will start immediately after midnight of the employee's first (1st) day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

(d) Every reasonable effort shall be made by the Agency:

(i) not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift;

(ii) to avoid excessive fluctuations in hours of work;

(iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;

(iv) to arrange shifts over a period of time not exceeding fifty-six (56) days and to post schedules at least fourteen (14) days in advance of the starting date of the new schedule;

(v) to grant an employee a minimum of two (2) consecutive days of rest.

(e) Notwithstanding the provisions of this article, it may be operationally advantageous to implement work schedules for employees that differ from those specified in this clause. Any special arrangement may be at the request of either party and must be mutually agreed between the Agency and the majority of employees affected.

Terms and Conditions Governing the Administration of Variable Hours of Work Schedule

22.14 For greater certainty, the following provisions of this agreement shall be administered as provided herein:

(a) Interpretation and Definitions (clause 2.01)

"Daily rate of pay" - shall not apply.

(b) Minimum Number of Hours Between Shifts (Paragraph 22.10 (d) (i))

The minimum period between the end of the employee's shift and the beginning of the next one shall not apply.

(c) Exchange of Shifts (clause 22.04)

On exchange of shifts between employees, the Agency shall pay as if no exchange had occurred.

(d) Designated Paid Holidays (clause 27.05)

- (i) A Designated Paid Holiday shall account for seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code).
- (ii) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the pay for the hours specified in subparagraph (i), at time and one-half (1 1/2) up to his/her regular scheduled hours worked and at double (2) time for all hours worked in excess of her/his regular scheduled hours.

(e) Travel

Overtime compensation referred to in clause 29.04 shall only be applicable on a work day for hours in excess of the employee's daily scheduled hours of work.

(f) Acting Pay

The qualifying period for acting pay as specified in paragraph 58.07(a) shall be converted to hours.

(g) Overtime

Overtime shall be compensated for all work performed on regular working days or on days of rest at time and three-quarter (1 3/4).

BARGAINING AGENT PROPOSAL

22.08 Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal day for ~~non-operating all~~ employees. ~~The Agency agrees, where operational requirements permit, to continue the present practice of providing rest periods for operating employees.~~

Terms and Conditions Governing the Administration of Variable Hours of Work Schedule

22.14 For greater certainty, the following provisions of this agreement shall be administered as provided herein:

(a) Interpretation and Definitions (clause 2.01)

"Daily rate of pay" - shall not apply.

(b) Minimum Number of Hours Between Shifts (Paragraph 22.10 (d) (i))

The minimum period between the end of the employee's shift and the beginning of the next one shall ~~not~~ apply.

(c) Exchange of Shifts (clause 22.04)

On exchange of shifts between employees, the Agency shall pay as if no exchange had occurred.

(d) Designated Paid Holidays (clause 27.05)

(i) A Designated Paid Holiday shall account for seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code).

(ii) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the pay for the hours specified in subparagraph (i), at ~~time and one half (1 1/2)~~ **double (2) time** up to his/her regular scheduled hours worked and at double (2) time for all hours worked in excess of her/his regular scheduled hours.

(e) Travel

Overtime compensation referred to in clause 29.04 shall ~~only~~ be applicable ~~on a work day for hours in excess of the employee's daily scheduled hours of work.~~

(f) Acting Pay

The qualifying period for acting pay as specified in paragraph 58.07(a) shall be converted to hours.

(g) Overtime

Overtime shall be compensated for all work performed on regular working days or on days of rest at ~~time and three quarter (1 3/4)~~ **double (2) time**.

PARKS CANADA PROPOSAL

**

22.10 For employees who work on a rotating or irregular basis:

(a) Normal hours of work shall be scheduled so that employees work:

(i) an average of thirty-seven decimal five (37.5) or forty (40) hours (in accordance with the Hours of Work Code) per week and an average of five (5) days per week and seven decimal five (7.5) hours or eight (8) hours (in accordance with the Hours of Work Code) per day;

or

(ii) if ~~he/she is a Park Warden~~ **an employee** is performing a period of backcountry ~~patrol~~ **work** in excess of eight (8) consecutive hours during a two-week pay period, on a weekly basis, an average of thirty-seven decimal five (37.5) or forty (40) hours (in accordance with the Hours of Work Code) and five (5) days per week.

NO CHANGE: 22.08 AND 22.14

Remarks:

During the 5 sessions of negotiations, the Bargaining Agent did not bring any supporting information that would support removing management's consideration of operational requirements from the two (2) rest periods of fifteen (15) minutes (Bargaining Agent proposal's art. 22.08) nor the increase of the overtime rate at double time for any fifteen minutes worked for employees on Variable Hours of Work Schedule (Bargaining Agent proposal's art.22. 14 d) (ii), e) and g)).

Removing Parks Canada's discretion for rest periods

Parks Canada is committed to continue to ensure that employees take their rest periods as operational requirements permit. The current language of provision (Art 22.08) is consistent with the existing language in collective agreements in the public core administration.

CPA Groups Comparators: TC, PA, SP, CS, AV

TC: 25.08 Rest periods Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal day for non-operating employees. The Employer will provide for operating employees, two (2) rest periods of fifteen (15) minutes each per full working day except on occasions when operational requirements do not permit.

PA: 25.05 The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day except on occasions when operational requirements do not permit.

Based on the above, Parks Canada declined the Bargaining Agent's proposal and recommends that Art. 22.08 be renewed without changes.

Increasing overtime rate for employees on variable hours of work schedule

The Bargaining Agent proposal (Art. 22. 14 d) (ii), e) and g)) would increase the Agency cost for overtime by \$1,946,221 per fiscal year. This is in addition to other significant monetary proposals from the PSAC that would further increase the total compensation for the bargaining unit.

Furthermore, the existing provision of the Parks Canada collective agreement (art. 22.14 d) (ii) and (g)) mirrors the language of our CPA Groups Comparators: TC, PA, SV

TC: 25.15

g. Designated paid holidays (clause 32.05)

- i. A designated paid holiday shall account for seven decimal five (7.5) hours*
- ii. When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the pay for the hours specified in subparagraph (i), at time and one-half (1 1/2) up to his or her regular scheduled hours worked and at double (2) time for all hours worked in excess of his or her regular scheduled hours.*

e. Travel

Overtime compensation referred to in clause 34.04 shall only be applicable on a workday for hours in excess of the employee's daily scheduled hours of work.

h. Overtime

Terms and conditions governing the administration of variable hours of work. Overtime shall be compensated for all work performed on regular working days or on days of rest at time and three-quarters (1 3/4).

None of the other collective agreement in the CPA allow for double time for all overtime worked. During the 5 sessions of bargaining, the Bargaining Agent did not provide any information to support this demand.

Based on the above, the Parks Canada declined the Bargaining Agent's proposal and recommends that Art. 22. 14 d) (ii), e) and g) be renewed without changes.

Parks Canada's proposal under 22.10 (a) ii) would allow the Agency to update the provision of the collective agreement in light of functional changes within the Agency. For further clarity, Park Wardens are not the only employees who perform backcountry work. As such, Parks Canada has proposed language that is more inclusive (change Park Wardens for Employees). This proposal would not change current provisions allowed for the Wardens but rather would be more inclusive for all Employees

performing back country work. **The Parks Canada's proposal is a positive enhancement for the bargaining unit members.**

ARTICLE 23 SHIFT PREMIUMS

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

Excluded Provisions

This article does not apply to employees on day work, covered by clauses 22.05 to 22.07 and to employees classified in SC group.

23.01 Shift Premium

An employee working on shifts will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, between 5:00 p.m. and 6:00 a.m. The shift premium will not be paid for hours worked between 6:00 a.m. and 5:00 p.m.

23.02 Weekend Premium

An employee working on shifts during a weekend will receive an additional premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

BARGAINING AGENT PROPOSAL

Amend to read:

Excluded Provisions

This article does not apply to employees on day work, covered by clauses 22.05 to 22.07 and to employees classified in SC group.

23.01 Shift Premium

An employee working on shifts will receive a shift premium of ~~two dollars (\$2.00)~~ **three dollars (\$3.00) of the employee's hourly rate per hour** for all hours worked, including overtime hours, between ~~5:00 p.m. and 6:00 a.m.~~ **4:00pm and 8:00am**. The shift premium will not be paid for hours worked between ~~6:00 a.m. and 5:00 p.m.~~ **8:00am and 4:00pm**.

23.02 Weekend Premium

An employee working on shifts during a weekend will receive an additional premium of ~~two dollars (\$2.00)~~ **three dollars (\$3.00) of the employee's hourly rate per hour** for all hours worked, including overtime hours, on Saturday and/or Sunday.

BARGAINING AGENT AMENDED PROPOSAL* Received October 21, 2019

Excluded Provisions

This article does not apply to employees on day work, covered by clauses 22.05 to 22.07 and to employees classified in SC group.

23.01 Shift Premium

An employee working on shifts will receive a shift premium of ~~two dollars (\$2.00)~~ **three dollars (\$3.00) of the employee's hourly rate per hour** for all hours worked, including overtime hours, between 5:00 p.m. and 6:00 a.m. The shift premium will not be paid for hours worked between 6:00 a.m. and 5:00 p.m.

23.02 Weekend Premium

An employee working on shifts during a weekend will receive an additional premium of ~~two dollars (\$2.00)~~ **three dollars (\$3.00) of the employee's hourly rate per hour** for all hours worked, including overtime hours, on Saturday and/or Sunday.

PARKS CANADA'S POSITION

NO CHANGE

Remarks:

Parks Canada respectfully submits that we did not engage in meaningful negotiations on this topic. Furthermore, the Bargaining Agent did not present any information that would support the proposed increase in shift and weekend premium.

In light of the above, Parks Canada submits the following position without prejudice.

The Bargaining Agent's demand represents an increased cost of \$334,785 per fiscal year for their shift and weekend premium demand. This, in addition to other significant monetary demands from the PSAC, would further increase the total compensation package for the bargaining unit.

CPA Groups Comparators: TC, EC, CS, PA and SV. The shift premium is two (2) dollars per hour for all hours worked between 4:00 pm and 8:00 am.

Parks Canada Agency proposes that articles 23.01 and 23.02 be renewed without changes.

ARTICLE 24 OVERTIME

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

24.01 Each fifteen (15) minute period of overtime shall be compensated for at the following rates:

- (a) time and one-half (1 1/2) except as provided for in clause 24.01(b);
- (b) double (2) time for each hour of overtime worked after fifteen (15) or sixteen (16) hours work (in accordance with the Hours of Work Code) in any twenty-four (24) hour period or after seven decimal five (7.5) or eight (8) hours work (in accordance with the Hours of Work Code) on the employee's first (1st) day of rest, and for all hours worked on the second or subsequent day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday;
- (c) where an employee is entitled to double (2) time in accordance with (b) above and has worked a period of overtime equal to the normal daily hours of work specified in the Hours of Work Code, the employee shall continue to be compensated at double (2) time for all hours worked until he/she is given a period of rest of at least eight (8) consecutive hours.

24.02 Notwithstanding anything to the contrary contained in this article, the following shall apply to employees working as Park Wardens performing a period of back-country patrol in excess of eight (8) consecutive hours during a two-week period;

- (a) Park Wardens are entitled to receive compensation at straight-time rates for all hours worked, other than hours worked on a day of rest or on a designated paid holiday, up to an average of seventy-five (75) or eighty (80) hours (in accordance with the Hours of Work Code) over a two (2) week period and compensation at time and one-half (1 1/2) for all other hours worked.
- (b) Park Wardens are entitled to receive compensation at time and one-half (1 1/2) rates for work performed on the first (1st) day of rest and compensation at double (2) time for work performed on the second and subsequent days of rest where two (2) or more contiguous days of rest are indicated by the schedule.

Articles 24.03 to 24.07 apply to all employees governed by this agreement

24.03 Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Agency, overtime may be compensated in equivalent leave with pay under article 34.

24.07 Meal Allowance

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ten dollars (\$10) except where free meals are provided.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a), the employee shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10) for each additional four (4) hour period thereafter, except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the Agency, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- (d) Meal allowances under this clause shall not apply to an employee who is on travel status which entitles the employee to claim expenses for lodging and/or meals.

BARGAINING AGENT PROPOSAL

Article 24- Overtime: The union is reducing its meal allowance demand at 24.07 (a) and (b) from \$20 to \$15.

BARGAINING AGENT AMENDED PROPOSAL* Received October 21, 2019

24.01 Each fifteen (15) minute period of overtime shall be compensated at double time for at the following rates:

Consequential amendments in the body of the agreement must be made pursuant to this concept being agreed upon

- (a) ~~time and one half (1 1/2) except as provided for in clause 24.01(b);~~
- (b) ~~double (2) time for each hour of overtime worked after fifteen (15) or sixteen (16) hours work (in accordance with the Hours of Work Code) in any twenty-four (24) hour period or after seven decimal five (7.5) or eight (8) hours work (in accordance with the Hours of Work Code) on the employee's first (1st) day of rest, and for all hours worked on the second or subsequent day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday;~~
- (c) ~~where an employee is entitled to double (2) time in accordance with (b) above and has worked a period of overtime equal to the normal daily hours of work specified in the Hours of~~

~~Work Code, the employee shall continue to be compensated at double (2) time for all hours worked until he/she is given a period of rest of at least eight (8) consecutive hours.~~

24.02 Notwithstanding anything to the contrary contained in this article, the following shall apply to employees working as Park Wardens performing a period of back-country patrol in excess of eight (8) consecutive hours during a two-week period;

- (a) Park Wardens are entitled to receive compensation at straight-time rates for all hours worked, other than hours worked on a day of rest or on a designated paid holiday, up to an average of seventy-five (75) or eighty (80) hours (in accordance with the Hours of Work Code) over a two (2) week period and compensation at **double time** ~~and one half (1 1/2) (2)~~ for all other hours worked.
- (b) Park Wardens are entitled to receive compensation at **double time** ~~and one half (1 1/2) (2)~~ rates for work performed on the first (1st) day of rest and ~~compensation at double (2) time for work performed~~ on the second and subsequent days of rest where two (2) or more contiguous days of rest are indicated by the schedule.

24.03 Overtime shall be compensated in cash except where, upon request of an employee ~~and with the approval of the Agency~~, overtime may be compensated in equivalent leave with pay under article 34.

24.07 Meal Allowance

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ~~ten dollars (\$10)~~ **fifteen dollars (\$15)** except where free meals are provided.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a), the employee shall be reimbursed for one (1) additional meal in the amount of ~~ten dollars (\$10)~~ **fifteen dollars (\$15)** for each additional four (4) hour period thereafter, except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the Agency, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- (d) Meal allowances under this clause shall not apply to an employee who is on travel status which entitles the employee to claim expenses for lodging and/or meals.

PARKS CANADA PROPOSAL

**

24.01 Each fifteen (15) minute period of overtime shall be compensated for at the following rates:

- (a) time and one-half (1 1/2) except as provided for in clause 24.01(b);
- (b) double (2) time for each hour of overtime worked after fifteen (15) or sixteen (16) hours of work (in accordance with the Hours of Work Code) in any twenty-four (24) hour period or after seven decimal five (7.5) or eight (8) hours work (in accordance with the Hours of Work Code) on the employee's first (1st) day of rest, and for all hours worked on the second or subsequent day of rest **in a series of consecutive days of rest on which the employee is required to work**. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday, **if the employee is required to work during that holiday**;
- (c) where an employee is entitled to double (2) time in accordance with (b) above and has worked a period of overtime equal to the normal daily hours of work specified in the Hours of Work Code, the employee shall continue to be compensated at double (2) time for all hours worked until he/she is given a period of rest of at least eight (8) consecutive hours.

**

24.02 Notwithstanding anything to the contrary contained in this article, the following shall apply to employees ~~working as Park Wardens~~ performing a period of back-country ~~patrol work~~ in excess of eight (8) consecutive hours during a two-week period;

- (a) ~~Park Wardens~~ **Such employees** are entitled to receive compensation at straight-time rates for all hours worked, other than hours worked on a day of rest or on a designated paid holiday, up to an average of seventy-five (75) or eighty (80) hours (in accordance with the Hours of Work Code) over a two (2) week period and compensation at time and one-half (1 1/2) for all other hours worked.
- (b) ~~Park Wardens~~ **Such employees** are entitled to receive compensation at time and one-half (1 1/2) rates for work performed on the first (1st) day of rest and compensation at double (2) time for work performed on the second and subsequent days of rest where two (2) or more contiguous days of rest are indicated by the schedule.

Remarks:

***The Bargaining Agent proposal on Meal Allowance was amended on October 21, 2019 after the declaration of the impasse (art. 24.07 (a) and (b) - Meal allowance from \$20 to \$15.**

Expanding provisions Art 24.02 (a) and (b) to employees performing a period of backcountry work

Parks Canada proposal under 24.02 (a) and (b) would allow the Agency to update the provisions of the collective agreement in light of functional changes within Parks Canada. For further clarity, Park Wardens are not the only employees that perform backcountry work. As such, the Agency is proposing language that is more inclusive (change Park Wardens for Employees). This proposal would not change how we are applying these clauses, but it would provide better clarity as to its application. **The Agency proposal will result as a gain for the bargaining unit members.**

Introducing the notion of double overtime on the second day of rest or subsequent day of rest in a series of consecutive days of rest on which the employee is required to work.

With regard to the Agency proposal under 24.01 (b), this proposal ensures that the double overtime rate on a second or subsequent day of rest may only be applicable if employees are required to perform overtime on the preceding day(s) of rest. The Employer has been successful at introducing this language (art 24.01 (b) in a series of consecutive days of rest) in the EC, TC and SV collective agreements, which are in our group of comparators.

Increasing overtime rate to double time for all hours of overtime worked

The Bargaining Agent proposal for art. 24.01 and 24.02 (a) and (b) on overtime rate (double time rate for all overtime worked) would increase the Agency cost by \$1,946,221 per fiscal year. This is in addition to other significant monetary proposals from the PSAC that would further increase the total compensation for the bargaining unit.

No collective agreements in the CPA provide double time for all hours of overtime worked.

Furthermore, the current language provisions (art. 24.01 and 24.02 (a) and (b)) of the Parks Canada collective agreement mirrors the language of our CPA Groups Comparators (AV, EB, EC, EL, FI, CS, TC, PA, SP, SV) have the same language:

one-half (1 1/2) for the first seven decimals five (7.5) overtime hours worked and double (2) time thereafter.

During the 5 sessions of bargaining, the Bargaining Agent did not provide any facts that would support this significant increase. **Based on the above, the Agency recommends that art.24.01 and 24.02 (a) and (b) be renewed without change.**

Increasing meal allowance rate from \$10 to \$15

The Bargaining Agent proposal on Meal Allowance was amended on October 21, 2019 after the declaration of the impasse (art. 24.07 (a) and (b) - Meal allowance from \$20 to \$15). The Bargaining Agent is therefore proposing to increase the overtime meal allowance from ten (\$10.00) dollars to fifteen (\$15.00) dollars. Its proposal would increase the Agency cost for meal allowance by \$18,868 per fiscal year.

Parks Canada did not have the opportunity to analyze this new amendment and the Bargaining Agent did not provide a rationale for this proposal. **This reinforces the Agency's position that the parties have not negotiated sufficiently.**

ARTICLE 25 CALL BACK AND REPORTING PAY

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

25.01 If an employee is called back or required to report to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work,
or
- (b) on the employee's day of rest,
or
- (c) after the employee has completed his or her work for the day and has left his or her place of work, and returns to work, the employee shall be entitled to the greater of:
 - (i) compensation equivalent to three (3) hours pay at the applicable overtime rate of pay for each call back/reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period,
or
 - (ii) compensation at the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
- (d) The minimum payments referred to in 25.01(c)(i) and (c)(ii), do not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 56.05 of this agreement.

25.02 Compensation earned under this article shall be compensated under Article 34.

BARGAINING AGENT'S POSITION

NO CHANGE

PARKS CANADA PROPOSAL

25.01 If an employee is called back or required to report to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work, or
- (b) on the employee's day of rest, or
- (c) after the employee has completed his or her work for the day and has left his or her place of work, and returns to work, the employee shall be entitled to the greater of:
 - (i) compensation equivalent to three (3) hours pay at the applicable overtime rate of pay for each call back/reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period. **This minimum shall only apply once during a single eight (8) hour period, starting when the employee first commences the work,**
 - or
 - (ii) compensation at the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
- (d) The minimum payments referred to in 25.01(c)(i) and (c)(ii), do not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 56.05 of this agreement.

25.02 An employee who receives a call to duty from a management representative of the Agency on a designated holiday or a day of rest or after he/she has completed his/her work for the day, may, at the discretion of the Agency, work at the employee's residence or at another place to which the Agency agrees. In such instances, the employee shall be paid the greater of:

- (a) compensation at the applicable overtime rate for any time worked.
- or
- (b) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.

Remarks:

Parks Canada respectfully submits that we did not engage in meaningful negotiations on this topic. Furthermore, the Bargaining Agent did not respond to Parks Canada's proposal.

Parks Canada is proposing to add new language Art 25.01 (c) (i), to provide greater consistency across Parks Canada. For example, in Appendix E – Special Conditions Applicable to Canal Operating Employees Art. 4.3. For this reason, Parks Canada recommends including this language in the collective agreement.

Parks Canada is also proposing to introduce new language Art. 25.02 (a) and (b) which acknowledges the current day technological reality that employees can often perform work from a remote locations and may not have to physically return to the workplace. Depending on the duties to perform, it could be feasible to work from home/remote location (telework) which also supports the focus on work-life balance.

The proposed language (art.25.02 (a) and (b)) is aligned with the existing language in the PA, TC, FI collective agreements:

PA 28.07 Call-back worked from a remote location

An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

- a) compensation at the applicable overtime rate for any time worked, or*
- b) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.*

The Agency recommends including these proposed changes in the collective agreement.

ARTICLE 26 STANDBY

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

26.01 Where the Agency requires an employee to be available on standby during off-duty hours, such employee shall be compensated at the rate of one-half (1/2) hour for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty.

26.02 An employee designated by letter or by list for standby duty shall be available during his/her period of standby at a known telephone number and be available to return for work as quickly as possible if called. In designating employees for standby, the Agency will endeavour to provide for the equitable distribution of standby duties.

26.03 No standby payment shall be granted if an employee is unable to report for work when required.

26.04 Compensation earned under this article shall be compensated under article 34.

BARGAINING AGENT PROPOSAL

Amend to read:

26.01 Where the Agency requires an employee to be available on standby during off-duty hours, such employee shall be compensated at the rate of **one and one-half (1 ½)** hours for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty.

BARGAINING AGENT AMENDED PROPOSAL* Received October 21, 2019

26.01 Where the Agency requires an employee to be available on standby during off-duty hours, such employee shall be compensated at the rate of ~~one-half~~ **(1 ½)** hours for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty.

PARKS CANADA POSITION

NO CHANGE

Remarks:

***This proposal was amended by the Bargaining Agent on October 21st, 2019 after the declaration of the impasse. (From 1 ½ hours to 1 hour).**

The Bargaining Agent is proposing to increase the rate for standby (Art. 26.01). The first proposal of the increase of this rate (from one-half hour to one hour and half) was tabled as part of their bargaining demands in January 2019.

During the 5 sessions of negotiations, the Bargaining Agent did not present any information that would support the increase of this rate.

Parks Canada declined this demand at the table.

The Bargaining Agent amended their proposal on Art. 26.01 on October 21, 2019 after the declaration of the impasse (from 1 ½ hours to 1 hour).

The Bargaining Agent's demand would increase the Parks Canada cost for standby by \$1,082,534 per fiscal year. This is in addition to other significant monetary demands from the PSAC that would further increase the total compensation for the bargaining unit.

The language of the current provision Art. 26.01, including the rate of one-half (1/2) hour for each four (4) hour mirrors the language that exist in our CPA group comparators EC, CA, PA, SV and TC.

Parks Canada proposes that this article be renewed without changes.

ARTICLE 27 DESIGNATED PAID HOLIDAYS

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

27.01 Subject to clause 27.02, 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) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Agency, is 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 Agency, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,
- (l) one (1) additional day when proclaimed by an Act of Parliament as a national holiday.

27.02

- (a) An employee absent without pay on both her/his full working day immediately preceding and his/her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 13, Leave With or Without Pay For Alliance Business.
- (b) Notwithstanding subparagraph (a), a seasonal employee will be paid for a designated paid holiday falling on a day contiguous to her/his Re-Taken On Strength (RTOS) or Temporarily Struck Off Strength (TSOS) dates.

27.03 Designated Holiday Coinciding with a Day of Rest

- (a) When a day designated as a holiday under clause 27.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

- (b) When two (2) days designated as holidays under clause 27.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

27.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 27.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as worked performed on a day of rest,
- and
- (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

27.05

- (a) When an employee works on a holiday, she/he shall be paid time and one-half (1 1/2) for all hours worked, up to the daily hours specified in article 22, and double (2) time thereafter, in addition to the pay that the employee would have been granted had she/he not worked on the holiday.
- (b) The premium pay specified in paragraph (a) shall be compensated in cash except where, upon request of an employee and with the approval of the Agency, overtime may be compensated in equivalent leave with pay under article 34.
- (c) Notwithstanding paragraphs (a) and (b), when an employee works on a holiday contiguous to a day of rest on which he/she also worked and received overtime in accordance with clause 24.01 (b), the employee shall be paid in addition to the pay that she/he would have been granted had she/he not worked on the holiday, two (2) times his/her hourly rate of pay for all time worked.

27.06 Designated Holiday Coinciding with a Day of Paid Leave

Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

Work Performed on a Designated Holiday

27.07 Where operational requirements permit, the Agency shall not schedule an employee to work both December 25 and January 1 in the same holiday season.

27.01 Subject to clause 27.02, 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 Agency, ~~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 Agency, 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.

27.05

- (a) When an employee works on a holiday, she/he shall be paid time **double (2) time** ~~and one-half (1 1/2)~~ for all hours worked, ~~up to the daily hours specified in article 22, and double (2) time thereafter,~~ in addition to the pay that the employee would have been granted had she/he not worked on the holiday.
- (b) The premium pay specified in paragraph (a) shall be compensated in cash except where, upon request of an employee and with the approval of the Agency, overtime may be compensated in equivalent leave with pay under article 34.
- (c) Notwithstanding paragraphs (a) and (b), when an employee works on a holiday contiguous to a day of rest on which he/she also worked and received overtime in accordance with clause 24.01 (b), the employee shall be paid in addition to the pay that she/he would have been granted had she/he not worked on the holiday, **two (2) times** his/her hourly rate of pay for all time worked.

PARKS CANADA'S POSITION
NO CHANGE

Remarks:

Parks Canada respectfully submits that we did not engage in meaningful negotiations on this topic. In light of the above, Parks Canada submits the following position without prejudice.

Expanding the number of statutory holidays leave

The Bargaining Agent is seeking to expand the quantum of leave provided under this article by two days to include a National Indigenous Peoples Day and a day in February — typically referred to as "family day" in certain provinces.

Parks Canada already provides 11 statutory holidays to its employees. This provision in the Parks Canada collective agreement are identical to similar other CPA collective agreements, including those that were recently concluded. The total of 11 days is competitive with provinces, territories, municipal governments, and private industry agreements.

Parks Canada is of the view that the proposal to increase the number of statutory holidays is not warranted and would be costly in terms of lost operational productivity. The estimated cost would be of \$2,505,978M per year, representing 0.8% of the Parks Canada wage base.

Increasing the quantum for the pay premium

The Bargaining Agent is also proposing to increase the quantum for the premium paid for work on a designated paid holiday from 1.5 to double time. This would effectively make remuneration triple time on a day worked (value of the day, plus 2X compensation for time worked). The current entitlement is consistent with other CPA collective agreements.

The Agency recommends that article 27 be renewed without changes.

ARTICLE 29 TRAVELING TIME

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

29.01 For the purposes of this agreement, traveling time is compensated for only in the circumstances and to the extent provided for in this article.

29.02 When an employee is required by the Agency to travel outside his/her normal workplace on government business, as these expressions are defined by the Agency, the time of departure and the means of such travel shall be determined by the Agency and the employee will be compensated for travel time in accordance with clauses 29.03 and 29.04. Traveling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.

29.03 For the purposes of clauses 29.02 and 29.04, the traveling time for which an employee shall be compensated is as follows:

- (a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Agency;
- (b) for travel by private means of transportation, the normal time as determined by the Agency, to proceed from the employee's place of residence or workplace, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or workplace;
- (c) in the event that an alternate time of departure and/or means of travel is requested by the employee, the Agency may authorize such alternate arrangements, in which case compensation for traveling time shall not exceed that which would have been payable under the Agency's original determination.

29.04 If an employee is required to travel as set forth in clauses 29.02 and 29.03:

- (a) on a normal working day on which the employee travels but does not work, the employee shall receive her/his regular pay for the day;
- (b) on a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding her/his regular scheduled working hours, and

- (ii) at the applicable overtime rate for additional travel time in excess of her/his regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate of pay;
- (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the straight-time rate of pay.

29.05 This article does not apply to an employee when the employee travels by any type of transport in which he/she is required to perform work, and/or which also serves as his/her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

- (a) on a normal working day, his/her regular pay for the day,
or
- (b) pay for actual hours worked in accordance with Article 27, Designated Paid Holidays and Article 24, Overtime of this collective agreement.

29.06 Compensation under this article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Agency.

29.07 Compensation earned under this article shall be compensated under article 34.

29.08 Travel Status Leave

- (a) An employee who is required to travel outside her/his normal workplace on government business, as these expressions are defined by the Agency, and is away from her/his permanent residence for forty (40) nights during a fiscal year shall be granted seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code) off with pay. The employee shall be credited with an additional seven decimal five (7.5) or eight (8) hours off (in accordance with the Hours of Work Code) for each additional twenty (20) nights that the employee is away from her/his permanent residence to a maximum of eighty (80) nights.
- (b) The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) or forty (40) (in accordance with the Hours of Work Code) in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to article 34.
- (d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

29.01 For the purposes of this agreement, traveling time is compensated for only in the circumstances and to the extent provided for in this article.

29.02 When an employee is required by the Agency to travel outside his/her normal workplace on government business, as these expressions are defined by the Agency, the time of departure and the means of such travel shall be determined by the Agency and the employee will be compensated for travel time in accordance with clauses 29.03 and 29.04. Traveling time shall include time necessarily spent at each stop-over enroute ~~provided such stop-over is not longer than three (3) hours.~~

29.03 For the purposes of clauses 29.02 and 29.04, the traveling time for which an employee shall be compensated is as follows:

- (a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Agency;
- (b) for travel by private means of transportation, the normal time as determined by the Agency, to proceed from the employee's place of residence or workplace, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or workplace;
- (c) in the event that an alternate time of departure and/or means of travel is requested by the employee, the Agency may authorize such alternate arrangements, in which case compensation for traveling time shall not exceed that which would have been payable under the Agency's original determination.

29.04 ~~If an employee is required to travel as set forth in clauses 29.02 and 29.03:~~

- ~~(a) on a normal working day on which the employee travels but does not work, the employee shall receive her/his regular pay for the day;~~
- ~~(b) on a normal working day on which the employee travels and works, the employee shall be paid:
 - ~~(i) his regular pay for the day for a combined period of travel and work not exceeding her/his regular scheduled working hours, and~~
 - ~~(ii) at the applicable overtime rate for additional travel time in excess of her/his regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight time rate of pay;~~~~
- ~~(c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the straight time rate of pay.~~

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 the employee shall be paid:**
 - i. his or her regular pay for the day for a combined period of travel and work**
 - and**
 - ii. at the overtime rate for additional travel and/or work time in excess of his or her regular scheduled hours of work**
- b. on a day of rest or on a designated paid holiday, the employee shall be paid at the overtime rate for all hours travelled and/or worked**

29.05 This article does not apply to an employee when the employee travels by any type of transport in which he/she is required to perform work, and/or which also serves as his/her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

- (a) on a normal working day, his/her regular pay for the day,
- or
- (b) pay for actual hours worked in accordance with Article 27, Designated Paid Holidays and Article 24, Overtime of this collective agreement.

29.06 Compensation under this article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Agency.

29.07 Compensation earned under this article shall be compensated under article 34.

29.08 Travel Status Leave

- (a) An employee who is required to travel outside her/his normal workplace on government business, as these expressions are defined by the Agency, and is away from her/his permanent residence for forty (40) nights during a fiscal year shall be granted seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code) off with pay. The employee shall be credited with an additional seven decimal five (7.5) or eight (8) hours off (in accordance with the Hours of Work Code) for each additional twenty (20) nights that the employee is away from her/his permanent residence to a maximum of eighty (80) nights.
- (b) The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) or forty (40) (in accordance with the Hours of Work Code) in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to article 34.

- (d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, **unless required to attend by the Agency.**

BARGAINING AGENT AMENDED PROPOSAL* Received October 21, 2019*

29.01 For the purposes of this agreement, traveling time is compensated for only in the circumstances and to the extent provided for in this article.

29.02 When an employee is required by the Agency to travel outside his/her normal workplace on government business, as these expressions are defined by the Agency, the time of departure and the means of such travel shall be determined by the Agency and the employee will be compensated for travel time in accordance with clauses 29.03 and 29.04. Traveling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than **five (5) ~~three (3)~~** hours.

29.03 For the purposes of clauses 29.02 and 29.04, the traveling time for which an employee shall be compensated is as follows:

- (a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Agency;
- (b) for travel by private means of transportation, the normal time as determined by the Agency, to proceed from the employee's place of residence or workplace, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or workplace;
- (c) in the event that an alternate time of departure and/or means of travel is requested by the employee, the Agency may authorize such alternate arrangements, in which case compensation for traveling time shall not exceed that which would have been payable under the Agency's original determination.

29.04 If an employee is required to travel as set forth in clauses 29.02 and 29.03:

- (a) on a normal working day on which the employee travels but does not work, the employee shall receive her/his regular pay for the day;
- (b) on a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding her/his regular scheduled working hours, and
 - (ii) at the applicable overtime rate for additional travel time in excess of her/his regularly scheduled hours of work and travel, with a maximum payment for such additional

travel time not to exceed **fifteen (15) ~~twelve (12)~~** hours' pay at the straight-time rate of pay;

- (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of **fifteen (15) ~~twelve (12)~~** hours' pay at the straight-time rate of pay.

29.05 This article does not apply to an employee when the employee travels by any type of transport in which he/she is required to perform work, and/or which also serves as his/her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

- (a) on a normal working day, his/her regular pay for the day,
or
- (b) pay for actual hours worked in accordance with Article 27, Designated Paid Holidays and Article 24, Overtime of this collective agreement.

29.06 Compensation under this article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Agency.

29.07 Compensation earned under this article shall be compensated under article 34.

29.08 Travel Status Leave

- (a) An employee who is required to travel outside her/his normal workplace on government business, as these expressions are defined by the Agency, and is away from her/his permanent residence for forty (40) nights during a fiscal year shall be granted seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code) off with pay. The employee shall be credited with an additional seven decimal five (7.5) or eight (8) hours off (in accordance with the Hours of Work Code) for each additional twenty (20) nights that the employee is away from her/his permanent residence to a maximum of eighty (80) nights.
- (b) The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) or forty (40) (in accordance with the Hours of Work Code) in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to article 34.
- (d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, **unless required to attend by the Agency.**

PARKS CANADA'S POSITION

NO CHANGE

Remarks:

Parks Canada respectfully submits that we did not engage in meaningful negotiations on this topic. In light of the above, Parks Canada submits the following position without prejudice.

***This proposal was amended by the Bargaining Agent on October 21st, 2019 after the declaration of the impasse.**

The Bargaining Agent is seeking an increase to the maximum allowable hours from 3 to 5 hours and from 12 to 15 hours respectively in respect to Art. 29.02 and 29.04 b) (ii) and c) regarding travelling time.

Increasing the maximum allowable stop-over enroute from 3 to 5 hours - Art. 29.02

This demand represents an increase in cost for Parks Canada. The Bargaining Agent has not provided information to substantiate this increase.

Furthermore, the current language Art. 29.02 is aligned with the language in the TC, PA, SV collective agreements.

Increasing the maximum allowable travelling time from 12 to 15 hours

The Bargaining Agent is demanding an increase of the maximum allowable travel time from 12 to 15 hours' pay at straight-time rate (art. 29.04 b) (ii) and c). The Bargaining Agent has not presented any information to substantiate this increase.

This Bargaining Agent demand would increase the Parks Canada cost for travelling time by \$11,634 per fiscal year. This is in addition to other significant monetary demands from the PSAC that would further increase the total compensation package for the bargaining unit.

Parks Canada proposes that articles 29.02, 29.04 b) (ii), c) and 29.08 d) be renewed without changes.

ARTICLE 32 VACATION LEAVE WITH PAY

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

Accumulation of Vacation Leave Credits

32.02 For each calendar month in which an employee has earned at least seventy-five (75) or eighty (80) hours' pay (in accordance with the Hours of Work Code), the employee shall earn vacation leave credits as follows:

- (a) nine decimal three seven five (9.375) or ten (10) hours (in accordance with the the Hours of Work Code) until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
- (b) twelve decimal five (12.5) or thirteen decimal three three (13.33) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- (c) thirteen decimal seven five (13.75) or fourteen decimal six seven (14.67) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- (d) fourteen decimal three seven five (14.375) or fifteen decimal three three (15.33) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (e) fifteen decimal six two five (15.625) or sixteen decimal six seven (16.67) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (f) sixteen decimal eight seven five (16.875) or eighteen (18) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- (g) eighteen decimal seven five (18.75) or twenty (20) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

Scheduling of Vacation Leave With Pay

32.05

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) Subject to the following subparagraphs, the Agency reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:
 - (i) to provide an employee's vacation leave in an amount and at such time as the employee may request;
 - (ii) not to recall an employee to duty after the employee has proceeded on vacation leave;
 - (iii) not to cancel nor alter a period of vacation which has been previously approved in writing;
 - (iv) to provide at least four (4) weeks written notice to the employee when scheduling her/his leave.

Carry-Over and/or Liquidation of Vacation Leave

32.11

- (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of her/his vacation leave up to a maximum of two hundred and sixty-two decimal five (262.5) or two hundred and eighty (280) hours (in accordance with the hours of Hours of Work Code) 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) or two hundred and eighty (280) hours (in accordance with the hours of Hours of Work Code) shall be automatically paid in cash at her/his daily rate of pay as calculated from the classification prescribed in her/his letter of offer of her/his substantive position on the last day of the vacation year:
- (b)
 - (i) Notwithstanding paragraph (a), if on the date of signing of this agreement or on the date an employee becomes subject to this agreement, he or she has more than two hundred and sixty-two decimal five (262.5) or two hundred and eighty (280) hours (in accordance with the Hours of Work Code) of unused vacation leave credits earned during previous years, this number of unused vacation leave credits shall become the employee's accumulated leave maximum;
 - (ii) Unused vacation leave credits equivalent to the employee's accumulated leave maximum shall be carried over into the following vacation year;
 - (iii) Unused vacation leave credits in excess of the employee's accumulated leave maximum shall be automatically paid in cash at her/his daily rate of pay as calculated

from the classification prescribed in her/his letter of offer of her/his substantive position on the last day of the vacation year.

