



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

PUBLIC INTEREST COMMISSION BRIEF
OF THE
PUBLIC SERVICE ALLIANCE OF CANADA

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

Morton Mitchnick
Chairperson

Carol Wall
Representative of the interests of the Employees

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Representative of the interests of the Employer

January 27-28 and 30, 2020

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PART 1

INTRODUCTION

BARGAINING UNIT HISTORICAL CONTEXT

The PSAC bargaining unit at Parks Canada was established by the Public Service Staff Relations Board on May 1, 2001 and brought together employees in 30 classifications covered by 11 different Treasury Board collective agreements. At this time, commitments were made right up to the level of Tom Lee, former Chief Executive Officer of the Agency, that “you’ll be no worse off than you would have been at Treasury Board”. Unfortunately, this longstanding promise of parity with Treasury Board still hasn’t been completely fulfilled. Had the Agency not been created, 91 per cent of Parks Canada bargaining unit members would belong to PSAC represented groups at Treasury Board, specifically the Program and Administrative Services group (PA group), the Operational Services group (SV group) and the Technical Services group (TC group) (Exhibit A1). The percentage breakdown of these three major groups at Parks Canada is as follows:

- PA group (28.7 per cent)
- SV group (39.8 per cent)
- TC group (22.4 per cent)

As will be discussed at greater length, during this round of bargaining the Employer is signalling through roll-backs a desire to drift even further away from this past promise of parity with Treasury Board groups when they ought to be committing to provisions that ensure parity and fairness. Parks Canada members don’t want to be treated like second-class public servants and are committed to making gains that ensure fair terms and conditions of employment.

COMPOSITION OF THE BARGAINING UNIT

The PSAC membership at Parks Canada comprises of 31 different categories of employees. According to the information provided by the Employer to the Union at the outset of this round of bargaining, the population in these categories as of July 31, 2018 are as follows:

| Classification | Number of Employees |
|--|----------------------------|
| Architecture and Town Planning Group (AR) | 33 |
| Administrative Services Group (AS) | 362 |
| Biological Sciences Group (BI) | 1 |
| Commerce Group (CO) | 0 |
| Clerical and Regulatory Group (CR) | 291 |
| Computer Systems Group (CS) | 70 |
| Drafting and Illustration Group (DD) | 0 |
| *Economics and Social Science Services Group (EC) | *0 |
| Education Group (ED) | 0 |
| Engineering and Scientific Support Group (EG) | 566 |
| Electronics Group (EL) | 2 |
| Engineering and Land Survey Group (EN) | 49 |
| Economics, Sociology and Statistics Group (ES) | 39 |
| Financial Management Group (FI) | 67 |
| Forestry Group (FO) | 1 |
| General Labour and Trades Group (GL) (all sub-groups) | 1341 |
| General Services (GS) (all sub-groups) | 989 |
| General Technical Group (GT) | 749 |
| Heating, Power & Stationary Plant Operations Group (HP) | 0 |
| Historical Research Group (HR) | 55 |
| Information Services Group (IS) | 26 |
| Library Science Group (LS) | 0 |
| Physical Sciences Group (PC) | 144 |
| Purchasing and Supply Group (PG) | 43 |
| Program Administration Group (PM) | 1006 |
| Photography Group (PY) | 0 |
| Ships Crews Group (SC) | 4 |
| Scientific Research Group (SE) | 0 |
| Social Science Support Group (SI) | 31 |
| Secretarial, Stenographic and Typing Group (ST) | 0 |
| TOTAL | 5869 |
| * Note: The Employer has begun staffing members into the Economics and Social Science Services (EC) group. The Union does not have updated statistics for members in the old ES/SI groups and new EC group. | |

General Technical Group: Park Warden Statistics

Of the 749 General Technical group members at Parks Canada, there are 92 Park Wardens. Based on Employer provided data there are 66 Park Wardens and 26 Park Warden Supervisors. As of July 31, 2018, there were 29 Seasonal Park Wardens, which is an anomaly in the broader law enforcement community. As a result of additional funding, an extension was offered to all seasonal Park Wardens for the 2018 fiscal year and this same extension will be in place until the end of fiscal year 2022/23.

| GT- Park Wardens | | | | |
|-------------------------|----------------------|-----------------|----------------------------------|---------------------|
| Classification | Indeterminate | Seasonal | Term (< than 6 months) | Total Number |
| GT 4 Park Warden I | 32 | 29 | 5 | 66 |
| GT 5 Park Warden II | 26 | 0 | 0 | 26 |
| TOTAL | 58 | 29 | 5 | 92 |

General Labour and Trades: Sub-group Statistics

| General Labour and Trades: Sub-group Statistics | |
|--|-------------|
| General Labour and Trades – Electrical Installing and Maintaining (GL-EIM) | 30 |
| General Labour and Trades – Machinery Maintaining (GL-MAM) | 4 |
| General Labour and Trades – Manipulating (GL-MAN) | 759 |
| General Labour and Trades – Machine Driving-Operating (GL-MDO) | 131 |
| General Labour and Trades – Machine Operating-Controlling (GL-MOC) | 239 |
| General Labour and Trades – Painting and Construction Finishing (GL-PCF) | 12 |
| General Labour and Trades – Pipefitting (GL-PIP) | 26 |
| General Labour and Trades – Precision Working (GL-PRW) | 25 |
| General Labour and Trades – Vehicle Heavy Equipment Maintaining (GL-VHE) | 49 |
| General Labour and Trades – Woodworking (GL-WOW) | 66 |
| General Labour and Trades (GL) TOTAL | 1341 |

General Services: Sub-group Statistics

| General Services: Sub-group Statistics | |
|---|------------|
| General Services – Building Services (GS-BUS) | 244 |
| General Services – Miscellaneous Personal Services (GS-MPS) | 693 |
| General Services – Protective and Custodial Services (GS-PRC) | 42 |
| General Services – Stores Services (GS-STC) | 10 |
| General Services (GS) TOTAL | 989 |

Distribution of Employees: Gender and Employment Category

PSAC membership at Parks has a high volume of Seasonal workers who represent 39.3 per cent of the bargaining unit. Indeterminate employees represent 36.2 per cent of the bargaining unit and term employees (Greater than 3 months) represent a quarter of our membership at a rate of 24.5 per cent. PSAC members at Parks Canada are evenly distributed by gender with 48.9 per cent female employees and 51.1 per cent male employees. While not part of the bargaining unit, it is important to note that the below table does not highlight the 2,552 students working at Parks Canada between 2017-2018 (Exhibit A2).

| Distribution of Employees by Gender and Employment Category | | | | | | |
|---|--------|------------|------|------------|-------------|------------|
| Employment category | Female | Percentage | Male | Percentage | Grand Total | Percentage |
| Indeterminate | 1083 | 18.5 | 1041 | 17.7 | 2124 | 36.2 |
| Seasonal | 1017 | 17.3 | 1292 | 22.0 | 2309 | 39.3 |
| =or> 3 months =or< 6 months | 396 | 6.7 | 319 | 5.4 | 715 | 12.2 |
| Greater than 6 months | 373 | 6.4 | 348 | 5.9 | 721 | 12.3 |
| Grand Total | 2869 | 48.9 | 3000 | 51.1 | 5869 | |

Work Location by Province/Territory

PSAC members at Parks Canada work in every province and territory in Canada with workplaces in urban, rural and isolated areas. The table below highlights the vast distribution of members across the country and underscores the prevalence of employees working in rural and remote tourist areas as well as in Canada's North (5.1 per cent in Northern Territories alone). Most members work at National Parks and Historic sites, with Banff National Park representing 8 per cent of the bargaining unit alone. The table below also highlights that workers are also situated in urban cities across the country, with the largest share of urban workers at the National Office in Gatineau (7.8 per cent).

| Distribution of Employees by Work Location | | |
|---|--------------------|-------------------|
| Work Location by Province/Territory | Grand Total | Percentage |
| AB | 1300 | 22.15 |
| BANFF NATIONAL PARK | 470 | 8.01 |
| CALGARY | 68 | 1.16 |
| ELK ISLAND NATIONAL PARK | 54 | 0.92 |
| FORT CHIPEWYAN (WOOD BUFFALO) | 5 | 0.09 |
| JASPER NATIONAL PARK | 379 | 6.46 |
| LAKE LOUISE | 179 | 3.05 |
| ROCKY MOUNTAIN HOUSE | 13 | 0.22 |
| WATERTON LAKES NAT. PARK | 132 | 2.25 |
| BC | 670 | 11.42 |
| BAMFIELD | 7 | 0.12 |
| FORT LANGLEY | 26 | 0.44 |
| FORT ST. JAMES NAT. HIS P | 20 | 0.34 |
| FT.RODD HILL/FISGARD LIGHT | 19 | 0.32 |
| GWAIL HAANAS FIELD UNIT | 51 | 0.87 |
| KOOTENAY NATIONAL PARK | 104 | 1.77 |
| MT. REVELSTOKE/GLACIER NP | 149 | 2.54 |
| PORT RENFREW | 8 | 0.14 |
| RADIUM HOT SPRINGS | 36 | 0.61 |
| SATURNA/PENDER ISLANDS | 12 | 0.20 |
| SIDNEY | 45 | 0.77 |
| UCLUELET | 76 | 1.29 |