- (c) The employee's accumulated leave maximum shall be reduced irrevocably by the number of vacation leave credits liquidated in excess of the employee's annual vacation leave entitlement during the vacation year.
- (d) Notwithstanding (b)(iii), where the Agency cancels a period of vacation leave which has been previously approved in writing, and which cannot be rescheduled before the end of the vacation year, the cancelled leave may be carried over into the next vacation year.

BARGAINING AGENT PROPOSAL

Accumulation of vacation leave credits

32.02 For each calendar month in which an employee has earned at least seventy-five (75) or eighty (80) hours' pay (in accordance with the Hours of Work Code), the employee shall earn vacation leave credits as follows:

- (a) nine decimal three seven five (9.375) or ten (10) hours (in accordance with the Hours of Work Code) until the month in which the anniversary of the employee's **fifth (5th)** ~~eighth (8th)~~ year of service occurs;
- (b) twelve decimal five (12.5) or thirteen decimal three three (13.33) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's **fifth (5th)** ~~eighth (8th)~~ anniversary of service occurs;
- (c) ~~thirteen decimal seven five (13.75) or fourteen decimal six seven (14.67) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~
- (d) ~~fourteen decimal three seven five (14.375) or fifteen decimal three three (15.33) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~
- (c) fifteen decimal six two five (15.625) or sixteen decimal six seven (16.67) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's **tenth (10th)** ~~eighteenth (18th)~~ anniversary of service occurs;
- (f) ~~sixteen decimal eight seven five (16.875) or eighteen (18) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~

- (d) eighteen decimal seven five (18.75) or twenty (20) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

Note: Consequential amendments shall follow for 40-hour vacation leave quantum (referred to below as XX hours).

- (e) **Twenty (20) hours or XX hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's thirtieth (30th) anniversary of service occurs;**
- (f) **Twenty-one decimal eight seven five (21.875) hours of XX hours (in accordance with the Hours of Word Code) commencing with the month in which the employee's thirty-fifth (35th) anniversary of service occurs.**

32.11 Carry-over and/or liquidation of vacation leave

- (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of her/his vacation leave up to a maximum of two hundred and sixty-two decimal five (262.5) or two hundred and eighty (280) hours (in accordance with the hours of Hours of Work Code) 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) or two hundred and eighty (280) hours (in accordance with the hours of Hours of Work Code) shall be automatically paid in cash at her/his daily rate of pay as calculated from the classification prescribed in her/his letter of offer of her/his substantive position on the last day of the vacation year.

Scheduling of Vacation Leave With Pay

32.05

- a. ~~Employees are expected to take all their vacation leave during the vacation year in which it is earned.~~
- b. ~~Subject to the following subparagraphs, the Agency reserves the right to schedule an employee's vacation leave but~~ **In granting vacation leave with pay to an employee, the Agency shall make every reasonable effort:**
- i. grant an employee's vacation leave in an amount and at such time as the employee may request;

<ul style="list-style-type: none">ii. not recall an employee to duty after the employee has proceeded on vacation leave;iii. not cancel nor alter a period of vacation leave which has been previously approved in writing;iv. to provide at least (4) weeks written notice to the employee when scheduling her/his leave.
PARKS CANADA'S POSITION
NO CHANGE

Remarks:

Parks Canada respectfully submits that we did not engage in meaningful negotiations on this topic. In light of the above, Parks Canada submits the following position without prejudice.

The Bargaining Agent is demanding to amend the vacation leave accumulation accrual, effectively increasing vacation leave entitlements. This demand would represent a cost of approximately \$2,748,916M per year.

The current language in clause Art. 32.02 a) to g) is consistent with the majority of collective agreements in the CPA more specifically the recent agreement signed in June 2019 between the Professional Institute of the Public Service of Canada and the Treasury Board Secretariat of Canada in respect of the Transition Measures for RCMP Civilian Members (Annex-17).

The Bargaining Agent has not provided any supporting information to substantiate this increase.

Parks Canada is not in agreement with the Bargaining Agent's demand (art. 32.02 a) to f), 32.05 a), b) iv)) and proposes that this article be renewed without changes.

ARTICLE 35-MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)
<p>35.01 Up to three decimal seven five (3.75) or four (4) hours (according to the Hours of Work Code) of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.</p> <p>35.02 Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.</p>
BARGAINING AGENT PROPOSAL
<p>Change title to “Medical Appointments for pregnant employees or persons with chronic medical conditions”</p> <p>35.01 Up to three decimal seven five (3.75) hours or four (4) hours (according to the Hours of Work Code) of required reasonable time off with pay will be granted to pregnant employees, persons with chronic medical conditions, the spouse of a pregnant employee or of a person with chronic medical conditions, for the purpose of attending routine medical appointments related to the pregnancy or chronic medical conditions, or to accompany their spouse.</p> <p>35.02 Where a series of continuing appointments is necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick</p>
PARKS CANADA’S POSITION
NO CHANGE

Remarks:

Parks Canada respectfully submits that we did not engage in meaningful negotiations on this topic. In light of the above, Parks Canada submits the following position without prejudice.

The Bargaining Agent seeks to add “persons with a chronic medical conditions, the spouse of a pregnant employee or of a person with a chronic medical” to the list of person to whom this leave should be granted. Furthermore, the demand includes the removal of the word “routine”, a concept which is also used in the Parks Canada *Policy on Leave With Pay* (Annex 18) and in the Treasury Board Secretariat’s *Directive on Leave and Special Working Arrangements* (Annex 19). By amending this language from

“routine medical appointments to “medical appointments”, the Bargaining Agent is trying to introduce language which has the effect of amplifying the application.

The intent of this leave is to allow pregnant employees to attend “routine medical appointments” without having to debit their sick leave credits.

The current language (art.35.01 and 35.02) mirrors our CPA group comparators: TC, EC, CS, PA, SV.

SV Article 39: medical appointment for pregnant employees

39.01 Up to three decimal seven five (3.75) hours or four (4) hours, where the standard hours of work are forty (40) hours per week, of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

39.02 Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

Art. 35.02 Deleting language “series of continuing appointments”

Parks Canada submits that such a change would unreasonably broaden the scope of the articles (Art. 35.01 and 35.02).

The Bargaining Agent has not provided a justification to substantiate the demand for this change. Furthermore, other entitlements currently provided in the collective agreement already find application for this specific circumstance. The Bargaining Agent's demand is not found in any CPA collective agreement.

Parks Canada is not in agreement with the Bargaining Agent's demands in Art. 35.01 and 35.02 and proposes that these articles be renewed without changes.

ARTICLE 36 INJURY-ON-DUTY LEAVE

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

36.01 An employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Agency when a claim has been made pursuant to the *Government Employees' Compensation Act*, and a Workers' Compensation authority has notified the Agency 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 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 of 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 providing, 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.

BARGAINING AGENT PROPOSAL

36.01 An employee shall be granted injury-on-duty leave with pay for such period as ~~may be reasonably determined by the Agency~~ **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 Agency 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 of 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 providing,

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.

PARKS CANADA'S POSITION

NO CHANGE

Remarks:

The Bargaining Agent is demanding the removal of Parks Canada's discretion in determining when and how long an employee should remain on injury-on-duty leave with pay, and furthermore wishes to expand the criteria for eligibility for benefits provided by the *Government Employees Compensation Act (GECA)* (Annex 20).

Parks Canada respectfully submits that the Commission does not have jurisdiction to deal with the Bargaining Agent's proposal at clause 36.01 b) pursuant to subparagraphs 177(1)(a) and 177(1)(b) of the *Federal Public Sector Labour Relations Act*:

Report not to require legislative implementation

177 (1) The report may not, directly or indirectly, recommend the alteration or elimination of any existing term or condition of employment, or the establishment of any new term or condition of employment, if

- a. the alteration, elimination or establishment would require the enactment or amendment of any legislation by Parliament, except for the purpose of appropriating money required for implementation;*
- b. the term or condition is one that has been or may be established under the Public Service Employment Act, the Public Service Superannuation Act or the Government Employees Compensation Act;*

In addition, by requiring that leave continue for as long as the Workers Compensation Board certifies that the employee is unable to work, would unduly affect Parks Canada's authority to terminate employment for reasons other than misconduct, pursuant to section 13 (3) of the *Parks Canada Agency Act*. (Annex 6)

Notwithstanding the legislative impediment to this demand, the Bargaining Agent suggesting that the employee would remain on injury-on-duty leave with pay until such time as it is determined he/she can return to work would also mean that the employee's other benefits would continue to accrue during this time causing an increased financial liability for Parks Canada.

The current language is identical to what is included in all collective agreements in the CPA.

Parks Canada requests that the Commission not include this proposal its report.

ARTICLE 37 MATERNITY AND PARENTAL LEAVE WITHOUT PAY

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

37.01 Maternity and Parental Leave Without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending no later than eighteen (18) weeks after the termination date of pregnancy.
- (b) Where an employee has or will have actual care and custody of a newborn child, (including the new-born child of a common-law spouse) commences legal proceedings to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall be granted parental leave without pay upon request for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period commencing on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee's child is hospitalized and the employee has not yet proceeded on maternity or parental leave without pay,
 - or
 - (ii) where the employee has proceeded on maternity and/or parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of maternity and/or parental leave without pay specified in the original leave request may be extended by a period equal to the child's hospitalization during which the employee was not on maternity and/or parental leave without pay (to a maximum of eighteen (18) weeks for maternity leave). However the extension shall end not later than one hundred and four (104) weeks after the termination date of pregnancy or the day the child comes into the employee's care.
- (d) The Agency may require an employee to submit a medical certificate certifying pregnancy, or submit a birth certificate or proof of adoption.
- (e) An employee shall inform the Agency in writing of his/her plans for taking maternity and/or parental leave without pay to cover the absence from work at least four (4) weeks in advance of the initial date of continuous leave of absence, unless there is a valid reason why the notice cannot be given.

- (f) 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.
- (g) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 33 Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 33, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (h) The Agency 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.

**

37.02 Maternity And/Or Parental Allowance

- (a) An employee who has been granted maternity and/or parental leave without pay, shall be paid an allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described below providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of the leave,
 - (ii) provides the Agency with proof of application for and receipt of maternity, parental, paternity or adoption benefits in accordance with the Employment Insurance Plan or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer,

and

 - (iii) signed an agreement with the Agency stating that he or she will return to work following the approved leave period (unless modified by a period of other approved leave) for a period equal to that for which an allowance was paid.
- (b) Should an employee fail to return to work or fail to work the period specified in subsection (a) (iii), the employee shall repay to the Agency on a pro-rata basis as follows:

[allowance received]	X	[remaining period to be worked following return to work]
[total period to be worked as specified in (a)(iii)]		
(c)		The repayment provided for in (b) will not apply in situations of:
	(i)	death;
	(ii)	lay-off;
	(iii)	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 (a)(iii);
	(iv)	the end of a specified period of employment if the employee is rehired by the Agency or another organization listed in Schedules I or IV of the <i>Financial Administration Act</i> (FAA), or the Canadian Food inspection Agency or the Canada Revenue Agency within ninety (90) days following the end of the specified period of employment, and who fulfills the obligations specified in section (a)(iii);
	(v)	having become disabled as defined in the <i>Public Service Superannuation Act</i> ;
	or	
	(vi)	the employee taking a position with an organization listed in Schedules I, IV or V of the <i>Financial Administration Act</i> that fulfills the obligations specified in section (a)(iii).
(d)		For the purpose of sections (a)(iii) and (b), periods of leave with pay shall count as time worked. Periods of leave without pay during employees return to work will not be counted as time worked but shall interrupt the period referred to in section (a) (iii) without activating the recovery provisions described in clause (b).
(e)		Maternity or Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
	(i)	where the employee is subject to a waiting period before receiving Employment Insurance maternity and parental benefits, ninety-three percent (93%) of his/her weekly rate of pay for each week, less any other monies earned during this period;
	(ii)	for each week the employee receives maternity, parental, adoption or paternity benefits under the Employment Insurance Plan or the Quebec Parental Insurance Plan, he/she is eligible to receive the difference between

- the gross weekly amount of benefits payable and ninety-three percent (93%) of his/her weekly rate of pay for each week, less any other monies earned during this period which may result in a decrease in benefits under the Employment Insurance Plan or the Quebec Parental Insurance Plan;
- (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 Quebec 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 percent (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 fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety-three percent (93%) of her weekly rate of pay (and the recruitment and retention "terminable allowance", if applicable), less any other monies earned during this period;
 - (v) where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, he/she is eligible to receive a further parental allowance for a period of one (1) week at ninety-three percent (93%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance", if applicable) less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in (e)(iv) for the same child.
- (f) At the employee's request, the payment referred to in subsection (e)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of maternity, parental, paternity or adoption benefits under EI or QPIP plans.
- (g) The maternity or parental allowance to which an employee is entitled is limited to that provided in paragraph (e) and an employee will not be reimbursed for any amount required to be repaid pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.
- (h) The weekly rate of pay referred to in paragraph (e) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity and/or parental leave without pay;

- (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity and/or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (i) The weekly rate of pay referred to in paragraph (h) shall be the rate to which the employee is entitled for his or her substantive level to which the employee is appointed.
- (j) Notwithstanding paragraph (i) and subject to subparagraph (h) (ii), if on the day immediately preceding commencement of maternity and/or parental leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (k) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity or parental allowance, the allowance shall be adjusted accordingly.
- (l) Maternity or parental allowance payments made under the SUB plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (m) The maximum combined maternity and parental allowances payable shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without Pay.

37.03 Special Allowance For Totally Disabled Employees

- (a) An employee who fails to qualify for Employment Insurance and/or Quebec Parental Insurance Plan maternity, parental, paternity or adoption benefits solely because of a concurrent entitlement to benefits under the Disability Insurance Plan, the Long Term Disability Insurance portion of the Public Service Management Insurance Plan (PSMIP), or the *Government Employees Compensation Act*, and who has completed six (6) months of continuous employment before the commencement of the leave shall be paid, in respect of each week of benefits under the maternity, paternity, adoption and/or parental allowance not received for the reason described herein, the difference between ninetythree percent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the Disability Insurance (DI) Plan, the Long Term Disability (LTD) Plan or via the *Government Employees Compensation Act*.
- (b) An employee shall be paid an allowance under this clause and under clause 37.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for maternity, paternity, adoption or parental benefits pursuant to the *Employment Insurance Act or the Parental Insurance Act* in Quebec, had the employee not

been disqualified from Employment Insurance or Quebec Parental Insurance Plan maternity, paternity, adoption or parental benefits for the reasons described above.

BARGAINING AGENT PROPOSAL

The Union reserves the right to introduce further proposals in relation to Bill 174, an act amending the Québec Parental Insurance Plan.

37.01 Maternity and Parental Leave Without Pay

(a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending no later than eighteen (18) weeks after the termination date of pregnancy.

(b) Where an employee has or will have actual care and custody of a newborn child, (including the new-born child of a common-law spouse) commences legal proceedings to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall be granted parental leave without pay upon request for a single period of up to **sixty-three (63)** ~~thirty-seven (37)~~ consecutive weeks in the **seventy eight (78)** ~~fifty-two (52)~~ week period commencing on the day on which the child comes into the employee's care.

(c) Notwithstanding paragraphs (a) and (b):

(i) where the employee's child is hospitalized and the employee has not yet proceeded on maternity or parental leave without pay, or

(ii) where the employee has proceeded on maternity and/or parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of maternity and/or parental leave without pay specified in the original leave request may be extended by a period equal to the child's hospitalization during which the employee was not on maternity and/or parental leave without pay (to a maximum of eighteen (18) weeks for maternity leave). However the extension shall end not later than one hundred and four (104) weeks after the termination date of pregnancy or the day the child comes into the employee's care.

(d) The Agency may require an employee to submit a medical certificate certifying pregnancy, or submit a birth certificate or proof of adoption.

(e) An employee shall inform the Agency in writing of his/her plans for taking maternity and/or parental leave without pay to cover the absence from work at least four (4) weeks in advance of the initial date of continuous leave of absence, unless there is a valid reason why the notice cannot be given.

- (f) 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.
- (g) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 33 Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 33, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (h) The Agency 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.

**

37.02 Maternity And/Or Parental Allowance

- (a) An employee who has been granted maternity and/or parental leave without pay, shall be paid an allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described below providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of the leave,
 - (ii) provides the Agency with proof of application for and receipt of maternity, parental, paternity or adoption benefits in accordance with the Employment Insurance Plan or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer, and
 - (iii) signed an agreement with the Agency stating that he or she will return to work following the approved leave period (unless modified by a period of other approved leave) for a period equal to that for which an allowance was paid.
- (b) ~~Should an employee fail to return to work or fail to work the period specified in subsection (a) (iii), the employee shall repay to the Agency on a pro-rata basis as follows:~~

{allowance received}

x

{remaining period to be worked

following return to work]

[total period to be worked as specified in (a)(iii)]

~~(c) The repayment provided for in (b) will not apply in situations of:~~

~~(i) death;~~

~~(ii) lay off;~~

~~(iii) 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 (a)(iii);~~

~~(iv) the end of a specified period of employment if the employee is rehired by the Agency or another organization listed in Schedules I or IV of the *Financial Administration Act*, or the Canadian Food Inspection Agency or the Canada Revenue Agency within ninety (90) days following the end of the specified period of employment, and who fulfills the obligations specified in section (a)(iii);~~

~~(v) having become disabled as defined in the *Public Service Superannuation Act*; or~~

~~(vi) the employee taking a position with an organization listed in Schedules I, IV or V of the *Financial Administration Act* that fulfills the obligations specified in section (a)(iii).~~

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

~~(b)(e) Maternity or Parental Allowance payments made in accordance with the SUB Plan will consist of the following:~~

~~(i) where the employee is subject to a waiting period before receiving Employment Insurance maternity and parental benefits, ninety three percent (93%) of his/her weekly rate of pay for each week, less any other monies earned during this period;~~

~~(ii) for each week the employee receives maternity, parental, adoption or paternity benefits under the Employment Insurance Plan or the Quebec Parental Insurance Plan, he/she is eligible to receive the difference between the gross weekly amount of benefits payable and ninety three percent (93%) of his/her weekly rate of pay for each week, less any other monies earned during this period which may result in a decrease in benefits under the Employment Insurance Plan or the Quebec Parental Insurance Plan;~~

~~(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 Quebec 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 percent (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 fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety three per cent (93%) of her weekly rate of pay (and the recruitment and retention "terminable allowance", if applicable), less any other monies earned during this period;
- (v) where an employee has received the full **sixty-one (61)** ~~thirty-five (35)~~ weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, he/she is eligible to receive a further parental allowance for a period of one (1) week at ninety three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance", if applicable) less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in **(b) (e)** (iv) for the same child.
- (c) (f)** At the employee's request, the payment referred to in subsection **(b) (e)** (i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of maternity, parental, paternity or adoption benefits under EI or QPIP plans.
- (d)(g)** The maternity or parental allowance to which an employee is entitled is limited to that provided in paragraph **(b) (e)** and an employee will not be reimbursed for any amount required to be repaid pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.
- (e)(h)** The weekly rate of pay referred to in paragraph **(b) (e)** shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity and/or parental leave without pay;
- (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity and/or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (f) (i)** The weekly rate of pay referred to in paragraph **(e) (h)** shall be the rate to which the employee is entitled for his or her substantive level to which the employee is appointed.
- (g) (j)** Notwithstanding paragraph **(f) (i)** and subject to subparagraph **(e) (h)** (ii), if on the day immediately preceding commencement of maternity and/or parental leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall

be the rate the employee was being paid on that day.

- (h) ~~(k)~~ Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity or parental allowance, the allowance shall be adjusted accordingly.
- (i) ~~(l)~~ Maternity or parental allowance payments made under the SUB plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (j) ~~(m)~~ The maximum combined maternity and parental allowances payable shall not exceed **seventy-eight (78)** ~~fifty-two (52)~~ weeks for each combined maternity and parental leave without Pay.

37.03 Special Allowance For Totally Disabled Employees

- (a) An employee who fails to qualify for Employment Insurance and/or Quebec Parental Insurance Plan maternity, parental, paternity or adoption benefits solely because of a concurrent entitlement to benefits under the Disability Insurance Plan, the Long Term Disability Insurance portion of the Public Service Management Insurance Plan, or the *Government Employees Compensation Act*, and who has completed six (6) months of continuous employment before the commencement of the leave shall be paid, in respect of each week of benefits under the maternity, paternity, adoption and/or parental allowance not received for the reason described herein, the difference between ninety-three percent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.
- (b) An employee shall be paid an allowance under this clause and under clause 37.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for maternity, paternity, adoption or parental benefits pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec, had the employee not been disqualified from Employment Insurance or Quebec Parental Insurance Plan maternity, paternity, adoption or parental benefits for the reasons described above.

BARGAINING AGENT AMENDED PROPOSAL * Received October 21, 2019

37.01 Maternity and Parental Leave Without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending no later than eighteen (18) weeks after the termination date of pregnancy.
- (b) Where an employee has or will have actual care and custody of a newborn child, (including the new-born child of a common-law spouse) commences legal proceedings to adopt a child

or obtains an order under the laws of a province for the adoption of a child, the employee shall be granted parental leave without pay upon request 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**),

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

(c) Notwithstanding (a) or (b) 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**),

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

(d) 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 week (52) 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**),

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

(e) Notwithstanding (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),

(f) Notwithstanding paragraphs (b) and (d) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (b) and (d) above may be taken in two periods.

(g)-(e) Notwithstanding paragraphs (a) (b), (c) and (b) (d):

(i) where the employee's child is hospitalized and the employee has not yet proceeded on maternity or parental leave without pay, or

(ii) where the employee has proceeded on maternity and/or parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of maternity and/or parental leave without pay specified in the original leave request may be extended by a period equal to the child's hospitalization during which the employee was not on maternity and/or parental leave without pay (to a maximum of eighteen (18) weeks for maternity leave). However the extension shall end not later than one hundred and four (104) weeks after the termination date of pregnancy or the day the child comes into the employee's care.

(h) (d) The Agency may require an employee to submit a medical certificate certifying pregnancy, or submit a birth certificate or proof of adoption.

(i) (e) An employee shall inform the Agency in writing of his/her plans for taking maternity and/or parental leave without pay to cover the absence from work at least four (4) weeks in advance of the initial date of continuous leave of absence, unless there is a valid reason why the notice cannot be given.

(j) (f) 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.

(k) (g) An employee who has not commenced maternity leave without pay may elect to:

(i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;

(ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 33 Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 33, Sick Leave With Pay, shall include medical disability related to pregnancy.

(l) (h) The Agency 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.

**

37.02 Maternity And/Or Parental Allowance

(a) An employee who has been granted maternity and/or parental leave without pay, shall be paid an allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plans described below providing he or she:

- (i) has completed six (6) months of continuous employment before the commencement of the leave,
- (iv) provides the Agency with proof of application for and receipt of maternity, parental, **shared parental**, paternity or adoption benefits in accordance with the Employment Insurance Plan or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer, and
- (iii) signed an agreement with the Agency stating that he or she will return to work following the approved leave period (unless modified by a period of other approved leave) for a period equal to that for which an allowance was paid.

(b) Should an employee fail to return to work or fail to work the period specified in subsection (a) (iii), the employee shall repay to the Agency on a pro-rata basis as follows:

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

(c) The repayment provided for in (b) will not apply in situations of:

- (i) death;
- (ii) lay-off;
- (v) 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 (a)(iii);
- (iv) the end of a specified period of employment if the employee is rehired by the Agency or another organization listed in Schedules I or IV of the *Financial Administration Act*, or the Canadian Food Inspection Agency or the Canada Revenue Agency within ninety (90) days following the end of the specified period of employment, and who fulfills the obligations specified in section (a)(iii);

- (v) having become disabled as defined in the *Public Service Superannuation Act*; or
 - (vi) the employee taking a position with an organization listed in Schedules I, IV or V of the *Financial Administration Act* that fulfills the obligations specified in section (a)(iii).
- (d) For the purpose of sections (a)(iii) and (b), periods of leave with pay shall count as time worked. Periods of leave without pay during employees return to work will not be counted as time worked but shall interrupt the period referred to in section (a) (iii) without activating the recovery provisions described in clause (b).

37.03 Maternity Allowance

(a) ~~(e)~~ Maternity or Parental Allowance payments made in accordance with the SUB Plan will consist of the following:

- (i) where the employee is subject to a waiting period before receiving Employment Insurance maternity and parental benefits, ninety three percent (93%) of his/her weekly rate of pay for each week, less any other monies earned during this period;
- (vi) for each week the employee receives maternity, parental, adoption or paternity benefits under the Employment Insurance Plan or the Quebec Parental Insurance Plan, he/she is eligible to receive the difference between the gross weekly amount of benefits payable and ninety three percent (93%) of his/her weekly rate of pay for each week, less any other monies earned during this period which may result in a decrease in benefits under the Employment Insurance Plan or the Quebec Parental Insurance Plan;
- ~~(vii) 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 Quebec 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 percent (93%) of her weekly rate of pay for each week, less any other monies earned during this period;~~
- (iii) where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety three per cent (93%) of her weekly rate of pay (and the recruitment and retention "terminable allowance", if applicable), less any other monies earned during this period.;
- ~~(viii) where an employee has received the full thirty five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, he/she is eligible to receive a further parental allowance for a period of one (1) week at ninety three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance", if applicable) less any other monies earned~~

during this period, unless said employee has already received the one (1) week of allowance contained in (e)(iv) for the same child.

- (b) (f) At the employee's request, the payment referred to in subsection (a) (e)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of maternity, parental, paternity or adoption benefits under EI or QPIP plans.
- (c) (g) The maternity or parental allowance to which an employee is entitled is limited to that provided in paragraph (a) (e) and an employee will not be reimbursed for any amount required to be repaid pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.

37.04 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.

(Option 1)

Standard Parental Allowance:

- a. 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 37.01(b)(i) and (c)(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 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 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 benefits, less any other monies earned during this period which may result in a decrease in his or her parental or adoption 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 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 37.03(a)(iii) for the same child.

b. 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;
- ii. At the employee's request, the payment referred to in subparagraph 37.04 (a)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- iii. The parental allowance to which an employee is entitled is limited to that provided in paragraphs (a) and (b) 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.

(New)
(Option 2)

Extended 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 37.01(b)(ii) and (c)(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.

d. 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;
- ii. At the employee's request, the payment referred to in subparagraph 37.04(c)(i) and 37.04 (d)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.

e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (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.

37.05 Rate of Pay

(a) ~~(h)~~ The weekly rate of pay referred to in paragraph 37.03 (a), 37.04 (a) and (b) ~~(e)~~ shall be:

- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity, ~~and/or~~ 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 maternity, ~~and/or~~ 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.

(b) ~~(i)~~ The weekly rate of pay referred to in paragraph (a) ~~(h)~~ shall be the rate to which the employee is entitled for his or her substantive level to which the employee is appointed.

(c) ~~(j)~~ Notwithstanding paragraph (b) ~~(i)~~ and subject to subparagraph (a) ~~(h)~~ (ii), if on the day immediately preceding commencement of maternity and/or parental leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

(d) ~~(k)~~ Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity or parental allowance, the allowance shall be adjusted accordingly.

- (e) ~~(t)~~ Maternity or shared parental or paternity allowance payments made under the SUB plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (f) ~~(m)~~ Under parental allowance option 1, the maximum combined shared, maternity, parental, shared parental and paternity allowances payable under this collective agreement shall not exceed (57) weeks for each combined maternity, parental, shared parental and paternity leave without pay.
- (g) Under parental allowance 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.

37.0603 Special Allowance For Totally Disabled Employees

- (a) An employee who fails to qualify for Employment Insurance and/or Quebec Parental Insurance Plan maternity, parental, paternity or adoption benefits solely because of a concurrent entitlement to benefits under the Disability Insurance Plan, the Long Term Disability Insurance portion of the Public Service Management Insurance Plan, or the *Government Employees Compensation Act*, and who has completed six (6) months of continuous employment before the commencement of the leave shall be paid, in respect of each week of benefits under the maternity, paternity, adoption and/or parental allowance not received for the reason described herein, the difference between ninety-three percent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.
- (b) An employee shall be paid an allowance under this clause and under clause 37.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for maternity, paternity, adoption or parental benefits pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec, had the employee not been disqualified from Employment Insurance or Quebec Parental Insurance Plan maternity, paternity, adoption or parental benefits for the reasons described above.

PARKS CANADA COUNTER-PROPOSAL

ARTICLE XX MATERNITY LEAVE WITHOUT PAY

****NEW - Replaces Article 37, section on maternity leave**

XX.03 Maternity leave without pay

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

- i. where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
or
- ii. where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

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

- c. The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- d. The Agency may require an employee to submit a medical certificate certifying pregnancy.
- e. An employee who has not commenced maternity leave without pay may elect to:
 - i. use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - ii. use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 33: sick leave. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 33: sick leave, shall include medical disability related to pregnancy.
- f. An employee shall inform the Agency in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- g. Leave granted under this clause shall be counted 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 be counted for pay increment purposes.

XX.04 Maternity allowance

- a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
 - i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - ii. provides the Agency with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Agency,
and
 - iii. has signed an agreement with the Agency stating that:
 - A. she will return to work **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act,**

on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;

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

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

however, an employee whose specified period of employment expired and who is rehired **within the federal public administration as described in section (A), in any portion of the core public administration as specified in the ~~Public Service Labour Relations Act~~** within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- 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).
- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention "terminable allowance" for each week of the waiting period, less any other monies earned during this period, and
 - ii. for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention "terminable allowance" and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period, and
 - iii. Where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay,

she is eligible to receive a further maternity allowance for a period of one (1) week, ninety three per cent (93%) of her weekly rate of pay for each week (and the recruitment and retention "terminable allowance", if applicable), less any other monies earned during this period.

- d. At the employee's request, the payment referred to in subparagraph XX.04(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 maternity benefits.
- e. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Québec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate and the recruitment and retention "terminable allowance" to which the employee is entitled for her substantive level to which she is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate and the recruitment and retention "terminable allowance" she was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- j. Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

XX.05 Special maternity allowance for totally disabled employees

- a. An employee who:
 - i. fails to satisfy the eligibility requirement specified in subparagraph XX.04(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Québec Parental Insurance maternity

benefits,
and

- ii. has satisfied all of the other eligibility criteria specified in paragraph XX.04(a), other than those specified in sections (A) and (B) of subparagraph XX.04(a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph XX.05(a)(i), the difference between ninety-three per cent (93%) of her weekly rate of pay and recruitment and retention "terminable allowance", and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- b. An employee shall be paid an allowance under this clause and under clause XX.04 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance maternity benefits for the reasons described in subparagraph XX.05(a)(i).

ARTICLE XX PARENTAL LEAVE WITHOUT PAY

****NEW - Replaces article Article 37, section on parental leave**

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

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

- b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for **either**:
 - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period (**standard option**),
 - or
 - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (**extended option**),

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

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

- i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay, or
- ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while his or her child is hospitalized,

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

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

e. The Agency 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.

f. 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.

XY.07 Parental allowance

Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two options, either:

- **Option 1: standard parental benefits, XY.07 paragraphs (c) to (k), or**
- **Option 2: extended parental benefits, XY.07 paragraphs (l) to (t).**

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

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

Parental Allowance Administration

- a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) or (l) to (r), providing he or she:
- i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - ii. provides the Agency with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance Plan or the Quebec Parental Insurance Plan in respect of insurable employment with the Agency, and
 - iii. has signed an agreement with the Agency stating that:
 - A. the employee will return to work **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act**, on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - B. Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the **standard parental allowance** in addition to the period of time referred to in section XY.04(a)(iii)(B), if applicable. **Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section XY.04(a)(iii)(B), if applicable.**
 - C. should he or she fail to return to work in any portion of the ~~core public administration as specified in the Federal Public Sector Labour Relations Act~~, as described in section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Agency for an amount determined as follows:

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

however, an employee whose specified period of employment expired and who is rehired **within the federal public administration as described in section (A)**, ~~in any portion of the core public administration as specified in the Federal Public Service Labour Relations Act~~ 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 XY.06(a)(i) and (b)(i), has chosen elected to receive Standard Employment Insurance parental benefits** and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" **if applicable**) for ~~each week~~ of the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental, adoption or paternity benefits, under the Employment Insurance Plan or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate (and the recruitment and retention "terminable allowance" **if applicable**) and the parental, adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefits to which he or she would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit **or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity** under the Québec Parental Insurance Plan **for the same child and either employee** thereafter remains on parental leave without pay, ~~she~~ **that employee** is eligible to receive a further parental allowance for a period of **up to two (2) weeks**, ninety-three per cent (93%) of ~~her~~ **their** weekly rate of pay (and the recruitment and retention "terminable allowance" **if applicable**) for each week, less any other monies earned during this period;
 - iv. **where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period;**
 - v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" **if applicable**) for each ~~the~~ week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in XY.04(c)(iii) for the same child.
 - vi. **where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either**

employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in XY.04(c)(iii) and XY.07(c)(v) for the same child;

- d. At the employee's request, the payment referred to in subparagraph XY.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 ~~Plan or Québec Parental Insurance Plan~~ parental benefits.
- e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the **Act Respecting Parental Insurance** ~~Parental Insurance Act~~ in Quebec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate (and the recruitment and retention “terminable allowance” **if applicable**) to which the employee is entitled for the substantive level to which he or she is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention “terminable allowance” **if applicable**), the employee was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- k. The maximum combined, shared, maternity and **standard** parental allowances payable ~~under this collective agreement~~ shall not exceed fifty-~~seven two~~ **(57 52)** weeks for each combined ~~standard~~ maternity and parental leave without pay.

Option 2 - Extended Parental Allowance:

- I. **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 XY.06(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate (and the recruitment and retention "terminable allowance" if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in XY.04(c)(iii) for the same child.
 - iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in XY.04(c)(iii) for the same child;
- m. At the employee's request, the payment referred to in subparagraph XY.07(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- o. The weekly rate of pay referred to in paragraphs (l) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

- p. The weekly rate of pay referred to in paragraph (l) shall be the rate (and the recruitment and retention "terminable allowance" if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention "terminable allowance" if applicable), the employee was being paid on that day.
- r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

XY.08 Special parental allowance for totally disabled employees

a. An employee who:

- i. fails to satisfy the eligibility requirement specified in subparagraph XY.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Québec Parental Insurance benefits, and
- ii. has satisfied all of the other eligibility criteria specified in paragraph XY.07(a), other than those specified in sections (A) and (B) of subparagraph XY.07(a)(iii),

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph XY.08(a)(i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the recruitment and retention "terminable allowance", and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- b. An employee shall be paid an allowance under this clause and under clause XY.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance benefits for the reasons described in subparagraph XY.08(a)(i).

Remark:

***This proposal was amended by the Bargaining Agent on October 21st, 2019 after declaration of the Impasse.**

Parks Canada is proposing the split of maternity and parental leave without pay under article 37, into two different/distinct sections for greater clarity. This proposal is reflective of language and presentation in the CPA collective agreements.

XY.06 Parental Leave without pay

The Bargaining Agent is seeking to amend clause 40.01 to expand the current provisions to allow employees who apply for parental benefits under the Employment Insurance (EI) Plan to choose between leave without pay for an extended period or the current standard period.

Parks Canada's proposal at XY.06 is similar to that of the Bargaining Agent which encompasses the two distinct sections:

1. Standard parental leave without pay: a single period of up to 37 consecutive weeks in the 52 week period beginning on the day the child is born or comes into the employee's care; or
2. Extended parental leave without pay: a single period of up to 63 consecutive weeks in the 78 week period beginning on the day the child is born or comes into the employee's care.

Employees may choose the option of standard or extended parental leave without pay in one single period.

The option to take standard or extended parental leave without pay would be available to employees who are in receipt of benefits under the Employment Insurance Plan (EI) or the Quebec Parental Insurance Plan (QPIP).

Parks Canada's proposal at clause XY.06 forms part of the pattern established with all the other Bargaining Agents in the CPA and separate agencies.

In this context, extending these leave provisions as proposed by Parks Canada would be beneficial for all PSAC members. As such, Parks Canada proposes that the Commission recommend the inclusion of the Parks Canada proposed language under this article.

XY.07 Parental allowance

The Bargaining Agent seeks to maintain the current parental allowance, which tops up the EI benefits to 93% of the employee's weekly rate of pay, for both the standard parental benefit plan (up to 35 weeks), as well as for the new extended parental benefit plan (up to 61 weeks).

Changes to the Employment Insurance (EI) Act

On December 2017, the EI parental benefits regime was changed to provide parents two options:

1. Standard parental benefits, 35 weeks with a benefit rate of 55%; or
2. Extended parental benefits, 61 weeks with a benefit rate of 33%

Under the new provisions recently negotiated with 34 groups in the CPA and separate agencies, employees who apply for parental benefits under EI, will have two options under the parental top-up allowance provisions at XY.07:

1. Standard parental allowance, with top up of 93% (35 weeks); or
2. Extended parental allowance, with top of 55.8% (61 weeks).

Parks Canada's proposal at clause XY.07 is consistent with the intent of the changes to the EI provisions for parental benefits, which provides for either a standard allowance for up to 35 weeks or a reduced allowance for up to 61 weeks.

The introduction of a top-up of 55.8% under the extended parental allowance option of 61 weeks is cost neutral relative to benefits provided prior to the changes to EI, which introduced extended parental benefits.

Parks Canada submits that its proposal of an extended and reduced top-up allowance ensures the overall allowance paid remains the same, regardless of whether the employee chooses the standard leave period or the extended leave period.

Parental Sharing Benefit-EI Act

The 2018 Federal budget announced a new "use-it-or-lose-it" parental sharing benefit for non-birthing parents, including fathers, same-sex partners or adoptive parents. The changes came into force in March 2019.

These provisions provide up to 5 additional weeks of EI benefits under the Standard parental plan and up to 8 additional weeks of EI benefits under the Extended parental plan with parents share their parental benefits.