| | | |
|--------------------------------|------------|-------------|
| VANCOUVER | 39 | 0.66 |
| VICTORIA | 4 | 0.07 |
| YOHO NATIONAL PARK | 74 | 1.26 |
| MB | 263 | 4.48 |
| CHURCHILL | 25 | 0.43 |
| RIDING MOUNTAIN NP | 140 | 2.39 |
| ST.ANDREWS-Lower Ft Garry NHSC | 28 | 0.48 |
| WINNIPEG | 70 | 1.19 |
| NB | 203 | 3.46 |
| ALMA | 109 | 1.86 |
| FT. BEAUSEJOUR | 4 | 0.07 |
| KOUCHIBOUGUAC | 81 | 1.38 |
| MONCTON | 5 | 0.09 |
| SAINT JOHN | 4 | 0.07 |
| NL | 278 | 4.74 |
| BONAVISTA | 4 | 0.07 |
| BRIGUS | 1 | 0.02 |
| CASTLE HILL | 4 | 0.07 |
| GLOVERTOWN | 72 | 1.23 |
| GROS MORNE | 155 | 2.64 |
| HAPPY VALLEY-GOOSE BAY | 3 | 0.05 |
| NAIN | 5 | 0.09 |
| ST. JOHN'S | 34 | 0.58 |
| NS | 510 | 8.69 |
| BADDECK | 16 | 0.27 |
| CHETICAMP | 61 | 1.04 |
| FORT ANNE NHP | 10 | 0.17 |
| GRAND-PRÉ NHS | 7 | 0.12 |
| HALIFAX | 96 | 1.64 |
| INGONISH | 71 | 1.21 |
| LOUISBOURG | 185 | 3.15 |
| MAITLAND BRIDGE | 64 | 1.09 |
| NT | 114 | 1.94 |
| FORT SIMPSON | 24 | 0.41 |
| FORT SMITH (WOOD BUFFALO) | 57 | 0.97 |
| INUVIK | 23 | 0.39 |
| NAHANNI BUTTE | 1 | 0.02 |
| PAULATUK | 1 | 0.02 |
| SACHS HARBOUR | 1 | 0.02 |

| | | |
|-------------------------------|-------------|--------------|
| TULITA | 7 | 0.12 |
| NU | 57 | 0.97 |
| ARCTIC BAY | 1 | 0.02 |
| IQALUIT | 30 | 0.51 |
| PANGNIRTUNG | 8 | 0.14 |
| POND INLET | 7 | 0.12 |
| QIKIQTARJUAQ | 2 | 0.03 |
| REPULSE BAY (UKKUSIKSALIK NP) | 8 | 0.14 |
| RESOLUTE BAY NUNAVUT | 1 | 0.02 |
| ON | 1096 | 18.67 |
| AMHERSTBURG | 11 | 0.19 |
| CAMPBELLFORD | 37 | 0.63 |
| CORNWALL | 75 | 1.28 |
| ELGIN SOUTH-13 | 44 | 0.75 |
| GRAVENHURST | 5 | 0.09 |
| HALIBURTON | 6 | 0.10 |
| HAMILTON | 12 | 0.20 |
| HONEY HARBOUR | 10 | 0.17 |
| KINGSTON | 21 | 0.36 |
| KIRKFIELD | 39 | 0.66 |
| KITCHENER | 5 | 0.09 |
| LAKEFIELD | 22 | 0.37 |
| LEAMINGTON | 45 | 0.77 |
| MALLORYTOWN | 37 | 0.63 |
| MANOTICK NORTH-9 | 37 | 0.63 |
| MARATHON | 36 | 0.61 |
| MARKHAM | 9 | 0.15 |
| MIDLAND | 29 | 0.49 |
| NIAGARA-ON-THE-LAKE | 22 | 0.37 |
| NIPIGON | 15 | 0.26 |
| OTTAWA | 42 | 0.72 |
| PETERBOROUGH | 92 | 1.57 |
| PRESCOTT | 8 | 0.14 |
| RICHARDS LANDING | 3 | 0.05 |
| SAULT STE.MARIE | 15 | 0.26 |
| SEVERN | 18 | 0.31 |
| SMITHS FALLS CENTRAL-13 | 59 | 1.01 |
| THUNDER BAY | 11 | 0.19 |
| TOBERMORY | 88 | 1.50 |

| | | |
|--------------------------|-------------|--------------|
| TORONTO | 44 | 0.75 |
| TRENTON | 9 | 0.15 |
| PE | 95 | 1.62 |
| CAVENDISH | 12 | 0.20 |
| CHARLOTTETOWN | 19 | 0.32 |
| DALVAY BY THE SEA | 63 | 1.07 |
| SUMMERSIDE | 1 | 0.02 |
| QC | 1102 | 18.78 |
| CHAMBLY | 92 | 1.57 |
| COMPTON | 2 | 0.03 |
| COTEAU-DU-LAC | 2 | 0.03 |
| FORT NO. 1 LAUZON | 1 | 0.02 |
| GASPE | 101 | 1.72 |
| GATINEAU (Hull) | 457 | 7.79 |
| GROSSE-ILE | 15 | 0.26 |
| HAVRE-ST-PIERRE | 55 | 0.94 |
| MONTEBELLO | 4 | 0.07 |
| MONTREAL | 77 | 1.31 |
| ORMSTOWN | 1 | 0.02 |
| POINTE-A-LA-CROIX | 6 | 0.10 |
| QUEBEC | 117 | 1.99 |
| SAINT-ANDRÉ-D'ARGENTEUIL | 6 | 0.10 |
| SHAWINIGAN | 113 | 1.93 |
| STE-ANNE-DE-BELLEVUE | 6 | 0.10 |
| ST-LIN | 1 | 0.02 |
| ST-OURS | 4 | 0.07 |
| ST-PAUL-ILE-AUX-NOIX | 4 | 0.07 |
| TADOUSSAC | 29 | 0.49 |
| TEMISCAMING | 6 | 0.10 |
| TROIS-RIVIERES | 3 | 0.05 |
| SK | 243 | 4.14 |
| ABERNETHY | 7 | 0.12 |
| BATOCHÉ N.H.P. | 16 | 0.27 |
| BATTLEFORD | 9 | 0.15 |
| MAPLE CREEK | 12 | 0.20 |
| PRINCE ALBERT N.P. | 130 | 2.22 |
| SASKATOON | 8 | 0.14 |
| VAL MARIE | 61 | 1.04 |
| YT | 128 | 2.18 |

| | | |
|----------------------|-------------|------|
| DAWSON CITY | 46 | 0.78 |
| HAINES JUNCTION | 35 | 0.60 |
| OLD CROW (VUNTUT NP) | 2 | 0.03 |
| WHITEHORSE | 45 | 0.77 |
| Grand Total | 5869 | |

HISTORY OF NEGOTIATIONS

This round of collective bargaining commenced on January 30, 2019 with an exchange of proposals. The parties have met to bargain on the following dates:

- January 30, 31, 2019
- March 12, 13, 14, 2019
- April 30, May 1, 2, 2019
- May 28, 29, 30, 2019
- July 16, 17, 18, 2019

Overall, the parties have met for a total of 5 bargaining sessions consisting of 14 days. Despite this, the parties have not signed off on any new language and have only reached agreement on a few items the Union would characterise as housekeeping or catch-up clauses with Treasury Board. All substantive issues remain outstanding. On July 25, 2019, the Union requested the establishment of a Public Interest Commission to assist the parties in reaching an agreement on outstanding issues. On August 6, 2019, the Employer requested that the Board delay the establishment of a Public Interest Commission. After reviewing the matter carefully, the Board recommended the establishment of a Public Interest Commission on August 21, 2019.

At the request of the employer and with the agreement of the Union a mediator was appointed by the Board on August 21, 2019 to assist the parties in the ongoing dispute. Dates were scheduled for October 1-3, 2019 but the employer cancelled scheduled dates in late September stating that they did not have a revised mandate that would make

mediation useful. To date, the Union has been disappointed that the employer has not tabled a comprehensive pay proposal despite having ample opportunity to get a mandate and table a pay proposal like other Agency employers. Despite making it clear at numerous bargaining sessions that the Union was not going to accept concessions, the employer has maintained concessions and has not discussed precedence or clear need for these proposals. The Employer's proposals would roll-back gains made by the Union in areas such as: family related responsibility leave for seasonal workers, call back and reporting pay provisions and compensation for employees working in the backcountry.

In the spirit of efficiency and good faith bargaining, the Union caucused in early October and decided to demonstrate significant movement by withdrawing and amending numerous demands to focus more on priorities and align more closely with demands currently at PSAC bargaining tables. The Union's revised positions were submitted to the Board and the Employer on October 21, 2019.

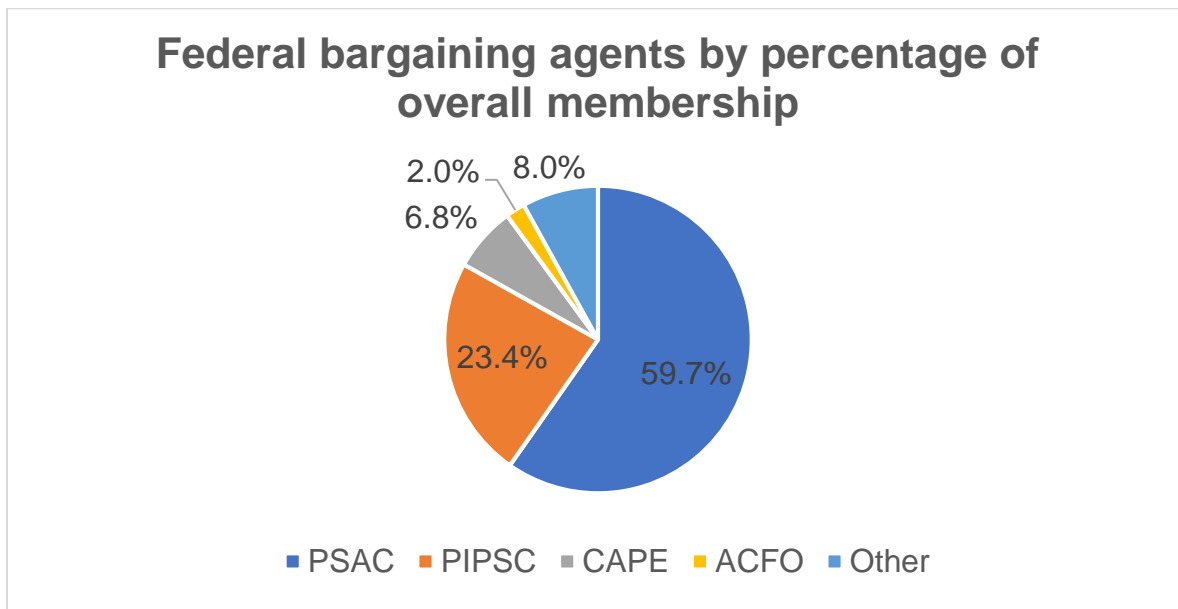
Federal public sector context

In early summer 2019, other bargaining agents in the federal public administration including the Professional Institute of the Public Service (PIPSC), the Association of Canadian Financial Officers (ACFO) and the Canadian Association of Professional Employees (CAPE) reached tentative agreements with the Treasury Board (Exhibit A3). While at the PSAC-Treasury Board bargaining table one of the issues that proved to be contentious between the parties was Treasury Board's insistence that the PSAC replicate what other federal public administration bargaining agents have negotiated, Parks Canada has not yet done the same in these negotiations. At the Parks Canada bargaining table, the Employer has been reluctant to expedite the bargaining process and at least table the full complement of proposals accepted by smaller public service unions.