The Bargaining Agent seeks to introduce additional weeks of top-up allowance to 93% of the employee's weekly rate of pay, for employees who choose to share their parental benefits and wish to take advantage of additional weeks of EI parental sharing benefits; whether it be the additional 5 weeks under the standard plan or the additional 8 weeks under the extended plan.

Parks Canada's proposal aligns with that of the Bargaining Agent under the Standard option. It provides an additional 5 weeks of standard EI parental top-up allowance at ninety-three per cent (93%) of the employee's weekly rate of pay, for a total of up to 40 weeks when two employee share the parental benefits. No employee can receive more than 35 weeks under the Standard option.

However, Parks Canada's proposal under the Extended option does not align with the Bargaining Agent's proposal. The Agency's proposal provides for an additional eight (8) weeks of extended EI parental top-up allowance at 55.8% of the employee's rate of pay (instead of 93%), for a total of up to

sixty-nine (69) weeks. No employee can receive more than sixty-one (61) weeks under the Extended option.

To account for these additional weeks of allowance, under the Standard option the maximum combined shared maternity and standard parental allowances payable has been increased from fifty-two (52) to fifty (57) weeks for each combined maternity and parental leave without pay and under the Extended option, the maximum combined shared maternity and extended parental allowances payable has been increased to 86 weeks for each combined maternity and parental leave without pay.

Additional changes

In addition to the above noted amendments, Parks Canada proposes additional improvements to the definition of Employer in the provisions on maternity (clause XX.04 (a)(iii)(A) & (C)) and parental allowances (clause XY.07(a)(iii)(A) & (C)) to expand the definition of "employer" for the purposes of the return to work obligation to any organization listed in Schedule I, Schedule IV or Schedule V of the Financial Administration Act.

These additional improvements would replicate changes negotiated with the 34 other federal public service bargaining units during the current round of collective bargaining.

Where an employee has elected the Extended parental allowance and following their return to work, they will be required to work for a period equal to sixty percent (60%) of the period for which they were in receipt of the extended parental allowance in addition to any period of time they were in receipt of maternity allowance.

When an employee does not fulfill their return to work obligation as required in their undertaking agreement, a calculation has been added to ensure that the repayment is proportional to the allowance the employee received during their absence.

Changes for residents of Quebec

It should be noted that Quebec residents are ineligible for maternity or parental benefits offered through the EI Plan as the province of Quebec administers its own maternity, parental, paternity and adoption benefits program through the Quebec Parental Insurance Plan (QPIP).

Under clause XY.07, employees who apply for parental, paternity or adoption benefits under the QPP, will fall under the Standard parental allowance provisions (Option 1):

- Employees will receive a top-up to these benefits to 93% of their weekly rate of pay less any other monies earned during this period that decreases the parental benefits;
- Where two employees have shared the parental leave and have received thirty-two (32) weeks of parental benefits and five (5) weeks of paternity benefit or have shared thirty-seven (37) weeks of adoption benefits, and either employee thereafter remains on

parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks at 93% of their weekly rate of pay less any other monies earned during this period;

- Maximum combined shared maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.

Replication principle

The 34 recently negotiated agreements for the CPA and separate agencies include the Employer's proposed language indicated.

Parks Canada submits that its proposal to expand/amend the provisions related to Maternity and Parental Leave and Allowances in clauses XX.04, XY.06 and XY.07 are reflective of the current established negotiated settlement pattern in the federal public service.

Parks Canada is of the opinion that the recent established pattern is appropriate given the replication principle and the guiding principles for setting compensation in the federal government. Parks Canada recommends that the Commission adopt the Parks Canada counter proposal in its report.

ARTICLE 39 LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

39.01 Both parties recognize the importance of access to leave for the purpose of care for the immediate family.

39.02 For the purpose of this article, family is defined as spouse (or common-law spouse resident with the employee), children (including foster children or children of legal or common-law spouse) parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.

39.03 Subject to paragraph 39.02, an employee shall be granted leave without pay for the Care of Immediate Family in accordance with the following conditions;

- (a) an employee shall notify the Agency in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

(e) Compassionate Care Leave

- (i) Notwithstanding paragraphs 39.02, 39.03(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.
- (ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) 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.
- (iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.
- (iv) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.

39.04 An employee who has proceeded on leave without pay may change her/his return to work date if such change does not result in additional costs to the Agency.

39.05 All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of previously applicable collective agreements will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee's total period of employment in the Public Service.

Transitional provisions

39.06

These transitional provisions are applicable to employees who have been granted and have proceeded on leave on or after the date of signature of this agreement.

- (a) An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of a previous agreement continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.
- (b) An employee who becomes a member of the bargaining unit on or after the date of signature of this agreement and who is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of another agreement, continues on that leave for the approved duration or until the employee's return to work before the end of the approved leave.

BARGAINING AGENT PROPOSAL

Amend as follows:

Change title to "Leave with or without pay for the care of family"

39.01 Both parties recognize the importance of access to leave for the purpose of care of ~~for the~~ immediate family.

~~**39.02** For the purpose of this article, family is defined as spouse (or common-law spouse resident with the employee), children (including foster children or children of legal or common-law spouse) parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.~~

~~**39.023** Subject to paragraph 39.02, a~~An employee shall be granted leave without pay for the Care of

~~Immediate~~ Family in accordance with the following conditions;

- (a) an employee shall notify the Agency in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

Note: Compassionate Care leave provisions moved to New Article "Compassionate Care Leave"

~~(e) **Compassionate Care Leave**~~

~~———— (i) ——— Notwithstanding paragraphs 39.02, 39.03(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.~~

~~———— (ii) ——— Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) 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.~~

~~———— (iii) ——— When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.~~

~~———— (iv) ——— When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.~~

39.034 An employee who has proceeded on leave without pay may change her/his return to work date if such change does not result in additional costs to the Agency.

39.045 All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of previously applicable collective agreements will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee's total period of employment in the Public Service.

Transitional provisions

39.056

These transitional provisions are applicable to employees who have been granted and have proceeded on leave on or after the date of signature of this agreement.

- (a) An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of a previous agreement continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.
- (b) An employee who becomes a member of the bargaining unit on or after the date of signature of this agreement and who is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of another agreement, continues on that leave for the approved duration or until the employee's return to work before the end of the approved leave.

BARGAINING AGENT AMENDED PROPOSAL* Received October 21, 2019

Amend as follows:

Change title to "Leave with or without pay for the care of family"

39.01 Both parties recognize the importance of access to leave for the purpose of care of ~~for the immediate family.~~ **For the purpose of this clause, "family" is defined per Article 2 and in addition:**

- a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee**
- b. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee**

~~**39.02** For the purpose of this article, family is defined as spouse (or common-law spouse resident with the employee), children (including foster children or children of legal or common-law spouse) parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.~~

~~**39.023** Subject to paragraph 39.02, a~~ **An employee shall be granted leave without pay for the Care of Immediate Family in accordance with the following conditions;**

- (a) an employee shall notify the Agency in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Public Service;

(d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

Note: Compassionate Care leave provisions moved to New Article "Compassionate Care and Caregiving Leave"

~~(e) **Compassionate Care Leave**~~

~~———— (i) ——— Notwithstanding paragraphs 39.02, 39.03(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.~~

~~———— (ii) ——— Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) 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.~~

~~———— (iii) ——— When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.~~

~~———— (iv) ——— When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.~~

39.034 An employee who has proceeded on leave without pay may change her/his return to work date if such change does not result in additional costs to the Agency.

39.045 All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of previously applicable collective agreements will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee's total period of employment in the Public Service.

Transitional provisions

39.056

These transitional provisions are applicable to employees who have been granted and have proceeded on leave on or after the date of signature of this agreement.

(a) An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of a previous agreement continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.

(b) An employee who becomes a member of the bargaining unit on or after the date of signature of this agreement and who is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of

another agreement, continues on that leave for the approved duration or until the employee's return to work before the end of the approved leave.

NEW ARTICLE

COMPASSIONATE CARE and CAREGIVING LEAVE

Note: Changes from existing Article 39.03 e outlined below

~~(e) Compassionate Care Leave~~

~~XX.01 (i) Notwithstanding paragraphs 39.02, 39.03(b) and (d) above, an~~ **An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) 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.**

XX.02 The leave without pay described in XX.01 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.

~~(ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) 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.~~

~~XX.03 (iii)~~ 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.

~~XX.04 (iv)~~ 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 XX.01 paragraphs (i) and (ii) above ceases to apply.~~

XX.05 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.

XX.06 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.

XX.07 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.

PARKS CANADA COUNTER-PROPOSAL

ARTICLE 39 LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

39.02 ~~For the purpose of this article, family is defined as spouse (or common-law spouse resident with the employee), children (including foster children or children of legal or common-law spouse) parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides. For the purpose of this article, "family" is defined per article 2 and in addition:~~

- a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

~~(e) **Compassionate Care Leave**~~

~~(i) Notwithstanding paragraphs 39.02, 39.03(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.~~

~~(ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) 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.~~

~~iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.~~

~~(iv) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.~~

(New)

XX. Caregiving Leave

- a. An employee who provides the Agency 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 without pay while in receipt of or awaiting these benefits.

- b. The leave without pay described in clause XX (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 Agency 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 XX (a) above ceases 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.

(Consequential renumbering)

Remarks:

***This amended proposal was tabled by the Bargaining Agent on October 21st, 2019 after the declaration of the impasse and was not discussed at the bargaining table.**

Parks Canada's counter-proposal to expand the definition of family (art.39.02 a)) with an improvement of "consanguinity" for the purpose of leave without pay for the care of immediate family is reflective of the current established negotiated settlement pattern in the CPA.

During the 5 sessions of bargaining, the Bargaining Agent neither accepted, nor declined the counter-proposal from Parks Canada. The Bargaining Agent amended its proposal after they declared an impasse.

The Agency counter-proposal (Art 39.02 a)) is a positive response for the issue raised by the Bargaining Agent.

The Bargaining Agent is proposing to expand the provisions of art. 39, to create a New Article "Compassionate Care and Caregiving Leave"

The Bargaining Agent is proposing to expand the provisions of Article 39, to create a New Article "Compassionate Care and Caregiving Leave" to allow employees to take leave without pay while in receipt of/ or awaiting Employment Insurance (EI) benefits for Family Caregiver Benefits for Children (maximum of 35 weeks) and/or Family Caregiver Benefits (maximum of 15 weeks) in addition to the current Compassionate Care Benefits (maximum of 26 weeks).

With its proposal, the Bargaining Agent seeks to have periods of Caregiving Leave without Pay count in calculating severance benefits, establishing vacation leave accrual rates and determining timelines for pay increment increases.

The Bargaining Agent also seeks a top-up allowance of 93% of the employee's weekly rate of pay for any applicable waiting period and for a period of up to 7 weeks when in receipt of benefits.

Changes to the Employment Insurance Act

On December 3, 2017, changes to EI legislation introduced two new types of care giving benefits in addition to Compassionate Care benefits:

- Family Caregiver Benefits for Children of up to 35 weeks; and
- Family Caregiver Benefits for Adults of up to 15 weeks.

As indicated, EI provides up to 26 weeks of Compassionate Care benefits to care for a person who has a serious medical condition with a significant risk of death within 26 weeks (6 months) and requires the support of at least one caregiver.

The collective agreement currently provides Compassionate Care leave without pay, as long as the employee is in receipt of EI Compassionate Care benefits.

Replication principle

The recently negotiated 34 agreements with CPA and separate agency employee groups include Parks Canada's proposed language indicated above to allow employees the option to take leave without pay so they can take advantage of the expanded EI Caregiver Benefits.

Provisions agreed to with other Bargaining Agents also include language that would see any periods of leave without pay granted under this clause count in calculating severance benefits, establishing vacation leave accrual rates and determining timelines for pay increment increases. They do not, however, include a top-up allowance.

Parks Canada's counter-proposal on Caregiving Leave under art 39- Leave without pay for the care of immediate family is reflective of the current established negotiated settlement pattern in the CPA.

Parks Canada requests that the Commission adopts the Agency's counter proposal provided above which replicates the agreement reached with 17 other bargaining units, to resolve all outstanding proposals at article 39, and as part of a comprehensive settlement, in its report.

ARTICLE 40 LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

**

40.01 For the purpose of this article, family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of legal or common-law spouse and ward of the employee), parents (including step-parents or foster parents), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents and grandchildren of the employee, any relative permanently residing in the employee's household or with whom the employee permanently resides, or any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.

40.02 The total leave with pay which may be granted under this article shall not exceed thirty-seven decimal five (37.5) or forty (40) hours (according to the Hours of Work Code) in a fiscal year.

**

40.03 Subject to clause 40.02, the Agency shall grant leave with pay under the following circumstances:

- (a) 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;
- (b) 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;
- (c) to provide for the immediate and temporary care of an elderly member of the employee's family;
- (d) for needs directly related to the birth or to the adoption of the employee's child;
- (e) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;

- (f) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;

- (g) seven decimal five (7.5) or eight (8) hours (according to the Hours of Work Code) out of the thirty-seven decimal five (37.5) or forty (40) hours (according to the Hours of Work Code) stipulated in clause 40.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

BARGAINING AGENT PROPOSAL

40.01 For the purpose of this clause, "family" is defined per Article 2

~~For the purpose of this article, family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of legal or common-law spouse and ward of the employee), parents (including step-parents or foster parents), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents and grandchildren of the employee, any relative permanently residing in the employee's household or with whom the employee permanently resides, or any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.~~

40.02 The total leave with pay which may be granted under this article shall not exceed ~~thirty-seven decimal five (37.5) or forty (40)~~ **seventy-five (75) or eighty (80)** hours (according to the Hours of Work Code) in a fiscal year.

40.03 Subject to clause 40.02, the Agency shall grant leave with pay under the following circumstances:

- (a) 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;

- (b) 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;

- (c) to provide for the immediate and temporary care of ~~an elderly~~ member of the employee's family;

- (d) for needs directly related to the birth or to the adoption of the employee's child;

- (e) to attend school functions, if the supervisor was notified of the functions as far in advance as

possible;

(f) to provide for the employee's child in the case of an ~~unforeseeable~~ closure of the school or daycare facility;

(g) ~~seven decimal five (7.5) or eight (8) hours (according to the Hours of Work Code) out of the thirty seven decimal five (37.5) or forty (40) hours (according to the Hours of Work Code) stipulated in clause 40.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.~~

(h) To visit a terminally ill family member

BARGAINING AGENT AMENDED PROPOSAL* Received October 21, 2019

40.01 For the purpose of this clause, "family" is defined per Article 2 and in addition:

a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee

b. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee

~~For the purpose of this article, family is defined as spouse (or common law partner resident with the employee), children (including foster children or children of legal or common law spouse and ward of the employee), parents (including step parents or foster parents), father in law, mother in law, brother, sister, step brother, step sister, grandparents and grandchildren of the employee, any relative permanently residing in the employee's household or with whom the employee permanently resides, or any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.~~

40.02 The total leave with pay which may be granted under this article shall not exceed ~~thirty seven decimal five (37.5) or forty (40)~~ **fifty-six and one quarter hours (56.25) or sixty (60)** hours (according to the Hours of Work Code) in a fiscal year.

40.03 Subject to clause 40.02, the Agency shall grant leave with pay under the following circumstances:

(a) 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;

- (b) 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;
- (c) to provide for the immediate and temporary care of an ~~elderly~~ member of the employee's family;
- (d) for needs directly related to the birth or to the adoption of the employee's child;
- (e) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- (f) to provide for the employee's child in the case of an ~~unforeseeable~~ closure of the school or daycare facility;
- (g) ~~seven decimal five (7.5) or eight (8) hours (according to the Hours of Work Code) out of the thirty seven decimal five (37.5) or forty (40) hours (according to the Hours of Work Code) stipulated in clause 40.02 above may be used~~ to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.
- (h) **To visit a terminally ill family member**

PARKS CANADA COUNTER-PROPOSAL

**

40.01 For the purpose of this article, family is defined as spouse (or common-law partner resident with the employee), children (including **step-children**, foster children or children of legal or common-law spouse and ward of the employee), parents (including step-parents or foster parents), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents and grandchildren of the employee, any relative permanently residing in the employee's household or with whom the employee permanently resides, ~~or~~ any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee or a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

**

40.04 Term and seasonal employees shall be entitled to the benefits of this article in the same proportion as their total annual hours of work compared to the total annual hours of work of a full-time employee occupying a position at the same occupational group and level (according to the Hours of Work Code).

Remarks:

***This proposal was amended by the Bargaining Agent on October 21st, 2019 after the declaration of the impasse.**

Parks Canada counter-proposal to expand the definition of family (Art 40.01) for the purpose of leave with pay for family-related responsibilities is reflective of the current established negotiated settlement pattern in the federal public service.

During the 5 sessions of bargaining, the Bargaining Agent neither accepted, nor declined the counter-proposal from Parks Canada. The Bargaining Agent amended its proposal after they declared an impasse.

Parks Canada's counter-proposal (Art 40.01) is a positive response for the issue raised by the Bargaining Agent.

Parks Canada is also proposing to pro-rate Art. 40.04 the quantum of leave with pay for family-related responsibilities for employees who do not work year-round at Parks Canada (Term and Seasonal Employees). This concept is consistent with the Vacation Leave provisions of the collective agreement.

Increasing the quantum of leave

The Bargaining Agent is requesting an increase to the quantum of leave with pay for family-related responsibilities from thirty-seven decimal five (37.5) hours, which is similar to the other collective agreements in the CPA, to fifty-six and one quarter (56.25) hours, which significantly increases the current quantum of leave.

The Agency submits that the Bargaining Agent's proposal to increase the quantum is costly — close to \$6,836,586M per year ongoing and the Agency is opposed to such an increase. The proposal would also have significant impact on Agency operations.

Expanding the circumstances for which leave can be granted

The Bargaining Agent is proposing at 40.03 (c) that the leave should be granted to provide care of any member of the employee's family as opposed to just "elderly" members. The Agency submits that such a change would unreasonably broaden the scope of the article and remove the purpose and meaning of paragraph 40.03 c).

The Bargaining Agent is proposing to add "to visit a terminally ill family member" to the list of circumstances for which the leave shall be granted. Parks Canada submits that there is no justification why the provisions for this article should be expanded. The leave entitlements currently provided for in

other areas of the collective agreement could find application for this specific circumstance. The Bargaining Agent's proposal is not found in any CPA collective agreement.

Parks Canada therefore requests that the Commission not include these changes in its report, with the exception of the proposed addition to the definition at paragraph 40.01 and the pro-rate quantum of leave with pay for term and seasonal employees 40.04.

ARTICLE 44 BEREAVEMENT LEAVE WITH PAY

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

**

44.01 For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner residing with the employee), child (including child of spouse), stepchild or ward of the employee, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law and relative permanently residing in the employee's household or with whom the employee permanently resides.

**

44.02

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.
- (c) When requested to be taken in two (2) periods,
 - (i) The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death,
and
 - (ii) The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
 - (iii) The employee may be granted no more than three (3) days' leave with pay, in total, for the purpose of travel for these two (2) periods.

**

44.03 An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her brother-in-law or sister-in-law and grandparents of spouse.

**

44.04 If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 44.02(a) and 44.03, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

**

44.05 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Agency may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 44.02(a) and 44.03.

BARGAINING AGENT PROPOSAL

44.01 For the purpose of this Article, "family" is defined as per Article 2

~~For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step brother, step sister, spouse (including common law partner residing with the employee), child (including child of spouse), stepchild or ward of the employee, grandparent, grandchild, father in law, mother in law, daughter in law, son in law, and relative permanently residing in the employee's household or with whom the employee permanently resides.~~

44.02

- (d) When a member of the employee's ~~immediate~~ family dies, an employee shall be entitled to a bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (e) At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.
- (f) When requested to be taken in two (2) periods,
 - (iv) The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
 - (v) The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
 - (vi) The employee may be granted no more than three (3) days' leave with pay, in total, for

the purpose of travel for these two (2) periods.

~~44.03 An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her brother in law or sister in law and grandparents of spouse.~~

44.04 If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 44.02(a) and 44.03, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

44.05 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Agency may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 44.02(a) and 44.03.

BARGAINING AGENT AMENDED PROPOSAL* Received October 21, 2019

44.01 For the purpose of this Article, "family" is defined as per Article 2 and in addition:

a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave under 44.01 (a) only once during the employee's total period of employment in the public service.

~~For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step brother, step sister, spouse (including common law partner residing with the employee), child (including child of spouse), stepchild or ward of the employee, grandparent, grandchild, father in law, mother in law, daughter in law, son in law, and relative permanently residing in the employee's household or with whom the employee permanently resides.~~

44.02

(a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

(b) At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.

(c) When requested to be taken in two (2) periods,

- (i) The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
- (ii) The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
- (iii) The employee may be granted no more than three (3) days' leave with pay, in total, for the purpose of travel for these two (2) periods.

44.03 An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her ~~brother-in-law or sister-in-law and~~ grandparents of spouse.

44.04 If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 44.02(a) and 44.03, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

44.05 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Agency may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 44.02(a) and 44.03.

PARKS CANADA COUNTER-PROPOSAL

**

~~**44.01** _____ For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner residing with the employee), child (including child of spouse), stepchild or ward of the employee, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law and relative permanently residing in the employee's household or with whom the employee permanently resides.~~ **44.01 For the purpose of this article, "family" is defined per article 2 and in addition:**

- a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall's total be entitled to bereavement leave under 44.01(a) only once during the employee's total period of employment in the public service.**

Remarks:

***This proposal was amended by the Bargaining Agent on October 21st, 2019 after the declaration of the impasse.**

Parks Canada's counter-proposal to expand the definition of family (Art. 44.01 a)) for the purpose of bereavement leave is reflective of the current established negotiated settlement pattern in the CPA.

During the 5 sessions of bargaining, the Bargaining Agent neither accepted, nor declined Parks Canada's counter-proposal. The Bargaining Agent amended its proposal after they declared an impasse.

Based on the above, the Parks Canada is not in agreement with the Bargaining Agent proposal and its still waiting to engage in discussions with the Bargaining Agent feedback on the Agency's counter-proposal.

Parks Canada's counter-proposal (Art 44.01 a)) is a positive response to the issue raised by the Bargaining Agent.

ARTICLE 48 LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

N/A

BARGAINING AGENT PROPOSAL

XX:01 The Employer recognizes that employees sometimes face situations of violence or abuse, which may be physical, emotional or psychological, in their personal lives that may affect their attendance and performance at work.

XX:02 Employees experiencing domestic violence will be able to access ten (10) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval.

XX:03 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:04 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:05 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.06 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.07 The Employer will provide awareness training on domestic violence and its impacts on the workplace to all employees.

XX.08 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.

The Advocate

XX.09 The Employer and the Alliance recognize that employees, particularly employees who identify as women sometimes need to discuss matters such as violence or abuse or harassment, at home or in the workplace. Workers may also need to find out about resources in the workplace or community to help them deal with these issues such as the EAP program, a women's shelter, or a counsellor.

XX.10 For these reasons, the parties agree to recognize the role of Advocate in the workplace.

XX.11 The Advocate will be determined by the Alliance from amongst the bargaining unit employees. Employees who identify as women will have the right to have an Advocate who identifies as a woman.

XX.12 The Advocate will meet with workers as required and discuss problems with them and assist accordingly, referring them to the appropriate agency when necessary.

XX.13 The Employer will provide access to a private office in order for the Advocate to meet with employees confidentially, and will provide access to a confidential telephone line and voice mail that is maintained by the Advocate and accessible to all employees in the workplace. The Advocate will also have access to a management support person to assist them in their role when necessary.

XX.14 The Employer and the Alliance will develop appropriate communications to inform all employees of the advocacy role of the Advocate and information on how to contact them.

XX.15 The Advocate will participate in an initial basic training and an annual update training program to be delivered by the Alliance. The Employer agrees that leave for such training shall be with pay and will cover reasonable expenses associated with such training, such as

lodging, transportation and meals.

XX.16 Notwithstanding any of the above, no employee shall be prevented from accessing the service of the Advocate or of becoming an Advocate.

BARGAINING AGENT AMENDED PROPOSAL* Received October 21, 2019

**NEW ARTICLE
DOMESTIC VIOLENCE LEAVE**

XX:01 The Employer recognizes that employees sometimes face situations of violence or abuse, which may be physical, emotional or psychological, in their personal lives that may affect their attendance and performance at work.

XX:02 Employees experiencing domestic violence will be able to access ten (10) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval.

XX:03 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:04 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:05 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.06 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.07 The Employer will provide awareness training on domestic violence and its impacts on the workplace to all employees.

XX.08 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.

PARKS CANADA COUNTER-PROPOSAL

48.XX Domestic Violence Leave

For the purposes of this article domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from someone with whom the employee has or had an intimate relationship.

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence from someone with whom the employee has or had an intimate relationship shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
 - i. to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability;
 - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
 - iii. to obtain professional counselling;
 - iv. to relocate temporarily or permanently; or
 - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.

- c. The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) or eighty (80) hours (in accordance with the Hours of Work Code) in a fiscal year.
- d. The Agency 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.
- e. Notwithstanding clauses 48.XX (b) to 48.XX(c), an employee is not entitled to domestic 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.

(Consequential renumbering)

Remarks:

***This proposal was amended by the Bargaining Agent on October 21st, 2019 after the declaration of the Impasse.**

Bill C-86, a second Act to implement certain provisions of the budget tabled in Parliament on February 27, 2018 and other measures, amended the Canada Labour Code (CLC) to provide paid leave to an employee who is a victim of family violence or parent of child who is victim of violence.

The new Leave for Victims of Family Violence in the Canada Labour Code Part III provisions read as follows:

Leave for Victims of Family Violence

Definitions

206.7 (1) The definitions child and parent set out in subsection 206.5(1) apply in subsection (2).

Leave-10 days

(2) Every employee who is a victim of family violence or who is the parent of a child who is a victim of family violence is entitled to and shall be granted a leave of absence from employment of up to 10 days in every calendar year, in order to enable the employee, in respect of such violence,

- (a) to seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;
- (b) to obtain services from an organization which provides services to victims of family violence;
- (c) to obtain psychological or other professional counselling;
- (d) to relocate temporarily or permanently;

- (e) to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding; or (f) to take any measures prescribed by regulation.

Leave with pay

(2.1) If the employee has completed three consecutive months of continuous employment with the employer, the employee is entitled to the first five days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages.

Exception

(3) An employee is not entitled to a leave of absence with respect to any act of family violence 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.

Division of leave

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

Documentation

(5) The employer may, in writing and no later than 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.

Regulations

The Governor in Council may make regulations defining the expressions "regular rate of wages" and "normal hours of work" for the purposes of subsection (2.1).

The legislation provides for ten days of leave, five of which are with pay.

Parks Canada's proposal is more generous than the provision of the CLC.

The Canada Labour Code Part III, including the changes summarized above, does not apply to the CPA.

However, Parks Canada's proposal is closely aligned with the provisions of the new legislation, in terms of the scope and intent of the leave, duration and the potential requirement on the employee to provide supporting documentation.

Furthermore, Parks Canada's proposal is more generous than the CLC, as it provides for 10 days of paid leave per year, whereas the CLC provides for five days of paid leave and five days without pay per year.

Parks Canada is of the opinion that no employee who is the perpetrator of domestic violence should be afforded paid leave. As such, the leave would not be available if an employee is suspected or charged with an offence relating to an act of domestic violence.

Parks Canada takes the position that the intent/purpose of this proposal is to deal with leave only and it is not intended as a mechanism or conduit to address the issues proposed by the Bargaining Agent at 48.XX.b). From that perspective, the Bargaining Agent's proposal would impose a much broader responsibility on Parks Canada which would interfere with the Agency's management prerogatives and goes beyond the intent of the legislation.

The Bargaining Agent is also seeking a commitment from Parks Canada to protect privacy of information. Parks Canada submits that there are numerous policy instruments dealing with the protection of personal information in the workplace and there is no requirement to include language to that effect in the agreement.

Additionally, Parks Canada's proposal is consistent with a pattern established voluntarily with 34 bargaining units in the federal public service.

During the 5 sessions of bargaining, the Bargaining Agent neither accepted, nor declined Parks Canada's counter-proposal. The Bargaining Agent amended its proposal after they declared an impasse.

Based on the above, Parks Canada is not in agreement with the Bargaining Agent proposal and would welcome discussions with the Bargaining Agent on the counter-proposal.

Parks Canada's counter-proposal (art. 48 a) to e)) is a positive response for the issue raised by the Bargaining Agent.

ARTICLE 50- STATEMENT OF DUTIES

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)
50.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his/her position, including the classification level and, where applicable, the point rating allotted by factor to his/her position, and an organization chart depicting the position's place in the organization.
BARGAINING AGENT 'S POSITION
NO CHANGE
PARKS CANADA PROPOSAL
ARTICLE 50 STATEMENT OF DUTIES WORK DESCRIPTION ** 50.01 Upon written request, an employee shall be provided with a complete and current copy of the official statement of the duties work description and responsibilities of his/her position, including the classification level and, where applicable, the point rating allotted by factor to his/her position, and an organization chart depicting the position's place in the organization.

Remarks:

Current language does not align with the Parks Canada nomenclature found in the Agency's suite of policies/directives/tools on Organization and Classification.

Employees are provided with a "Work Description" rather than a "Statement of duties". Work Descriptions are overarching documents that includes employees' statement of duties as well as their responsibilities.

When an employee exercises their rights under article 50, the employee is provided with the master generic work description or unique work description assigned to the position.

Parks Canada respectfully submits that the parties have not bargained sufficiently on this issue as the Bargaining Agent did not specifically express the reasons why they are not in agreement with the proposed change.

Parks Canada requests that the Commission include these changes in its report.

ARTICLE 58 PAY ADMINISTRATION

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

58.01 Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this agreement.

58.02 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 letter of offer;

or

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

58.03

- (a) The rates of pay set forth in Appendix "A" shall become effective on the dates specified.
- (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this agreement, the following shall apply:
 - (i) "retroactive period" for the purpose of subparagraphs (ii) to (vi) means the period commencing on the effective date of the revision up to and including the day before this agreement is signed or when an arbitral award is rendered therefore;
 - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the groups identified in Article 8 of this agreement during the retroactive period;
 - (iii) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with subparagraph (b)(ii), the Agency shall notify, by registered mail, such individuals at their last known address that they have 30 days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Agency to provide payment ceases;
 - (iv) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;

- (v) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the *Public Service Terms and Conditions of Employment Regulations*, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay that the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
- (vi) no payment or no notification shall be made pursuant to paragraph 58.03(b) for one dollar or less.

58.04 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

58.05 The Agency agrees to adopt the Memorandum of Understanding signed between the Treasury Board and the Alliance, dated February 9, 1982 in respect to red-circled employees.

58.06 If, during the term of this agreement, a new classification standard for a group is established and implemented by the Agency, the Agency shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Alliance the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

58.07 Acting Pay

- (a) When an employee is required by the Agency to substantially perform the duties of a higher classification level in an acting capacity and performs those duties:
 - (i) if she/he falls under letter code "X" (as defined in the Hours of Work Code), for a period of at least three (3) consecutive working days/shifts;
 - (ii) if she/he falls under the letter code "Y" (as defined in the Hours of Work Code), for a period of at least one (1) full working day/shift;

the employee shall be paid acting pay calculated from the date on which she/he commenced to act as if she/he had been appointed to that higher classification for the period in which she/he 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.

58.08 When the regular pay day for an employee falls on her/his day of rest, every effort shall be made to issue her/his cheque on her/his last working day, provided it is available at her/his regular place of work.

No Pyramiding of payments

58.09 Payments provided under the Overtime, Designated Paid Holiday, Standby, the call back and reporting pay provisions in this collective agreement shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

BARGAINING AGENT PROPOSAL

58.02 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", for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's letter of offer;
Or
- (b) The pay specified in Appendix "A", for the classification prescribed in the employee's letter of offer, 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.

58.07 Acting Pay

- (a) When an employee is required by the Agency to substantially perform the duties of a higher classification level in an acting capacity and performs those duties **of a higher classification level in an acting capacity and performs those duties for at least one (1) day or shift, 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.**

~~(i) if she/he falls under letter code "X" (as defined in the Hours of Work Code), for a period of at least three (3) consecutive working days/shifts;~~

~~(ii) if she/he falls under the letter code "Y" (as defined in the Hours of Work Code), for a period of at least one (1) full working day/shift;~~

~~the employee shall be paid acting pay calculated from the date on which she/he commenced to act as if she/he had been appointed to that higher classification for the period in which she/he 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.
- (c) **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.**
- (d) **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.**

NEW

58.10

Any 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.

NEW – Deduction Rules for Overpayments

58.XX 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.**

NEW – Emergency Salary or Benefit Advances

58.XX 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 employee shall take into consideration any admission of hardship created by the repayment schedule on the employee.

NEW – Accountant and Financial Management Counselling

58.XX 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.

PARKS CANADA'S POSITION

NO CHANGE

Remarks:

Parks Canada submits the changes with regards to timelines, pay schedules, as well as rules and processes for acting pay, overpayments and emergency salary advances are currently found in the applicable Parks Canada Terms and Conditions of Employment. (Annex 29)

Pay Schedules and Claims

At clause 58.02, the Bargaining Agent is seeking new language to specify fixed pay schedules (bi-weekly and bi-monthly). Parks Canada submits that timelines are already defined with respect to pay. The Bargaining Agent did not provide any information that would support changes regarding this matter.

At clause 58.02, the Bargaining Agent is seeking interest payments for employees for missed or incorrect payments, as well as reimbursement 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.

Parks Canada submits that there are processes in place to compensate employees who have incurred expenses or financial losses due to the implementation of the Phoenix pay system. Pursuant to the

claims mechanisms put in place and promulgated a few years ago in the context of issues related to the pay system, employees may avail themselves of the following types of claims:

- Claim out-of-pocket expenses: employees who have incurred out-of-pocket expenses, such as interest charges or late fees because of Phoenix can submit a claim with the Employer.
- Reimbursement for tax advice: employee who need to consult an expert to sort out income taxes due to errors in pay caused by Phoenix may be reimbursed up to \$200 related to obtaining tax advice.
- Request an advance for government benefits: If an employee's government benefits, such as the Canada child benefit, or other credits were reduced due to overpayment by Phoenix, employee can request an advance to help during this time.
- Claims for impact to income taxes and government benefits: Employees who were owed salary from one year that was paid the following year (for example salary owed from 2016 was paid in 2017) and incurred a financial loss related to paying a higher rate of income tax or reduced government benefits and credits such as the Canada child benefit.

Acting pay (clauses 58.07 a), 58.07 c) and 58.07 d)

At clauses 58.07 a), 58.07 c) and 58.07 d) the Bargaining Agent is seeking various changes to the current administration of acting pay-58.07 a) deals with a reduction from 3 days to 1 day of the qualifying period for acting pay, and 58.07c), d) provides for cumulative acting periods to determine the next increment for acting pay.

The Agency submits that these proposals would impose increased strain from the pay administration perspective. There are significant challenges related to the Phoenix pay system, and proposals that would complicate the payroll system, such as moving to one-day acting and track cumulative periods of acting, are not desirable, or warranted. In addition, the current provisions are consistent with the majority of our CPA group comparators: SP, NR, AV, CA, EC, EB, EL, FI and PA which have a qualifying period of three (3) consecutives working days.

The majority of the CAs in the CPA have a qualifying period of 3 days.

Of note, the current language in our collective agreement (art.58.07 a) ii)) has a qualifying period of one (1) full working day/shift day for the GL, GS, HP and SC which mirrors the SV collective agreement in the CPA for these groups /sub-groups with a 40 normal weekly hours of work.

At 58.10 the Bargaining Agent is seeking to override the eligibility requirements related to payment of allowances under specific directives negotiated under art.6 of this collective agreement (Travel, Isolated Posts, Bilingual Bonus) and Commuting Assistance Directive during acting periods. The Agency offers that allowances under the specific directives and article 6 of our collective agreement are, and must remain, linked to entitlements as provided in the applicable directives.

New deductions rules for overpayments

The Bargaining Agent is seeking new language on establishing deduction rules for overpayments. The Agency submits that the authority for the recovery of overpayments comes from the *Financial Administration Act* — the legal requirement to recover overpayments found under section 155 of the Act.

Parks Canada is very proactive in proceeding with Emergency Salary Advances once notified of a situation. The Agency is committed in mitigating the financial stress and hardships of employees experiencing overpayments in Phoenix. To this date, no concerns were raised by employees on these issues since situations were resolved within a few days.

New Emergency Salary Advances

The Bargaining also seeks new language regarding the issuance of Emergency salary or benefit advances.

Parks Canada submits that language on Emergency Salary Advances (ESA) is not required in the collective agreement since no concerns were brought to the Agency's attention.

New Financial counselling

The Bargaining Agent seeks to introduce new language on the reimbursement of costs associated with seeking financial advice.

Parks Canada submits that there are processes currently in place to provide reimbursement with respect to tax advice. As previously indicated, should employees need to consult an expert to sort out income taxes due to an error in pay caused by Phoenix, they may apply for reimbursement of fees up to \$200 related to obtaining tax advice.

In light of the above, Parks Canada is not in agreement with the Bargaining Agent's demand, and proposes that this article be renewed without changes.

ARTICLE 59 ALLOWANCES

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

59.01 Diving allowance

- (a) Employees whose job duties require them to dive (as that word is hereinafter defined) shall be paid an allowance of twenty-five dollars (\$25.00) per hour. The minimum allowance shall be:
 - (i) two (2) hours per dive scuba
 - (ii) four (4) hours per dive hard hat.
- (b) Diving time is that period during which an employee is equipped with diving gear to the extent that the employee is unable to perform other than diving duties.
- (c) A dive is the total of any period or periods of time during any eight (8) hour period in which an employee carries out required underwater work with the aid of a self-contained or surface air supply.

59.02 Dirty Work Allowance

When an employee is required to come in physical contact with the pollutant while engaged in the cleaning up of oil spills in excess of two hundred (200) litres which resulted from an accident or disaster, mechanical failure, bunkering or fuel transfer operations, the employee shall receive, in addition to the appropriate rate of pay, an additional one-half (1/2) his straight-time rate for every fifteen (15) minute period, or part thereof, worked. All of the foregoing duties must have the prior approval of the Agency before work is commenced.

BARGAINING AGENT PROPOSAL

NEW

59.xx Indigenous Language Allowance

Employees who are required to work in an indigenous language shall be paid an Indigenous Language Allowance of one-thousand and fifteen dollars (\$1,015) annually, paid hourly.