In terms of bargaining unit replication with what other federal public administration bargaining agents have negotiated, PSAC represents the majority of members in the Federal Public Administration and is in no place to consent to a pattern that is imposed

by smaller bargaining agents and is not acceptable to PSAC members. The next biggest bargaining agent in the sector has less than one-third of PSAC's membership. The tail doesn't wag the dog.

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



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

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

- 1) While not formally part of the deal, the Treasury Board and bargaining agents have negotiated an agreement on payment of damages to employees due to Phoenix.

- 2) The implementation of the collective agreements has been substantially altered due to the ongoing problems with Phoenix, and the Treasury Board's concern about its ability to implement any agreement

On both of these issues, the other bargaining agents have negotiated "me-too" clauses which would provide them with superior benefits if another bargaining agent negotiates such superior conditions (Exhibit A4). This is a full acknowledgement by both these other bargaining agents as well as Treasury Board that they do not expect PSAC to follow the pattern established by the smaller groups' agreements, and that there is a good likelihood that their settlements will be exceeded by PSAC.

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

In light of this fact, and given the fundamental of principles of replication, the Union submits that the settlements of other Unions, while providing some wage comparators for workers in some Parks Canada classifications, should not be the ultimate determining factor in assessing what the outcome of collective bargaining would have been particularly with respect to annual wage increases and Phoenix damages.

PSAC BARGAINING TEAM

During the course of the Public Interest Commission process, Team members may be called upon to provide a more detailed explanation of specific issues of the enclosed proposals. The PSAC Parks Canada Bargaining Team is comprised of:

| Name | Classification | Region |
|--------------------|-----------------------|---------------|
| Angela Decker | CR | Atlantic |
| Daniel Toutant | GL-WOW | Quebec |
| Daniel Britton | AS | Ontario |
| Kassandra McKinnon | PM | Atlantic |
| Marc Phillips | FI | NCR |
| Omar Murray | PM | Prairies |
| Birch Howard | GT | North |

Appearing for the PSAC are:

Ashley Bickerton, Negotiator, PSAC

Shawn Vincent, Research Officer, PSAC

LEGISLATIVE FRAMEWORK

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

- 175.** *In the conduct of its proceedings and in making a report to the Chairperson, the public interest commission must take into account the following factors, in addition to any other factors that it considers relevant:*
- (a) the necessity of attracting competent persons to, and retaining them in, the public service in order to meet the needs of Canadians;*
 - (b) the necessity of offering compensation and other terms and conditions of employment in the public service that are comparable to those of employees in similar occupations in the private and public sectors, including any geographic, industrial or other variations that the public interest commission considers relevant;*
 - (c) the need to maintain appropriate relationships with respect to compensation and other terms and conditions of employment as between different classification levels within an occupation and as between occupations in the public service;*
 - (d) the need to establish compensation and other terms and conditions of employment that are fair and reasonable in relation to the qualifications required, the work performed, the responsibility assumed and the nature of the services rendered; and*
 - (e) the state of the Canadian economy and the Government of Canada's fiscal circumstances.*

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

PART 2

OUTSTANDING ISSUES

ARTICLE 2

INTERPRETATION AND DEFINITIONS

UNION PROPOSAL

“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).

RATIONALE

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

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

The continued exclusion of brother-in-law and sister-in-law from the definition of family in Article 2 has tangible effect on employees as it denies them access to certain rights that are available to them for similar familial relationships. Specifically, the exclusion of brother-in-law and sister-in-law from the definition of Family in Article 2 excludes employees from accessing leave without pay for care of the family for the siblings of their

spouse (Article 39). This exclusion also limits their access to bereavement leave without loss of pay to one day, as opposed to the seven days available to mourn the loss of a son-in-law, daughter-in-law, father-in-law, or mother-in-law (Article 44).

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

ARTICLE 9

INFORMATION

EMPLOYER 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 shall be supplied with a printed copy.**

RATIONALE

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

On September 12, 2017, the PSAC filed a policy grievance stating that Treasury Board, had violated Article 10- Information of the PA Collective Agreement between PSAC and Treasury Board, and in particular Article 10.02 of the Collective Agreement. This grievance related to the denial of employees from obtaining a printed copy of the collective agreement was granted. PSAC outlined examples of several violations of Article 10 in the core public service that demonstrated a clear lack of consistency throughout departments in terms of supplying each employee with a copy of the collective agreement. Examples of violations ranged from announcements that booklets are no longer going to be made available to employees, that employees would have to use the intranet to access their collective agreement, to claims that the onus is now on employees to request a printed copy of their collective agreement.

On January 26, 2018, in the core public service, the Senior Director of Compensation and Collective Bargaining Management issued a notice entitled "Responsibility for the Printing

and Distribution of Collective Agreements” that informed Heads of Human Resources Directors/Chiefs of Labour Relations relative to article 10.02 of the Employer’s obligations related to the printing of collective agreements and providing them to employees (Exhibit A5). Yet, despite the granted policy grievance and direction from the Office of the Chief Human Resources Officer (which was the outcome of the final level grievance), issues persist.

Many Parks Canada members do not perform a majority of their job duties in office settings and do not always have access to the internet or even to computers. Members report that there were delays and issues in the getting a copy of the existing collective agreement. For example, it wasn’t until recently that all Parks Canada members in PEI had access to printed copies of the current collective agreement as members reported that the Employer was directing them to the electronic version rather than providing them with a paper copy when requested. PSAC has little comfort that employees will be provided copies if the Employer is not required by the Collective Agreement to print it, since there have been issues at Parks Canada and across the core public service.

The Union submits that for our members who either spend little or no time in front of a computer or work in remote locations with limited access to an internet connection (e.g., the North), the language proposed by the Employer effectively amounts to a restriction on access to the Collective Agreement, which the Union submits is in neither party’s interest. For our large and diverse bargaining unit, the Union believes that the time for this proposal has not yet come. The Union therefore respectfully asks that the Commission not include the Employer’s proposal in its award.

ARTICLE 11

USE OF AGENCY FACILITIES

PSAC 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.

EMPLOYER 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 vessel, the Alliance representative upon boarding any vessel must report to the Master, state his or her business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels.

RATIONALE

The Employer has agreed to match existing language in PA's collective agreement, therefore, the Union is proposing only two additional modifications to the current Article 11.03. The Union is proposing these changes for inter-related reasons:

- First, the language contained in the current Collective Agreement has in the past been interpreted and used by the Treasury Board to infringe upon the Union's rights under the PSLREA, namely via denying Union representatives access to Treasury Board worksites to speak with members of the Union.

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

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

I declare that the refusal to allow a complainant representative to conduct a walkthrough of the Veterans Affairs Billings Bridge facility on November 5, 2014, to conduct a walkthrough and an on-site meeting during off-duty hours at Health Canada's Guy Favreau Complex on November 25, 2014, and to conduct a walkthrough and an on-site meeting during off-duty hours at DND facilities on December 11, 2014, and January 6, 2015, all constituted violations of s. 186(1)(a) of the Act by the respondent and by the departments involved. (PSLREB 561-02-739) (Exhibit A6)

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

Denying (Union representative) Mr. Gay access to CBSA premises on October 13 and 29, 2009 for the purpose of meeting with employees in the bargaining unit during non-working periods to discuss collective bargaining issues, violated paragraph 186(1) (a) of the Act and were taken without due regard to section 5 and to the purposes of the Act that are expressly stated in its preamble. (PSLRB 561-02-498) (Exhibit A7)

The Board also ordered Treasury Board and the CBSA in that same decision to: “...cease denying such access in the absence of compelling and justifiable business reasons that such access might undermine their legitimate workplace interests.” (PSLRB 561-02-498) (Exhibit A7)

In light of the current language contained in Article 11.03 of the parties' Agreement; and in light of the decisions rendered by the Board on this matter, the Union submits that the current language is inconsistent with the rights afforded Union representatives under the PSLREA. It places restrictions on the Union that the Board has found to be incompatible with the Act; hence the Union's proposal to amend the language to ensure that the Union's rights are upheld.

As mentioned, the second reason as to why the Union has proposed to modify Article 11.03 is to achieve parity with what Treasury Board has already agreed to for its employees in CBSA (FB Group), CX and OSFI bargaining units (Exhibits A8). The CBSA (FB Group) contract already has the exact same language that the Union has proposed. The CX Collective Agreement, which covers guards who work in federal prisons and other penal institutions, makes no reference to the need for Union representatives requiring permission from the Employer to enter the worksite. These workers perform their duties in contained, high-security environments where danger is present, and yet Treasury Board has agreed to language that ensures Union representatives access to the workplace for the purposes of meeting with members. In general, the three agreements cited above provide Union representatives access to the workplace for meetings with union membership, which is also consistent with what PSAC has proposed for its bargaining units.

Based on the cited examples, the Union submits that there is no reason why employees should be denied rights that have been agreed to by Treasury Board for other groups of workers. The Union is also looking for language that would ensure that the Employer cannot interfere with the Union's right to communicate with its membership on non-work time. There have been instances across the public service in the past when this problem

has arisen. Including this language in the Collective Agreement would ensure that the Union's statutory rights in the workplace would not be interfered with.

Given that the Board has clearly indicated that the law provides Union representatives with rights that extend beyond what is contained in the current Article 11.03, and given that what the Union is proposing is virtually identical to what the Treasury Board has agreed to for other workers in its employ, and given the Union's statutory right to communicate with its membership, the Union therefore respectfully requests that its proposals be incorporated into the Commission's recommendation.

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

ARTICLE 12

EMPLOYEE REPRESENTATIVES

UNION PROPOSAL

12.04

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

RATIONALE

The Union's proposal for Article 12.04 is designed to address interference in the statutory right of the Union to properly represent its members under FPSLRA. The language contained in the current Collective Agreement matches the core public service and has in the past been inconsistently interpreted and used to deny, not to respond to, restrict or delay permission for time off requested by stewards to investigate complaints and to resolve problems in the workplace.

The Union maintains that, to the extent that there exist practices that purport to limit that right of representation, or the participation of employees in the Union's lawful activities, the Union is compelled to seek declaratory contract language. The law is clear that the Employer does not have the prerogative or the right to interfere with the representation of

employees by an employee organization. Subsection 5 of the *Act* clearly sets out an employee's rights with respect to Union activities:

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

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

(1) No employer, and, whether or not they are acting on the employer's behalf, no person who occupies a managerial or confidential position and no person who is an officer as defined in subsection 2(1) of the Royal Canadian Mounted Police Act or who occupies a position held by such an officer, shall

- **(a)** participate in or interfere with the formation or administration of an employee organization or the representation of employees by an employee organization; or
- **(b)** discriminate against an employee organization.

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

Employees at the House of Commons already benefit from provisions that do not require Union representatives to obtain permission to leave their work in order investigate employees' complaints or meeting with local management for the purpose of dealing with grievances. Rather than representatives seeking permission, the language awarded to

PSAC by arbitral decision (PSAC vs. House of Commons, 2016 PSLRB 120) states that *“the Employer shall grant time off”* (Exhibit A9).

It is commonly recognized that the purpose of any grievance procedure is to not only provide recourse for employees, but also to provide a mechanism within which problems might be resolved via dialogue. Moreover, Article 1.02 speaks to a commitment on the part of both parties to establish an effective working relationship.

For Union representatives in the workplace to properly work towards successful resolution of problems either via informal discussion or via formal grievance procedure, time is required to meet with affected employees and managers. The Union is proposing contract language that would ensure that the Employer will not interfere with a Union representative’s ability to carry out his or her duties in the workplace. Therefore, the Union respectfully requests that the Commission recommend this proposal.

ARTICLE 13

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

PSAC 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

13.16 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.

RATIONALE

With the language proposed in Article 13.14, the Union is seeking the right of employees elected as a full-time officer of the Component or Alliance to leave without pay for period in which they hold such office, and the right to return to their substantive position in the bargaining unit after leaving such office. This is a basic and important provision that ensures Union democracy as it removes financial and job security impediments for employees wishing to run for Union office. This is the same language that is found in the SV (14.14), TC (14.14) and FB (14.15) Collective Agreements for which Treasury Board is the employer. Members at Parks Canada should be allowed the same opportunity to

take leave without pay when they are elected to full-time office within the Union as other PSAC members in other bargaining units. The Union sees no reason to not include this language in the agreement. (Exhibit A10).

The new language proposed in Article 13.16, in the last round of bargaining between the parties, leave without pay for union business was amended such that union members would continue to receive pay from the Employer, and the PSAC would be invoiced by the Employer with the cost of the period of leave. The intent was to change the mechanism of payment and not the substance or scope of leave for the PSAC business.

However, since that change, there have been cases across the public service of inappropriately denying union leave to employees in circumstances in which it was formerly allowed, due to a misinterpretation of the new language on the part of management. Denying members the ability to participate in the life of their Union for legitimate activities is straining labour relations. Adding the language suggested by the Union will allow members to continue to take union leave validated by a letter and for which the PSAC will reimburse the Employer.

The proposed changes in Article 13.17 are simply to recognize that, with the exception of Article 13.14, there is one system for all forms of union leave, whereby the leave for employees is with pay and the PSAC will be invoiced by the Employer for the cost of the leave. The Parties are already in agreement to move from 30-60 days at 13.17, which is status quo in the core public service.

ARTICLE 15

DISCIPLINE

EMPLOYER 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.**

RATIONALE

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

The Employer’s concessionary proposal at Parks Canada is even graver than the concession being proposed by Treasury Board at PSAC’s core tables. While Treasury Board is proposing to exclude leaves without pay in excess of six months, the Employer at Parks Canada is seeking an even graver concession that extends this provision to any leave without pay taken by employees as well as the length of any seasonal layoff. With 39.3% of the bargaining unit being Seasonal workers this is a grave concession that means that records of discipline will remain on Seasonal workers files significantly longer

than is reasonable based solely on their status as a Seasonal worker. Furthermore, the concession of including all leaves without pay taken by the employee is unduly harsh. The proposal to exclude all periods of leave without pay (LWOP) is a grave concession and worrisome to the Union for other reasons. Employees may take periods of LWOP for many different reasons, most of them personal and some which may be beyond the employee's complete control, such as:

- medical reasons;
- maternity and/or parental leave;
- long term care of family members; and
- education or career development leave.

Employees taking such leaves would have records of discipline in their personnel files much longer than other employees. At the same time, employees who are absent from the workplace on extended leaves with pay (such as sick leave with pay) would not be treated in the same manner. Given that the reasons for taking some longer-term leaves without pay may be based on grounds that are protected against discrimination under the Canadian Human Rights Act (e.g. disabilities, sex, family status), there is great concern that such a provision as proposed by the Employer could in fact be discriminatory. The PSAC views this proposal as unduly harsh, unnecessary and contrary to human rights considerations. We therefore respectfully request that the Public Interest Commission not include this Employer proposal in its recommendations.

ARTICLE 17

NO DISCRIMINATION AND SEXUAL HARASSMENT

PSAC PROPOSAL

Amend as follows:

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.

~~17.04~~ **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.

RATIONALE

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

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

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

The amended Act defines harassment and violence to mean “*any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence,*

humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment” (amended section 122(1)).

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

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

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

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

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

The Collective Agreement is the guide to which employees turn to understand their rights in the workplace and their terms and conditions of work. It is also the guide that managers use to understand their responsibilities toward employees in the workplace. The Union

submits that an obvious way to comply with the new requirement to inform employees of their rights and obligations with respect to harassment and violence is to plainly lay out these obligations in the Collective Agreement so that they are clear, unequivocal, and accessible to everyone in the workplace. Moreover, the Union believes that to not amend Article 17 of the Collective Agreement to reflect these changes to the Canada Labour Code, which considerably broaden the definition of harassment beyond what currently exists in the Article, could result in confusion with respect to behaviours that are not acceptable in the workplace.

The Union's proposal at 17.06 was accepted by the Employer as it is already status quo language in the core public service.

As it concerns the Union's proposal at 17.08, a significant number of employees in the bargaining unit work in an environment where surveillance cameras and other forms of equipment are common. While there are some legitimate health and safety reasons to engage in some forms of surveillance, the rights and dignity of employees need to be protected. It is the Union's position that the use of this surveillance for evaluation or disciplinary purposes is inappropriate and excessive.

Furthermore, arbitrators have been generally of the view that video surveillance collected for one purpose ought to be restricted in its use to that purpose and an employer will ordinarily not be entitled to use surveillance evidence obtained for non-disciplinary purposes to discipline employees for misconduct. This is consistent with the rulings of Privacy Commissioners.¹

¹ See, for example, Investigation Report P2005-IR-004 (R.J. Hoffman Holdings Ltd.), [2005] A.I.P.C.D. No. 49 (QL) (Denham), Lancaster's Human Rights and Workplace Privacy, August 17, 2005, alert No. 47, in which the Alberta Information and Privacy Commissioner ruled that video footage from cameras which were justifiable for the purpose of monitoring security, but were subsequently used to record (albeit inadvertently) an incident on which the employer sought to base the dismissal of an employee, violated employees' privacy rights insofar as the video footage exceeded the original purpose for which the cameras had been installed.

As a result, the Union is proposing that the language contained in the Canada Post collective agreement covering workers in Canada Post postal plants be included in the collective agreement (Exhibit A11), and respectfully requests that the Commission include this language in its recommendations.

ARTICLE 21

TECHNOLOGICAL CHANGES

PSAC 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.

RATIONALE

Meaningful and substantive consultation with the bargaining agent is essential in instances of technological change. Too often, discussion is offered by the Employer after all the decisions have been made, and when it is too late to effect meaningful change or mitigation measures. The Spring 2018 Independent Auditor's Report on Building and Implementing the Phoenix Pay System succinctly states: "The building and implementation of Phoenix was an incomprehensible failure of project management and oversight" (Exhibit A12). The Union's proposal, particularly Article 21.05 (f), requires that the Employer provide all business case-related documentation and risk assessment (and mitigation options) of how the change pertains to the employees directly impacted; all employees who may be impacted; and how the change pertains to the citizens of Canada, if applicable. Such information provided 360 days in advance of the introduction or implementation of such technological change (see proposed amendments to Article 21.04) could mitigate the impact on directly affected workers.

The Union's proposed expansion and clarification of applicability of Appendix K, Work Force Adjustment, relative to technological change, is predicated on the importance of the protection of workers relative to their place of work. Further definition of "technological change" in Article 21.02 aims to modernize the terms of the article. The terms "equipment and material" are reflective of a time when computers were replacing typewriters. For this article to be meaningful in the current information technology, artificial intelligence and automated machine learning and decision-making environment, the scope of the definition of "technological change" must be expanded. "Systems" and "software" more accurately reflect the kind of technological change that is likely to impact the job security of today's workers. Notably, changes to the Phoenix pay system—and the workers impacted by that change—were largely related to software and systems, not equipment or material.