59.xx Dog handlers' Allowance

When an employee is required to handle a trained detector dog during a shift, and in recognition of the duties associated with control, care and maintenance of the detector dog at all times, the employee shall be paid an allowance of two dollars (\$2) per on-duty hour.
PARKS CANADA'S POSITION
NO CHANGE

Remarks:

This proposal on Indigenous Language Allowance (Art 59.xx) and Dog Handlers' Allowance (Art 59.xx) was tabled on July 16, 2019.

Parks Canada respectfully submits that we did not engage in meaningful negotiations on this topic. In light of the above, Parks Canada submits the following position without prejudice.

59.XX Indigenous Allowance

The Bargaining Agent did not provide a detailed rationale to justify this proposal, therefore has not demonstrated the need for this allowance. In addition, such provisions do not exist in other CPA or separate agency collective agreements.

Moreover, the Bargaining Agent's proposal poses several operational challenges, such as, but not limited to, eligibility, proficiency assessment, identification of positions, and would impact several departments across Canada.

59.XX Dog Handlers' Allowance

The Bargaining Agent did not provide a detailed rationale to justify this proposal.

Based on the above, Parks Canada is not in agreement with the Bargaining Agent's demand, and proposes not include these proposals in the agreement.

ARTICLE 61 DURATION

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

**

61.01 The duration of this collective agreement shall be from the date it is signed to August 4th 2018.

61.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed.

**

61.03 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.

BARGAINING AGENT PROPOSAL

61.01 The duration of this collective agreement shall be from the date it is signed to August 4, 2018 2021.

61.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed.

61.03 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.

PARKS CANADA'S POSITION

Parks Canada reserves the right to introduce counter-proposals to the Bargaining Agent demands. The Agency did not have the opportunity to do it as of yet.

Remarks:

Parks Canada did not have the opportunity to present its proposal regarding the duration of the collective agreement given that during the last negotiations session on July 16, the Bargaining Agent tabled its pay proposal and the Agency was informed on Friday July 19, that the PSAC was declaring an impasse in our collective bargaining negotiations.

Consequently, Parks Canada respectfully reserves the right to introduce counter proposals at the bargaining table concerning this article, since Parks Canada did not have the opportunity to do so during the abbreviated bargaining process.

The Agency requests that any recommendation by this Commission be mindful of the four-year duration pattern already established in negotiations by the CPA.

APPENDIX A- ANNUAL RATES OF PAY AND PAY NOTES

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

BARGAINING AGENT PROPOSAL

General

All Allowances and Temporary Incentives currently contained in the agreement shall remain in force and be renewed for the life of the new collective agreement except as indicated by the following revisions, additions and deletions. Unless otherwise specified, all adjustments to salaries to occur August 5, 2018, prior to the application of the 2018 annual economic increase, and in the following order:

- 1) Roll into salary of certain terminable allowances;
- 2) Harmonization up of salaries with the Core Public Service for certain Groups;
- 3) Application of the Law Enforcement Adjustment;
- 4) "Housekeeping" changes to GL sub-group pay grids;
- 5) Application of the 2018 annual economic increase.

Specific Wage Adjustments

The Union seeks to restore appropriate relationships between and among classifications and occupations within the federal public service. To that end, the Union proposes that the Parks Canada 2018 salaries for the following classifications be adjusted to match the higher 2018 salaries of their counterparts at the Core Public Administration, and that such adjustments become effective August 5, 2018.

AR-Architecture and Town Planning Group – match TB NR Group rates for AR (1.00%-1.25% increase, depending on level)

EG-Engineering and Scientific Support Group – match TB TC Group rates for EG (1.16% average increase)

HR-Historical Research – match TB RE Group rates for HR (deletion of App. H Terminable Allowance – approx. .26% increase)

GT-General Technical – Law Enforcement Adjustment (17% increase and deletion of App. G Terminable Allowance)

Law Enforcement Adjustment

Park Wardens are law enforcement professionals that are highly trained and must maintain high standards of fitness and performance throughout their careers. They perform similar duties to other, higher paid enforcement groups in the federal public service such as:

- Environment Canada – Wildlife Officers;
- Environment Canada – Environmental Enforcement Officers;
- Canada Border Services Agency – Border Services Officers.

As shown below, GT-04 and GT05 Park Wardens are significantly behind their law enforcement colleagues (up to 15.5% for GT-04 Park Wardens and up to 27.1% for GT-05 Park Wardens) in other departments and agencies.

Park Warden Pay Comparison – 2017 Rates

Occupation	Annual Maximum Salary	Difference
Park Warden	71,340	
Wildlife Enforcement Officer	79,832	11.9%
Border Services Officer	82,411	15.5%
Park Warden Supervisor	80,071	
Wildlife Enforcement Supervisor	101,794	27.1%

Border Services Supervisor	94,232	17.7%
----------------------------	--------	-------

To ensure comparability and competitiveness in terms and conditions of employment with similar occupations, the Union proposes the creation of Park Warden specific sub-group within the GT classification and a 17% salary increase effective August 5, 2018.

Housekeeping

The Union proposes the following amendments to clean-up and consolidate GL sub-group grids, based on incumbent payroll data as of July 2018.

Two-Tier Grids (Step 1, Step 2)

- **GL COI** – 2 tier grid at PCA, TB has COI 09 to 14; no PCA incumbents;
 - *Remove PCA Step 1 grid.*

- **GL EIM** – 2 tier grid at PCA, TB has EIM 09 to 14; 30 PCA incumbents;
 - EIM 09 Step 1 grid matches TB EIM 09 (no PCA incumbents);
 - EIM 10 Step 2 grid matches TB EIM 10;
 - EIM 11 – 14 Step 2 grid matches TB EIM 11-14.
 - *Consolidate EIM 09 into Step 2 grid, delete Step 1.*

- **GL PIP** – 2 tier grid at PCA, TB has PIP 09 to 14;
 - 26 PIP 10; 2 on Step 1 grid, 24 on Step 2.
 - *Remove Step 1, move 2 employees to Step 2.*

- **GL PRW** – 2 tier grid at PCA, TB has PRW 05 to 14;
 - 20 PRW 09; all on Step 2 grid;
 - 5 PRW 10; 4 on Step 2, one unidentified (salary protected?).
 - *Remove Step 1 grid, or at least PRW 01 to 04 and consolidate.*

- **GL WOW** –2 tier grid at PCA, TB has WOW 09 to 14;

- 1 WOW 09; on Step 2 grid;
- 65 WOW 10; 61 on Step 2 grid, 4 unidentified.

- **Consolidate into one grid WOW 09 to 14.**

Removing Unused Pay Grids/Steps

- **GL BOB** – no longer in use at Treasury Board; no PCA incumbents.
 - **Remove BOB grid from PCA.**

- **GL ELE** – matches TB ELE rates; no incumbents at PCA.
 - **Remove ELE grid from PCA.**

- **GL MAM** – TB grid has MAM 05 to 14, PCA has MAM 01 to 14 (rates match);
 - 1 incumbent MAM 07;
 - 2 incumbents MAM 09;
 - 1 incumbent MAM 11.

 - **Remove MAM 01 to 04 to match TB.**

- **GL VHE** – TB grid has VHE 08 to 14; PCA rates match 08 to 14;
 - 47 VHE 10;
 - 2 VHE 11.

 - **Remove VHE 01 to 07 to match TB.**

Economic increases

The Union proposes the following annual economic increases to all rates of pay for all bargaining unit employees:

1. Effective August 5, 2018: 3.50%.
2. Effective August 5, 2019: 3.50%.
3. Effective August 5, 2020: 3.50%.

APPENDIX "A"- PAY NOTES

PAY NOTES FOR ALL CLASSIFICATIONS

A) PAY INCREMENTS – GENERAL (See SPECIFIC notes for exceptions)

1. Full-Time and Part-Time Employees

- (a) The pay increment period for employees is twelve (12) months. A pay increment shall be to the next rate in the scale of rates.
- (b) The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service on or after the date of signing of this agreement shall be the anniversary date of such appointment.
- (c) For employees appointed prior to the date of signing of this agreement, their anniversary date will be the date on which the employee received his or her last pay increment.

2. Term Employees (Full-Time and Part-Time): Entitlement for an increment after twelve (12) months of cumulative service with the Agency

- (a) An employee appointed to a term position within the Agency shall receive an increment after having reached twelve (12) months of cumulative service with the Agency, at the same occupational group and level.
- (b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, "cumulative" means all service, whether continuous or discontinuous, with the Agency at the same occupational group and level.
- (c) **Term employees appointed to an indeterminate position at the same group and level, shall not be paid less than their previous salary as a Term employee, and shall maintain all increment levels, regardless of a break in service.**

B) PAY INCREMENTS – SPECIFIC

3. Development or Technological Institute Recruitment Level (TIRL) Pay Ranges

- (a) This pay note applies to employees being paid at the AR-01, AS-DEV, CO-DEV, EG-TIRL, EN-ENG-01, FI-DEV, GT-TIRL, PG-DEV and PM-DEV levels.
- (b) The pay increment period is six (6) months.

(c) For employees in one of the levels listed in (a), an increase at the end of an increment period shall be to a rate in the pay range which is four hundred (\$ 400) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.

4. Partial Development Pay Ranges

- (a) This pay note applies to employees being paid within the development range portion of the BI-01, FO-01, HR-01, and PC-01 levels.
- (b) The pay increment period is six (6) months.
- (c) For employees being paid in the development range portion of one the levels listed in (a), an increase at the end of an increment period shall be to a rate in the pay range which is four hundred (\$ 400) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the development range portion of the level.
- (d) An increase from the developmental range part to the fixed incremental part of the scales for the levels listed in (a) shall take place on the date on which the Agency certifies that the employee should be paid at that rate.
- (e) The pay increment period for the fixed increment portion of the levels listed in (a) is twelve (12) months.

5. Other levels with six (6) month increment periods

- (a) This pay note applies to employees being paid at the following levels: CR-01, DD-01, DD-02 and ST-SCY-01 (up to and including the seventh step).
- (b) The pay increment period is six (6) months.
- (c) The pay increment period for ST-SCY-01 (eighth step and above) is twelve (12) months.

6. Performance Pay Levels

- (a) This pay note applies to employees being paid at the AS-08, ES-08 and PM-07 levels.
- (b) Pay increases within the performance pay ranges listed in (a) shall be in accordance with the directive governing Performance Pay for Represented Employees in the Administrative and Foreign Service Category, except that the term "increment" in the directive shall mean an amount equal to seven hundred and fifty dollars (\$ 750) for

the performance pay ranges in effect during this agreement, provided the maximum of the range is not exceeded.

C) PAY ADJUSTMENTS

7. General

An employee shall, on the relevant effective dates of adjustment to rates of pay, be paid in the "A", "B", or "C", or "D" (if applicable) scale of rates at the rate shown immediately below his or her former rate. For details on lines "X", "Y" and/or "Z", refer to the market adjustments and restructures below.

8. Market Adjustments and Restructures

As negotiated.

9. Developmental and TIRL pay ranges

(a) This pay note applies to employees being paid at a level characterized by a development or TIRL pay range, including the AR-01, AS-DEV, CO-DEV, EG-TIRL, EN-ENG-01, FI-DEV, GT-TIRL and PM-DEV levels, and also including the development pay range portion of the BI-01, FO-01, HR-01 and PC-01 levels.

(b) An employee being paid at one the levels listed in (a) shall, on the relevant effective dates of adjustment to rates of pay, be paid in the "A", "B", or "C", or "D" (if applicable) range at a rate of pay higher than his or her former rate by the following percentages:

Pay Scale	
"A"	1.25% 3.50 %
"B"	1.25% 3.50 %
"C"	1.25% 3.50 %
"D"	1.25 %

10. Performance Pay Ranges

(a) This pay note applies to employees being paid at a classification and level characterized by a performance pay range, including the AS-08, ES-08 and PM-07 levels.

(b) An employee being paid at one the levels listed in (a) shall, on the relevant effective dates of adjustment to rates of pay, be paid in the "A", "B", or "C", or "~~D~~" (if applicable) range at a rate of pay higher than his or her former rate by the following percentages:

Pay Range	
"A"	1.25% 3.50 %
"B"	1.25% 3.50 %
"C"	1.25% 3.50 %
"D"	1.25 %

11. Salary in case of death

If an employee dies, the salary due to the employee on the last working day preceding the employees' death shall continue to accrue to the end of the month in which the employee dies. Salary so accrued which has not been paid to the employee as at the date of the employee's death shall be paid to the employees' estate.

PARKS CANADA COUNTER-PROPOSAL

Parks Canada did not have the opportunity to provide its position at the bargaining table regarding this proposal as it was tabled by the Bargaining Agent on July 16, 2019.

Remarks:

Parks Canada did not have the opportunity to present its proposal regarding Appendix A- Annual rates of pay and pay notes (Pay proposal) of the collective agreement. During the last negotiations session, on July 16, 2019, the Bargaining Agent tabled its pay proposal and then declared the impasse on July 19, 2019.

Consequently, Parks Canada respectfully reserves the right to introduce counter proposals at the bargaining table concerning this appendix (Appendix A- Annual rates of pay and pay notes), since Parks Canada did not have the opportunity to do so during the abbreviated bargaining process.

The Agency requests that any recommendation by this Commission be mindful of the pattern already established in negotiations by the CPA as indicated in Part III of the Agency's brief.

APPENDIX F-MEMORANDUM OF UNDERSTANDING IN RESPECT OF THE ALLOWANCE FOR THE GL – GENERAL LABOUR AND TRADES MACHINERY MAINTAINING SUB-GROUP (MAM)

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)
BARGAINING AGENT'S POSITION
NO CHANGE
PARKS CANADA PROPOSAL
<p>Deletion</p> <p>APPENDIX "F" MEMORANDUM OF UNDERSTANDING IN RESPECT OF THE ALLOWANCE FOR THE GL – GENERAL LABOUR AND TRADES MACHINERY MAINTAINING SUB-GROUP (MAM)</p> <p>1. Effective on the date of signing of the collective agreement, in an effort to address recruitment and retention problems of the GL MAM refrigeration HVAC technicians, the Agency will provide an annual terminable allowance of eight thousand dollars (\$8,000) to incumbents of GL MAM refrigeration HVAC technicians who have refrigeration and air conditioning mechanic certification and perform the duties of GL MAM refrigeration HVAC technician.</p> <p>2. The parties agree that GL MAM refrigeration HVAC technicians shall be eligible to receive an annual "terminable allowance" subject to the following conditions:</p> <p>a. An employee in a position outlined above shall be paid the terminable allowance for each calendar month for which the employee receives at least (80) hours' pay at the GL MAM rates of pay of this appendix;</p> <p>b. The allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement;</p> <p>c. A seasonal employee shall be entitled to the terminable allowance on a pro-rata basis;</p> <p>d. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.</p> <p>3. This Memorandum of Understanding expires on August 4, 2018.</p>

Remarks:

This Appendix was introduced in the last round of collective bargaining (2014-2018) to allow Parks Canada to proceed with a national consultation across the Agency to verify if HVAC certification was a required for the duties to be performed by GL-MAM. The intent was to ensure that in the event that GL-MAM functions required an HVAC certification, they would benefit from this allowance. After thorough verification, it was determined that the HVAC certification is not required for the duties to be performed at Parks Canada.

In light of the above, Parks Canada recommends the deletion of Appendix F - MOU in respect of the allowance for the GL-General Labour and trades machinery maintaining sub-group (MAM).

APPENDIX G- ALLOWANCE FOR LAW ENFORCEMENT OFFICERS

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

**APPENDIX "G"
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE ALLIANCE)
IN RESPECT OF THE ALLOWANCE
FOR THE GT – GENERAL TECHNICAL GROUP
WORKING AS LAW ENFORCEMENT OFFICERS**

1. The Agency will provide an annual allowance to incumbents of General Technical (GT) group positions, GT-04 and GT-05 levels, for the performance of their duties as listed below.
2. The parties agree that GT employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions.
 - a) Effective August 5, 2016, GT employees who perform duties of Enforcement Officers and who are fully designated with Peace Officer powers shall be eligible to receive an annual allowance to be paid bi-weekly;
 - b) The allowance shall be paid in accordance with the following table:

Annual allowance: General Technical (GT)

Positions	Annual allowance
GT-04	\$3,000
GT-05	\$3,000

- c) The allowance specified above does not form part of an employee's salary.
3. An employee in a position outlined above shall be paid the annual allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
4. Seasonal and part-time employees shall be entitled to the allowance on a pro-rata basis.

5. This Memorandum of Understanding expires on August 4, 2018.

Signed at Ottawa, this 31st day of the month of May 2018.

BARGAINING AGENT COUNTER-PROPOSAL

GT-General Technical – Law Enforcement Adjustment (17% increase and deletion of App. G Terminable Allowance)

Law Enforcement Adjustment

Park Wardens are law enforcement professionals that are highly trained and must maintain high standards of fitness and performance throughout their careers. They perform similar duties to other, higher paid enforcement groups in the federal public service such as:

- Environment Canada – Wildlife Officers;
- Environment Canada – Environmental Enforcement Officers;
- Canada Border Services Agency – Border Services Officers.

As shown below, GT-04 and GT05 Park Wardens are significantly behind their law enforcement colleagues (up to 15.5% for GT-04 Park Wardens and up to 27.1% for GT-05 Park Wardens) in other departments and agencies.

Park Warden Pay Comparison – 2017 Rates

Occupation	Annual Maximum Salary	Difference
Park Warden	71,340	
Wildlife Enforcement Officer	79,832	11.9%
Border Services Officer	82,411	15.5%
Park Warden Supervisor	80,071	

Wildlife Enforcement Supervisor	101,794	27.1%
Border Services Supervisor	94,232	17.7%

To ensure comparability and competitiveness in terms and conditions of employment with similar occupations, the Union proposes the creation of Park Warden specific sub-group within the GT classification and a 17% salary increase effective August 5, 2018.

PARKS CANADA PROPOSAL

- ****
1. The Agency will provide an annual allowance to incumbents of General Technical (GT) group positions, GT-04 and GT-05 levels, for the performance of their duties as listed below.
 2. The parties agree that GT employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions.
 - a) ~~Effective~~ **Commencing on August 5, 20168**, GT employees who perform duties of Enforcement Officers and who are fully designated with Peace Officer powers shall be eligible to receive an annual allowance to be paid bi-weekly;
 - b) The allowance shall be paid in accordance with the following table:

Annual allowance: General Technical (GT)

Positions	Annual allowance
GT-04	\$3,000
GT-05	\$3,000
 - c) The allowance specified above does not form part of an employee's salary.
 3. An employee in a position outlined above shall be paid the annual allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
 4. Seasonal and part-time employees shall be entitled to the allowance on a pro-rata basis.
 5. This Memorandum of Understanding expires on August 4, ~~2018~~ **2022**.

Remarks:

The Bargaining Agent counter-proposal on Appendix G - Allowance for Law Enforcement Officer was tabled as part as their pay proposal on July 16, 2019. On Friday July 19, 2019 Parks Canada was informed that the PSAC was declaring an impasse in our collective bargaining negotiations.

Consequently, Parks Canada respectfully reserves the right to introduce counter proposals at the bargaining table concerning this Appendix, since Parks Canada did not have the opportunity to do so during the abbreviated bargaining process.

This is also addressed In Part III of the Parks Canada brief.

APPENDIX H ALLOWANCE FOR HISTORICAL RESEARCH GROUP

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

**APPENDIX "H"
MEMORANDUM OF UNDERSTANDING
BETWEEN THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE
OF CANADA
(HEREINAFTER CALLED THE PSAC)
IN RESPECT OF CERTAIN EMPLOYEES OCCUPYING POSITIONS CLASSIFIED IN
THE HISTORICAL RESEARCH (HR) OCCUPATIONAL GROUP**

1. In an effort to reduce retention and recruitment problems, the Agency will provide an Allowance to incumbents of HR positions for the performance of historical research duties.
2. The parties agree that HR employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:
 - (a) Commencing on August 5, 2014 and ending August 4, 2018, the employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid bi-weekly;
 - (b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eighty-eight (260.88);

TERMINABLE ALLOWANCE

Effective August 5, 2014 until August 4, 2018

Annual Amount: \$4,000 Daily Amount: \$15.33

- (c) The Terminable Allowance specified above does not form part of an employee's salary.
- (d) The Terminable Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this existing collective agreement.

3. A part-time HR employee shall be paid the equivalent of the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his or her hourly rate of pay pursuant to clause 56.02.
4. The employee shall not be entitled to the Allowance for periods he or she is on leave without pay, under suspension or on strike.
5. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
6. This Memorandum of Understanding expires on August 4, 2018.

Signed at Ottawa, this 31st day of the month of May 2018.

BARGAINING AGENT COUNTER-PROPOSAL

HR-Historical Research – match TB RE Group rates for HR (deletion of App. H Terminable Allowance – approx. .26% increase)

PARKS CANADA PROPOSAL

1. In an effort to reduce retention and recruitment problems, the Agency will provide an Allowance to incumbents of HR positions for the performance of historical research duties.
2. The parties agree that HR employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:
 - (a) Commencing on August 5, 2014~~8~~ and ending August 4, 201~~8~~~~22~~, the employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid bi-weekly;
 - (b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eighty-eight (260.88);

TERMINABLE ALLOWANCE

Effective August 5, 2014~~8~~ until August 4, 201~~8~~**22**

Annual Amount: \$4,000

Daily Amount: \$15.33

- (c) The Terminable Allowance specified above does not form part of an employee's salary.
 - (d) The Terminable Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this existing collective agreement.
3. A part-time HR employee shall be paid the equivalent of the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his or her hourly rate of pay pursuant to clause 56.02.
 4. The employee shall not be entitled to the Allowance for periods he or she is on leave without pay, under suspension or on strike.
 5. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
 6. This Memorandum of Understanding expires on August 4, ~~2018~~ **2022**.

Remarks:

The Bargaining Agent counter-proposal on Appendix H - Allowance for HR Historical Research Group was tabled as part as their pay proposal on July 16, 2019. On Friday July 19, 2019, Parks Canada was informed that the PSAC was declaring an impasse in our collective bargaining negotiations.

Consequently, Parks Canada respectfully reserves the right to introduce counter proposals at the bargaining table concerning this Appendix, since Parks Canada did not have the opportunity to do so during the abbreviated bargaining process.

This is also addressed in Part III of the Agency's brief.

APPENDIX J MEMORANDUM OF UNDERSTANDING IN RESPECT OF THE JOINT LEARNING PROGRAM

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

BARGAINING AGENT PROPOSAL

PSAC proposes to delete the current language under Appendix J and replace with the following:

This memorandum is to give effect to the agreement reached between the Agency and the Public Service Alliance of Canada with respect to a joint learning program for Parks Canada employees.

The parties believe that a joint learning initiative to improve union-management relations and to foster a healthy work environment should be developed in partnership with the PSAC-TBS Joint Learning Program (JLP).

To this end, the Agency agrees to set aside one hundred and fifty thousand dollars (\$150,000) for a joint learning program initiative for Parks Canada employees. The parties agree to jointly approach the PSAC-TBS JLP to establish a framework with the goal of making the PSAC-TBS JLP program available to Parks Canada employees.

The parties agree to appoint an equal number of PSAC and Employer representatives to develop the framework agreement with the PSAC-TBS JLP within sixty (60) days of the signing of the collective agreement.

PARKS CANADA COUNTER-PROPOSAL

Deletion

~~APPENDIX "J" MEMORANDUM OF UNDERSTANDING IN RESPECT OF THE JOINT LEARNING PROGRAM~~

~~This MOU between the Agency and the Alliance represents an agreement between the two parties with respect to a joint learning program for Parks Canada employees.~~

~~The Agency and the PSAC agree to set up a pilot project with respect to a joint learning program (PCA-PSAC JLP).~~

~~The Agency agrees to fund the PCA-PSAC pilot JLP, as agreed to by the PCA-PSAC Joint Steering Committee. Furthermore, the parties agree to establish a PCA-PSAC joint steering committee made up of an equal number of representatives of PCA and PSAC in order to govern the JLP pilot project. Some specific issues to be taken into consideration in developing the JLP pilot project are operational considerations at PCA, for example the seasonality of the workforce.~~

Remarks:

The Bargaining Agent did not provide a rationale to justify this proposal.

While Parks Canada is not in specific agreement with the Bargaining Agent's demand, the Agency is of the view that the parties have not bargained sufficiently on this issue, and wishes to pursue negotiations on this matter.

Parks Canada did not have the opportunity to provide its position at the bargaining table regarding this proposal.

APPENDIX K- WORK FORCE ADJUSTMENT

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

****GENERAL**

Application
Collective Agreement
Objectives
Definitions

**** PART I ROLES AND RESPONSIBILITIES**

1.1 Agency
1.2 Employees

****PART II OFFICIAL NOTIFICATION**

****PART III RELOCATION OF A WORK UNIT**

PART IV RETRAINING

4.1 General
4.2 Surplus Employees
4.3 Laid-off persons

PART V SALARY PROTECTION

5.1 Lower-level position

PART VI OPTIONS FOR EMPLOYEES

6.1 General
6.2 Alternation
6.3 Options
6.4 Retention payment

PART VII SPECIAL PROVISIONS REGARDING ALTERNATE DELIVERY INITIATIVES

Preamble
7.1 Definitions
7.2 General
7.3 Responsibilities
7.4 Notice of alternative delivery initiatives
7.5 Job offers from new employers

- 7.6 Application of other provisions of the appendix
- 7.7 Lump-sum payments and salary top-up allowances
- 7.8 Reimbursement
- 7.9 Vacation leave credits and severance pay

ANNEX A - STATEMENT OF PENSION PRINCIPLES

ANNEX B

General

Application

This appendix applies to all indeterminate employees represented by the Public Service Alliance of Canada working for the Parks Canada Agency. Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

Collective agreement

With the exception of those provisions covered by the Parks Canada Staffing Policies, this Appendix is part of this agreement. Notwithstanding the Job Security article, in the event of conflict between the present Work Force Adjustment Appendix and that article, the present Work Force Adjustment Appendix will take precedence.

Objectives

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

To this end, every indeterminate employee whose services will no longer be required because of a work force adjustment situation and for whom the Chief Executive Officer knows or can predict employment availability will receive a guarantee of a reasonable job offer within the Agency. Those employees for whom the Chief Executive Officer cannot provide the guarantee will have access to transitional employment arrangements (as per Part VI and VII).

In the case of surplus employees for whom the Chief Executive Officer cannot provide the guarantee of a reasonable job offer within the Agency, the Agency is committed to assist these employees in finding alternative employment in the Public Service (Schedules I, IV or V of the *Financial Administration Act* (FAA)).

Definitions:

Accelerated lay-off occurs when a surplus employee makes a request to the Chief Executive Officer, in writing, to be laid off at an earlier date than that originally scheduled, and the Chief Executive Officer concurs. Lay-off entitlements begin on the actual date of lay-off. (Mise en disponibilité accélérée)

Affected employee is an indeterminate employee who has been informed in writing that his/her services may no longer be required because of a work force adjustment situation. (Employé touché)

Alternation occurs when an opting employee (not a surplus employee) who wishes to remain in the Agency exchanges positions with a non-affected employee (the alternate) willing to leave the Agency with a Transition Support Measure or with an Education Allowance. (Échange de postes)

Alternative delivery initiative is the transfer of any work, undertaking or business of the Agency to any body or corporation that is outside the Agency. (Diversification des modes d'exécution)

Chief Executive Officer (CEO) has the same meaning as in the definition of "Chief Executive Officer" set out in section 2 of the *Parks Canada Agency Act*, and also means his or her designate as per section 12 (4) of the *Parks Canada Agency Act*. (Directeur général de l'Agence (DGA))

**

Education Allowance is one of the options provided to an indeterminate employee affected by normal work force adjustment for whom the Chief Executive Officer cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution, book and mandatory equipment costs, up to a maximum of \$ 15,000. (Indemnité d'étude)

Guarantee of a reasonable job offer is a guarantee of an offer of indeterminate employment within the Agency provided by the Chief Executive Officer to an indeterminate employee who is affected by work force adjustment. The Chief Executive Officer will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom he or she knows or can predict employment availability in the Agency. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this appendix. (Garantie d'une offer d'emploi raisonnable)

Laid-off person is a person who has been laid off pursuant to section 13 of the *Parks Canada Agency Act* and who still retains a lay-off priority. (Personne mise en disponibilité) Lay-off notice is a written notice of lay-off to be given to a surplus employee at least one month before the scheduled lay-off date. This period is included in the surplus period. (Avis de mise en disponibilité)

Lay-off priority a person who has been laid off is entitled to a priority for appointment on the basis of individual merit without recourse to a position in the Agency for which, in the opinion of the Chief Executive Officer, they are qualified. This priority is accorded for one year following the lay-off date pursuant to the Parks Canada's Staffing Policy, Section 4.1 or following the termination date pursuant to the *Parks Canada Agency Act*, Section 13. (Priorité de mise en disponibilité)

Opting employee is an indeterminate employee whose services will no longer be required because of a work force adjustment situation and who has not received a guarantee of a reasonable job offer from the Chief Executive Officer and who has 120 days to consider the Options of Part 6.3 of this appendix. (Employé optant)

Pay has the same meaning as "rate of pay" in this agreement. (Rémunération)

Priority administration system is a system designed by the Agency to facilitate appointments within the Agency of individuals entitled to priorities under this appendix. (Système d'administration des priorités)

Public Service means any department, agency or employer specified in Schedules I, IV, or V of the *Financial Administration Act* (FAA).

Reasonable job offer (Offre d'emploi raisonnable) is an offer of indeterminate employment within the Agency, normally at an equivalent level but could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee's normal workplace, as defined in the Parks Canada Travel Policy. In Alternative Delivery situations, a reasonable offer is one that meets the criteria set out in Type 1 and Type 2 of Part VII of this appendix. A reasonable job offer is also an offer from a Public Service employer, provided 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 the offer.

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

Reinstatement priority is a priority for appointment pursuant to the Parks Canada Staffing Policy accorded by the Agency to certain employees salary-protected under this appendix for the purpose of assisting such persons to re-attain an appointment level equivalent to that from which they were declared surplus. (Priorité de réintégration)

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

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

Retraining is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the Agency. (Recyclage)

Surplus employee is an indeterminate employee who has been formally declared surplus, in writing, by the Chief Executive Officer. (Employé excédentaire)

Surplus priority is a priority in appointment accorded by the Chief Executive Officer to surplus employees to permit them to be appointed to other positions in the Agency on the basis of individual merit without recourse. (Priorité d'employé excédentaire)

Surplus status means an indeterminate employee is in surplus status from the date he/she is declared surplus until the date of lay-off, until he or she is indeterminately appointed to another position, until his or her surplus status is rescinded, or until the person resigns. (Statut d'employé excédentaire)

Transition Support Measure is one of the options provided to an opting employee for whom the Agency cannot guarantee a reasonable job offer. The Transition Support Measure is a cash payment

based on the employee's years of service as per Annex B. Years of service is the combined years of service in the Public Service immediately prior to appointment to the Agency, for which he or she was not granted a Transition Support Measure, plus years of service with the Agency. (Mesure de soutien à la transition)

Twelve-month surplus priority period in which to secure a reasonable job offer is one of the options provided to an opting employee for whom the Chief Executive Officer cannot guarantee a reasonable job offer. (Priorité d'employé excédentaire d'une durée de douze mois pour trouver une offre d'emploi raisonnable)

Work force adjustment is a situation that occurs when the Chief Executive Officer decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation in which the employee does not wish to relocate or an alternative delivery initiative. (Réaménagement des effectifs)

Roles and Responsibilities

1.1 Agency

1.1.1 Since indeterminate employees who are affected by work force adjustment situations are not themselves responsible for such situations, it is the responsibility of the Chief Executive Officer to ensure that they are treated equitably and, whenever possible, given every reasonable opportunity to continue their careers as Agency employees.

1.1.2 The Agency shall carry out effective human resource planning to minimize the impact of work force adjustment situations on indeterminate employees and on the Agency.

**

1.1.3 The Agency shall establish work force adjustment committees, where appropriate, to manage the work force adjustment situations within the Agency. Terms of reference of such committees shall include a process for addressing alternation requests.

1.1.4 The Agency shall establish systems to facilitate redeployment or retraining of the Agency's affected employees, surplus employees, and laid-off persons.

1.1.5 When the Agency determines that the services of an employee are no longer required beyond a specified date due to lack of work or discontinuance of a function, the Chief Executive Officer shall advise the employee, in writing, that his or her services will no longer be required.

Such a communication shall also indicate if the employee:

- (a) is being provided a guarantee of a reasonable job offer from the Agency and that the employee will be in surplus status from that date on,
or
- (b) is an opting employee and has access to the Options of Section 6.3 of this appendix because the employee is not in receipt of a guarantee of a reasonable job offer from the Agency.

Where applicable, the communication should also provide the information relative to the employee's possible lay-off date.

1.1.6 The Chief Executive Officer will be expected to provide a guarantee of a reasonable job offer for those employees subject to work force adjustment for whom they know or can predict employment availability in the Agency.

1.1.7 Where the Chief Executive Officer cannot provide a guarantee of a reasonable job offer, the Chief Executive Officer will provide 120 days to consider the three Options outlined in Part VI of this appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected Option (A), twelve-month surplus priority period in which to secure a reasonable job offer.

1.1.8 The Chief Executive Officer shall make a determination to either provide a guarantee of a reasonable job offer or access to the Options set out in 6.3 of this appendix, upon request of any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

1.1.9 The Agency shall advise and consult with the Alliance representatives as completely as possible regarding any work force adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Alliance the name and work location of affected employees.

1.1.10 Where an employee is not considered suitable for appointment, the Chief Executive Officer shall advise the employee and the Alliance of that decision, indicating the reasons for the decision together with any enclosures.

1.1.11 The Agency shall provide the employee with a copy of this appendix simultaneous with the official notification to an employee affected to whom this appendix applies that he or she has become subject to work force adjustment.

1.1.12 The Agency shall apply this appendix as to keep actual involuntary lay-offs to a minimum, and lay-offs shall normally only occur where an individual has refused a reasonable job offer, or is not mobile, or cannot be retrained within two years, or is laid-off at his or her own request.

1.1.13 The Agency is responsible to counsel and advise the affected employees on their opportunities of finding continuing employment in the Agency.

1.1.14 Appointment of surplus employees to alternative positions, whether 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. The Agency shall avoid appointment to a lower level except where all other avenues have been exhausted.

1.1.15 The Agency is to presume that each employee wishes to be reappointed unless the employee indicates the contrary in writing.

1.1.16 The Agency shall relocate surplus employees and laid-off individuals, if necessary.

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

- there are no local available priority persons, qualified and interested in the position being filled; or
- no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

1.1.18 The cost of traveling to interviews for possible appointments within the Public Service and of relocation to the new location shall be borne by the Agency. Such cost shall be consistent with the Travel Policy and Integrated Relocation Program Pilot.

1.1.19 For the purposes of the Integrated Relocation Program Pilot, surplus employees and laid off persons who relocate under this appendix shall be deemed to be employees on employer requested relocations. The general rule on minimum distances for relocation applies.

1.1.20 For the purposes of the Travel Policy, laid-off persons traveling to interviews for possible reappointment to the Agency are deemed to be "other persons traveling on government business."

1.1.21 For the priority period, the Agency shall pay the salary costs, and other authorised costs such as tuition, travel, relocation, and retraining for surplus employees and laid-off persons, as provided for in this appendix; all authorised costs of termination; and salary protection upon lower-level appointment.

1.1.22 The Agency shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position in the Agency under this appendix.

1.1.23 The Agency shall retain records of the results of all referrals made under this appendix, whether such referrals are for immediate appointment, for retraining designed to qualify individuals for appointment, or for anticipated vacancies.

1.1.24 The Agency shall review the use of private temporary employment services, consultants, contractors, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, the Agency shall not re-engage such temporary employment services personnel, consultants or contractors nor renew the employment of such employees referred to above where such action would facilitate the appointment of surplus employees or laid-off persons.

1.1.25 Nothing in the foregoing shall restrict the Agency's right to engage or appoint persons to meet short-term, non-recurring requirements. Surplus and laid-off persons shall be given priority even for these short-term work opportunities.

1.1.26 The Agency may lay off an employee at a date earlier than originally scheduled when the surplus employee requests them to do so in writing.

**

1.1.27 The Agency shall provide surplus employees with a lay-off notice at least one month before the proposed lay-off date, if appointment efforts have been unsuccessful. A copy of this notice shall be provided to the National President of the Alliance.

1.1.28 When a surplus employee refuses a reasonable job offer, he or she shall be subject to layoff one month after the refusal, however not before six months after the surplus declaration date.

1.1.29 The Agency shall inform and counsel affected and surplus employees as early and as completely as possible and shall, in addition, assign a counsellor to each opting and surplus employee and laid-off person to work with them throughout the process. Such counselling is to include explanations and assistance concerning:

- (a) the work force adjustment situation and its effect on that individual;
- (b) the work force adjustment appendix;
- (c) the Agency's Priority Administration System and how it works from the employee's perspective (referrals, interviews or "boards", feedback to the employee, follow-up by the Agency, how the employee can obtain job information and prepare for an interview, etc.);
- (d) preparation of a curriculum vitae or resume;
- (e) the employee's rights and obligations;
- (f) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- (g) alternatives that might be available to the employee (the alternation process, appointment, relocation, retraining, lower-level employment, term employment, retirement including possibility of waiver of penalty if entitled to an annual allowance, Transition Support Measure, Education Allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
- (h) the likelihood that the employee will be successfully appointed;
- (i) the meaning of a "guarantee of reasonable job offer", a "twelve-month surplus priority period in which to secure a reasonable job offer", a "Transition Support Measure" and an "Education Allowance";
- (j) advise employees to seek out proposed alternations and submit requests for approval as soon as possible after being informed that they will not be receiving a guarantee of a reasonable job offer;
- (k) preparation for interviews with prospective employers;
- (l) feedback when an employee is not offered a position for which he or she was referred;

- (m) repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- (n) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;
- (o) the assistance to be provided in finding alternative employment in the Public Service (Schedules I, IV or V of the *Financial Administration Act* (FAA)) to a surplus employee for whom the Chief Executive Officer cannot provide a guarantee of a reasonable job offer within the Agency;
- (p) advising employees of the right to be represented by the Alliance in the application of this appendix.

1.1.30 The Agency shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by the responsible managers and the employee.

1.1.31 Severance pay and other benefits flowing from other clauses in this collective agreement are separate from, and in addition to, those in this appendix.