The Union proposal at Article 21.04 adjusts the written notice timeframe to better reflect the time it takes to plan for, implement and adapt the workplace environment, and adapt workers to the changed work environment. The current 180 days is insufficient to respond to significant changes in the employment status or working conditions of affected employees.

Additionally, the Union proposes to delete the first sentence of Article 21.03. This deletion was agreed to by Treasury Board in last round of bargaining with the FB group. (Exhibit A13).

Finally, the Union proposes additional disclosure in Article 21.05 (f) that would provide it with the business case for the technological change and all documented risk assessments. PSAC sought this kind of documentation early in the process which created the then new and ultimately disastrous Phoenix pay system, but the information was denied. When the business case was finally released publicly two years after Phoenix went live, it became clear that the business case failed to account for real risks to pay specialists or their clients, public service workers and members. None of the risks

identified in the formative documents identified the overwork and stress that has been experienced by pay specialists because of system failures and lack of capacity. The idea that employees might not get paid accurately, or get paid at all, was not contemplated. The Union is seeking to expand the language in Article 21.05 so that it may effectively and fulsomely advocate on behalf of its members and meet its legal duties. An open and honest disclosure of the plans and an opportunity for the Union to help assess risks and problems could have led to much different decisions that may have alleviated or even avoided the Phoenix pay disaster.

ARTICLE 22

HOURS OF WORK

PSAC 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**.

EMPLOYER 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.

RATIONALE

Members of this bargaining unit care about their work and the quality of the services delivered is a priority for them. The issue with the language at 22.08 is that it creates a discrepancy between operating and non-operating employees. There have been recurring complaints concerning members not being able to take their breaks due to not enough staff present to temporarily relieve them of their duties. The Union believes the Employer has not endeavored to find solutions to this ongoing problem frustrating many workers at Parks who feel they are not being treated fairly or equally to other workers. The Union is seeking clear collective agreement language providing 15-minute breaks for all employees. Rationale for consequential amendments that follow in Article 22 are found in their respective articles.

The Employer is seeking a roll-back on longstanding collective agreement language. The Employer has agreed to status quo language for multiple rounds now and the Union has consistently submitted that status quo language is working for members and ought to remain.

The Employer's workweek averaging proposal for employees working in the backcountry would have a negative impact on our member's daily hours of work and access to overtime compensation. The Employer's proposal would allow the Employer to compel members to work longer daily hours with less access to overtime compensation due to workweek averaging. The Union submits that broadening the scope of existing provisions at 22.10 would negatively impact a wide range of members in various classifications who do some of their work in the backcountry.

The Employer has cited the *Canada National Parks Act* as rationale for their proposal, but the Act does not discuss backcountry work or reference hours of work. The Union submits that there is no requirement in the *Canada National Parks Act* that speaks to a requirement to change hours of work provisions for employees doing work in the backcountry. The Act does not speak to backcountry work at all or any requirement for our members working in the backcountry to be subjected to changes in their hours of work and there is nothing requiring them to be subjected to workweek averaging.

The Union submits the Employer's proposal is a grave concession and respectfully submits that this should not be included in the Board's recommendations.

ARTICLE 23

SHIFT PREMIUMS

PSAC 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. 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.

RATIONALE

Workers in the identified groups have not seen an increase in shift premium since 2002 – more than seventeen years ago. While wages have been adjusted substantially over the same period, shift and weekend premiums have remained unchanged—their value eroded by inflation. In that seventeen-year period, inflation has increase by more than 36%. Given the time that has elapsed since the last increase, the Union submits that its proposal is entirely reasonable. Additionally, the Ships Repair (East) and Ship Repair (West) shift premium formulas are one-seventh (1/7) of the employee's basic hourly rate of pay for evening is the equivalent of about \$4 to about \$6 depending on the pay range. Ship Repair (West) shift premium formula for night is one-fifth. As well, other federal public sector employers have agreed to a considerable increase in shift premium for other

groups of workers it employs. For example, the PSAC bargaining unit for Scanner Operators at Parliamentary Protective Services, Operational workers and both editors and senior editors at the House of Commons, workers at the Senate of Canada and at the Museum of Science and Technology Corporation have all seen their shift and weekend premiums increase. Some of these increases were achieved via PSLRB arbitral awards. (Exhibit A14).

While shift work may be critical for the operation of important services that require around-the-clock staffing, the impact of those schedules on the health and welfare of the employees is significant. The most common health complaint cited by shift workers is the lack of sleep. However, as was noted in a Statistics Canada report (Exhibit A15), shift work has also been associated with several illnesses including: cardio-vascular disease, hypertension and gastrointestinal disorders. Shift workers also report higher levels of work stress which has been linked to anxiety, depression, migraine headaches and high blood pressure. Research has also shown that sleep deprivation generated by shift work is related to an increased incidence of workplace accidents and injury. The interference that shift work causes in individuals' sleep patterns has resulted in workers experiencing acute fatigue at work, impaired judgements and delayed reaction times. In addition, a recent article from the American Journal of Industrial Medicine concluded night shift work has emerged as the most prevalent suspected occupational cause of breast cancer (Exhibit A16)

Of equal significance are the limitations that shift work poses for participation in employees' leisure time and family activities. Employees required to work non-standard hours face incredible challenges in balancing their community, family and relationship obligations, frequently leading to social support problems. The current rates paid for shift work do not adequately compensate members for this sacrifice of their time and health.

As wages and inflation increase, the relativity between the value of the shift/weekend premium and the hourly rates of pay also needs to be maintained through an upward adjustment to the premium. Otherwise the premium pay associated with shift work would

not properly compensate employees for the hardship and inconvenience represented by this kind of work. The Employer should be able to compensate employees more fairly for the imposition on their personal lives and the disruption to their work/life balance.

ARTICLE 24

OVERTIME

PSAC PROPOSAL

Amend to read:

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.

EMPLOYER 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 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.

RATIONALE

The Union's overtime and meal allowance proposal includes a proposal for double overtime for all overtime and the \$15 meal allowance. The Employer proposal will also be addressed in this section.

First, the Union proposes that all overtime be compensated at the rate of double time. This proposal simplifies and streamlines the input of overtime pay. Overtime, a form of non-basic pay, was regularly missing or miscalculated by the Phoenix pay system. Currently, overtime can be earned at variety of rates: 1.5 times the base rate, 1.75 times the base rate, and double time in specific situations. The union's proposal simplifies the input of overtime to a single rate. Further this proposal recognizes that any overtime is a disruption of the work/life balance. For non-shift workers, Sunday is currently paid at double time and any extra time worked is equally as important as your second day of rest.

Second, the Union is proposing an increase in overtime meal allowance. The allowance has not been increased since June of 2003—sixteen years ago. What’s more, the increase at that time was a mere 50 cents. In the span of that sixteen years food cost have been impacted by inflation which has increased almost 33% since 2003. As such, an increase in overtime meal allowance is well overdue. Overtime meal allowance for shift workers has been increased several times via PSLRB interest arbitration for several PSAC bargaining units over the last several years (Exhibit A17). In recent rounds of negotiations, the Employer has agreed to a \$12 meal allowance in the core federal public service for the following groups: FB (PSAC); AI, PR, and RO (Unifor); EI (IBEW); FI (AFCO); FS (PAFSO); SR(C) (FGDCA); SR(E) and SR(W) (FGDTLC); SO (CMSG); SP, NR, CS, and SH (PIPSC); and EC and TR (CAPE).

The Union submits the same should apply here. Currently, the Employer provides a meal allowance of \$10 in circumstances where meals are not provided, and the employees are required to work more than three (3) hours of overtime. In terms of demonstrable need, when this situation does arise, the Union submits that it is difficult, if not impossible, to find a restaurant that serves a meal for no more than \$10. To this point, Restaurants Canada’s 2019 Food Service Facts stated that restaurant menu prices in Canada rose 4.2% in the last year alone—the largest one-year increase since the introduction of the goods and services tax (GST) in 1991 (Exhibit A18).

The Union’s proposal of an increase to a \$15 meal allowance is a minimal cost. The union submits that such an increase is reasonable and appropriate and requests that the Commission recommend its proposal.

The Employer is seeking significant roll-backs on longstanding overtime provisions. The Employer’s proposal at 24.01 and 24.02 would limit and restrict member access to overtime compensation. The Employer did not provide sound rationale nor evidence of financial or other hardship to warrant changing language in this article.

Working overtime hours is exhausting, stressful, has a negative effect on health and morale, and is often very inconvenient. Employees may incur additional costs, for example for childcare outside of regular hours, or other family obligations, often at considerable inconvenience.

Existing provisions at 24.01b allow for designated paid holidays to be excluded from the meaning of consecutive and contiguous calendar days of rest. The Employer proposal would limit existing double overtime pay provisions where employees are not required to work during a holiday.

Problems with the Employer's proposal at 24.02a were discussed broadly in the Union's response to the Employer's proposal at Article 22. The Employer's proposal would severely limit access to overtime for a wide range of employees who do some work in the backcountry. The Employer's proposal would subject a wide-range of workers to workweek averaging provisions that would allow the Employer to compel various groups of workers to work longer daily hours while making it significantly more difficult for them to access overtime compensation. Moreover, existing provisions at 24.01 b allow for double overtime pay for work after 7.5 or 8 hours work (in accordance with Hours of Work Code) on the employee's 1st day of rest. This is standard language in the core public service, but the Employer's proposal would subject workers who do some work in the backcountry to 24.02 b which would further reduce their access to double overtime pay, by allowing workers to only access time and one half for working on a 1st day of rest.

ARTICLE 25

CALL BACK AND REPORTING PAY

EMPLOYER 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.