1.1.32 Any surplus employee who resigns under this appendix shall be deemed, for the purposes of severance pay and retroactive remuneration, to be involuntarily laid off on the day as of which the Chief Executive Officer accepts in writing the employee's resignation.

1.1.33 The Agency shall establish and modify staffing policies and procedures to ensure the most effective and efficient means of maximizing the reappointment of surplus employees and the appointment of laid-off persons to positions in the Agency.

1.1.34 The Agency shall determine, to the extent possible, the occupations in which there are skill shortages for which surplus employees or laid-off persons could be retrained.

1.1.35 The Agency shall actively market surplus employees and laid-off persons unless the individuals have advised the Agency in writing that they are not available for appointment.

1.1.36 The Agency will review the status of each affected employee annually, or earlier, from the date of initial notification of affected status and determine whether the employee will remain on affected status or not.

1.1.37 The Agency will notify the affected employee in writing, within five (5) working days of the decision pursuant to subsection 1.1.36.

1.1.38 The Agency shall provide information directly to the Alliance on the numbers and status of their members who are in the Priority Administration System through reports to the Alliance.

1.1.39 The Agency shall, wherever possible, ensure that reinstatement priority is given to all employees who are subject to salary protection.

1.2 Employees

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

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

- (a) actively seeking alternative employment in co-operation with the Agency, unless they have advised the Agency, in writing, that they are not available for appointment;
- (b) seeking information about their entitlements and obligations;
- (c) providing timely information to the Agency to assist them in their appointment activities (including curriculum vitae or resumes);
- (d) ensuring that they can be easily contacted by the Agency and attending appointments related to referrals;
- (e) seriously considering job opportunities presented to them, including retraining and relocation possibilities, specified period appointments and lower-level appointments.

1.2.3 Opting employees are responsible for:

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

Part II Official Notification

**

2.1 In any work force adjustment situation involving indeterminate employees covered by this Appendix, the Chief Executive Officer shall notify the National President of the Alliance. Such notification is to be in writing, in confidence and at the earliest possible date and under no circumstances two (2) working days before any employee is notified of the workforce adjustment situation.

2.2 Such notification will include the identity and location of the work unit(s) involved, the expected date of the announcement, the anticipated timing of the workforce adjustment situation and the number, group and level of the employees who are likely to be affected by the decision.

Part III Relocation of a work unit

3.1.1 In cases where a work unit is to be relocated, the Agency shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a work force adjustment situation.

3.1.2 Following written notification, employees must indicate, within a period of six months, their intention to move. If the employee's intention is not to move with the relocated position, the Agency can either provide the employee with a guarantee of a reasonable job offer or access to the Options set out in section 6.3 of this appendix.

3.1.3 Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.16 to 1.1.20.

3.1.4 Although the Agency will endeavour to respect employee location preferences, nothing precludes the Agency from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer from the Chief Executive Officer, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

3.1.5 Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the Options set out in Part VI of this appendix.

Part IV Retraining

4.1 General

4.1.1 To facilitate the redeployment of affected employees, surplus employees, and laid-off persons, the Agency shall make every reasonable effort to retrain such persons for:

- (a) existing vacancies,
- or
- (b) anticipated vacancies identified by management.

4.1.2. It is the responsibility of the employee and the Agency to identify retraining opportunities pursuant to subsection 4.1.1.

4.1.3 When a retraining opportunity has been identified, the Chief Executive Officer shall approve up to two (2) years of retraining.

4.2 Surplus Employees

4.2.1 A surplus employee is eligible for retraining provided:

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

and

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

4.2.2 The Agency is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the Chief Executive Officer. The Agency is responsible for informing the employee in a timely fashion if a retraining proposal submitted by the employee is not approved. Upon request of the employee, feedback regarding the decision will be provided in writing.

4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee.

4.2.4 While on retraining, a surplus employee continues to be employed by the Agency and is entitled to be paid in accordance with his or her current appointment, unless the Agency is willing to appoint the employee indeterminately, conditional on successful completion of retraining, in which case the retraining plan shall be included in the letter of offer.

4.2.5 When a retraining plan has been approved and the surplus employee continues to be employed by the Agency, the proposed lay-off date shall be extended to the end of the retraining period, subject to 4.2.3.

4.2.6 An employee unsuccessful in retraining may be laid off at the end of the surplus period, provided that the Agency has been unsuccessful in making the employee a reasonable job offer.

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

4.3 Laid-off persons

4.3.1 A laid-off person shall be eligible for retraining, with the approval of the Agency, providing:

- (a) retraining is needed to facilitate the appointment of the individual to a specific vacant position;
- (b) the individual meets the minimum requirements set out in the relevant Selection Standard for appointment to the group concerned;
- (c) there are no other available persons with a priority who qualify for the position;

and

(d) the Agency cannot justify a decision not to retrain the individual.

4.3.2 When an individual is offered an appointment conditional on successful completion of retraining, a retraining plan reviewed by the Agency shall be included in the letter of offer. If the individual accepts the conditional offer, he or she will be appointed on an indeterminate basis to the full level of the position after having successfully completed training and being assessed as qualified for the position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off, the employee will be salary protected in accordance with Part V.

Part V Salary Protection

5.1 Lower-level position

5.1.1 Surplus employees and laid-off persons appointed to a lower-level position under this appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this agreement, or, in the absence of such provisions, the appropriate provisions of the *Regulations Respecting Pay on Reclassification or Conversion*.

5.1.2 Employees whose salary is protected pursuant to paragraph 5.1.1 will continue to benefit from salary protection until such time as they are appointed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

Part VI Options for employees

6.1 General

6.1.1 The Agency will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict employment availability. If the Chief Executive Officer cannot provide such a guarantee, he or she shall provide his or her reasons in writing, if requested by the employee. Employees in receipt of this guarantee would not have access to the choice of Options below.

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer have 120 days to consider the three (3) Options below before a decision is required of them.

6.1.3 The opting employee must choose, in writing, one of the three Options of section 6.3 of this appendix within the 120-day window. The employee cannot change Options once having made a written choice.

6.1.4 If the employee fails to select an Option, the employee will be deemed to have selected Option (a), Twelve-month surplus priority period in which to secure a reasonable job offer at the end of the 120-day window.

6.1.5 If a reasonable job offer which does not require a relocation is made at any time during the 120-day opting period and prior to the written acceptance of the Transition Support Measure (TSM) or the Education Allowance Option, the employee is ineligible for the TSM, the pay in lieu of unfulfilled surplus period or the Education Allowance.

**

6.1.6 A copy of any letter issued by the Agency under this part or notice of lay-off pursuant to the *Parks Canada Agency Act* shall be sent forthwith to the National President of the Alliance.

**

6.2 Voluntary Departure Process

The Agency shall establish a voluntary departure process for the purpose of minimizing instances of involuntary departures due to workforce adjustment and maintaining employment continuity for employees to the extent possible. The process shall be guided by the following principles:

- a) Ongoing meaningful consultation through a joint union-management WFA committee shall contribute to the process;
- b) Shall have the purpose of achieving, but not exceeding reduction targets;
- c) Where reasonably possible, the number of positions for reduction will be identified as per Part II (Official Notification) in advance of the process;
- d) Shall take into consideration the existing internal mechanisms as well as best practices from the Core Public Administration beneficial to the employees and the Agency's operating context;
- e) Take place after all affected letters have been delivered to employees unless the committee recommends an alternate course of action;
- f) Provide for a minimum of thirty (30) calendar days for employees to decide whether they wish to participate;
- g) Allow employees to select an option under Section 6.4.1; (b), (c)(i) or (ii);
- h) When the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on an equitable set of criteria, including years of public service, communicated to employees in advance of the request to volunteer.

6.3 Alternation

The Agency will develop and implement an alternation process.

6.3.1 An alternation occurs when an opting employee who wishes to remain in the Agency exchanges positions with a non-affected employee (the alternate) willing to leave the Agency under the terms of Part VI of this appendix.

6.3.2 Only an opting employee, not a surplus one, may alternate into an indeterminate position that remains in the Agency.

6.3.3 An indeterminate employee wishing to leave the Agency may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation will result in retaining the skills required to meet the ongoing needs of the position and the Agency.

6.3.4 An alternation must permanently eliminate a function or a position.

6.3.5 The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position, except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five days of the alternation.

6.3.6 An alternation should normally occur between employees at the same group and level. When the two positions are not the same group and level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher paid position is no more than six-per-cent higher than the maximum rate of pay for the lower paid position.

6.3.7 An alternation must occur on a given date, i.e. two (2) employees directly exchange positions on the same day. There is no provision in alternation for a “domino” effect or for “future considerations”.

**

For clarity, alternation will not be denied as a result of untimely administrative processes.

6.4 Options

6.4.1 Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the Agency will have access to the choice of Options below:

- (a) Twelve-month surplus priority period in which to secure a reasonable job offer is time limited. Should a reasonable job offer not be made within a period of twelve months, the employee will be laid off in accordance with the *Parks Canada Agency Act*, Section 13. Employees who choose or are deemed to have chosen this Option are surplus employees.
 - (i) At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the 120-day opting period referred to in 6.1.2 which remains once the employee has selected in writing option (a)
 - (ii) When a surplus employee who has chosen, or who is deemed to have chosen, Option (a) offers to resign before the end of the twelve (12) month surplus priority period, the Chief Executive Officer may authorize a lump-sum payment equal to the surplus employee's regular pay for the balance of the surplus period, up to a

maximum of six (6) months. The amount of the lump-sum payment for the pay in lieu cannot exceed the maximum of that which he or she would have received had they chosen Option (b), the Transition Support Measure.

- (iii) The Agency will make every reasonable effort to market a surplus employee within the employee's surplus period and within his or her preferred area of mobility. The Agency will also make every reasonable effort to market a surplus employee in the Public Service within the employee's normal work location as defined in the Agency Travel Policy.

or

**

- (b) Transition Support Measure (TSM) is a cash payment based on the employee's years of service as per Annex B made to the opting employee. Years of service is the combined years of service in the Public Service immediately prior to appointment to the Agency, for which he or she was not granted a Transition Support Measure, plus years of service with the Agency. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay. The TSM shall be paid in one (1) or two (2) lump sum amounts over a maximum two (2) year period.

or

**

- (c) Education allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than \$15,000 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:

- (i) resign from the Agency but be considered to be laid-off for severance pay purposes on the date of their departure;

or

- (ii) delay their departure date and go on leave without pay for a maximum period of two (2) years, while attending the learning institution. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period. During this period, employees could continue to be public service benefit plan members and contribute both employer and employee share to the benefits plans and the *Public Service Superannuation Plan*. At the end of the two (2) year leave without pay period, unless the employee has found alternate employment in the Agency, the employee will be laid off in accordance with the *Parks Canada Agency Act*, Section 13.

6.4.2 The Agency will establish the departure date of opting employees who choose Option (b) or Option (c) above.

6.4.3 The Transition Support Measure, pay in lieu of unfulfilled surplus period and the Education Allowance cannot be combined with any other payment under the Work Force Adjustment Appendix.

6.4.4 In the cases of pay in lieu of unfulfilled surplus period, Option (b) and (c)(i), the employee relinquishes any priority rights for reappointment upon acceptance of his or her resignation.

6.4.5 Employees choosing Option (c)(ii) who have not provided the Chief Executive Officer with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the Agency, and be considered to be laid-off for purposes of severance pay.

**

6.4.6 All opting employees will be entitled to up to \$1,000 towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

6.4.7 An opting employee who has received pay in lieu of unfulfilled surplus period, a Transition Support Measure or an Education Allowance and is re-appointed to the Agency shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the TSM or Education Allowance was paid.

6.4.8 Notwithstanding paragraph 6.4.7, an opting employee who has received an Education Allowance will not be required to reimburse tuition expenses, costs of books and mandatory equipment, for which he or she cannot get a refund.

6.4.9 The Agency shall ensure that pay in lieu of unfulfilled surplus period is only authorised where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.

6.4.10 If a surplus employee who has chosen, or is deemed to have chosen, Option (a) refuses a reasonable job offer at any time during the twelve (12) month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

6.4.11 Approval of pay in lieu of unfulfilled surplus period is at the discretion of the Chief Executive Officer, but shall not be unreasonably denied.

6.5 Retention payment

6.5.1 There are three situations in which an employee may be eligible to receive a retention payment. These are total facility closures, relocation of work units and alternative delivery initiatives.

6.5.2 All employees accepting retention payments must agree to leave the Agency without priority rights.

6.5.3 An individual who has received a retention payment and, as applicable, is either reappointed to the Agency, or is hired by the new employer within the six (6) months immediately following his or her resignation, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the lump sum was paid.

6.5.4 The provisions of 6.5.5 shall apply in total facility closures where Agency jobs are to cease, and:

- (a) such jobs are in remote areas of the country,
or
- (b) retraining and relocation costs are prohibitive,
or
- (c) prospects of reasonable alternative local employment (whether within or outside the Agency) are poor.

Part VII
Special provisions regarding Alternate Delivery Initiatives
(ADI)

Preamble

The administration of the provisions of this part will be guided by the following principles:

- (a) fair and reasonable treatment of employees;
- (b) value for money and affordability;
and
- (c) maximization of employment opportunities for employees.

7.1 Definitions

For the purposes of this part:

Reasonable job offer is an offer of employment received from a new employer in the case of a Type 1 or Type 2 transitional employment arrangement, as determined in accordance with paragraph 7.2.2.

Termination of employment is the termination of employment as a result of a decision to transfer work or functions of the Agency in whole or in part to an external employer pursuant to the *Parks Canada Agency Act*, Section 13.

7.2 General

The Agency will, as soon as possible after the decision is made to proceed with an Alternate Service Delivery (ASD) initiative, and if possible, not less than 180 days prior to the date of transfer, provide notice to the Alliance.

The notice to the Alliance will include:

1. the program being considered for ASD,
2. the reason for the ASD, and
3. the type of approach anticipated for the initiative.

A joint WFA-ASD committee will be created for ASD initiatives and will have equal representation from the Agency and the Alliance. By mutual agreement the committee may include other participants. The joint WFA-ASD committee will define the rules of conduct of the committee.

In cases of ASD initiatives, the parties will establish a joint WFA-ASD committee to conduct meaningful consultation on the human resources issues related to the ASD initiative in order to provide information to the employee which will assist him or her in deciding on whether or not to accept the job offer.

1. Commercialisation

In cases of commercialisation where tendering will be part of the process, the members of the joint WFA-ASD committee shall make every reasonable effort to come to an agreement on the criteria related to human resources issues (e.g. terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be used in the request for proposal (RFP) process. The committee will respect the contracting rules of the federal government.

2. Creation of a new Agency

In cases of the creation of new agencies, the members of the joint WFA-ASD committee shall make every reasonable effort to agree on common recommendations related to human resources issues (e.g. terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

3. Transfer to existing Employers

In all other ASD initiatives where an employer-employee relationship already exists the parties will hold meaningful consultations to clarify the terms and conditions that will apply upon transfer.

In the cases of commercialisation and creation of new agencies consultation opportunities will be given to the Alliance; however, in the event that agreements are not possible, the Agency may still proceed with the transfer.

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.

7.2.2 There are three types of transitional employment arrangements resulting from alternative

delivery initiatives:

(a) Type 1 (Full Continuity)

Type 1 arrangements meet all of the following criteria:

- (i) legislated successor rights apply. Specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
- (ii) recognition of continuous employment in the Public Service, as defined in the adopted *Public Service Terms and Conditions of Employment* for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights ;
- (iii) pension arrangements according to the Statement of Pension Principles set out in Annex A, or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to paragraph 7.7.3;
- (iv) transitional employment guarantee: a two-year minimum employment guarantee with the new employer;
- (v) coverage in each of the following core benefits: health benefits, long term disability insurance (LTDI) and dental plan;
- (vi) short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to maximum of the new employer's LTDI waiting period.

(b) Type 2 (Substantial Continuity)

Type 2 arrangements meet all of the following criteria:

- (i) the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 percent or greater of the group's current Agency hourly remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are the same;
- (ii) the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 percent or greater of Agency annual remuneration (= percent or greater of Agency annual remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are different;
- (iii) pension arrangements according to the Statement of Pension Principles as set out in Annex A, or in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to paragraph 7.7.3;

- (iv) transitional employment guarantee: employment tenure equivalent to that of the permanent work force in receiving organizations or a two (2) year minimum employment guarantee;
- (v) coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
- (vi) short-term disability arrangement.

(c) **Type 3 (Lesser Continuity)**

A Type 3 arrangement is any alternative delivery initiative that does not meet the criteria applying in Type 1 and 2 transitional employment arrangements.

7.2.3 For Type 1 and Type 2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute a reasonable job offer for purposes of this part.

7.2.4 For Type 3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute a reasonable job offer for purposes of this part.

7.3 Responsibilities

7.3.1 The Agency will be responsible for deciding, after considering the criteria set out above, which of the Types applies in the case of particular alternative delivery initiatives.

7.3.2 Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the Agency of their decision within the allowed period.

7.4 Notice of alternative delivery initiatives

7.4.1 Where alternative delivery initiatives are being undertaken, the Agency shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether they wish to accept the offer.

7.4.2 Following written notification, employees must indicate within a period of 60 days their intention to accept the employment offer, except in the case of Type 3 arrangements, where the Agency may specify a period shorter than 60 days, but not less than 30 days.

7.5 Job offers from new employers

7.5.1 Employees subject to this appendix (see Application) and who do not accept the reasonable job offer from the new employer in the case of Type 1 or 2 transitional employment arrangements will be given four months' notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed upon date before the end of the four month notice period except where the employee was, at the satisfaction of the Chief Executive Officer, unaware of the offer or incapable of indicating an acceptance of the offer, he or she is

deemed to have accepted the offer before the date on which the offer is to be accepted.

7.5.2 The Chief Executive Officer may extend the notice of termination period for operational reasons, but no such extended period may end later than the date the transfer to the new employer.

7.5.3 Employees who do not accept a job offer from the new employer in the case of Type 3 transitional employment arrangements may be declared opting or surplus by the Agency in accordance with the provisions of the other parts of this appendix.

7.5.4 Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the Agency for operational reasons provided that this does not create a break in continuous service between the Public Service, including the Agency, and the new employer.

7.6 Application of other provisions of the appendix

7.6.1 For greater certainty, the provisions of Part II, Official Notification, and section 6.5, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a Type 1 or 2 transitional employment arrangement. A payment under section 6.5 may not be combined with a payment under the other section.

7.7 Lump-sum payments and salary top-up allowances

7.7.1 Employees who are subject to this appendix (see Application) and who accept the offer of employment from the new employer in the case of Type 2 transitional employment arrangements will receive a sum equivalent to three (3) months' pay, payable upon the day on which the Agency work or function is transferred to the new employer. The Agency will also pay these employees an eighteen (18) month salary top-up allowance equivalent to the difference between the remuneration applicable to their Agency position and the salary applicable to their position with the new employer. This allowance will be paid as a lump-sum, payable on the day on which the Agency work or function is transferred to the new employer.

7.7.2 In the case of individuals who accept an offer of employment from the new employer in the case of a Type 2 arrangement whose new hourly or annual salary falls below 80 percent of their former hourly or annual remuneration, the Agency will pay an additional six months of salary top-up allowance for a total of twenty-four (24) months under this paragraph and paragraph 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their Agency position and the salary applicable to their position with the new employer will be paid as a lump-sum payable on the day on which the Agency work or function is transferred to the new employer.

7.7.3 Employees who accept the reasonable job offer from the successor employer in the case of a Type 1 or Type 2 transitional employment arrangement where the test of reasonableness referred to in the Statement of Pension Principles set out in Annex A is not met, that is, where the actuarial value (cost) of the new employer's pension arrangements are less than 6.5 percent of pensionable payroll (excluding the employer's costs related to the administration of the plan) will receive a sum

equivalent to three (3) months' pay, payable on the day on which the Agency work or function is transferred to the new employer.

7.7.4 Employees who accept an offer of employment from the new employer in the case of Type 3 transitional employment arrangements will receive a sum equivalent to six (6) months' pay payable on the day on which the Agency work or function is transferred to the new employer. The Agency will also pay these employees a 12-month salary top-up allowance equivalent to the difference between the remuneration applicable to their position and the salary applicable to their position with the new employer. The allowance will be paid as a lump-sum, payable on the day on which the Agency work or function is transferred to the new employer. The total of the lump sum payment and the salary top-up allowance provided under this paragraph will not exceed an amount equivalent to one year's pay.

7.7.5 For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term "remuneration" includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

7.8 Reimbursement

7.8.1 An individual who receives a lump-sum payment and salary top-up allowance pursuant to paragraphs 7.7.1 to 7.7.4 and who is reappointed to the Agency at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of re-appointment to the end of the original period covered by the total of the lump sum payment and salary top-up allowance, if any.

7.8.2 An individual who receives a lump-sum payment pursuant to paragraph 7.6.1 and, as applicable, is either reappointed to the Agency or hired by the new employer at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

7.9 Vacation leave credits and severance pay

7.9.1 Notwithstanding the provisions of this agreement concerning vacation leave, an employee who accepts a job offer pursuant to this part may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

7.9.2 Notwithstanding the provisions of this agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this part will not be paid severance pay where successor rights apply and/or, in the case of a Type 2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the Public Service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer. However, an employee who has a severance termination benefit entitlement under the terms of article 57.05(b) or (c) shall be paid this entitlement at the time of transfer.

7.9.3 Where:

- (a) the conditions set out in 7.9.2 are not met,
- (b) the severance provisions of the collective agreement are extracted from the collective agreement prior to the date of transfer to another non-federal public sector employer,<
- (c) the employment of an employee is terminated pursuant to the terms of paragraph 7.5.1,
or
- (d) the employment of an employee who accepts a job offer from the new employer in a Type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer, the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on which employment in the Agency terminates.

**Annex A
Statement of pension principles**

1. The new employer will have in place, or Her Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of "reasonableness" will be that the actuarial value (cost) of the new employer pension arrangements will be at least 6.5 percent of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the Assessment Methodology developed by Towers Perrin for the Treasury Board, dated October 7, 1997. This Assessment Methodology will apply for the duration of this agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the employer costs, *Public Service Superannuation Act* (PSSA) coverage could be provided during a transitional period of up to a year.
2. Benefits in respect of service accrued to the point of transfer are to be fully protected.
3. Her Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, Her Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the *PSSA*.

**Annex B- Years of Service in the Agency and Public Service / Transition Support Measure (TSM)
(Payment in week's pay)**

BARGAINING AGENT PROPOSAL

Same as below except the union is reducing its demand at 6.4.1 (c) for an educational allowance from \$20,000 to \$17,000.

BARGAINING AGENT AMENDED PROPOSAL* Received October 21, 2019

Changes proposed in this Appendix shall take effect on August 4, 2018

TABLE OF CONTENTS

6.1 General

6.2 Voluntary Departure Process (*Bargaining note: housekeeping item)

6.3 2 Alternation

6.4 3 Options

6.5-4-Retention payment

PART VII SPECIAL PROVISIONS REGARDING ALTERNATE DELIVERY INITIATIVES

Preamble

7.1 Definitions

7.2 General

7.3 Responsibilities

7.4 Notice of alternative delivery initiatives

7.5 Job offers from new employers

7.6 Application of other provisions of the appendix

7.7 Lump-sum payments and salary top-up allowances

7.8 Reimbursement

7.9 Vacation leave credits and severance pay

ANNEX A – STATEMENT OF PENSION PRINCIPLES

***Bargaining Note: Consequential amendments in the body of this Appendix must be made pursuant to the above deletions.**

Definitions

Amend the definition of affected employee

Affected employee is an indeterminate employee who has been informed in writing that his/her services may no longer be required because of a work force adjustment situation **or an employee affected by a relocation.** (Employé touché)

Amend the definition of alternation

Alternation 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 Agency **or core public administration** exchanges positions with a non-affected employee (the alternate) willing to leave the Agency **or core public administration** with a Transition Support Measure or with an Education Allowance. (Échange de postes)

Amend the definition of Education allowance

Education Allowance is one of the options provided to an indeterminate employee affected by normal work force adjustment for whom the Chief Executive Officer cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution, book and mandatory equipment costs, up to a maximum of ~~\$15,000~~ **seventeen thousand dollars (\$17,000).** (Indemnité d'études)

Amend definition of GRJO (language redundant given 6.1.1)

Guarantee of a reasonable job offer is a guarantee of an offer of indeterminate employment within the Agency **or in the core public administration** provided by the Chief Executive Officer to an indeterminate employee who is affected by work force adjustment. The Chief Executive Officer will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom he or she knows or can predict employment availability in the Agency **or core public administration.** ~~Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this appendix.~~ (Garantie d'une offre d'emploi raisonnable)

Amend definition of reasonable job offer (redundant given new 1.1.17)

Reasonable job offer (Offre d'emploi raisonnable) is an offer of indeterminate employment within the Agency **or core public administration**, normally at an equivalent level but could include lower levels. Surplus employees must be ~~both~~ trainable ~~and mobile~~. Where practicable, a reasonable job offer shall be within the employee's normal workplace, as defined in the Parks Canada Travel Policy. ~~In Alternative Delivery situations, a reasonable offer is one that meets the criteria set out in Type 1 and Type 2 of Part VII of this appendix.~~ A reasonable job offer is also an offer from a Public Service employer, provided 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 the 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.

Work force adjustment is a situation that occurs when the Chief Executive Officer decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation in which the employee does not wish to relocate. ~~or an alternative delivery initiative.~~ (Réaménagement des effectifs)

***Bargaining Note: Consequential amendments in the body of this Appendix must be made pursuant to the above concepts.**

Part 1: roles and responsibilities

1.1 Agency

Preamble: The Agency will not use Performance Management Assessment Tools, or a Selection of Employees for Retention or Layoff (SERLO) processes in any of its Work Force Adjustment determinations within Appendix "K" and will follow the principles, in descending order of importance, as subsections of section 1.1.1. (below):

1.1.1 Since indeterminate employees who are affected by work force adjustment situations are not themselves responsible for such situations, it is the responsibility of the Chief Executive Officer to ensure that they are treated equitably and, whenever possible, given every reasonable opportunity to continue their careers as Agency employees.

The Agency's commitment to indeterminate employees that may be subject to Workforce Adjustment provisions within Appendix K are:

- a) Establishment of seniority rights, determined by length of continuous/discontinuous employment; (last in; first out); then,**
- b) Volunteering to leave the Agency, under the auspices of Section VI of this Appendix; in order of seniority; then**
- c) Alternation with other indeterminate employees, wishing to leave the Agency; subject to Section 6.3 of this Appendix.**
- d) Agreeing to work in lower level positions, at the rate of pay of the previous occupational group and level that are unencumbered, in accordance with Section 5.1.1 of this Appendix;**

subject to successful retraining (if required), and willing to relocate, at Agency expense, while respecting the principles of Part III of this Appendix; then,

- e) Willingness to accept shorter weeks of season, at the rate of pay of the previous occupational group and level, and in accordance with Section 1.1.1 (d) of this Appendix.
- f) Employees not accepting shorter weeks of employment, or a reduction in length of season, will be described as an Opting Employee, and exercise options found within Section VI of this appendix.

1.1.3 The Agency shall establish joint work force adjustment committees, where appropriate, to manage the work force adjustment situations within the Agency. Terms of reference of such committees shall include a process for addressing alternation requests.

NEW 1.1.6 (renumber current 1.1.6 ongoing)

1.1.6 When the Agency determines that the indeterminate appointment of a term employee would result in a workforce adjustment situation, the Agency 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 2.3.

The Agency 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 Agency 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 1.1.17 (renumber current 1.1.17 ongoing)

1.1.17

- a) The Agency 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 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.**
- d) **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 broader public service.**
- 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.**

1.1.9 The Agency shall advise and consult with the Alliance representatives as completely as possible regarding any work force adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Alliance the name, **occupational group and level, position number, municipality, and work location** of affected employees.

1.1.14 Appointment of surplus employees to alternative positions, whether 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. The Agency shall avoid appointment to a lower level except where all other avenues have been exhausted. **The Agency will "salary protect" any such employees.**

1.1.24 The Agency shall review the use of private temporary employment services, consultants, contractors, employees appointed for a specified period (terms) and all other non-indeterminate employees, **including casual hires, students and volunteers.** Where practicable, the Agency shall not re-engage such temporary employment services personnel, consultants or contractors nor renew the employment of such employees referred to above where such action would facilitate the appointment of surplus employees or laid-off persons.

1.1.36 The Agency will review the status of each affected employee **monthly annually, or earlier,** from the date of initial notification of affected status and determine whether the employee will remain on affected status or not.

Part II: Official Notification

2.1 In any work force adjustment situation involving indeterminate employees covered by this Appendix, the Chief Executive Officer shall notify the National President of the Alliance. Such notification is to be in writing, in confidence and at the earliest possible date and under no

circumstances **less than thirty (30) ~~two (2)~~** working days before any employee is notified of the workforce adjustment situation.

2.2 Such notification will include the identity and location of the work unit(s) involved, the expected date of the announcement, the anticipated timing of the workforce adjustment situation and the number, **occupational** group and level of the employees who are likely to be affected by the decision.

NEW 2.3

2.3 When the Agency 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 Agency 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

4.1.1 To facilitate the redeployment of affected employees, surplus employees, and laid-off persons, the Agency shall make every reasonable effort to retrain such persons for:

(a) existing vacancies, or

b) anticipated vacancies identified by management.

c) any position in (a) or (b) above, that requires language training to meet the requirements of the position.

4.1.2. It is the responsibility of the employee and the Agency 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 Chief Executive Officer 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 The Agency will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict employment availability. If the Chief Executive Officer cannot provide such a guarantee, he or she shall provide his or her reasons in writing, if requested by the employee. **Except as specified in 1.1.17 (e), employees** ~~Employees~~ in receipt of this guarantee would not have access to the choice of Options in 6.4 below.

6.3 Alternation

6.3.2 Only ~~an~~ **opting and surplus employees who are surplus as a result of having chosen Option A** ~~employee, not a surplus one,~~ may alternate into an indeterminate position that remains in the Agency or core public administration.

6.3.5 The opting employee moving into the unaffected position must meet the requirements of the position, **and meet the minimum language requirements within a 2 year re-training period.** ~~including language requirements.~~ The alternate moving into the opting position must meet the requirements of the position, except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five days of the alternation.

6.4 Options

6.4.1 a (i) At the request of the employee, this twelve (12) month surplus priority period shall ~~be extended and~~ **not** be included in the 120-day opting period referred to in 6.1.2 which remains once the employee has selected in writing option (a)

6.4.1 c)

- (c) Education allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than ~~\$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:

6.4.2 The Agency will establish the departure date of opting employees who choose Option (b) or Option (c) ~~above~~ **within 90 days of the employee's decision, unless a longer period is mutually agreed upon.**

6.4.3 The Transition Support Measure, pay in lieu of unfulfilled surplus period and the Education Allowance cannot be combined with any other payment under the Work Force Adjustment Appendix, **with the exception of any retention allowances.**

6.5 Retention payment

6.5.1 There are ~~two~~ **three** situations in which an employee may be eligible to receive a retention payment. These are total facility closures or relocation of work units, ~~and alternative delivery initiatives.~~

~~6.5.8~~ The provisions of ~~6.5.9~~ shall apply in alternative delivery initiatives:

- ~~a) where the Agency work units are affected by alternative delivery initiatives;~~
- ~~b) when the Agency decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer; and~~
- ~~c) where the employee has not received a job offer from the new employer or has received an offer and did not accept it.~~

~~6.5.9~~ Subject to ~~6.5.8~~, the Agency shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the Agency to take effect on the transfer date, a sum equivalent to six months pay payable upon the transfer date, provided the employee has not separated prematurely.

6.5.8. The 120 days opting period, shall not be construed as concurrent to the 12 month surplus priority period.

6.5.9 The Agency and the Alliance agree to discuss the provisions of jointly developed and delivered training on the Workforce Adjustment Policy in Appendix K, within 90 days from date of signing of this collective agreement.

Part VII

Special provisions regarding Alternate Delivery Initiatives

Preamble

The administration of the provisions of this part will be guided by the following principles:

- (a) fair and reasonable treatment of employees;
- (b) value for money and affordability; and
- (c) maximization of employment opportunities for employees.

7.1 Definitions

For the purposes of this part:

Reasonable job offer is an offer of employment received from a new employer in the case of a Type 1 or Type 2 transitional employment arrangement, as determined in accordance with paragraph 7.2.2.

Termination of employment is the termination of employment as a result of a decision to transfer work or functions of the Agency in whole or in part to an external employer pursuant to the *Parks Canada Agency Act*, Section 13.

7.2 General

The Agency will, as soon as possible after the decision is made to proceed with an ASD initiative, and if possible, not less than 180 days prior to the date of transfer, provide notice to the Alliance.

The notice to the Alliance will include:

1. the program being considered for ASD;
2. the reason for the ASD, and
3. the type of approach anticipated for the initiative.

A joint WFA-ASD committee will be created for ASD initiatives and will have equal representation from the Agency and the Alliance. By mutual agreement the committee may include other participants. The joint WFA-ASD committee will define the rules of conduct of the committee.

In cases of ASD initiatives, the parties will establish a joint WFA-ASD committee to conduct meaningful consultation on the human resources issues related to the ASD initiative in order to provide information to the employee which will assist him or her in deciding on whether or not to accept the job offer.

1. Commercialisation

In cases of commercialisation where tendering will be part of the process, the members of the joint WFA-ASD committee shall make every reasonable effort to come to an agreement on the criteria related to human resources issues (e.g. terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be used in the request for proposal (RFP) process. The committee will respect the contracting rules of the federal government.

2. Creation of a new Agency

In cases of the creation of new agencies, the members of the joint WFA-ASD committee shall make every reasonable effort to agree on common recommendations related to human resources issues (e.g. terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

3. Transfer to existing Employers

In all other ASD initiatives where an employer-employee relationship already exists the parties will hold meaningful consultations to clarify the terms and conditions that will apply upon transfer.

In the cases of commercialisation and creation of new agencies consultation opportunities will be given to the Alliance; however, in the event that agreements are not possible, the Agency may still proceed with the transfer.

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.

7.2.2 There are three types of transitional employment arrangements resulting from alternative delivery initiatives:

(a) Type 1 (Full Continuity)

Type 1 arrangements meet all of the following criteria:

(i) legislated successor rights apply. Specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;

(ii) recognition of continuous employment in the Public Service, as defined in the adopted *Public Service Terms and Conditions of Employment* for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;

(iii) pension arrangements according to the Statement of Pension Principles set out in Annex A, or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump sum to employees pursuant to paragraph 7.7.3;

(iv) transitional employment guarantee: a two-year minimum employment guarantee with the new employer;

(v) coverage in each of the following core benefits: health benefits, long term disability insurance (LTDI) and dental plan;

(vi) short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to maximum of the new employer's LTDI waiting period.

(b) Type 2 (Substantial Continuity)

Type 2 arrangements meet all of the following criteria:

(i) the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 percent or greater of the group's current Agency hourly remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are the same;

(ii) the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 percent or greater of Agency annual remuneration (= percent or greater of Agency annual remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are different;

(iii) pension arrangements according to the Statement of Pension Principles as set out in Annex A, or in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to paragraph 7.7.3;

(iv) transitional employment guarantee: employment tenure equivalent to that of the permanent work force in receiving organizations or a two-year minimum employment guarantee;

(v) coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;

(vi) short-term disability arrangement.

(c) Type 3 (Lesser Continuity)

A Type 3 arrangement is any alternative delivery initiative that does not meet the criteria applying in Type 1 and 2 transitional employment arrangements.

7.2.3 For Type 1 and Type 2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute a reasonable job offer for purposes of this part.

7.2.4 For Type 3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute a reasonable job offer for purposes of this part.

7.3 Responsibilities

7.3.1 The Agency will be responsible for deciding, after considering the criteria set out above, which of the Types applies in the case of particular alternative delivery initiatives.

7.3.2 Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the Agency of their decision within the allowed period.

7.4 Notice of alternative delivery initiatives

7.4.1 Where alternative delivery initiatives are being undertaken, the Agency shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether they wish to accept the offer.

7.4.2 Following written notification, employees must indicate within a period of 60 days their intention to accept the employment offer, except in the case of Type 3 arrangements, where the Agency may specify a period shorter than 60 days, but not less than 30 days.

7.5 Job offers from new employers

7.5.1 Employees subject to this appendix (see Application) and who do not accept the reasonable job offer from the new employer in the case of Type 1 or 2 transitional employment arrangements will be

given four months notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed upon date before the end of the four month notice period except where the employee was, at the satisfaction of the Chief Executive Officer, unaware of the offer or incapable of indicating an acceptance of the offer, he or she is deemed to have accepted the offer before the date on which the offer is to be accepted.

7.5.2 The Chief Executive Officer may extend the notice of termination period for operational reasons, but no such extended period may end later than the date the transfer to the new employer.

7.5.3 Employees who do not accept a job offer from the new employer in the case of Type 3 transitional employment arrangements may be declared opting or surplus by the Agency in accordance with the provisions of the other parts of this appendix.

7.5.4 Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the Agency for operational reasons provided that this does not create a break in continuous service between the Public Service, including the Agency, and the new employer.

7.6 Application of other provisions of the appendix

7.6.1 For greater certainty, the provisions of Part II, Official Notification, and section 6.4, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a Type 1 or 2 transitional employment arrangement. A payment under section 6.4 may not be combined with a payment under the other section.

7.7 Lump sum payments and salary top-up allowances

7.7.1 Employees who are subject to this appendix (see Application) and who accept the offer of employment from the new employer in the case of Type 2 transitional employment arrangements will receive a sum equivalent to three months pay, payable upon the day on which the Agency work or function is transferred to the new employer. The Agency will also pay these employees an 18-month salary top-up allowance equivalent to the difference between the remuneration applicable to their Agency position and the salary applicable to their position with the new employer. This allowance will be paid as a lump sum, payable on the day on which the Agency work or function is transferred to the new employer.

7.7.2 In the case of individuals who accept an offer of employment from the new employer in the case of a Type 2 arrangement whose new hourly or annual salary falls below 80 percent of their former hourly or annual remuneration, the Agency will pay an additional six months of salary top-up allowance for a total of twenty-four (24) months under this paragraph and paragraph 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their Agency position and the salary applicable to their position with the new employer will be paid as a lump sum payable on the day on which the Agency work or function is transferred to the new employer.

7.7.3 Employees who accept the reasonable job offer from the successor employer in the case of a Type 1 or Type 2 transitional employment arrangement where the test of reasonableness referred to

in the Statement of Pension Principles set out in Annex A is not met, that is, where the actuarial value (cost) of the new employer's pension arrangements are less than 6.5 percent of pensionable payroll (excluding the employer's costs related to the administration of the plan) will receive a sum equivalent to three months pay, payable on the day on which the Agency work or function is transferred to the new employer.

7.7.4 Employees who accept an offer of employment from the new employer in the case of Type 3 transitional employment arrangements will receive a sum equivalent to six months pay payable on the day on which the Agency work or function is transferred to the new employer. The Agency will also pay these employees a 12-month salary top-up allowance equivalent to the difference between the remuneration applicable to their position and the salary applicable to their position with the new employer. The allowance will be paid as a lump sum, payable on the day on which the Agency work or function is transferred to the new employer. The total of the lump sum payment and the salary top-up allowance provided under this paragraph will not exceed an amount equivalent to one year's pay.

7.7.5 For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term "remuneration" includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

7.8 Reimbursement

7.8.1 An individual who receives a lump sum payment and salary top-up allowance pursuant to paragraphs 7.7.1 to 7.7.4 and who is reappointed to the Agency at any point during the period covered by the total of the lump sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of re-appointment to the end of the original period covered by the total of the lump sum payment and salary top-up allowance, if any.

7.8.2 An individual who receives a lump sum payment pursuant to paragraph 7.6.1 and, as applicable, is either reappointed to the Agency or hired by the new employer at any point covered by the lump sum payment, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump sum payment.

7.9 Vacation leave credits and severance pay

7.9.1 Notwithstanding the provisions of this agreement concerning vacation leave, an employee who accepts a job offer pursuant to this part may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

**

7.9.2 Notwithstanding the provisions of this agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this part will not be paid severance pay where successor rights apply and/or, in the case of a Type 2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the Public Service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer. However, an employee who has a severance termination benefit entitlement under the terms of article 57.05(b) or (c) shall be paid this entitlement at the time of transfer.

7.9.3 Where:

(a) the conditions set out in 7.9.2 are not met,

(b) the severance provisions of the collective agreement are extracted from the collective agreement prior to the date of transfer to another non-federal public sector employer,

(c) the employment of an employee is terminated pursuant to the terms of paragraph 7.5.1,

or

(d) the employment of an employee who accepts a job offer from the new employer in a Type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer, the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on which employment in the Agency terminates.

Annex A

Statement of pension principles

1. The new employer will have in place, or Her Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of "reasonableness" will be that the actuarial value (cost) of the new employer pension arrangements will be at least 6.5 percent of pensionable payroll, which in the case of defined benefit pension plans will be as determined by the Assessment Methodology developed by Towers Perrin for the Treasury Board, dated October 7, 1997. This Assessment Methodology will apply for the duration of this agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the employer costs, *Public Service Superannuation Act (PSSA)* coverage could be provided during a transitional period of up to a year.

2. Benefits in respect of service accrued to the point of transfer are to be fully protected.

3. Her Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, Her Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the *PSSA*.

PARKS CANADA COUNTER-PROPOSAL

Parks Canada did not have the opportunity to provide its position at the bargaining table regarding this proposal as it was tabled by the Bargaining Agent on July 16, 2019.

Remarks:

***This proposal was amended by the Bargaining Agent on October 21st, 2019 after the declaration of the impasse. (Education allowance amended from \$20 000 to \$17 000).**

Parks Canada did not have the opportunity to provide its position at the bargaining table regarding this proposal as it was tabled by the Bargaining Agent on July 16, 2019.

Definition of affected employee

Parks Canada is not prepared to add the language proposed by the Bargaining Agent as the concept of relocation of a work unit is already covered in the definition of workforce adjustment. The proposal is redundant.

Definition of alternation

The Bargaining Agent is proposing to expand the alternation process to the CPA to provide more opportunities to opting employees to exchange positions with non-affected employee in the CPA.

The *Parks Canada Agency Act* provides that the Chief Executive Officer of the organization has exclusive authority with regard to the standards, procedures and processes regarding the staffing of the organization.

13 (1) *The Chief Executive Officer has exclusive authority to*

- **(a)** *appoint, lay-off or terminate the employment of the employees of the Agency; and*
- **(b)** *establish standards, procedures and processes governing staffing, including the appointment, lay-off or termination of employment otherwise than for cause, of employees.*

As such, this proposal should not be subject to collective bargaining as the Parks Canada Agency's authority to set its staffing framework is grounded in the *Parks Canada Agency Act*.

Furthermore, Parks Canada has no authority over the priority entitlement-system governed by the *Public Service Employment Act (PSEA)* (Annex 21).

The Bargaining Agent is proposing that Parks Canada find a job to employee with a priority status (opting employees) within Parks Canada or in the core public administration. It is important to note that employees with a priority status at Parks Canada can only be referred through Parks Canada Priority System as Parks Canada has no authority over the priority entitlement-system governed by the *Public Service Employment Act (PSEA)* and the *Public Service Employment Regulations (PSER)*.

This proposal should not be subject to collective bargaining as established by s.113 (b) of the FPSLRA as it deals with conditions established under the *Public Service Employment Act*.

Restriction on Content of Collective Agreement

Collective agreement not to require legislative implementation

113 A collective agreement that applies to a bargaining unit — other than a bargaining unit determined under section 238.14 — must not, directly or indirectly, alter or eliminate any existing term or condition of employment or establish any new term or condition of employment if

(b) the term or condition is one that has been or may be established under the *Public Service Employment Act*, the *Public Service Superannuation Act* or the *Government Employees Compensation Act*.

The Agency respectfully submits that the Commission does not have authority to entertain or make recommendations with regards to this Bargaining Agent proposal, pursuant to subparagraph 177(1) (a) and (b) of the FPSLRA:

Report not to require legislative implementation

177 (1) The report may not, directly or indirectly, recommend the alteration or elimination of any existing term or condition of employment, or the establishment of any new term or condition of employment, if

(a) the alteration, elimination or establishment would require the enactment or amendment of any legislation by Parliament, except for the purpose of appropriating money required for implementation;

(b) the term or condition is one that has been or may be established under the *Public Service Employment Act*, the *Public Service Superannuation Act* or the *Government Employees Compensation Act*;

The Agency submits that the Bargaining Agent's proposal on alternation deals with a term or condition established under the *Public Service Employment Act (PSEA)* that relates to priority rights and would require the amendment of this Act. As such, this proposal should not be subject to collective bargaining as established by s.113 (b) of the FPSLRA.

Definition of Education Allowance

The Agency is of the view that the current amount of the allowance is sufficient. The Bargaining Agent has not demonstrated the contrary. In addition, this amount was recently increased from \$10,000 to \$15,000 during the last round of negotiation with the collective agreement signed in May 2018.

Definition of Guarantee of a Reasonable Job Offer (GRJO)

The Bargaining Agent proposes that the provision clarifying that employees in receipt of a GRJO are ineligible for the WFA options available in Part VI of the WFA Appendix be removed.

The Agency is strongly opposed to this proposal. The WFA Appendix places a lot of emphasis on continued employment for employees, as is evident through the following current provisions, for example:

Objectives

It is the policy of the Employer to maximise employment opportunities for indeterminate employees affected by workforce adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them.

1.1.6 The Chief Executive Officer will be expected to provide a guarantee of a reasonable job offer for those employees subject to work force adjustment for whom they know or can predict employment availability in the Agency.

1.1.7 Where the Chief Executive Officer cannot provide a guarantee of a reasonable job offer, the Chief Executive Officer will provide 120 days to consider the three Options outlined in Part VI of this appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected Option (A), twelve-month surplus priority period in which to secure a reasonable job offer.

The spirit and intent of the WFA is to ensure continued employment at Parks Canada and heavy expectations are placed on the Chief Executive Officer (CEO) in that regard. WFA options at Part VI are available only where the CEO cannot provide a guarantee of a reasonable job offer. Offering options to those in receipt of a GRJO as proposed by the Bargaining Agent would be completely inconsistent with the spirit and intent of the appendix.

In addition, the WFA options provide for significant financial measures (including up to 52 week's salary and \$15K for education) to compensate employees for being laid-off. Lay-off is not necessary where a GRJO is provided. The Bargaining Agent's language would allow employees in receipt of GRJO to choose a layoff to leave the public service at significant public expense when such layoff is unnecessary.

Definition of Reasonable Job Offer

The Bargaining Agent proposes to remove the expectation that employees subject to WFA be mobile. The Agency disagrees with this proposal.

The WFA Appendix places significant requirements on Parks Canada with the intent to maximize employment continuity for employees. This includes relocating them if necessary:

1.1.16 *The Agency shall relocate surplus employees and laid-off individuals, if necessary.*

The natural counterpart to this Agency responsibility is the expectation placed on the employees that they be mobile.

The Bargaining Agent's proposal would unreasonably tip that balance and negatively affect the spirit and intent of the WFA Appendix to promote continued employment at Parks Canada.

The Bargaining Agent also proposing to expand the guarantee of an offer within Parks Canada or in the core public service administration.

As previously mentioned, the *Parks Canada Agency Act* provides that the Chief Executive Officer of the organization has exclusive authority with regard to the standards, procedures and processes regarding the staffing of the organization.

13 (1) *The Chief Executive Officer has exclusive authority to*

*(a) appoint, lay-off or terminate the employment of the employees of the Agency;
and*

(b) establish standards, procedures and processes governing staffing, including the appointment, lay-off or termination of employment otherwise than for cause, of employees.

As such, this proposal should not be subject to collective bargaining as the Parks Canada Agency's authority to set its staffing framework is grounded in the *Parks Canada Agency Act*.

Furthermore, Parks Canada has no authority over the priority entitlement-system governed by the *Public Service Employment Act (PSEA)* and the *Public Service Employment Regulations (PSER)*.

The Bargaining Agent is proposing that Parks Canada find a reasonable job offer to employee with a priority status (Surplus) within Parks Canada or in the core public administration. As previously mentioned, employees with a priority status at Parks Canada can only be referred through Parks Canada Priority System as Parks Canada has no authority over the priority entitlement-system governed by the *Public Service Employment Act (PSEA)* and the *Public Service Employment Regulations (PSER)*

This proposal should not be subject to collective bargaining as established by s.113 (b) of the FPPLRA as it deals with conditions established under the *Public Service Employment Act*.

Restriction on Content of Collective Agreement

Collective agreement not to require legislative implementation

113 A collective agreement that applies to a bargaining unit — other than a bargaining unit determined under section 238.14 — must not, directly or indirectly, alter or eliminate any existing term or condition of employment or establish any new term or condition of employment if

(b) the term or condition is one that has been or may be established under the Public Service Employment Act, the Public Service Superannuation Act or the Government Employees Compensation Act.

Parks Canada respectfully submits that the Commission does not have authority to entertain or make recommendations with regards to this Bargaining Agent proposal, pursuant to subparagraph 177(1) (b) of the FPSLRA:

Report not to require legislative implementation

177 (1) The report may not, directly or indirectly, recommend the alteration or elimination of any existing term or condition of employment, or the establishment of any new term or condition of employment, if

(b) the term or condition is one that has been or may be established under the Public Service Employment Act, the Public Service Superannuation Act or the Government Employees Compensation Act;

Parks Canada submits that the Bargaining Agent's proposal on reasonable job offer/priority status deals with a term or condition established under the *Public Service Employment Act (PSEA)* that relates to priority rights and would require the amendment of this Act. As such, this proposal should not be subject to collective bargaining as established by s.113 (b) of the FPSLRA.

Bargaining Agent proposal at 1.1.6 and 2.3 (term/indeterminate)

The Bargaining Agent is proposing to negotiate the indeterminate appointment of term employees into the collective agreement.

As specified in the *Parks Canada Agency Act*, section 13, (Annex 6), the Chief Executive Officer has exclusive authority to appoint, lay-off or terminate the employment of the employees of Parks Canada.

Parks Canada submits that the Bargaining Agent's proposal on Term Employment deals with a term or conditions under the *Parks Canada Agency Act* and the Parks Canada's Staffing Policies that relates to procedures or processes governing the appointment of employees. As such, this proposal should not be subject to collective bargaining as the Parks Canada Agency's authority to set its staffing framework is grounded in the *Parks Canada Agency Act*.

Bargaining Agent Proposals at 1.1.17 and 6.1 (related)

The Bargaining Agent is proposing to negotiate provisions for appointments to reasonable job offers, in certain circumstances, be given based on seniority.

The *Parks Canada Agency Act* (section 13 (1) a) and b)) provides that the Chief Executive Officer of the organization has exclusive authority with regard to the standards, procedures and processes regarding the staffing of the organization.

As such, this proposal should not be subject to collective bargaining as the Parks Canada Agency's authority to set its staffing framework is grounded in the *Parks Canada Agency Act*.

Bargaining Agent Proposal at 4.1

Parks Canada is not prepared to add the proposed language by the Bargaining Agent at 4.1 .1 c), 4.1.2 and 4.1.3 considering that provisions could be made available from the Agency to extend a period of time to achieve appropriate language results.

Additionally, the Agency is not prepared to add the proposed language as there are already policies (i.e New Public Service Official Languages Exclusion Approval Order sets out three circumstances in a case of non-imperative appointment) in place governing non-imperative staffing appointments. There is an inherent risk that an employee may not reach the required language proficiency levels within the specified period which would invalidate the appointment. Also, imperative staffing requires immediate language skills to perform the duties of the position.

The spirit and intent of the WFA is not meant to give to employees an advantage they did not have before.

Options 6.4.1 to 6.5.9

The Bargaining Agent did not provide any facts to substantiate these changes in the current provisions. In addition, the current language of these provisions mirror the existing language of our group comparators in the CPA.

Parks Canada is not in agreement with the Bargaining Agent's demand, and submits that status quo should prevail.

Bargaining Agent Proposal-Deletion of Part VII- Special provisions regarding Alternate Delivery Initiatives and Appendix A Pension Principles

The Bargaining Agent did not bring any facts that would substantiate the deletion of Part VII- Special provisions regarding Alternate Delivery Initiatives and Appendix A Pension Principles. Furthermore, these provisions reflect the clauses in the CPA (PA, SV, CS, SV, RE, AV, EB, NR, TC) in our group comparators.

Parks Canada is not in agreement with the Bargaining Agent's demand, and submits that status quo should prevail.

APPENDIX L MOU ALLOWANCE FOR COMPENSATION ADVISORS

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

**APPENDIX "L"
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)
IN RESPECT OF THE RETENTION ALLOWANCE FOR COMPENSATION ADVISORS**

1. In an effort to increase retention of Compensation Advisors at the AS-01, AS-02 and AS-03 group and levels, the Agency will provide an allowance to incumbents of AS-01, AS-02 and AS-03 Compensation Advisor positions for the performance of Compensation and Benefit duties.

2. The parties agree that AS-01, AS-02 and AS-03 Compensation Advisors who perform the duties of positions identified above shall be eligible to receive a "Retention Allowance" in the following amounts and subject to the following conditions:

- a) Effective June 14, 2017, and ending with the signing of a new collective agreement, AS-01, AS-02 and AS-03 Compensation Advisors who perform the duties of positions identified above shall be eligible to receive an allowance to be paid biweekly;
- b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eighty eight (260.88);

Retention Allowance

	Annual	Daily
AS-01, AS-02 and AS-03 Compensation Advisors	\$2,500	\$9.58

- c) The Retention Allowance specified above does not form part of an employee's salary;
- d) The Retention Allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under article 37 of this collective agreement;
- e) Subject to (f) below, the amount of the Retention Allowance payable is that amount specified in paragraph 2(b) for the level prescribed in the certificate of appointment of the employee's AS-01, AS-02 and AS-03 position;

- f) When a Compensation Advisor as defined in clause 1 above is required by the Agency to perform duties of a higher classification level in accordance with clause 58.07, the Retention Allowance shall not be payable for the period during which the employee performs the duties of a higher level.

3. A part-time AS-01, AS-02 and AS-03 Compensation Advisor shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.

4. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.

5. This Memorandum of Understanding expires with the signing of a new collective agreement.

BARGAINING AGENT PROPOSAL

N/A – This counter-proposal from the union was not discuss at the bargaining table.

BARGAINING AGENT AMENDED PROPOSAL* Received October 21, 2019

**APPENDIX "L"
MEMORANDUM OF UNDERSTANDING**

BETWEEN

THE PARKS CANADA AGENCY

(HEREINAFTER CALLED THE AGENCY)

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

(HEREINAFTER CALLED THE PSAC)

IN RESPECT OF THE RETENTION ALLOWANCE FOR EMPLOYEES INVOLVED WITH THE PERFORMANCE OF COMPENSATION AND BENEFITS DUTIES ~~COMPENSATION ADVISORS~~

1. In an effort to increase retention of **all employees involved with the performance of Compensation and Benefits duties** ~~Compensation Advisors at the AS-01, AS-02 and AS-03 group and levels,~~ the Agency will provide an allowance to **all such employees incumbents of AS-01, AS-02 and AS-03 Compensation Advisor positions** for the performance of Compensation and Benefit duties.

2. The parties agree that **all such employees AS-01, AS-02 and AS-03 Compensation Advisors** who perform the duties of positions identified above shall be eligible to receive a "Retention Allowance" in the following amounts and subject to the following conditions:

- a) ~~Effective June 14, 2017~~ **Commencing on the date of signing of this collective agreement**, and ending with the signing of a new collective agreement, **all employees AS-01, AS-02 and AS-03 Compensation Advisors** who perform the duties of positions identified above shall be eligible to receive an allowance to be paid biweekly;
- b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eighty eight (260.88);

Retention Allowance

	Annual	Daily
AS-01, AS-02 and AS-03 Compensation Advisors	\$2,500 \$3500	\$9.58 \$13.42

- c) The Retention Allowance specified above ~~does not~~ forms part of an employee's salary and as **such shall be pensionable**;
- d) The Retention Allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under article 37 of this collective agreement;
- e) Subject to (f) below, the amount of the Retention Allowance payable is that amount specified in paragraph 2(b) for the level prescribed in the certificate of appointment ~~of the employee's AS-01, AS-02 and AS-03 position~~;
- f) **When an employee involved with the performance of Compensation and Benefits duties a Compensation Advisor as defined in clause 1 above** is required by the Agency to perform duties of a higher classification level in accordance with clause 58.07, the Retention Allowance shall not be payable for the period during which the employee performs the duties of a higher level.

3. A part-time **employee receiving the allowance AS-01, AS-02 and AS-03 Compensation Advisor** shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.

4. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.

5. This Memorandum of Understanding expires with the signing of a new collective agreement.

PARKS CANADA PROPOSAL

APPENDIX "L" ALLOWANCE FOR COMPENSATION ADVISORS

**

1. In an effort to increase retention of Compensation Advisors at the AS-01, AS-02 and AS-03 group and levels, the Agency will provide an allowance to incumbents of AS-01, AS-02 and AS-03 Compensation Advisor positions for the performance of Compensation and Benefit duties.
2. The parties agree that AS-01, AS-02 and AS-03 Compensation Advisors who perform the duties of positions identified above shall be eligible to receive a "Retention Allowance" in the following amounts and subject to the following conditions:

- a) ~~Effective June 14, 2017~~ **Commencing on August 5th 2018, and ending on August 4th 2022 with the signing of a new collective agreement,** AS-01, AS-02 and AS-03 Compensation Advisors who perform the duties of positions identified above shall be eligible to receive an allowance to be paid biweekly;
- b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eighty eight (260.88);

Retention Allowance	Annual	Daily
AS-01, AS-02 and AS-03 Compensation Advisors	\$2,500	\$9.58

- c) The Retention Allowance specified above does not form part of an employee's salary;
- d) The Retention Allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under article 37 of this collective agreement;
- e) Subject to (f) below, the amount of the Retention Allowance payable is that amount specified in paragraph 2(b) for the level prescribed in the certificate of appointment of the employee's AS-01, AS-02 and AS-03 position;
- f) When a Compensation Advisor as defined in clause 1 above is required by the Agency to perform duties of a higher classification level in accordance with clause 58.07, the Retention Allowance shall not be payable for the period during which the employee performs the duties of a higher level.

3. A part-time AS-01, AS-02 and AS-03 Compensation Advisor shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.

4. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.
5. This Memorandum of Understanding expires **August 4, 2022** ~~with the signing of a new collective agreement.~~

Remarks:

***This counter-proposal was tabled by the Bargaining Agent on October 21st, 2019 after the declaration of the impasse.**

In August 2011, a \$2,000 annual allowance applicable to incumbents of AS-02 Compensation Advisor positions was introduced in the collective agreement to address issues of retention within the compensation advisor community.

In 2017, the \$2,000 allowance was increased to \$2,500 annually and the eligibility criteria was expanded to all compensation advisors at the AS-01, AS-02 and AS-03 group and level who perform compensation duties.

The Bargaining Agent is seeking to remove the eligibility criteria based on the group and level, which would result in expanding the scope to all employees involved with the performance of compensation duties. The Bargaining Agent is also seeking an increase of the allowance, from \$2,500 to \$3,500 annually.

Parks Canada has received no information to substantiate the need for the proposed changes.

The Bargaining Agent's counter to the Parks Canada proposal is consistent with the scope and quantum provisions of the PSAC demand presented at the Core Public Service Administration. This counter-proposal was only tabled by the Bargaining Agent on October 21st 2019, after the PSAC declared an impasse. This is the first opportunity that the Parks Canada has to analyze this counter-proposal.

Parks Canada demonstrated its good faith with this proposal (Appendix L-Allowance for Compensation Advisors) which maintain the current allowance, as is, for compensation advisors for an additional four years (August 5, 2018 to August 4, 2022).

Therefore, Parks Canada is not in agreement with the Bargaining Agent's demand (Appendix L- MOU in respect of the retention allowance for employees involved with the performance of compensation and benefits duties), and proposes that the Appendix L- MOU Allowance for compensation advisors, be renewed without changes for a 4-year period (August 5, 2018 to August 4, 2022).

APPENDIX M- TEMPORARY INCENTIVES FOR COMPENSATION ADVISORS

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

**

**APPENDIX "M"
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)
IN RESPECT OF THE
TEMPORARY INCENTIVES FOR THE RECRUITMENT AND RETENTION
OF COMPENSATION ADVISORS**

In an effort to support the recruitment and retention of Compensation Advisors at the AS-01, AS-02 and AS-03 group and levels who perform compensation duties that are directly linked to pay operations and transactions at the Public Service Pay Centre (including satellite offices) and within Parks Canada, the Agency will provide the following temporary incentives for new recruits, retirees and incumbents of Compensation Advisor positions:

Part A) Incentives

Commencing on the date of signing of this collective agreement, and ending June 1, 2018, Compensation Advisors eligible for the Compensation Advisors Retention Allowance (hereafter referred to as "employees") shall be eligible to receive the following incentive payments:

1. One-time Incentive Payment

The Agency will provide an incentive payment to employees of \$4,000, only once during the employee's entire period of employment in the federal public service.

Current Employees will receive the lump sum payment of \$4,000, payable effective the date of signing of this collective agreement.

New Recruits hired after the signing of this collective agreement and prior to June 1, 2018, will receive the incentive payment after completing a one-year period of continuous employment.

Retirees who come back to work as Compensation Advisors after the signing of this collective agreement and prior to June 1, 2018, will earn the incentive payment through prorated payments over a six-month contiguous or non-contiguous period of employment, starting upon commencement of employment. The full amount of the incentive payment will be pro-rated to the period worked up to a maximum period of six months, and paid in increments on a bi-weekly basis. The qualifying period to receive the award is shorter than the qualifying period for new recruits in recognition of the experience a retiree will contribute to the operations immediately upon hiring.

Part-time employees shall be entitled to the payment on a pro rata basis based on actual hours worked during the relevant qualifying period as per the above, as a percentage of full time hours.

2. Overtime

Overtime shall be compensated at double (2) time for overtime worked during the period between August 1, 2017 and June 1, 2018.

3. (a) Carry-Over and/or Liquidation of Vacation Leave

- i. Where, in the vacation year 2017-2018, an employee has not been granted all of the vacation leave credited to the employee, the unused portion of their vacation leave on March 31, 2018 shall be carried over into the following vacation year.
- ii. If on March 31, 2019, an employee has more than two hundred and sixty-two decimal five (262.5) hours of unused vacation leave credits, a minimum of seventy-five (75) hours per year of the excess balance shall be granted or paid in cash, in accordance with the employee's choice, by March 31 of each year commencing March 31, 2019, until all vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay, as calculated from the classification prescribed in his or her letter of offer of his or her substantive position on March 31, 2018.

(b) Compensation in cash or leave with pay

All compensatory leave earned in the fiscal year 2016-2017 and outstanding on September 30, 2017, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Agency. Should the employee request accumulated compensatory leave be paid out on September 30, 2017, it will be paid out at the employee's hourly rate of pay as calculated from the classification prescribed in the letter of offer of his or her substantive position on September 30, 2017. All compensatory leave earned in the fiscal year 2017-2018, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Agency. For greater clarity, the provisions of article 34.01(a) of the collective agreement remain applicable. Should the employee request accumulated compensatory leave be paid out on September 30, 2018, it will be paid out at the employee's hourly rate of pay as calculated from the classification prescribed in the letter of offer of his or her substantive position on September 30, 2018.

Part B) Other provisions

Pay processing of the incentive payments for retirees and part-time employees, as well as overtime will be implemented within 150 days following the signature of this agreement.

The parties agree that the terms of this Memorandum of Understanding will not be affected by any notice to bargain served under section 106 of the *Federal Public Sector Labour Relations Act*. As such, the terms and conditions set out in this Memorandum of Understanding will cease on the dates

indicated in the Memorandum of Understanding and will not be continued in force by the operation of s. 107. Prior to June 1, 2018 the parties may agree by mutual consent to extend the limitation periods set out in clauses 2 and 3. (a) and (b), based on an assessment of working conditions, recruitment and retention issues with compensation advisors and the need to continue to provide for increased capacity.

The parties recognize that an extension of these clauses is made without prejudice or precedent and will in no way bind the parties to any particular position that they may wish to take on overtime, carry-over and/or liquidation of vacation leave or compensation in cash or leave with pay issues during any round of collective bargaining.

BARGAINING AGENT PROPOSAL

N/A – This counter-proposal from the union was not discuss at the bargaining table.

BARGAINING AGENT AMENDED PROPOSAL* Received October 21, 2019

APPENDIX "M"

**MEMORAMDUM OF UNDERSTANDING
BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)
IN RESPECT OF THE
TEMPORARY INCENTIVES FOR THE RECRUITMENT AND RETENTION
OF EMPLOYEES INVOLVED IN COMPENSATION AND BENEFITS DUTIES ~~COMPENSATION ADVISORS~~**

In an effort to support the recruitment and retention of ~~Compensation Advisors at the AS-01, AS-02 and AS-03 group and levels~~ **employees involved with the performance of Compensation and Benefits duties** who perform compensation duties that are directly linked to pay operations and ~~transactions~~ at the Public Service Pay Centre (including satellite offices) and within Parks Canada, the Agency will provide the following **incentive payments** ~~temporary incentives for new recruits, retirees and incumbents of Compensation Advisor positions:~~

Part A) Incentives

~~Commencing on the date of signing of this collective agreement,~~ **Effective June 1, 2019** and ending **August 4, 2021** ~~June 1, 2018,~~ **Compensation Employees Advisors** eligible for the **Compensation Advisors**

Employees Retention Allowance (hereafter referred to as "employees") shall be eligible to receive the following incentive payments:

1. One-time Incentive Payment

The Agency will provide an incentive payment to employees of \$4,000, only once during the employee's entire period of employment in the federal public service. **Employees who are acting in an AS-04 Compensation position will continue to be eligible for the \$4,000 payment, provided they are eligible for the Compensation Retention Allowance in their substantive position.**

Current Employees will receive the lump sum payment of \$4,000, payable effective the date of signing of this collective agreement.

New Recruits hired on or after ~~June 1, 2019~~ ~~after the signing of this collective agreement~~ and prior to ~~June 1, 2018~~ ~~August 4, 2021~~, will receive the incentive payment after completing a one-year period of continuous employment.

Retirees who come back to work as Compensation ~~Employees~~ ~~Advisors~~ on or after ~~June 1, 2019~~ ~~after the signing of this collective agreement~~ and prior to ~~June 1, 2021~~ ~~2018~~, will earn the incentive payment through pro-rated payments over a six-month contiguous or non-contiguous period of employment, starting upon commencement of employment. The full amount of the incentive payment will be pro-rated to the period worked up to a maximum period of six months, and paid in increments on a bi-weekly basis. The qualifying period to receive the award is shorter than the qualifying period for new recruits in recognition of the experience a retiree will contribute to the operations immediately upon hiring.

Part-time employees shall be entitled to the payment on a pro rata basis based on actual hours worked during the relevant qualifying period as per the above, as a percentage of full time hours.

Employees departing on maternity/parental leave who qualify for the incentive shall be eligible for a prorated amount based on the portion of a year worked on or after May 31, 2018 and prior to August 4, 2021 upon their departure, less any amounts already received. Employees will remain eligible for the remaining balance of the \$4,000 incentive upon their return to work, to be paid on completion of 12 month's work. The incentive amount is not subject to the 37.02 b repayment undertaking, and shall not be counted as income for the purposes of the maternity/parental leave top-up.]

For greater clarity, nothing in this MOU shall suggest that employees can receive incentive payments that cumulatively exceeds \$4,000, as a result of eligibility under this or a previous MOU.

2. Overtime

Overtime shall be compensated at double (2) time for overtime worked during the period between ~~June 1, 2019~~ ~~August 1, 2017~~ and ~~June 1, 2018~~ ~~August 4, 2021~~.

3. (a) Carry-Over and/or Liquidation of Vacation Leave

- i. Where, in the vacation year ~~2018-2019~~~~2017-2018~~, an employee has not been granted all of the vacation leave credited to the employee, the unused portion of their vacation leave on March 31, ~~2019~~~~2018~~ shall be carried over into the following vacation year.
- ii. If on March 31, ~~2020-2019~~, an employee has more than two hundred and sixty-two decimal five (262.5) hours of unused vacation leave credits, a minimum of seventy-five (75) hours per year of the excess balance shall be granted or paid in cash, in accordance with the employee's choice, by March 31 of each year commencing March 31, ~~2020~~~~2019~~, until all vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay, as calculated from the classification prescribed in his or her letter of offer of his or her substantive position on March 31, ~~2019~~~~2018~~.

(b) Compensation in cash or leave with pay

All compensatory leave earned in the fiscal year 2016-2017 **and 2017-2018** and outstanding on September 30, ~~2018~~~~2017~~, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Agency. Should the employee request accumulated compensatory leave be paid out on September 30, ~~2018~~ ~~2017~~, it will be paid out at the employee's hourly rate of pay as calculated from the classification prescribed in the letter of offer of his or her substantive position on September 30, ~~2018~~~~2017~~. All compensatory leave earned in the fiscal year ~~2018-2019~~~~2017-2018~~, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Agency. For greater clarity, the provisions of article 34.01(a) of the collective agreement remain applicable. Should the employee request accumulated compensatory leave be paid out on September 30, ~~2019~~~~2018~~, it will be paid out at the employee's hourly rate of pay as calculated from the classification prescribed in the letter of offer of his or her substantive position on September 30, ~~2019~~~~2018~~.

Part B) Other provisions

Pay processing of the incentive payments for retirees and part-time employees, as well as overtime will be implemented within 150 days following the signature of this agreement.

~~The parties agree that the terms of this Memorandum of Understanding will not be affected by any notice to bargain served under section 106 of the *Federal Public Sector Labour Relations Act*. As such, the terms and conditions set out in this Memorandum of Understanding will cease on the dates indicated in the Memorandum of Understanding and will not be continued in force by the operation of s. 107.~~

~~Prior to June 1, 2018 the parties may agree by mutual consent to extend the limitation periods set out in clauses 2 and 3. (a) and (b), based on an assessment of working conditions, recruitment and retention issues with compensation advisors and the need to continue to provide for increased capacity.~~

~~The parties recognize that an extension of these clauses is made without prejudice or precedent and will in no way bind the parties to any particular position that they may wish to take on overtime, carry-over and/or liquidation of vacation leave or compensation in cash or leave with pay issues during any round of collective bargaining.~~

PARKS CANADA PROPOSAL

Parks Canada reserves the right to introduce other proposals on this article. The Agency did not have the opportunity to do it as of yet.

Remarks:

***This amendment to its proposal was tabled by the Bargaining Agent on October 21st, 2019 after the declaration of the impasse.**

The Bargaining Agent amended its proposal after they declared the impasse, it was not presented or discussed at the table. This proposal appears intended to mirror the renewal and expansion of the PSAC demands at the CPA and does not recognize the specific conditions previously agreed to between the parties here at Parks Canada.

This Appendix (Appendix M- Temporary incentives for recruitment and retention of compensation advisors) was meant as a temporary measure, to address significant challenges with the Phoenix pay system.

It was intended to have a one-year duration and initially expire as indicated in the current Appendix M- Temporary incentives for the recruitment and retention of compensation advisors: (excerpt from the current Appendix M)

The parties agree that the terms of this Memorandum of Understanding will not be affected by any notice to bargain served under section 106 of the Federal Public Sector Labour Relations Act. As such, the terms and conditions set out in this Memorandum of Understanding will cease on the dates indicated in the Memorandum of Understanding and will not be continued in force by the operation of s. 107.

Prior to June 1, 2018 the parties may agree by mutual consent to extend the limitation periods set out in clauses 2 and 3. (a) and (b), based on an assessment of working conditions, recruitment and retention issues with compensation advisors and the need to continue to provide for increased capacity.

The parties recognize that an extension of these clauses is made without prejudice or precedent and will in no way bind the parties to any particular position that they may wish to take on overtime, carry-over and/or liquidation of vacation leave or compensation in cash or leave with pay issues during any round of collective bargaining.

Section 107 of the FPSLRA:

Duty to observe terms and conditions

107 *Unless the parties otherwise* agree, and subject to section 132, after the notice to bargain collectively is given, each term and condition of employment applicable to the employees in the bargaining unit to which the notice relates that may be included in a collective agreement, and that is in force on the day the notice is given, is continued in force and must be observed by the employer, the bargaining agent for the bargaining unit and the employees in the bargaining unit until a collective agreement is entered into in respect of that term or condition or

(a) if the process for the resolution of a dispute is arbitration, an arbitral award is rendered; or

(b) if the process for the resolution of a dispute is conciliation, a strike could be declared or authorized without contravening subsection 194(1).

The MOU ended June 1, 2018 and the parties have not extended its duration by mutual agreement.

The specific language agreed upon by the parties in this Appendix clearly specified the intentions of the parties:

the terms and conditions set out in this Memorandum of Understanding will cease on the dates indicated in the Memorandum of Understanding and will not be continued in force by the operation of s. 107

The parties made an informed decision and agreed that this provision was temporary in nature.

The provisions of the Appendix M- MOU between Parks Canada Agency and the Public Service Alliance of Canada with respect to Temporary incentives for the recruitment and retention of compensation advisors are specifically excluded from the "freeze" period under section 107 of the FPSLRA that maintains terms and conditions of employment during negotiations.

Accordingly, Parks Canada requests that the Commission not include this proposal in its report.

APPENDIX N LETTER OF AGREEMENT IN RESPECT OF THE APPLICATION OF THE POLICIES SET OUT IN ARTICLE 6

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

**APPENDIX "N"
LETTER OF AGREEMENT
BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)
IN RESPECT OF THE
APPLICATION OF THE POLICIES SET OUT IN ARTICLE 6**

The Agency and the PSAC agree to create a sub-committee of the National Labour Management Consultation Committee (NLMCC). The sub-committee's mandate will be to discuss issues regarding the application of the policies set out in Article 6 of the collective agreement.

The sub-committee will report to the NLMCC on the establishment of their terms of reference and on their findings and recommendations.

The creation of the sub-committee will be added to the agenda of the next NLMCC meeting.

SIGNED AT OTTAWA, this 23rd day of the month of April 2013.

BARGAINING AGENT 'S POSITION

Delete all language in the current Appendix "N"

Within 90 days of ratification of the collective agreement, the Agency shall take any and all necessary steps to return to full membership in the National Joint Council.

PARKS CANADA PROPOSAL

Deletion

~~**APPENDIX "N" LETTER OF AGREEMENT IN RESPECT OF THE APPLICATION OF THE POLICIES SET OUT IN ARTICLE 6**~~

~~The Agency and the PSAC agree to create a sub-committee of the National Labour Management Consultation Committee (NLMCC). The sub-committee's mandate will be to discuss issues regarding the application of the policies set out in Article 6 of the collective agreement.~~

~~The sub-committee will report to the NLMCC on the establishment of their terms of reference and on their findings and recommendations.~~

~~The creation of the sub-committee will be added to the agenda of the next NLMCC meeting.~~

Remarks:

Both parties are in agreement to delete the Appendix N.

APPENDIX XXXX-MEMORANDUM OF UNDERSTANDING WITH RESPECT TO THE NATIONAL JOINT COUNCIL

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)
N/A
BARGAINING AGENT PROPOSAL
<p>PSAC proposes to delete all language in the current Appendix "N" and replace with the following:</p> <p>Within 90 days of ratification of the collective agreement, the Agency shall take any and all necessary steps to return to full membership in the National Joint Council.</p>
PARKS CANADA COUNTER PROPOSAL
<p>APPENDIX "XXXX" MEMORANDUM OF UNDERSTANDING WITH RESPECT TO THE NATIONAL JOINT COUNCIL</p> <p>The Agency and the PSAC agree to create a sub-committee of the National Labour Management Consultation Committee (NLMCC). The sub-committee's mandate will be to analyze the directives set out in article 6 of the collective agreement which relate to a comparable National Joint Council (NJC) directive to determine if the Agency would benefit from joining the National Joint Council (NJC) for the applicable directives.</p> <p>The sub-committee will report to the NLMCC on the establishment of their terms of reference and on their findings and recommendations. Following the recommendations, if both parties agree, the Agency could opt-in for one or more NJC directives in accordance with NJC procedures.</p> <p>The creation of the sub-committee will be added to the agenda of the next NLMCC meeting.</p>

Remarks:

As of this date, the Bargaining Agent neither accepted, nor declined the counter-proposal from Parks Canada. The Agency is therefore of the view that the parties have not bargained sufficiently on this issue.

Parks Canada is not in specific agreement with the Bargaining Agent's demand and tabled a counter-proposal on July 17, 2019 which allows the parties create a sub-committee to analyze the directives set

out in Article 6 of the collective agreement which relate to a comparable National Joint Council (NJC) directive to determine if Parks Canada would benefit from joining the National Joint Council (NJC) for the applicable directives. Following the recommendations, if both parties agree, Parks Canada could opt-in for one or more NJC directives in accordance with NJC procedures.