RATIONALE

The Union rejects the Employer's proposal. There is no demonstrable need for such a provision. The Employer's proposals at Article 25 represent grave concessions for our members. The Employer is seeking changes to longstanding provisions that go back to the first contract for this bargaining unit (Exhibit A19).

In the Parks Canada context, call backs occur regularly and can occur at multiple times. Operational workers, especially seasonal workers have long relied on these provisions for compensatory leave. Currently, members are entitled to 3 hours of overtime each time they are called back or required to report to work. The Employer is seeking to roll-back this entitlement in a couple of ways. First, the employer is seeking a change that would only pay workers this minimum once if they are called back to work multiple times. The concessionary language at 25.01c ii is not present in the PA, TC, SV, FB or EB collective agreements. Second, they are seeking a substantial change at 25.02 that would remove the longstanding 3-hour provision and replace it with substantially less if the work according to the Agency can be done remotely. This provision is not present in comparable collective agreements at SV and FB, where workers regularly rely on call-back and reporting pay provisions.

Language such as that proposed by the Employer at 25.02 is not only unnecessary, but potentially dangerous for worker and others. Whether the call-back is a result of, for instance, rising water levels or gate failures on the canals, fire or security alarms, electrical or mechanical failures, Parks workers return to the workplace to ensure that any required intervention/repair is safely and accurately undertaken. Unlike other workplaces, many Parks workers perform their duties at heritage sites like the canals where repairs need to be done manually as designated sites do not allow certain types of automation. The Union is concerned that the presence of such language in the collective agreement has the potential for the Employer to either expect or direct workers to address issues remotely, rather than support workers attending at the workplace, where they are best placed to review, assess and undertake the safest, most appropriate corrective action(s). An increase in this type of Employer direction, supported by their proposed language, may result in a reckless reliance on remote interventions. Without qualified ‘eyes on the ground’ to confirm situations prior to actions or inactions, workers, others and physical assets could be subjected to a high risk of harm.

The Union respectfully submits that there is no demonstrated need for such a proposal, the language does not exist for comparable workers elsewhere and requests that the Board does not include a recommendation in favour of the Employer’s proposal.

ARTICLE 26

STANDBY

PSAC 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-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.

RATIONALE

Employees who are placed on standby often face severe restrictions on the use of their personal time throughout the duration of standby. All workers have multiple demands placed on them outside of the workplace, whether they be family, community or personal. For many members at Parks, it clashes with the added requirement for them to provide, often round-the-clock availability to the Employer via Standby. They must remain available for a call, be prepared for their sleep to be interrupted, would likely be unable to commit to any solo parental responsibilities, nor embark on any travel outside of their geographical area. The current rate of compensation is no longer adequate compensation for the impact that a required period of standby has on the lives of workers outside, which the Union's proposal works to address by increasing the compensation to levels near to or that currently exist in other collective agreements.

Several large provincial and territorial government collective agreements have similar or better language than what the Union is advancing in this round of bargaining. These comparators demonstrate that employers are providing higher rates of compensation for standby than currently exists for members at Parks. The Union's proposal to improve compensation for Standby is both responsive and reasonable.

The British Columbia General Employee Union's Main Collective Agreement stipulates that there shall be one (1) hours pay for each 3 hours of standby:

14.5 Standby Provisions

- (a) Where employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one hour's pay for each three hours standing by. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this clause do not apply to part-time employees who are not assigned a regular work schedule and who are normally required to work whenever called. (Exhibit A20)

From the Collective Agreement between the Yukon Employees Union (PSAC) and the Yukon Government, workers are compensated with 2 hours of pay for each 8 hours of Standby:

18.03 Stand-by Pay

With the exception of article 18.03(8), the following provisions shall be applicable only to regular employees and seasonal employees:

- (1) Where the Employer requires an employee to be available on stand-by during off-duty hours, an employee shall be entitled to a stand-by payment of equivalent to two (2) hours of his/her regular straight time hourly rate for each eight (8) consecutive hours or portion thereof, that he/she is on stand-by. (Exhibit A21)

And finally, from the Ontario Public Service Main agreement with OPSEU, workers receive a minimum of 4 hours of pay for any period of Standby:

UN 10.4 When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one half (½) his or her basic hourly rate with a minimum credit of four (4) hours pay at his or her basic hourly rate (Exhibit A22)

The Union respectfully requests that the board includes a recommendation in favour of the proposal to increase the compensation for standby.

ARTICLE 27

DESIGNATED PAID HOLIDAYS

PSAC PROPOSAL

Amend as follows:

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.

RATIONALE

The Union is proposing two modifications to the current Article 27.01 to (a) include two additional days as designated holidays: Family Day and National Indigenous Peoples Day; and (b) to increase the rate at which statutory holidays are paid. The Union's proposals are intended to bring designated paid holidays in line with what is found in other collective agreements; and, consistent with the Union proposal in the Article 24 – Overtime to simplify pay administration to a single rate of pay when an employee works on a designated paid holiday, and to contribute to a better work-life balance.

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

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

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

80. We call upon the federal government, in collaboration with Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to honour Survivors, their families, and communities, and ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process. (Exhibit A23)

Based on this report, a private member's bill, C-369, was introduced and has already passed the first reading in the Senate. As recognized in the bill, the purpose of the Act is: *"to fulfill the Truth and Reconciliation Commission's Call to Action #80 by creating a federal holiday called the National Day for Truth and Reconciliation which seeks to honour Survivors, their families, and communities, and ensure that public commemoration of the history and legacy of residential schools, and other atrocities committed against First Nations, Inuit and Metis people, remains a vital component of the reconciliation process."* (Exhibit A24)

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

Lastly, the Union proposes that all designated paid holidays be compensated at the rate of double time in order to have consistency with the Union's proposal on overtime pay. Working on a designated paid holiday is a disruption of an employee's work-life balance. Sunday, or an employee's second day of rest, is currently paid at double time; any additional holidays or days of rest worked are equally important to employees.

Currently, work on a statutory holiday is paid at 1.5 times an employee's base rate of pay up to 7.5 hours worked; and double time thereafter. The Union's proposal streamlines pay for work on a designated paid holiday to a single rate, consistent with the Treasury Board's stated goal in this round of bargaining to simplify pay administration. (Exhibit A25)

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

ARTICLE 29

TRAVELING TIME

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.**

RATIONALE

The Union would like to see improvements to the Travelling time provisions that align with other groups in the core public service who have better cap provisions in their collective agreement. Workers at Parks Canada work across the country and have various work units in the North, which require lengthy travel and stop-overs. At present, travel time provisions are not currently adequate in many circumstances and a review of other collective agreements demonstrate that Parks Canada is behind federal comparators in the public service.

Numerous other groups in the core public service have superior travelling time provisions, this even includes groups with expired agreements. Bargaining units represented by ACFO, CAPE and PIPSC currently have superior travel time provisions to workers at Parks Canada. The Union's demand is quite reasonable given this bargaining unit has work locations in Northern and remote communities where travelling time, weather delays and stop-overs can be lengthy. For example, field units like the Western Arctic Field Unit in Inuvik, NWT help showcase why existing travel provisions are inadequate and don't meet the needs of workers. Travel from Ottawa to Inuvik will typically take at least a full day of straight travel with multiple stops. As a result of existing travel provisions, workers would easily surpass cap provisions if travel isn't booked over multiple days.

Treasury Board has agreed to increase the travelling cap to 15 hours for many groups. TC group already has a 15 hour travel cap and it is common to have a 5-hour cap on stop-overs or no cap at all. The Union submits that its proposal is quite modest given modernized provincial provisions that exist in Alberta, British Columbia, Ontario and Quebec that treat all travel time as time worked.

| Travelling Time - Comparison of Cap Provisions in Collective Agreements | | |
|--|------------------------------|-------------------------------|
| Group | Stop-over Cap (hours) | Travelling Cap (hours) |
| Parks Canada | 3 | 12 |
| TC group (Technical Services)- expiry 2018 | 3 | 15 |
| FI (Financial Management) | 5 | 15 |
| EC (Economics and Social Science Services) | 5 | 15 |
| RE group (Research) | 5 | 15 |
| SP group (Applied Science and Patent Examination) | no hourly cap/not overnight | 15 |
| CS (Computer Systems)- expiry 2018 | no hourly cap/not overnight | 15 |
| NR group (Architecture, Engineering and Land Survey) | no hourly cap/not overnight | 15 |
| Ship Repair East | n/a | 15 |
| Ship Repair West | n/a | 15 |
| CFIA-PSAC group- expiry 2018 | 4 | 15 |
| SSO- expiry 2018 | 3 | 15 |

The Union is also proposing an improvement to the provisions at 29.08 in order to not exclude workers from travel status provisions when required by the Agency to attend courses, training sessions, etc.

The Union respectfully requests that the board includes a recommendation in favour of the proposal to improve travelling time provisions.