It is important to analyze each NJC Directives individually and in depth as consequences for Parks Canada could incur large and unmanageable financial and administrative burdens depending on the specific NJC Directives. Furthermore, not all NJC policies have practical application within the Parks Canada operating environment.

As a separate employer, Parks Canada has the authority to create and implement its own policies governing matters of the Agency. On February 3, 1999, the CEO approved the recommendation of the NJC Regular Benefits Working Group composed of union/management representatives. This working group was mandated to review the NJC directive for their applicability to Parks Canada's operating environment and to develop related Agency policies that will form part of the terms and condition of employment at Parks Canada.

Parks Canada Policies are listed under Article 6 of the collective agreement and include: Travel, Isolated Posts, First Aid to the Public, Bilingualism Bonus, Uniforms, Living Accommodation, Commuting Assistance and Relocation.

At the creation of Parks Canada, the NJC Regular Benefits Working Group recommended eliminating the Headquarters area defined by 16 km radius. In the Parks Canada Travel Policy, the "workplace" was decided to be the basis for determining if an employee is or is not in travel status. In order to benefit from the travel policy entitlements, an employee must be in travel status (i.e.) outside of his/her normal workplace. It is the responsibility of the level 3 Manager to define the workplace for their employees and to determine exceptions.

Finally, Parks Canada travel policy provides for greater flexibility in circumstances where travelers are placed in situations where they cannot incur any expenses (except for whatever food she or he may require for the duration of the assignment). When facing these circumstances, Parks Canada shall purchase the food for the authorized traveler(s) based on an agreed upon menu; or provide a non-accountable allowance equal to the one half of the applicable meal allowance for each meal consumed by the employee for the duration of the patrol.

Consequently, Parks Canada has to ensure its due diligence in analyzing each directive individually and in depth to ensure that it could be viable, cost-effective and meet operational needs of Parks Canada prior to opt-in for one or more NJC Directives.

Based on the above, Parks Canada is not in agreement with the Bargaining Agent proposal and is still waiting for a position on the Agency's counter-proposal.

Parks Canada counter-proposal (Appendix XXXX MOU with respect to the National Joint Council) is a positive response for the issue raised by the Bargaining Agent.

APPENDIX O- LETTER OF AGREEMENT IN RESPECT OF THE STUDENT EMPLOYMENT

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)
BARGAINING AGENT 'S POSITION
NO CHANGE
PARKS CANADA PROPOSAL
<p>Deletion APPENDIX "O" LETTER OF AGREEMENT IN RESPECT OF THE STUDENT EMPLOYMENT</p> <p>The Agency and the PSAC agree to create a sub-committee of the National Labour Management Consultation Committee (NLMCC). The sub-committee's mandate will be to discuss issues regarding student employment.</p> <p>The sub-committee will report to the NLMCC on the establishment of their terms of reference and on their findings and recommendations.</p> <p>The creation of the sub-committee will be added to the agenda of the next NLMCC meeting.</p>

Remarks:

Parks Canada is proposing to delete Appendix O - LOA in respect to student employment as this sub-committee of the NLMCC was established in 2014, terms of references were approved in April 2014 and no recommendations resulted from this committee.

Student are not included in the context of the Bargaining Certificate issued on May 1st 2001. Parks Canada respectfully submits that discussions regarding the student workforce should not be entertained in front of the Public Interest Commission as they are not represented by this Bargaining Agent.

More over, the provisions of this proposal circumvent the exclusive authority of the Chief Executive Officer of Park Canada with regard to the governance of its staffing regime.

The *Parks Canada Agency Act* provides the following:

13 (1) *The Chief Executive Officer has exclusive authority to*

*(a) appoint, lay-off or terminate the employment of the employees of the Agency;
and*

*(b) establish standards, procedures and processes governing staffing, including
the appointment, lay-off or termination of employment otherwise than for cause,
of employees.*

Based on the above, the Agency proposes to delete this Appendix O - Letter of agreement in respect of the Student Employment.

APPENDIX P- MEMORANDUM OF UNDERSTANDING WITH RESPECT TO SUPPORTING EMPLOYEE WELLNESS

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

APPENDIX "P"

**MEMORANDUM OF AGREEMENT
BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)
ON SUPPORTING EMPLOYEE WELLNESS**

Further to the Memorandum of Agreement on Supporting Employee Wellness between Treasury Board and the Public Service Alliance of Canada:

The Agency and the PSAC agree to undertake the necessary steps in order to implement applicable changes resulting from the findings/conclusions of the joint Treasury Board/PSAC Task Force on supporting employee wellness. The parties agree to continue the current practice of working collaboratively to address concerns with respect to employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

BARGAINING AGENT 'S POSITION

**APPENDIX P
MEMORANDUM OF AGREEMENT
BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)
ON SUPPORTING EMPLOYEE WELLNESS**

DELETE

PARKS CANADA PROPOSAL

APPENDIX "P" MEMORANDUM OF UNDERSTANDING WITH RESPECT TO SUPPORTING EMPLOYEE WELLNESS

****New**

Further to the Memorandum of Agreement on Supporting Employee Wellness between Treasury Board and the Public Service Alliance of Canada:

The parties agree to undertake the necessary steps to implement applicable changes resulting from the findings/conclusions of the joint Treasury Board/PSAC Task Force on supporting employee wellness.

The parties agree to continue the current practice of working collaboratively to address concerns with respect to employee wellness and the reintegration of employees into the workforce after periods of leave due to illness or injury.

Remarks:

Parks Canada respectfully submits that we did not engage in meaningful negotiations on this topic.

The Bargaining Agent proposed to delete this MOA (reproduced above) from the Parks Canada collective agreement.

Parks Canada is looking forward to continue the dialogue with the Bargaining Agent on this item.

APPENDIX Q- MEMORANDUM OF UNDERSTANDING IN RESPECT TO THE IMPLEMENTATION OF A RECOVERY SYSTEM FOR LEAVE FOR UNION BUSINESS

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

BARGAINING AGENT 'S POSITION

NO CHANGE

PARKS CANADA PROPOSAL

Deletion

~~**APPENDIX "Q" MEMORANDUM OF UNDERSTANDING IN RESPECT TO THE IMPLEMENTATION OF A RECOVERY SYSTEM FOR LEAVE FOR UNION BUSINESS**~~

~~This memorandum is to give effect to an agreement reached between the Agency and the PSAC to implement a system of cost recovery for leave for union business.~~

~~The elements of the system are as follows:~~

- ~~• Recoverable paid leave for union business for periods of up to 3 months of continuous leave per year;~~
- ~~• Cost recovery will be based on actual salary costs during the leave period, to which a percentage of salary, agreed to by the parties, will be added;~~
- ~~• The Agency will pay for all administration costs associated with the operation of this system.~~

~~The surcharge will be based on average expected costs incurred by the Agency for payroll taxes, pensions and supplementary benefits during the operation of the program as described above, calculated according to generally accepted practices.~~

~~Notwithstanding anything else in this agreement, and as an overarching principle, it will not include costs for benefits that would otherwise be paid by the Agency during an equivalent period of leave without pay. The consequences of the implementation of clause 13.15 will be cost neutral for the Agency in terms of compensation costs, and will confer neither a substantial financial benefit, nor a substantially increased cost on the Agency.~~

~~A joint committee consisting of an equal number of PSAC and Agency representatives will be~~

~~struck to resolve matters related to the implementation of this new program, including, but not limited to, invoices, accounting and the manner of the transaction.~~

~~The Joint Committee's principal work will relate to:~~

- ~~• Determining an appropriate surcharge in recognition of the considerations identified in this document;~~
- ~~• Establishing processes and the Agency's reporting requirements;~~
- ~~And~~
- ~~• Other considerations associated with implementation.~~

~~If agreement cannot be reached on recovering costs against union remittances, the Joint Committee will consider alternate means of cost recovery.~~

~~The Joint Committee will be struck and convened within sixty (60) days of the signing of a new collective agreement. Work will be completed within the following four (4) months, with implementation to be completed by the earliest feasible date as determined by the committee.~~

~~In the event that the parties do not reach an agreement, the parties may seek the services of a mediator. Necessary consequential changes will be made to Article 13, effective August 1, 2018.~~

~~The deadline for completion of work and implementation of this system may be extended by mutual consent of both parties to this agreement.~~

Remarks:

The system of cost recovery for leave for union business has been successfully implemented. Consequently, there is no reason to renew this Appendix.

Based on the above, the Agency recommends the deletion of Appendix Q - MOU in respect to the implementation of a recovery system for leave for union business.

APPENDIX XX- MEMORANDUM OF UNDERSTANDING WITH RESPECT TO THE IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)
BARGAINING AGENT 'S POSITION
PARKS CANADA PROPOSAL
The Agency reserves the right to introduce other proposals or counter-proposals on this new Appendix as discussed at the bargaining table on July 17, 2019. The Agency did not have the opportunity to do it as of yet.

Remarks:

Parks Canada did not have the opportunity to present its proposal regarding the implementation of the collective agreement given that during the last negotiations session on July 16, 2019 the Bargaining Agent tabled its pay proposal and the Agency was informed on July 19, 2019 that the PSAC was declaring an impasse in our collective bargaining negotiations.

Consequently, Parks Canada respectfully reserves the right to introduce other proposals or counter proposals at the bargaining table concerning this Appendix, since Parks Canada did not have the opportunity to do so during the abbreviated bargaining process.

NEW ARTICLE- STUDENT EMPLOYMENT

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)	
N/A	
BARGAINING AGENT PROPOSAL	
NEW ARTICLE	
STUDENT EMPLOYMENT	
XX.01	“Students” for the purposes of this Article means students hired under legitimate student programs. Those not hired under legitimate student programs shall be bargaining unit members.
XX.02	“Legitimate” student programs consist of either the Federal Student Work Experience Program, the Research Affiliate Program or the Post-Secondary Co-operative Education and Internment program.
XX.03	Students shall not be used to either displace bargaining unit employees or to avoid filling bargaining unit positions.
XX.04	Overtime work shall be offered on an equitable basis to employees (bargaining unit members) consistent with Article 24 Overtime. Should no employee accept the offered overtime, the Employer may offer the overtime to students.
XX.05	The Agency shall ensure that students receive adequate training and supervision, and shall ensure that students are not exposed to dangerous or unsafe working conditions and are covered under the Canada Labour Code part II.
XX.06	The parties shall meet within ninety (90) days of ratification to discuss and agree upon the terms and conditions under which those students assigned bargaining unit work might carry out their assigned duties. Such terms and conditions shall include wage rates.
PARKS CANADA 'S POSITION	
NO CHANGE	

Remarks:

Students are not included in the Bargaining Certificate issued on May 1st 2001. Parks Canada respectfully submits that discussion regarding the student workforce should not be entertained in front of the Public Interest Commission as they are not represented by this Bargaining Agent.

More over, the provision of this proposal circumvents the exclusive authority of the Chief Executive Officer of Parks Canada with regard to the governance of its staffing regime.

The Parks Canada Agency Act provides the following:

13 (1) The Chief Executive Officer has exclusive authority to

(a) appoint, lay-off or terminate the employment of the employees of the Agency; and

(b) establish standards, procedures and processes governing staffing, including the appointment, lay-off or termination of employment otherwise than for cause, of employees.

Notwithstanding the above, the Agency submits that all employees, including students, receive the appropriate training and supervision in accordance with the Canada Labour Code Part II.

In light of the above, the Agency is not in agreement with the Bargaining Agent's demand, and proposes not to include these demands, in the agreement.

NEW ARTICLE- PARK WARDENS

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

N/A

BARGAINING AGENT PROPOSAL

Firearm Practice Time

- xx.01 a) A Park Warden that is required to carry a firearm in the course of their duties, shall be entitled to two (2) days per year for non-mandatory firearm practice. Such days shall be scheduled such that they are consistent with the employee's regular hours of work.
- b) Any travel associated with a) above shall be subject to the National Joint Council Travel Directive.

Seasonal Status of Park Wardens

xx.02. From the date of signing of this Agreement, the Agency shall only hire Park Wardens in year-round positions. All pre-existing, seasonal Park Warden positions will become year-round, and the Park Wardens who already occupy those positions will be provided with the year-round position at that same location, classification level and pay increment.

Park Warden Early Retirement

xx.03 Park Wardens will have the option to retire after 25 years of cumulative service, without penalty.

Park Warden Testing and Certification

- xx.04 For the purposes of testing, certification, and qualifications, the Agency agrees that
- (a) Once trained, tested and certified in firearms, Use of Force, physical fitness, and designated as Peace Officers under the *Canada National Parks Act*, Park Wardens shall be given every reasonable opportunity to achieve recertification, at such times as it is required by the Agency.
 - (b) If a Park Warden fails to meet the criteria for recertification as outlined in (a) above, the Employer shall make every reasonable effort to find another position for the employee within the Agency, or elsewhere within the Public Service. Such employees shall be salary

protected, consistent with a Reinstatement Priority as detailed in the Parks Canada Staffing Policy.

- (c) Any Park Warden who is injured in the line of duty, or while on training or during certifications or testing, and is unable to complete the criteria for re-certification will also qualify under this article, with salary protection and placement in a different position in the Agency, or elsewhere within the Public Service.
- (d) The parties agree to maintain a joint consultation committee to discuss the strategy for the placement of Park Wardens who are unsuccessful in re-certification, as detailed in (b) and (c) above.
- (e) Park Wardens will not be held to a standard of physical fitness for initial recruitment, certifications, or re-certification that is higher than that of the regular members of the Royal Canadian Mounted Police.

Park Warden Mental Health

xx.05 In support of Park Warden mental health in the workplace, the Agency will establish

- (a) A peer-to-peer network of Park Wardens
- (b) A mental health training program to be provided to all Park Wardens, and
- (c) A critical incident debriefing for use-of-force and other high-stress or traumatic events
 - i. This debriefing must be provided to staff within 24 hours of an incident or a traumatic event where the Park Warden or immediate supervisor requests it, including specific assistance as required by a trained specialist.

Legal Indemnification for Park Wardens

xx.06 **The September 1, 2008 Treasury Board Policy on Legal Assistance and Indemnification shall form part of this Agreement, with the following modifications:**

3.1 Providing legal assistance and indemnification to employees is essential to the protection of the Crown's interest, the fair treatment of its employees, and the effective management of an organization. employees may be subject to legal claims/actions despite the fact that they are acting in good faith, within the scope of their duties or in the course of their employment. It is therefore necessary that they receive appropriate legal representation and be protected from personal liability as long as they are acting in good faith within the scope of their duties or in the course of their employment .

4.1 Remove definition of "Crown Servants". All references to Crown Servants in the Policy shall be replaced with "employee". Legal assistance (*services juridiques*)
includes the cost of the services of the Department of Justice Canada, a Crown agent or private counsel, as well as paralegal services and includes necessary travel costs, incidental costs and the use of expert witnesses.

5.1 The objectives of this policy are to:

- protect employees from personal financial losses or expenses incurred while they were acting within the scope of their duties or in the course of their employment;
- protect the Crown's interest and its potential or actual liability arising from the acts, errors or omissions of its employees; and
- ensure continued and effective public service to Canadians.

5.2 Expected results

The expected results of this policy are that:

- Employees' and the Crown's interests are protected from potential or actual liability personal or otherwise arising from the acts, errors or omissions of employees occurring while they were acting within the scope of their duties or in the course of their employment;
- Employees are protected against personal liability;
- the Crown and employees are appropriately and promptly represented; and
- parliamentary proceedings, commissions of inquiry and inquests have the full collaboration of employees.

6.1.1 Decision making: There shall be no monetary limit on legal assistance and indemnification.

Decisions in respect to a request for legal assistance or indemnification are the responsibility of the approval authority for the organization where the incident giving rise to the request first arose.

6.1.3 Eligibility:

In making a decision on whether to approve a request for legal assistance or indemnification, ensuring that the employees meets:

- the two basic eligibility criteria as described in 6.1.5; or
- the exceptional circumstances as described in 6.1.8; or
- the two qualifying criteria pertaining to parliamentary proceedings, commissions of inquiry, inquests or other similar proceedings as described in 6.1.9; and
- the requirements set out in Appendix B.

The approval authority may seek the advice of any officials who may have knowledge of the facts, as well as the legal advice of the Department of Justice Canada prior to making this decision. The

decision should be made before legal counsel engages with the employees to avoid a potential conflict situation, which would be detrimental to the interests of both the employees and the Crown.

6.1.5 Two basic eligibility criteria:

In considering employees for legal assistance or indemnification, determining whether the employee:

- acted in good faith;
- acted within the scope of their duties or employment with respect to the acts, errors or omissions giving rise to the request.

6.1.6 Legal assistance:

Deciding whether to approve legal assistance requests of employees who meet the two basic eligibility criteria in the following situations:

- when they are sued or threatened with a suit;
- when they are charged or likely to be charged with an offence;
- when they are named in a legal action or under threat of being named in a legal action; or
- when they are faced with serious personal liability before any court, tribunal or other judicial body; or
- when they are obliged to testify in quasi-judicial or judicial proceedings.

6.1.7 Indemnification:

Providing indemnification when the employee meets the two basic eligibility criteria as described in 6.1.5.

6.1.8 Exceptional circumstances:

Deciding whether to provide legal assistance or indemnification in the situations enumerated in 6.1.6 where the employee does not meet one or more of the two basic eligibility criteria as set out in 6.1.5, provided the approval authority considers that it would be in the public interest to approve the request, after having consulted the Advisory Committee on Legal Assistance and Indemnification.

If an employee grieves the Employer's decision not to provide him or her will legal assistance, he or she will be entitled to legal assistance during the grievance process, up to and including arbitration. If the grievance is denied at adjudication or if the grievance is withdrawn, the Employer shall recover any overpayment from the employee's pay, but such recovery shall not exceed ten percent (10%) of the employee's pay in each pay period, until the entire amount is recovered. Notwithstanding the foregoing, in the event that employment ceases, any overpayment still outstanding may be recovered in full from the final pay.

6.1.11 Ineligible requests:

Ensuring legal assistance or indemnification requests are not approved for the following matters:

- matters arising while the requestor was engaged under a contract for services, with the exception of ministers' exempt staff;
- an action or claim initiated by a employee unless it forms part of a defence to a legal claim, action or charge for which legal assistance was approved under this policy;
- an internal investigation or an internal administrative recourse mechanism including grievances, staffing or disciplinary proceedings; and
- activities undertaken/carried out by a volunteer.

6.1.12 Termination and recovery of legal assistance:

If at any time during or after the proceedings it becomes clear that the employee did not meet the basic eligibility criteria outlined in section 6.1.5 or did not continue to qualify under the exceptional circumstances described in section 6.1.8, a written notice of termination of legal assistance shall be issued to the employee, after which 30 more days of legal indemnification will be provided.

Where legal assistance was approved for a employee who met the criteria under 6.1.5, but it was subsequently established that he or she did not act in good faith or without instruction from the Employer, ensure that recovery action is considered and initiated for an amount equal to the legal assistance provided or the indemnification paid, and this amount shall constitute a debt owing to the Crown.

6.1.14 Responsibility for payment: Ensuring that:

- any amounts paid pursuant to this policy are paid from the budget of the organization in which the person worked at the time the act or error or omission giving rise to the request first occurred. If the approval authority is from a different organization, then ensuring that the amount is referred over to such organization for payment. If that organization no longer exists, the successor to that organization is to handle the request and bear the financial costs. If no successor organization exists, then an application to the Clerk of the Privy Council may be made to determine from which budget the amounts are to be paid;
- for cases involving offences, payment by the Crown does not include any fines or costs of prosecution; and

- payment is not made until the request and supporting information is provided, and the approval authority has issued an authorization in writing approving the request.

6.1.16 Private counsel:

In cases where there is a conflict of interest or a probable conflict of interest between the Crown and the employee, or when the employee is charged with an offence, deciding whether to authorize payments for private legal assistance after consulting the Department of Justice Canada with respect to the appropriateness of engaging such private counsel. Such consultation shall include the name of the proposed private counsel as well as the private counsel's proposed fee schedule. If it is determined that this source of assistance is appropriate and private legal assistance is authorized, then the approval authority shall provide written authorization to the employee including the selection of private counsel or a probable conflict of interest, and the approved fee schedules, and of the requirement for reviewing accounts by the Department of Justice Canada.

8.2 The Department of Justice Canada is responsible for:

- providing legal advice to approval authorities and their organizations;
- providing litigation services to the Crown and to the employees approved for assistance under this policy, including the conduct of the litigation, either through a Department of Justice counsel or an external counsel retained as an agent of the Attorney General, with the Minister of Justice having responsibility in consultation with the employee who requires legal assistance, for selecting and instructing the agent;
- ensuring, in cases where two or more employees are sued in the same action, that the same counsel is to conduct the employee's defence in the absence of a conflict of interest;
- treating, to the greatest extent possible and consistent with counsel's obligations to protect the interest of the Crown, all communications with the employee in confidence in any claim or proceeding for which the Attorney General of Canada has the authority under this policy to select and instruct counsel. The Crown will not use any information so disclosed in confidence by the employee in any disciplinary or civil action against the employee;
- when at any time during a proceeding a conflict arises for a Department of Justice counsel or an agent of the Attorney General representing the employee, the Attorney General could instruct such counsel to discontinue so acting. In such situations, the approval authority shall authorize the engagement of private legal assistance in accordance with the collective agreement;
- reviewing fees and disbursements proposed to be charged by private counsel and

- making recommendations in regard to a monetary settlement of a claim or an action made or brought against a employee.

Appendix A – Remove.

Appendix B - Requests by Employees

Process

In order to be considered for legal assistance and indemnification, an employee is required to:

1. inform the appropriate official (normally the employee's manager or supervisor) of the matter at the earliest reasonable opportunity after the employee becomes aware of a possible or actual suit, action or charge as a result of any alleged act or omission within the scope of the employee's duties or within their course of employment, so that the official has the opportunity to assist or guide the employee;
2. submit a request to the approval authority in the organization in which the act or omission giving rise to the request first arose. The request should include how he or she meets the applicable criteria and should specify if the request is for legal assistance, indemnification or both. If the employee's request exceeds deputy heads' approval limits listed in Appendix A and requires authority of the Minister or the Treasury Board, the request is to nonetheless first be made to the employee's own deputy head (as applicable);
3. where requesting to be represented by private counsel, state the reasons for such request and provide the name and proposed fee schedule of the preferred counsel;
4. make a factual report to organizational management of the incident leading to the request for legal assistance or indemnification; and
5. upon request by the requester's organization, authorize the Attorney General, or such other person as may be designated by the Attorney General, to defend his or her action, claim or charge using the required authorization form set out at the end of this appendix.

Failure of an employee to meet the above requirements may result in denial of legal assistance and indemnification and result in personal liability. An acquittal in offence cases, or dismissal of a civil suit, does not automatically entitle the employee to reimbursement of expenses that have been previously denied.

For each subsequent stage of the judicial process, including appeals, or for any significant change in the circumstances related to the case, a new request for payment of legal assistance and indemnification is to be made and assessed in accordance with the considerations set out in this policy.

At the end of each stage of the judicial or quasi-judicial process, employees will be reminded of this requirement.

Authorization Forms

I, **(name)**, of the **(city/town/township)**, of **(name of city)** in the **(province/territory)** of **(name of province/territory)** hereby authorize the Attorney General of Canada, or such other person as may be designated by the Attorney General, or a delegate thereof, to defend me in,

(describe the nature of the action and the name of the court, tribunal, inquiry or other)

and to take such actions and conduct such proceedings as the Attorney General may consider necessary to defend such action on my behalf and to protect the interests of the Crown.

I have been provided with a copy of the Treasury Board *Policy on Legal Assistance and Indemnification*. I have read and understood the policy. If at any time during or after the proceedings it becomes apparent that I did not act in accordance with the eligibility criteria outlined in the policy, the approval authority may terminate legal assistance in accordance with the collective agreement.

Should any judgment or decision result in an award of costs to me, I hereby authorize and direct the payment of any such amounts directly to the Crown in accordance with the collective agreement.

DATED at **(location)**, this **(date)** day of **(month)**, A.D., **(year)**.

To be added to the above if there are multiple defendants

I have been informed, and I understand, that I have the right to terminate this retainer at any time and to retain and instruct private counsel. I have further been informed, and I understand, that should a conflict arise between my interests and those of the Crown (or any of the co-defendant(s) named above) at any time during this litigation, it will be necessary for me to retain private counsel. I am aware, in that event, that I may apply for approval to retain private counsel at public expense in accordance with the collective agreement.

BARGAINING AGENT AMENDED PROPOSAL* Received October 21, 2019

Seasonal Status of Park Wardens

xx.01. From the date of signing of this Agreement, the Agency shall only hire Park Wardens in year-round positions. All pre-existing, seasonal Park Warden positions will become year-round, and the

Park Wardens who already occupy those positions will be provided with the year-round position at that same location, classification level and pay increment.

Park Warden Early Retirement

xx.02 Park Wardens will have the option to retire after 25 years of cumulative service, without penalty.

Park Warden Testing and Certification

xx.03 For the purposes of testing, certification, and qualifications, the Agency agrees that

- (f) If a Park Warden fails to meet the criteria for recertification as outlined in (a) above, the Employer shall make every reasonable effort to find another position for the employee within the Agency, or elsewhere within the Public Service. Such employees shall be salary protected, consistent with a Reinstatement Priority as detailed in the Parks Canada Staffing Policy.
- (g) Any Park Warden who is injured in the line of duty, or while on training or during certifications or testing, and is unable to complete the criteria for re-certification will also qualify under this article, with salary protection and placement in a different position in the Agency, or elsewhere within the Public Service.
- (h) Park Wardens will not be held to a standard of physical fitness for initial recruitment, certifications, or re-certification that is higher than that of the regular members of the Royal Canadian Mounted Police.

Park Warden Mental Health

xx.04 In support of Park Warden mental health in the workplace, the Agency will establish

- (d) A peer-to-peer network of Park Wardens
- (e) A mental health training program to be provided to all Park Wardens, and
- (f) A critical incident debriefing for use-of-force and other high-stress or traumatic events
 - i. This debriefing must be provided to staff within 24 hours of an incident or a traumatic event where the Park Warden or immediate supervisor requests it, including specific assistance as required by a trained specialist.

PARKS CANADA 'S POSITION

NO CHANGE

Remarks:

***This amended proposal was tabled by the Bargaining Agent on October 21st, 2019 after the declaration of the impasse.**

Parks Canada is not in agreement with the Bargaining Agent's demand, and proposes not to include this demand in the agreement. Some elements of this demand require changes to legislation over which Parks Canada has no authority.

Seasonal Status of Park Wardens

The Bargaining Agent is proposing in xx.01 seasonal Park Wardens positions become full-time year-round. As specified in the *Parks Canada Agency Act, section 13, (Annex 6)*, the Chief Executive Officer has exclusive authority to appoint, lay-off or terminate the employment of the employees of Parks Canada. The appointment of indeterminate seasonal employees is based on nature of the duties to be performed and the operational requirements.

13 (1) *The Chief Executive Officer has exclusive authority to*

*(a) appoint, lay-off or terminate the employment of the employees of the Agency;
and*

(b) establish standards, procedures and processes governing staffing, including the appointment, lay-off or termination of employment otherwise than for cause, of employees.

As such, this proposal should not be subject to collective bargaining.

Park Warden Early Retirement

The Bargaining Agent proposal of an early retirement after 25 years of cumulative service (xx.02), without penalty, was declined by Parks Canada as it would require changes to the *Public Service Superannuation Act (Annex 22)* for which the Agency has no jurisdiction.

As such, this proposal should not be subject to collective bargaining as established by s.113 (b) of the FPSLRA.

Restriction on Content of Collective Agreement

Collective agreement not to require legislative implementation

113 A collective agreement that applies to a bargaining unit — other than a bargaining unit determined under section 238.14 — must not, directly or indirectly, alter or eliminate any existing term or condition of employment or establish any new term or condition of employment if

(b) the term or condition is one that has been or may be established under the Public Service Employment Act, the Public Service Superannuation Act or the Government Employees Compensation Act.

Parks Canada respectfully submits that the Commission does not have authority to entertain or make recommendations with regards to this Bargaining Agent proposal, pursuant to subparagraph 177(1) (b) of the FPSLRA:

Report not to require legislative implementation

177 (1) The report may not, directly or indirectly, recommend the alteration or elimination of any existing term or condition of employment, or the establishment of any new term or condition of employment, if

(b) the term or condition is one that has been or may be established under the Public Service Employment Act, the Public Service Superannuation Act or the Government Employees Compensation Act;

In light of the above, the Agency respectfully submits that this Commission does not have the jurisdiction to address this proposal in its report and it should be set aside.

Park Warden Testing and Certification

The Bargaining Agent's proposal on the Park Warden Testing and Certification (XX.03 a) and b)) which relates to priority status, are already covered under the Parks Canada Staffing Policy which includes a Policy on Staffing Priorities (Annex 23). This policy specifies that indeterminate employees are entitled to priority status, which includes seasonal employees. The intent of this Policy is to assist Parks Canada in ensuring that there is no unnecessary loss of employment security for its employees, and to enable the Agency to address its specific human resource management needs.

As specified in the *Parks Canada Agency Act*, section 13, (Annex 6), the Chief Executive Officer has exclusive authority to set its staffing framework, including priority rights, is grounded in the *Parks Canada Agency Act*. Therefore, this proposal should not be subject to collective bargaining.

Furthermore, employees with a priority status at Parks Canada can only be referred through Parks Canada Priority System as Parks Canada has no authority over the priority entitlement-system governed by the *Public Service Employment Act (PSEA)* (Annex 21).

Parks Canada respectfully submits that this proposal should not be subject to collective bargaining as established by s.113 (b) of the FPSLRA as it deals with conditions established under the *Public Service Employment Act*.

In the rare instance where a park warden was to be unsuccessful in a training assistance session, Parks Canada would provide them with a one-on-one tailored training assistance session. It is noted that

since the creation of Parks Canada no Park Warden has ever lost their job because they did not meet the criteria for the recertification.

As for the proposal xx.03 c), the Bargaining Agent indicated that Park Wardens will not be held to a standard of physical fitness for initial recruitment, certifications, or re-certification that is higher than that of the regular members (RMs) of the Royal Canadian Mounted Police.

As provided in the Annex 24 Park Warden physical fitness testing, Park Warden physical fitness standard for initial recruitment, certifications or re-certifications are not higher than regular members (RMs) of the Royal Canadian Mounted Police (RCMP) (Annex 25). The RCMP Physical Abilities Requirement Evaluation (PARE) is the test used by the Parks Canada Agency to assess whether Park Wardens have the fitness level required to conduct essential tasks associated with active law enforcement duties. The RMs and Park Wardens have to complete this test in four (4) minutes or less. This test is designed to ensure employees have the physical ability and the skills to do their jobs safely. The security of our Park Wardens and the public is paramount.

Park Warden Mental Health

Finally, regarding the Bargaining Agent's proposal art. XX.04, Parks Canada work is presently well underway to put beneficial practices in place, such as:

- A peer-to-peer support network is being established. Park wardens have been selected to be members of the network and have received training in how to provide peer-to-peer support. It is expected that the Law Enforcement Branch will officially launch the network in January.
- A mental health training course was selected and delivered to park wardens across the country. The selected course is "The Working Mind First Responders Leadership Course".
- Work is also underway to ensure park wardens are provided access to critical incident debriefing sessions on a timely basis.

In addition, our Employee and Family Assistant Program (EFAP) offers a full range of services (psychologist, psychotherapist, etc.) to its employees including group interventions during or following traumatic events or crisis situations. These services are available 24 hours a day, 365 days a year. The Specialized Organizational Services (SOS) is another service that Parks Canada offers through Health Canada that offers trauma management services, emergency preparedness and response.

In light of the above, Parks Canada is not in agreement with the Bargaining Agent's demand, and proposes not to include this demand (art. xx.01, xx.02, xx.03 (a), (b), (c), xx.04, (a), (b), (c)), in the agreement.

Furthermore, Parks Canada respectfully submits that this Commission does not have the jurisdiction to address this proposal in its report and it should be set aside.

NEW ARTICLE- TERM EMPLOYMENT

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)	
N/A	
BARGAINING AGENT PROPOSAL	
XX.01	Term employment is one option to meet temporary business needs, such as backfilling temporary vacancies resulting from indeterminate employees on leave or on acting/developmental assignments, or for short-term projects or for fluctuating workloads.
XX.02	This option shall be used only in situations where a need clearly exists for a limited time and is not anticipated to become a permanent ongoing need.
XX.03	A series of term appointments shall not be used to avoid the hiring of full-time indeterminate employees.
XX.04	Term employees shall be entitled to all of the rights, privileges and benefits of the Collective Agreement.
XX.05	Term employees shall be treated fairly and responsibly (i.e. reasonable renewal/ non-renewal notice, performance feedback, appointments/re-appointments that truly reflect the expected duration of the work, and orientation upon initial appointment).
XX.06	Term employment shall not be used as a substitute probationary period for indeterminate staffing.
XX.07	Where a person who has been employed in the Agency as a term employee for a cumulative working period of three (3) years without a break in service longer than sixty (60) consecutive calendar days, the department/agency shall appoint the employee indeterminately at the level of his/her substantive position.
XX.08	The Agency agrees not to artificially create a break in service or reduce a term employee's scheduled hours in order to prevent the employee from attaining full-time indeterminate status.
XX.09	Periods of term employment where the source of funding for salary dollars is from external sources and for a limited duration (sunset funding) shall not count as part of the cumulative working period. The Agency shall identify a program, project, or initiative as being sunset funded. Term employees shall be advised in writing, at the time that they are

offered employment or re-appointed in such programs/projects/initiatives, that their period of employment will not count in the calculation of the cumulative working period for indeterminate appointment. However, periods of term employment immediately before and after such employment shall count as part of the cumulative working period where no break in service longer than 60 consecutive calendar days has occurred.

Moreover, if a period of term employment that occurs immediately after a period of sunset funding is a continuation of the work or project, which the sunset funding initially supported, but with operational funding for the same purpose, the period of time during which the sunset funding applied will count in the calculation of the cumulative working period as long as no break in service longer than 60 consecutive calendar days has occurred.

PARKS CANADA 'S POSITION

NO CHANGE

Remarks:

The *Parks Canada Agency Act* provides the Chief Executive Officer of the organization with the exclusive authority with regard to the standards, procedures and processes in staffing the organization.

The Agency submits that the Bargaining Agent's proposal on Term Employment deals with a term or conditions under the *Parks Canada Agency Act* and the Parks Canada's Staffing Policies that relates to procedures or processes governing the appointment of employees.

13 (1) *The Chief Executive Officer has exclusive authority to*

(a) appoint, lay-off or terminate the employment of the employees of the Agency; and

(b) establish standards, procedures and processes governing staffing, including the appointment, lay-off or termination of employment otherwise than for cause, of employees.

As such, this proposal should not be subject to collective bargaining as the Parks Canada Agency's authority to set its staffing framework is grounded in the *Parks Canada Agency Act*.

In light of the above, the Agency respectfully submits that this Commission does not have the jurisdiction to address this proposal in its report.

NEW ARTICLE- PROTECTIONS AGAINST CONTRACTING OUT

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

N/A

BARGAINING AGENT PROPOSAL

NEW ARTICLE

PROTECTIONS AGAINST CONTRACTING OUT

- XX.01** The Agency 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 Agency 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 Agency 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 prior to issuing any Request For Interest proposals.
- XX.05** The Agency 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.

PARKS CANADA 'S POSITION

NO CHANGE

Remarks:

This was tabled as a reserve item by the Bargaining Agent, however it was never discussed at the table.

The Agency submits that the Bargaining Agent's proposal on no contracting out deals with a term or condition established under the *Parks Canada Agency Act*. The *Parks Canada Agency Act*, section 13, stipulates that the Chief Executive Officer (CEO) has the exclusive authority to:

13 (1) *The Chief Executive Officer has exclusive authority to:*

(a) *appoint, lay-off or terminate the employment of the employees of the Agency;*
and

(b) *establish standards, procedures and processes governing staffing, including the appointment, lay-off or termination of employment otherwise than for cause, of employees.*

Marginal note: Right of employer

(2) *Nothing in the Federal Public Sector Labour Relations Act shall be construed to affect the right or authority of the Chief Executive Officer to deal with the matters referred to in paragraph (1)(b).*

Human resources management

(3) *Subsections 11.1(1) and 12(2) of the Financial Administration Act do not apply with respect to the Agency and the Chief Executive Officer may*

(c) provide for any other matters that the Chief Executive Officer considers necessary for effective human resources management in the Agency.

Parks Canada is of the opinion that this Bargaining Agent's proposal would restrict the Agency's discretion to manage its operations.

Finally, there are several cases on the matter of jurisdiction of boards emanating from the FPSLREB and the Courts. In support of its position, the Agency would like to refer to some of those decisions (Annex-26):

In PSAC v. NCC, [1998] 2 FC 128 (T-2084-96), the Federal Court upheld the decision of the PSSRB Chairperson to refuse to include in the terms of reference a proposal for a no contacting out clause. The Court stated that this would operate to prevent lay-offs and therefore would be contrary to paragraphs 69(3)(a) and (b) of the PSSRA (now paragraphs 150(1)(e) and (c)). The Court relied on a number of conciliation board decisions where contracting out proposals were found to be proposals regarding lay-offs.

In NABET v. House of Commons, [1988] CPSSRB No. 77 (PSSRB File No 485H-1), the Board held that the no contracting out clause interfered with the employer's exclusive right to determine its own organization, and therefore violated the management rights clause in the Parliamentary Employment and Staff Relations Act, the equivalent of s. 7 of the PSSRA/PSLRA.

In Public Service Alliance of Canada v. Canada (Treasury Board) [1987] 2 F. C. 471, Court file No. A-147-86, Justice Marceau, speaking on behalf of the Court, found that matters that fall within section 7 of the Act are capable of being included in a Collective Agreement only if the Employer voluntarily agrees to it. However, the Court also found that a proposal that violates section 7 of the Act couldn't be referred to binding arbitration. Sections 113 and 150 of the PSI-RA must also be read in light of ss. 6 and 7.

In Canada (Attorney General) v. Canada (Public Service Staff Relations Board), [1988] F.C.J. No. 633, Court File No. T-915-88, the Court, dealing with a case of "Binding" Conciliation, also found that the Employer could voluntarily agree to bargain matters falling within section 7 of the Act but that these matters could not be referred to "Binding" Conciliation.