ARTICLE 32

VACATION LEAVE WITH PAY

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 **fifth (5th)** ~~eight (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)** ~~eight (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;**
- 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.~~

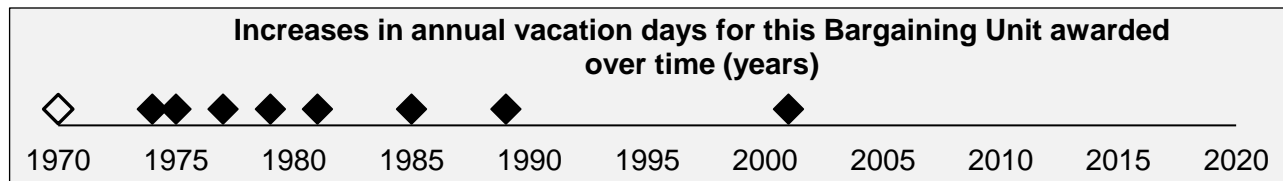
RATIONALE

For Article 32, the Union proposes to

- i. increase annual leave entitlements and bring them in line with those that are currently afforded Civilian Members at the Royal Canadian Mounted Police (RCMP), which have been deemed into the public service; and to
- ii. improve language pertaining to scheduling vacation leave

Updating annual vacation entitlements

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



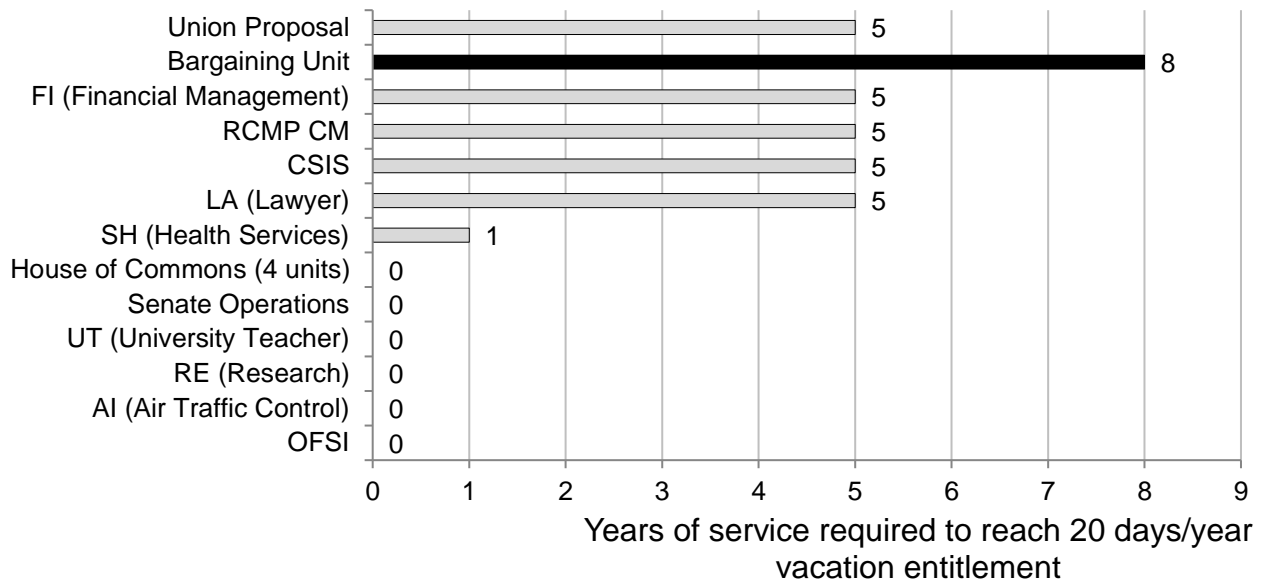
Vacation entitlements for this bargaining unit fall behind those of other bargaining units in the broader federal sector. This has been particularly frustrating for workers of this bargaining unit where their colleagues in the core public service accumulate vacation leave credits more quickly and earlier in their career. For example, the Financial Management (FI) group in this bargaining unit are behind their colleagues in the core public service. In the core public service, FIs move from 3 to 4 weeks vacation three years earlier than members at Parks Canada (Exhibit A26).

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

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

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

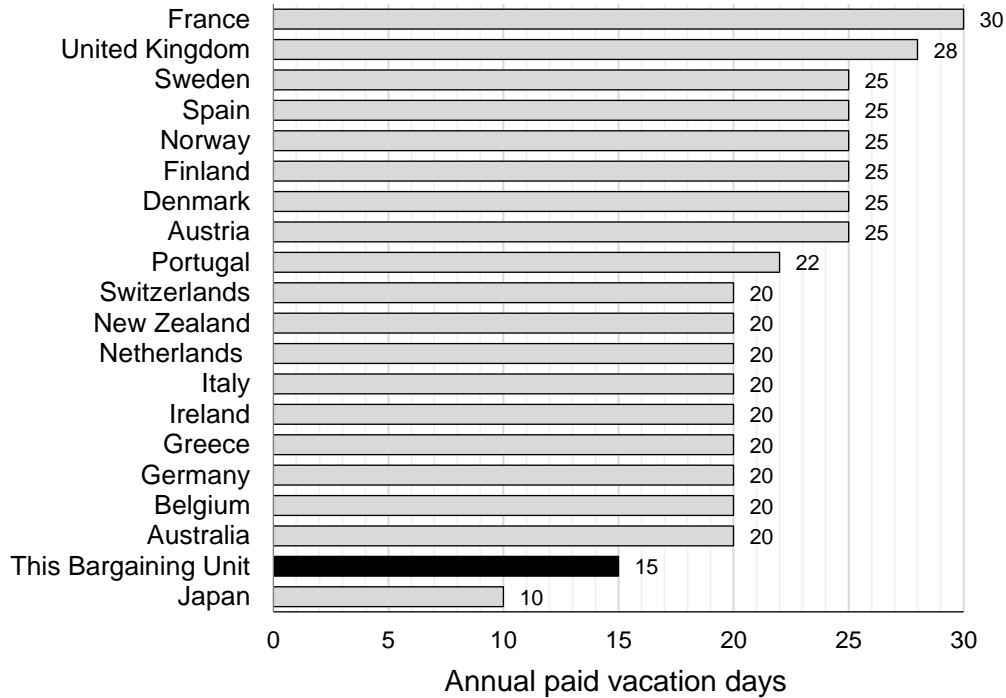
Other groups in the Public Service reach 20 days/year vacation entitlement sooner than this Bargaining Unit



The Union’s proposal to increase vacation days to 20 per year is below that of countries in the European Union and the vast majority of OCED countries. The European Union has established a floor of at least 20 working days of paid vacation for all workers. Similarly, other OECD countries, except for Japan, have a starting rate of 20 vacation days per year or more² (please see graph below). Increasing vacation days to 20 per year after five years is therefore very reasonable.

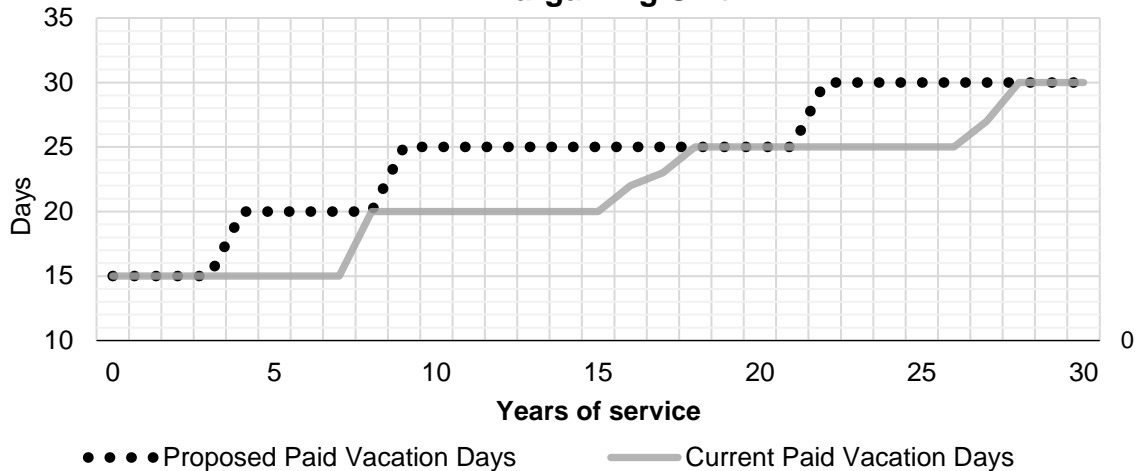
² *The United States remains devoid of paid vacation (and paid holidays) and were not included.* No-Vacation Nation, Revised; Center for Economic and Policy Research; Adewale Maye, May 2019 (accessed August 25, 2019) <http://cepr.net/images/stories/reports/no-vacation-nation-2019-05.pdf>

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



With this proposal, employees would also earn 25 vacation days sooner, after 10 years of service. Matching vacation entitlements to the RCMP Civilian Member (CM) pattern would also increase the total number of vacation days over 30 years. In the graph below, the solid grey line refers to the current pattern of this Bargaining Unit. The black dotted line pertains to the proposed changes, based on the RCMP CM pattern. RCMP CMs will join the federal public service and work side by side with current Bargaining Unit members. Current Bargaining Unit members should have the same vacation entitlements as the new employees joining from the RCMP.

Current and proposed Annual Vacation Entitlements for this Bargaining Unit



Demographics in Canada's Federal Public Service have shifted over the last five years, where, prior to 2015 baby boomers (born between 1946 and 1966) made up the largest group core of federal public servants. As of 2018, more Generation Xers (born between 1967 and 1979) represent the largest proportion of public service workers (40.6%).³ Offering attractive benefits including more paid vacation days sooner, will help to continue attracting and retaining talented Millennials and Generation Xers to the federal public service.

Vacations are a win-win for both employees and organizations alike. Recent research showed that 64 per cent of people are refreshed and excited to return to their jobs following vacations. Employees cite *avoiding burnout* as their most important reason to take vacation days (Exhibit A27). Research supports this – stress is directly linked to health conditions ranging from headaches to cardiovascular diseases, cancer, and many types of infections as a result of an immune system weakened by stress. Taking vacations reduces the incidence of burnout (Exhibit A28). Research also shows that *productivity*

³ Demographic Snapshot of Canada's Public Service 2018 (accessed August 25, 2019) <https://www.canada.ca/en/treasury-board-secretariat/services/innovation/human-resources-statistics/demographic-snapshot-federal-public-service-2018.html>

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

improves when employees take time off and recharge. According to a 2013 Society for Human Resource Management (SHRM) study, employees who take more vacation time outperform those who do not⁴. CEOs rate *creativity* as a key trait for employees, however, especially younger generations, face a dramatic “creativity crisis”. Taking a vacation leads to a change of pace and a 50 per cent spike in creativity, which, again benefits both employees and employers.⁵

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

Amendments to Article 32.05 Scheduling of Vacation Leave:

The Union submits that the existing language providing the Employer the ability to schedule an employee’s vacation is not necessary. The Employer already has carry-over cap provisions of 262.4/280 hours so it is not the circumstance that workers would be accumulating too much vacation as it is already the case that any additional vacation hours above the cap are automatically paid out in cash. Moreover, the Employer can already deny vacation leave requests so the Union sees no reason why the existing language would be necessary. As a result, the Union submits there is no need to maintain unreasonable discretion to the Employer regarding having the right to schedule an employee’s earned vacation time. This level of scheduling discretion is not common practice in many workplaces in Canada as employer discretion regarding requests and caps are often already provided and it makes sense for workers to have some agency in coordinating their own earned vacation time with their family.