In light of the above, Parks Canada is not in agreement with the Bargaining Agent's demand, and respectfully requests that the Commission not include the Bargaining Agent's proposal (art. xx.01, xx.02, xx.03, xx.04, (i), (ii), xx.05), in its report.

NEW ARTICLE MEDICAL APPOINTMENTS

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)
N/A
BARGAINING AGENT PROPOSAL
<p>Medical or Dental Appointments</p> <p>XX.01 Employees should make every reasonable effort to schedule medical or dental appointments on their own time. However, in the event that medical or dental appointments cannot be scheduled outside of working hours, employees shall be granted leave with pay to attend medical or dental appointments.</p> <p>Medical Certificate</p> <p>XX.02 In all cases, a medical certificate provided by a legally qualified medical practitioner shall be considered as meeting the requirements of paragraph 35.02(a).</p> <p>XX.03 When an employee is asked to provide a medical certificate by the Agency, the employee shall be reimbursed by the Agency 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.</p>
PARKS CANADA 'S POSITION
NO CHANGE

Remarks:

It is the practice of the Agency to grant leave for up to half a day for medical and dental appointments without charge to the employee's leave credits. This applies in the case of routine, periodic check-ups or an appointment related to a particular complaint.

Where a series of continuing appointments are necessary for treatment of a particular condition, absences are to be charged to sick leave.

• **Annex 18 – Parks Canada Policy on Routine Medical Appointment**

The Parks Canada Policy on Routine Medical Appointment is aligned and consistent with the provisions of the Core Public Service Administration (Directive on Leave and Special Working Arrangements-Time off for personal medical and dental appointments). This Bargaining Agent proposal xx.01 is already covered in the Annex 18.

In light of the above, Parks Canada is not in agreement with the Bargaining Agent demand (xx.01) and submits that status quo should prevail.

The Bargaining Agent's proposal on medical certificates is three-fold, seeking the following be included in the Parks Canada agreement:

- 1) Adding language to specify the type of medical information that Parks Canada must consider as being satisfactory for granting sick leave with pay;
- 2) Reimbursing employees for all costs associated with obtaining a medical certificate; and
- 3) Granting leave with pay for the time associated with obtaining said certificate.

Medical certificate art. XX.02

Firstly, Parks Canada submits that while a medical certificate might usually be sufficient to support a request for sick leave with pay, it does not and should not guarantee an automatic right to the leave.

In certain circumstances, Parks Canada may determine that a medical certificate is insufficient to demonstrate that the employee is entitled to sick leave with pay, or does not contain the information required to make an informed decision. In such cases, the Agency may want to seek additional clarification before approving the request for sick leave with pay.

Parks Canada has the right, as per clause 33.02 of the Agreement, to ascertain the reasons provided by the employee to support a request for leave. The onus is on the employee to satisfy the Agency of the requirement for an absence related to illness. The demonstration required may vary depending on the circumstances and does not necessarily include the provision of a medical certificate from a physician.

Parks Canada is of the opinion that the proposed language at xx.02 would inappropriately restrict the Agency's discretion and due diligence requirement under 33.02(a) to be satisfied that the employee was ill or injured and unable to perform the duties of their position and therefore had a legitimate entitlement to be granted sick leave with pay.

Reimbursement of Cost of Medical Certificate and Leave with Pay art.xx.03

As indicated above, the onus is on the employee to satisfy the Agency of the requirement for an absence related to illness.

The Agency submits that it should not be held responsible for the cost of certificates and related expenses.

The Bargaining Agent has not demonstrated that its proposed changes at article 33 are warranted. Such a provision is not found in other CPA collective agreements.

Parks Canada is not in agreement with the Bargaining Agent's demand (art. XX.01, XX.02, xx.03), and respectfully requests that the Commission not include the Bargaining Agent's proposal in its report.

NEW ARTICLE SOCIAL JUSTICE FUNDS

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)
N/A
BARGAINING AGENT PROPOSAL
NEW ARTICLE SOCIAL JUSTICE FUND
<p>The Agency shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such a contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letter Patent of the PSAC Social Justice Fund.</p>
PARKS CANADA 'S POSITION
NO CHANGE

Remarks:

Parks Canada does not have the authority under the *Financial Administration Act* (Annex 27) or the *Parks Canada Agency Act* (Annex 28-Preamble) to contribute to such a fund.

The Agency respectfully submits that the Commission does not have authority to entertain or make recommendations with regards to this Bargaining Agent proposal, pursuant to subparagraph 177(1) (a) of the FPSLRA:

Report not to require legislative implementation

177 (1) The report may not, directly or indirectly, recommend the alteration or elimination of any existing term or condition of employment, or the establishment of any new term or condition of employment, if

(a) the alteration, elimination or establishment would require the enactment or amendment of any legislation by Parliament, except for the purpose of appropriating money required for implementation;

Since the Bargaining Agent's proposal would require the enactment or amendment of Art.34 1) (a)(b) of the *Financial Administration Act*.

The new article proposed by the Bargaining Agent does not exist in any collective agreement in the federal public service.

In light of the above, Parks Canada submits that status quo should prevail, and respectfully requests that the Commission not include the Bargaining Agent's proposal in its report.

NEW ARTICLE COMPASSIONATE CARE AND CAREGIVING LEAVE

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

N/A

BARGAINING AGENT PROPOSAL

**NEW ARTICLE
LEAVE RELATED TO CRITICAL ILLNESS**

- XX.01** Notwithstanding the definition of “family” found in clause 2, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Family Caregiver Benefits may be granted leave for periods of up to thirty-seven (37) weeks while in receipt of or awaiting these benefits.
- XX.02** When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Family Caregiver Benefits has been accepted.
- XX.03** Leave granted under this clause shall be counted 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 be counted for pay increment purposes.
- XX.04** Where an employee is subject to a waiting period before receiving Employment Insurance Family Caregiver benefits, he or she shall receive an allowance of ninety-three per cent (93%) of his or her weekly rate of pay.
- XX.05** For each week the employee receives Family Caregiver benefit 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 EI Family Caregiver Benefits.

NEW ARTICLE

COMPASSIONATE CARE LEAVE

Note: Changes from existing 39.03 e outlined below.

~~XX.01 (i)~~ ~~Notwithstanding paragraphs 39.02, 39.03(b) and (d) above~~ **Notwithstanding the definition of "family" in clause 2.01**, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of **up to twenty-eight (28) weeks less than three (3) weeks** while in receipt of or awaiting these benefits.

~~XX.02 (ii)~~ ~~Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) 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.~~

~~(iii)~~ When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.

~~(ii)~~ ~~When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.~~

XX.03 Leave granted under this clause shall be counted 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 be counted for pay increment purposes.

XX.04 Where an employee is subject to a waiting period before receiving Employment Insurance Compassionate Care benefits, he or she shall receive an allowance of ninety-three per cent (93%) of her weekly rate of pay.

XX.05 For each week the employee receives a Compassionate Care benefit 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 Compassionate Care benefit.

BARGAINING AGENT AMENDED PROPOSAL* Received October 21, 2019

NEW ARTICLE

COMPASSIONATE CARE and CAREGIVING LEAVE

Note: Changes from existing Article 39.03 e outlined below

~~(e) Compassionate Care Leave~~

XX.01 ~~(i)~~ ~~Notwithstanding paragraphs 39.02, 39.03(b) and (d) above~~, **An** employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) **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.~~

XX.02 The leave without pay described in XX.01 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.

~~(ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) 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.~~

~~XX.03 (iii)~~ 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.

~~XX.04 (iv)~~ 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 XX.01 paragraphs (i) and (ii) above ceases to apply.~~

XX.05 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.

XX.06 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.

XX.07 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.

PARKS CANADA COUNTER-PROPOSAL

ARTICLE 39 LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

**

~~39.02~~ For the purpose of this article, family is defined as spouse (or common-law spouse resident with the employee), children (including foster children or children of legal or common-law spouse)

~~parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides. For the purpose of this article, "family" is defined per article 2 and in addition:~~

- ~~a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.~~

~~(e) **Compassionate Care Leave**~~

~~(i) Notwithstanding paragraphs 39.02, 39.03(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.~~

~~(ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) 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.~~

~~iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.~~

~~(iv) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.~~

~~**~~

~~(New)~~

XX. Caregiving Leave

- a. An employee who provides the Agency 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 without pay while in receipt of or awaiting these benefits.
- b. The leave without pay described in clause XX (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 Agency 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 XX (a) above ceases 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.

(Consequential renumbering)

Remarks:

***This amended proposal was tabled by the Bargaining Agent on October 21st, 2019 after the declaration of the impasse and was not discussed at the bargaining table.**

Parks Canada's counter-proposal to expand the definition of family (art.39.02 a)) with an improvement of "consanguinity" for the purpose of leave without pay for the care of immediate family is reflective of the current established negotiated settlement pattern in the CPA.

During the 5 sessions of bargaining, the Bargaining Agent neither accepted, nor declined the counter-proposal from Parks Canada. The Bargaining Agent amended its proposal after they declared an impasse.

The Agency counter-proposal (Art 39.02 a)) is a positive response for the issue raised by the Bargaining Agent.

The Bargaining Agent is proposing to expand the provisions of art. 39, to create a New Article "Compassionate Care and Caregiving Leave"

The Bargaining Agent is proposing to expand the provisions of Article 39, to create a New Article "Compassionate Care and Caregiving Leave" to allow employees to take leave without pay while in receipt of/or awaiting Employment Insurance (EI) benefits for Family Caregiver Benefits for Children (maximum of 35 weeks) and/or Family Caregiver Benefits (maximum of 15 weeks) in addition to the current Compassionate Care Benefits (maximum of 26 weeks).

With its proposal, the Bargaining Agent seeks to have periods of Caregiving Leave without Pay months count in calculating severance benefits, establishing vacation leave accrual rates and determining timelines for pay increment increases.

The Bargaining Agent also seeks a top-up allowance of 93% of the employee's weekly rate of pay for any applicable waiting period and for a period of up to 7 weeks when in receipt of benefits.

Changes to the Employment Insurance Act

On December 3, 2017, changes to EI legislation introduced two new types of care giving benefits in addition to Compassionate Care benefits:

- Family Caregiver Benefits for Children of up to 35 weeks; and
- Family Caregiver Benefits for Adults of up to 15 weeks.

As indicated, EI provides up to 26 weeks of Compassionate Care benefits to care for a person who has a serious medical condition with a significant risk of death within 26 weeks (6 months) and requires the support of at least one caregiver.

The collective agreement currently provides Compassionate Care leave without pay, as long as the employee is in receipt of EI Compassionate Care benefits.

Replication principle

The recently negotiated 34 agreements with CPA and separate agency employee groups include the Agency's proposed language indicated above to allow employees the option to take leave without pay so they can take advantage of the expanded EI Caregiver Benefits.

Provisions agreed to with other Bargaining Agents also include language that would see any periods of leave without pay granted under this clause count in calculating severance benefits, establishing vacation leave accrual rates and determining timelines for pay increment increases. They do not, however, include a top-up allowance.

Parks Canada's counter-proposal on Caregiving Leave under art 39- Leave without pay for the care of immediate family is reflective of the current established negotiated settlement pattern in the CPA.

Parks Canada requests that the Commission adopt the Parks Canada's counter proposal provided above which replicates the agreement reached with 17 other bargaining units.

NEW APPENDIX MEMORANDUM OF UNDERSTANDING BETWEEN THE PARKS CANADA AGENCY (HEREINAFTER CALLED THE AGENCY) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (HEREINAFTER CALLED THE PSAC) WITH RESPECT TO CHILD CARE

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)

N/A

BARGAINING AGENT PROPOSAL

This memorandum of understanding is to give effect to the understanding reached between the Agency and Public Service Alliance of Canada regarding childcare.

The Agency agrees to the formation of a Joint National Child Care Committee (the Committee). The Committee shall be comprised of four (4) PSAC and four (4) Agency representatives, with additional resources to be determined by the Committee. Costs associated with the work of the Committee shall be borne by the respective parties.

The responsibilities of the technical committee include:

- a. reviewing report findings and recommendations from Joint National Childcare Committee between the Treasury Board and the Public Service Alliance of Canada
- b. conducting analyses and research to assess child care and other related support needs and the methods used to meet these needs;
- c. researching the availability of quality child care spaces available to employees across the country;
- d. examining materials, information and resources available to employees on child care and other related supports;
- e. developing recommendations to assist employees access quality child care services across the country; and
- f. any other work the Committee determines appropriate.

The Committee shall meet within three (3) months of the signing of the collective agreement to establish its schedule.

The Committee will provide a report of recommendations to the President of the Public Service Alliance of Canada and the Chief Executive Officer of Parks Canada by December 1, 2021. This period may, by mutual agreement, be extended.

PARKS CANADA 'S POSITION

NO CHANGE

Remarks:

The Bargaining Agent is proposing the creation of a Joint National Child Care Committee which mirrors the Appendix N-MOU Between the Treasury Board and the Public Service Alliance of Canada with Child Care that was negotiated in the previous round of collective bargaining for the Program and Administrative Services (PA) in the CPA.

Appendix N

The commitments were as follow:

The Employer agrees to the formation of a Joint National Child Care Committee (the Committee). The Committee shall be comprised of four (4) PSAC and four (4) Employer representatives, with additional resources to be determined by the Committee. Costs associated with the work of the Committee shall be borne by the respective parties.

The responsibilities of the technical committee include:

- a. *conducting analyses and research to assess child care and other related support needs and the methods used to meet these needs;*
- b. *researching the availability of quality child care spaces available to employees across the country;*
- c. *examining workplace child care facilities across the country;*
- d. *examining materials, information and resources available to employees on child care and other related supports;*
- e. *developing recommendations to assist employees access quality child care services across the country; and*
- f. *any other work the Committee determines appropriate.*

The Committee will provide a report of recommendations to the President of the Public Service Alliance of Canada and the Secretary of the Treasury Board of Canada.

The technical committee, composed of members of both parties, completed the work and obligations outlined in the MOU by producing and tabling a joint report with recommendations to both the President of the PSAC and TBS.

Since the Alliance and TBS have jointly produced a report with recommendations to both Presidents, Parks Canada recommends not to include this MOU in the agreement as the Bargaining Agent proposal is not required.

NEW APPENDIX- MEMORANDUM OF UNDERSTANDING BETWEEN THE PARKS CANADA AGENCY AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO MENTAL HEALTH IN THE WORKPLACE

PARKS CANADA COLLECTIVE AGREEMENT (EXPIRED AUGUST 4, 2018)
N/A
BARGAINING AGENT PROPOSAL
<p>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.</p> <p>The parties recognize the importance of the work of the national Joint Task Force on Mental Health (JTF), which 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. Building on the work of the JTF, including the establishment of the Centre of Expertise on Mental Health in the Workplace (COE), the parties agree to:</p> <ol style="list-style-type: none">1. continue the joint and collaborative work on the implementation of The National Standard of Canada for Psychological Health and Safety in the Workplace, through the National Occupational Health and Safety Policy Committee, and other jointly agreed to committees;2. implement and monitor the Parks Canada Mental Health Strategy; and3. monitor the work of the Centre of Expertise and adopt best practices highlighted by the COE.
PARKS CANADA 'S POSITION
NO CHANGE

Remarks:

This was tabled on July 17, 2019 and Parks Canada did not have the opportunity to seek clarification. The Agency respectfully submits that further negotiations are required.

During the 5 sessions of bargaining, the Bargaining Agent did not provide any facts that would support the introduction of the MOU in the agreement.

The Bargaining Agent is proposing to introduce a new MOU between Parks Canada and the Alliance with respect to Mental Health in the Workplace to build on the work of the Joint Task Force (JTF) and to pursue joint governance on mental health in the workplace.

Parks Canada works in partnership and collaboratively with union representatives of the Alliance to address Mental Health in the workplace.

In 2019, Parks Canada increased the consultation hours with a professional service through our EFAP provider from 8 to 12 hours per issue and per individual. Moreover, Parks Canada increased the length of services for the eligible persons as follow:

- Retired employees (New 12 months after the end date)
- Layoffs (New 12 months after the end date)
- Family member of a deceased employee ((New 12 months after the end date)

Mental Health awareness training is important for Parks Canada members to identify and respond quickly to mental health issues within their team, as such Mental Health Awareness Training at Parks Canada is being offered to employees.

- Workplace Health and Wellness program and services
- The Working Mind

Parks Canada also encourages employees to learn more about Mental Health with the free online training from GC Campus.

In addition, Parks Canada intranet site on Workplace Health and Wellness provides external tools and resources that can be useful for employees.

Parks Canada submits that while it is not prepared to co-manage at an arm's length on Mental Health, it is open to continuing the collaborative relationship with the Alliance on this very important issue.

In light of the above, Parks Canada submits that status quo should prevail, and respectfully requests that the Commission not include the Bargaining Agent's proposal in its report.

PART V – BARGAINING UNIT COMPOSITION

Occupational Groups

Park Canada Bargaining Unit is unique in term of its composition. The accreditation certificate delivered on May 1 2001, provides that all employees of Parks Canada (except some unrepresented group of employees) are part of the same bargaining unit.

30 different occupational groups are included in the bargaining unit. If Parks Canada were part of the CPA, 12 different collective agreements would apply to the Parks Canada workforce. Below is the list of all occupational groups listed in the collective agreement.

- Architecture and Town Planning Group (AR)
- Administrative Services Group (AS)
- Biological Sciences Group (BI)
- Commerce Group (CO)
- Clerical and Regulatory Group (CR)
- Computer Systems Group (CS)
- Drafting and Illustration Group (DD)
- Economics and Social Science Services (EC)
- Education Group (ED)
- Engineering and Scientific Support Group (EG)
- Electronics Group (EL)
- Engineering and Land Survey Group (EN)
- Economics, Sociology and Statistics Group (ES)
- Financial Management Group (FI)
- Forestry Group (FO)
- General Labour and Trades Group (GL) (all sub-groups)
- General Services (GS) (all sub-groups)
- General Technical Group (GT)
- Heating, Power & Stationary Plant Operations Group (HP)
- Historical Research Group (HR)
- Information Services Group (IS)
- Library Science Group (LS)
- Physical Sciences Group (PC)
- Purchasing and Supply Group (PG)
- Program Administration Group (PM)
- Photography Group (PY)
- Ships Crews Group (SC)
- Scientific Research Group (SE)
- Social Science Support Group (SI)
- Secretarial, Stenographic and Typing Group (ST)

Functions

The work accomplished by the bargaining unit members is regrouped within 10 primary functions

- Assets, Canals and Townsites
- Communications, Visitor Services, Heritage Presentation
- Corporate Services
- Cultural Heritage
- Enforcement
- External Relations & Visitor Experience
- Parks and Sites
- Parks/Site Planning & Social Science
- Program/Policy
- Resource Conservation

These functions are further refined by 43 sub-functions. Overall, more than 240 generic work descriptions exist at Parks Canada as well as more than 200 non-generic work descriptions.

Table 20 – Composition of the Bargaining Unit by Function /Sub-Function/Stream

Function	Sub-Function	Stream	Group & Level	Title
Assets, Canals and Townsites	Assets	Asset Managers	PM-04	Asset Manager I
			PM-05	Asset Manager II
			PM-06	Asset Manager III
			PM-07	Asset Manager IV
		Asset Operations Manager	EG-07	Assets Operations Manager
		Technical Support	EG-03	Asset Support Technician
			EG-04	Technical Services Officer
			EG-05	Technical Services Coordinator I
			EG-06	Technical Services Coordinator II
		Water/ Wastewater Operators & Supervisor/ Lead	EG-02	Water/Wastewater Systems Operator I
			EG-03	Water/Wastewater Systems Operator II
		Water/ Wastewater Technical Services/ Leads & Managers	EG-04	Water/Wastewater Operations Supervisor/Lead
			EG-04	Water/Wastewater Technical Services Officer

Function	Sub-Function	Stream	Group & Level	Title	
			EG-05	Water/Wastewater Plant/Facility Manager	
	Avalanche	Avalanche	EG-03	Avalanche Technician I	
	Canals/Waterways	Canals/Waterways Maintenance Workers		GL-MAN-06	Canal/Waterway Maintenance Worker I
				GL-MAN-07	Navigation Aids Maintenance Worker
				GL-MAN-08	Canal/Waterway Maintenance Worker II
		Dam Keepers, Bridge Masters, Lock/ Bridge & Lock Operators		GL-MOC-05	Bridge Master
				GL-MOC-05	Dam Keeper
				GL-MOC-05	Lock/Bridge Operator I
				GL-MOC-07	Lock Operator II
		Lockmasters		GL-MOC-06	Lockmaster I
				GL-MOC-07	Lockmaster II
				GL-MOC-08	Lockmaster III
				GL-MOC-09	Lockmaster IV
		Engineering	Engineering		EN-ENG-03
				EN-ENG-04	Engineer II
				EN-ENG-05	Asset Management Services Manager
	Maintenance and Operations	Boat Operators		SC-DED-04	Boat Operator
		Cleaners		GS-BUS-02	Cleaner
				GS-BUS-04	Cleaner-Supervisor
		Drivers		GL-MDO-05	Bus Driver
			GL-MDO-05	Driver/Operator - Road Maintenance I	
			GL-MDO-06	Driver/Operator - Road Maintenance II	
			GL-MDO-07	Driver/Operator - Road Maintenance III	

Function	Sub-Function	Stream	Group & Level	Title		
		Maintenance Workers	GL-MAN-02	Maintenance Worker I		
			GL-MAN-03	Maintenance Worker II		
			GL-MAN-05	Maintenance Worker III		
			GL-MAN-07	Maintenance Coordinator		
	Skilled Trades	Carpentry		GL-WOW-10	Carpenter	
				GL-EIM-10	Electrician I	
		Electrical		GL-EIM-11	Electrician II	
				GL-PRW-09	Historical Restoration Craftsperson I	
		Historical Restoration		GL-PRW-10	Historical Restoration Craftsperson II	
				GL-VHE-10	Mechanic	
		Mechanics			GL-PCF-06	Painter
		Painting			GL-PIP-10	Plumber
	Plumbing			GL-MAN-09	Welder	
	Townsites	Townsite Managers		PM-05	Townsite Manager II	
PM-06				Townsite Manager III		
Communications, Visitor Services, Heritage Presentation	Program Operations	Lifeguard, Surfguard	GS-MPS-05	Lifeguard		
	Technical	Heritage Presentation	GT-02	Heritage Presentation Assistant		
			PM-06	Heritage Presentation/Communications Manager III		
			GT-04	Heritage Presentation Specialist I		
			GT-05	Heritage Presentation Specialist II		
			GT-06	Heritage Presentation Specialist III		
Corporate Services	Business Services	Business Analysts	AS-04	Business Analyst I		
			AS-06	Business Analyst II		

Function	Sub-Function	Stream	Group & Level	Title	
	Corporate Communications	Corporate Communications	IS-03	Corporate Communications Officer	
			IS-04	Corporate Communications Advisor	
			IS-05	Senior Corporate Communications Advisor	
	Finance and Administration	Accounting	AS-02	Accounting Operations/Budget Officer	
			CR-05	Accounting Assistant	
		Corporate Service Managers	AS-06	Corporate Services Manager II	
			AS-07	Corporate Services Manager III	
		Finance	FI-01	Financial Officer	
			FI-01	Financial Systems & Accounting Procedures Specialist	
			FI-02	Financial Analyst	
			FI-03	Financial Advisor	
		Finance and Administration	AS-01	Finance and Administration Officer I	
			AS-02	Finance and Administration Officer II	
			AS-03	Finance and Administration Officer III	
		Finance and Administration Managers - Senior Finance Manager	FI-01	Finance and Administration Manager I	
			FI-02	Finance and Administration Manager II	
			FI-03	Finance and Administration Manager III	
			FI-04	Senior Finance Manager IV	
		General Administration	Administrative Services	AS-01	Administrative Services Officer I
				AS-02	Administrative Services Officer II

Function	Sub-Function	Stream	Group & Level	Title
			AS-03	Administrative Services Officer III
		Administrative Support	CR-03	Administrative Support
			CR-04	Administrative Assistant
		Executive Assistant	AS-01	Executive Assistant I
			AS-02	Executive Assistant II
			AS-03	Executive Assistant III
	Human Resources	Advisor Group Service Delivery	AS-01	Human Resources Assistant
		Compensation	AS-01	Compensation Advisor I
			AS-02	Compensation Advisor II
			AS-04	Compensation and Benefits Manager
	Information Services		EC-01	Information Analyst I
			EC-02	Information Analyst II
			EC-03	Information Analyst III
		Information Management	AS-02	Information Management I
			AS-04	Information Management II
			AS-05	Information Management III
	Information Services-Geomatics	Geomatics	EG-04	Geomatics Technician (Renewal Work Description)
			EG-05	Geomatics Coordinator (Renewal Work Description)
	Information Technology	Leads	CS-03	Information Technology Team Leader
		Leads	CS-04	Information Technology National Lead
		Technical and Analytical Support and Services	CS-01	Information Technology Services Technician
			CS-01	Programmer
			CS-02	Information Technology Services Specialist
CS-02			Programmer/Analyst	
Materiel Management	Contracts, Procurement and Materiel Management	PG-02	Contracts, Procurement, Materiel Management Officer	
		PG-03	Contracts, Procurement and Materiel Management Officer II	

Function	Sub-Function	Stream	Group & Level	Title	
			PG-04	Contracts, Procurement and Material Management Advisor	
			PG-05	Senior Contracting and Procurement Advisor	
		Stores	GS-ST-04	Storesperson I	
			GS-ST-06	Storesperson II	
		Planning, Analysis, Reporting		EC-02	Analyst II
				EC-03	Analyst III
	EC-04			Analyst IV	
	EC-05			Analyst V	
	EC-06			Analyst VI	
	EC-07			Analyst/Lead/Manager VII	
	Real Property/Townsites	Realty	EC-08	Analyst/Lead/Manager VIII	
			EC-02	Realty Research Officer	
			PM-03	Realty Officer	
			PM-04	Realty Advisor	
	Cultural Heritage	Archaeology	Archaeology	PM-05	Senior Realty Advisor
GT-01				Archaeological Technician	
HR-01				Archaeologist I	
HR-02				Archaeologist II	
Collections		0	HR-03	Archaeologist III	
			HR-04	Archaeologist IV	
			EC-01	Collections Specialist I	
			EC-02	Collections Specialist II	
Conservation		Conservators	EC-03	Collections Specialist III	
			EC-04	Collections Specialist IV	
			GT-03	Conservator I	
			GT-04	Conservator II	
Cultural Resource Management		Cultural Resource Management Advisors	GT-05	Conservator III	
			GT-06	Conservator IV	
			PM-04	Cultural Resource Management Advisor I	
Curatoria		Curators	PM-05	Cultural Resource Management Advisor II	
			PM-06	Cultural Resources Manager III	
			GT-03	Curator I	
			GT-05	Curator II	

Function	Sub-Function	Stream	Group & Level	Title	
	History	History	HR-01	Historian I	
			HR-02	Historian II	
			HR-03	Historian III	
			HR-04	Historian IV	
Enforcement	Enforcement	Enforcement Officers (Park Wardens)	GT-04	Enforcement Officer I	
			GT-05	Enforcement Officer II	
External Relations & Visitor Experience	External Relations	External Relations PM-04 to PM-06	PM-04	External Relations Manager I	
			PM-05	External Relations Manager II	
			PM-06	External Relations Manager III	
		Internet Content and New Media	PM-02	Internet Content and New Media Officer II	
			PM-03	Internet Content and New Media Officer III	
		Partnering and Engagement	PM-03	Partnering and Engagement Officer III	
			PM-04	Partnering and Engagement Officer IV	
			PM-05	Partnering and Engagement Officer V	
		Partnering, Engagement and Communications	PM-04	Partnering, Engagement & Communications Officer IV	
			PM-05	Partnering, Engagement and Communications Officer V	
		Public Outreach Education	PM-02	Public Outreach Education Officer II	
			PM-03	Public Outreach Education Officer III	
			PM-04	Public Outreach Education Officer IV	
		Public Relations and Communications	PM-03	Public Relations and Communications Officer III	
			PM-04	Public Relations and Communications Officer IV	
		Visitor Experience		GS-MPS-03	Visitor Services Attendant I
			Heritage Presenter	GT-01	Heritage Presenter I
			Interpretation	PM-02	Interpretation Officer/Coordinator II

Function	Sub-Function	Stream	Group & Level	Title
			PM-03	Interpretation Officer/Coordinator III
			PM-04	Interpretation Officer/Coordinator IV
			PM-05	Interpretation Officer/Coordinator V
		Non-Personal Media	GT-03	Non-Personal Media Officer
		Prevention	PM-04	Prevention Coordinator
		Promotion	PM-03	Promotion Officer III
			PM-04	Promotion Officer IV
		Promotion and Non-Personal Media	PM-03	Promotion and Non-Personal Media Officer
		Visitor Experience PM-04 to PM-07	PM-04	National Historic Site and Visitor Experience Manager I
			PM-04	Visitor Experience Manager I
			PM-05	National Historic Site and Visitor Experience Manager II
			PM-05	Visitor Experience Manager II
			PM-06	Visitor Experience Manager III
			PM-07	Visitor Experience Manager IV
		Visitor Experience Product Development	PM-03	Visitor Experience Product Development Officer III
			PM-04	Visitor Experience Product Development Officer IV
			PM-05	Visitor Experience Product Development Officer V
		Visitor Experience Team Leader	PM-03	Visitor Experience Team Leader III
		Visitor Facilities	GS-BUS-02	Visitor Facilities Attendant
			GS-BUS-04	Visitor Facilities Team Leader
		Visitor Services Attendants	GS-MPS-03	Cashier

Function	Sub-Function	Stream	Group & Level	Title
		Visitor Services Team Leader II and III	GS-MPS-04	Visitor Services Attendant II
			PM-02	Visitor Services Team Leader II
			PM-03	Visitor Services Team Leader III
		Visitor Services Team Leader IV and V	PM-04	Visitor Services Team Leader IV
			PM-05	Visitor Services Team Leader V
Parks and Sites	Parks and Sites	Park/Site Managers	AS-05	Occupational Health and Safety (OHS) Program Coordinator
			PM-04	Park/Site Manager I
			PM-05	Park/Site Manager II
			PM-06	Park/Site Manager III
Parks/Site Planning & Social Science	Planning	Planners	AR-03	Planner I
			AR-04	Planner II
	Social Sciences Social Sciences	Planning/Social Science Managers	PM-06	Planning/Social Science Manager III
			EC-04	Social Science Analyst I
			EC-06	Social Science Analyst II
Program/Policy	Program/Policy	Program Manager - Policy Manager / Advisor	PM-06	Policy Manager/Advisor III
			PM-06	Program Manager III
		Program/Policy	PM-02	Program/Policy Officer II
			PM-03	Program/Policy Officer III
			PM-04	Program/Policy Officer IV
			PM-05	Program/Policy Advisor
		Projects	PM-04	Project Coordinator
			PM-05	Project Manager II
Resource Conservation	Ecologist	Ecologist Team Leaders	PC-02	Ecologist Team Leader I (Renewal Work Description)
			PC-03	Ecologist Team Leader II (Renewal Work Description)
	Fire	Fire	GS-PRC-02	Tower Person

Function	Sub-Function	Stream	Group & Level	Title
			GS-PRC-05	Firefighter/Security Person
	Fire Operations	Dedicated Fire Operations	EG-05	Fire Management Officer (Renewal Work Description)
			GT-02	Fire Crew Member (Renewal Work Description)
			GT-03	Fire Crew Leader (Renewal Work Description)
	Management	Resource Conservation Managers	PM-05	Resource Conservation Manager II (Renewal Work Description)
			PM-06	Resource Conservation Manager III (Renewal Work Description)
			PM-07	Resource Conservation Manager IV (Renewal Work Description)
	Operations	Lifeguard, Surfguard	GS-MPS-06	Surf Guard
		Resource Conservation Specialists	GT-06	Resource Conservation Specialist II
			GT-07	Resource Conservation Specialist III
		Resource Conservation Supervisors	PM-05	Resource Conservation Supervisor II
	Patrol	Dispatcher	GS-PRC-05	Dispatcher
	Resource Management	Resource Management Technicians And Officers	EG-01	Resource Management Technician I (Renewal Work Description)
			EG-02	Resource Management Technician II (Renewal Work Description)
			EG-03	Resource Management Officer I (Renewal Work Description)
			EG-04	Resource Management Officer II (Renewal Work Description)
	Science	Ecosystem Geomatics	EG-04	Ecosystem Geomatics Technician

Function	Sub-Function	Stream	Group & Level	Title
			PC-02	Ecosystem Geomatics Specialist
		Ecosystem Scientist	PC-02	Ecosystem Scientist II
			PC-03	National Science Advisor
			PC-04	Environmental Assessment Scientist III
		Environmental Assessment Scientist	PC-03	Resource Conservation Manager IV National Office
		Resource Conservation Managers B	PM-07	Visitor Safety Technician (Renewal Work Description)
	Visitor Safety	Visitor Safety	GT-04	Visitor Safety Specialist I (Renewal Work Description)
			GT-05	Fire Operations and/or Visitor Safety Coordinator (Renewal Work Description)
		Visitor Safety / Fire	GT-04	National Science Advisor

The role and selection standards associated to these positions are detailed in the following annexes

- ANNEX 12 – Role of Positions
- ANNEX 13 – Parks Canada Selection Standards

Bargaining Unit Characteristic

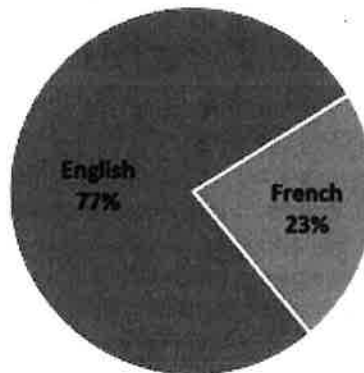
As of July 31, 2019, 5972 employees were part of the Parks Canada Bargaining Unit.

The following charts provide additional demographic information with respect to the bargaining unit composition.

Chart 8 – First Official Language Distribution

**Parks Canada Unionized Active Workforce by
First Official Language as of July 31, 2018**

Source: PeopleSoft on November 13, 2019

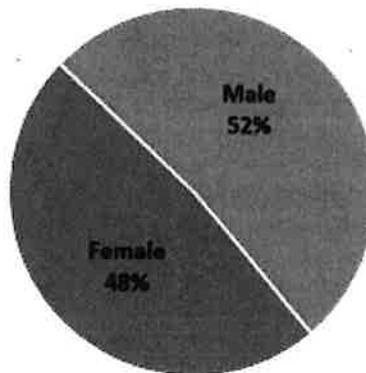


The proportion of English and French is the same at high or low season.

Chart 9 – Gender Distribution

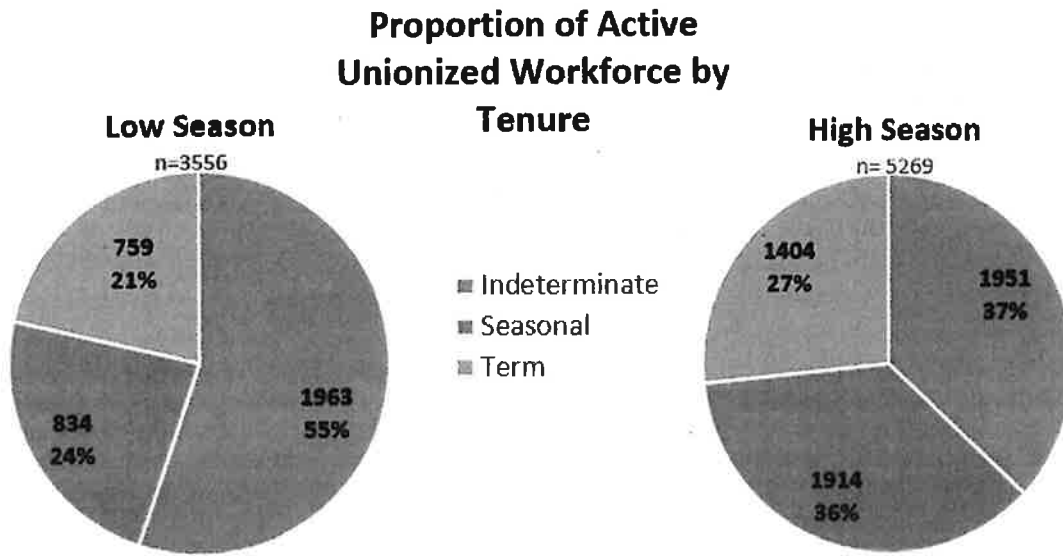
**Parks Canada Unionized Active Workforce by
Gender as of July 31, 2018**

Source: PeopleSoft on November 13, 2019



The proportion of female and male is the same at high or low season.

Chart 10 – Active Workforce by Tenure Distribution



Low Season = January 31, 2019 / High Season = July 31, 2018

During the low season, more than half of the active workforce is represented by indeterminate year round employees, but during the high season, each tenure is more equally represented.

Chart 11 – Bargaining Unit by Age Distribution

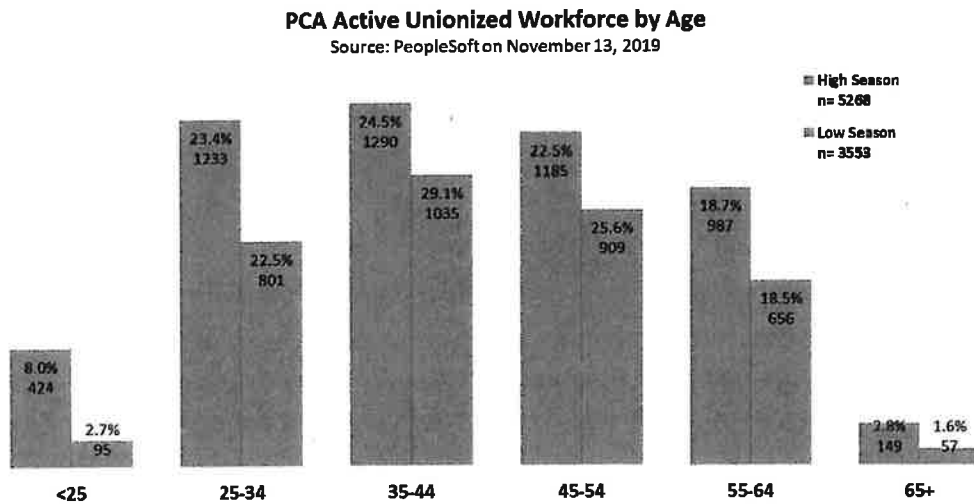


Chart 12 – Geographic Distribution of the Bargaining Unit

Total PCA Unionized Workforce for 2018-19

Low: 3,556
Peak: 5,269