⁴Vacation’s impact on the workplace <https://www.shrm.org/hr-today/trends-and-forecasting/research-and-surveys/Documents/SHRM-USTravel-Vacation-Benefits-Workplace-Impact.pptx>

⁵Three Science-Based Reasons Vacations Boost Productivity <https://www.psychologytoday.com/ca/blog/feeling-it/201708/three-science-based-reasons-vacations-boost-productivity>

ARTICLE 35

MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

PSAC PROPSAL:

Amend as follows:

Change title to “Medical Appointments for pregnant employees or persons with chronic medical conditions”

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.**

~~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 leave~~

RATIONALE

The Union is seeking to expand the scope of this provision to include employees with chronic medical conditions since there are no provisions in the collective agreement pertaining to medical appointments for members with chronic conditions.

The Union believes that granting time off with pay for medical appointments should not be subject to a “reasonable” consideration from the employer and would like clearer and more appropriate language enshrined in the collective agreement. An employee seeking time off for a medical appointment, for reasons pertaining to pregnancy or a chronic medical condition, is doing so because it is required to ensure they remain in good health. Individuals with chronic medical conditions or in the later stages of pregnancy often require assistance whether physical or emotional before, during and after a medical appointment.

The Union is seeking that spouses be provided time under this article to attend these appointments. Because pregnant employees and employees with chronic medical conditions are not sick, existing language at 35.02 is problematic. The Union has a related demand regarding medical and dental appointments proposing that in the event medical and dental appointments can't be scheduled outside working hours employees shall be granted leave with pay to attend appointments.

ARTICLE 36

INJURY-ON-DUTY LEAVE

PSAC 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.

RATIONALE

In virtually all cases, employees disabled due to an occupational illness are entitled to injury-on-duty leave with full normal pay for such reasonable period as is determined by the Employer, where the disability is confirmed by a Provincial Worker's Compensation Board pursuant to *the Government Employees Compensation Act [GECA]*.⁶

Treasury Board guidelines allow the Employer to unilaterally decide when to end the benefits provided by injury-on-duty leave, even though the provincial and territorial workers' compensation board determines the appropriate period of recovery required to

⁶ Injury-on-duty leave <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12139>
Government Employees Compensation Act <https://laws-lois.justice.gc.ca/eng/acts/g-5/>

heal and to return to work⁷. In addition, the levels of workers compensation benefits received via their respective provincial Worker's Compensation Boards (WCB) vary by province and territory.

The Union respectfully submits that the changes proposed to article 36.01 would

1. provide a clear and consistent standard for the implementation and scope of injury-on-duty leave for all members covered under this Collective Agreement;
2. ensure that injured members covered by this Collective Agreement receive injury-on-duty leave for 'such period as certified by a Workers' Compensation authority'; and
3. bring this Collective Agreement in line with those federal units that have negotiated language ensuring pay and benefits to all injured or ill workers for the complete period approved by the provincial or territorial workers' compensation boards.

WCB benefits and inclusions are not equal across provinces and territories. Under the same Collective Agreement, our members do not receive the same WCB benefits. Upon getting switched to direct WCB benefits, an injured member drops from 100 per cent of their regular pay to between 75 per cent to 90 per cent of their net income depending on which province or territory in which they reside. Maximum assessable salary caps also vary by jurisdiction⁸.

⁷<https://www.canada.ca/en/employment-social-development/corporate/reports/evaluations/federal-worker-compensation-service.html> Evaluation of the Federal Workers' Compensation Service

⁸ Association of Workers' Compensation Boards of Canada; Benefits http://awcbc.org/?page_id=75

| Jurisdiction | % of earnings benefits are based on | Max. assessable earnings (2018) ⁹ | Coverage of psychological illness due to workplace trauma ¹⁰ |
|--------------|--------------------------------------|--|---|
| SK | | \$88,314 | Acute and chronic trauma |
| NL | | \$65,600 | Acute and chronic trauma |
| QC | | \$76,500 | Acute and chronic, trauma and non-traumatic |
| NWT & NT | 90% net | \$92,400 | Acute and chronic, trauma only |
| AB | | \$98,700 | Acute and chronic, trauma and non-traumatic |
| MB | | \$127,000 | Acute trauma |
| ON | | \$92,600 | Acute and chronic, trauma and non-traumatic |
| PEI | 85% net | \$55,000 | Acute and chronic, trauma and non-traumatic |
| NB | 85% loss of earnings ¹¹ | \$64,800 | Acute trauma |
| NS | 75% net first 26 weeks, then 85% net | \$60,900 | Acute trauma |
| YK | 75% gross ¹² | \$89,145 | Acute trauma |
| BC | 90% net | \$84,800 | Acute and chronic, trauma and non-traumatic |

The current language in the Collective Agreement is problematic, causing hardship for injured members in various ways. The financial hardship of living on a reduced salary while on direct WCB payments is exacerbated when upon their return to work, an individual is responsible for repaying the Employer for their portions of Superannuation, Public Service Health Care Plan, Supplemental Death Benefit, and Disability Insurance. Members off for 10 days or longer also lose out on the accumulation of sick leave and annual leave credits. Periods of leave without pay are not counted for pay revision, pay increases, increment dates, and continuous employment purposes, thereby creating long-term cost implications for the member. Moreover, provincial/territorial workers compensation boards are updating and aligning their coverage rules for acute and chronic mental injuries. The union believes that language in this collective agreement should reflect the recent changes in provincial legislature.

⁹ Association of Workers' Compensation Boards of Canada; Statistics http://awcbc.org/?page_id=599

¹⁰ HR Insider <https://hrinsider.ca/hr-legal-trends-workers-comp-mental-stress/>

¹¹ http://awcbc.org/?page_id=9797 Loss of earnings is defined as average net earnings minus net estimated capable earnings..

¹² Unless the worker earns equal to or less than the minimum compensation amount (25% of the maximum wage rate), in which case the worker receives 100% of gross.

Implementation practices of injury-on-duty leave are not consistent. from region to region and across the public service. *“officials do not have any adjudication authority but must report all workplace injuries and occupational diseases...”*¹³. Departments and Agencies obtain and verify notification of the period of disability from Labour Canada before injury-on-duty leave is approved. However, there is no consistent standard of a ‘reasonable’ duration for injury-on-duty leave, nor when to switch the injured member to ‘direct WCB benefits’. Leave should not be granted beyond the date certified through Labour Canada that the employee is fit for work and require a review if the leave granted reaches 130 days¹⁴. Notwithstanding this guideline, the requirement for a review is bound to be extremely rare: according to aggregated, long-term data, the average duration of granted loss-of-time workers compensation claims is far below 130 days (tables below). The likelihood that members of this bargaining unit would ever exceed 130 days is negligible. There is therefore no cogent reason why length of injury-on-duty leave should be a concern.

Average duration of claims ()¹⁵

| Province/Territory | Average duration of claim per year based on 2013-2017 |
|--------------------|---|
| NL | 25.9 |
| PE | 14.0 |
| NS | 23.5 |
| NB | 21.1 |
| MB | 6.9 |
| SK | 10.7 |
| AB | 14.2 |
| BC | 14.8 |
| YT | 5.9 |

**The estimated total number of calendar days compensated for short-term disability over the first five calendar years of a typical Lost Time Claim (if current conditions are continued for future years)¹⁶.*

¹³ Employer's Guide to the Government Employees Compensation Act <https://www.canada.ca/en/employment-social-development/services/health-safety/compensation/geca.html>

¹⁴Injury-on-duty Leave <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12139§ion=html>)

¹⁵ No data available for QC, ON, and NWT/NU Association of Workers' Compensation Boards of Canada

¹⁶ Canadian Workers' Compensation System http://awcbc.org/?page_id=11803

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

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

Whereas wages paid under the current injury-on-duty leave provisions are usually drawn from the respective section in which the injured member is working, direct WCB claim payments come out of a central budget at Federal Workers Compensation Program (FWCP)¹⁷. This can put pressure on the Employer to switch the injured member to direct WCB payments as soon as possible to free up salary money and replace the injured member with a 'fit' worker. This type of situation often becomes a barrier when trying to accommodate an injured member with modified duties or a gradual return to work program.

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

¹⁷ Audit of the Federal Workers Compensation Programs - January 2018 <https://www.canada.ca/en/employment-social-development/corporate/reports/audits/federal-workers-compensation-programs.html>

Previous recommendation by Conciliation Board

It is significant that having presented its case to a Conciliation Board, the Board agreed with the Union that the Employer's discretion over the period of injury-on-duty leave should be removed¹⁸. The Board recommended that the first part of clause 41.01 read:

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

Existing contract language in other collective agreements

The PSAC collective agreement with Canada Post has language ensuring pay and benefits to all injured/ill workers for the complete period approved by the provincial or territorial workers' compensation board. Similarly, the PSAC represents workers at the House of Commons in the Library Technician and Clerical and General Services, Library Sciences and Operational and Postal Workers groups at the House of Commons who have language in their collective agreements that does not give the Employer discretion to determine the term of injury-on-duty leave, but instead links it to the Worker's Compensation Authority claim decision (Exhibit A29).

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

¹⁸ Federal Public Sector Labour Relations and Employment Board Decisions <https://decisions.fpslreb-crtespf.gc.ca/fpslreb-crtespf/d/en/item/357499/index.do>

ARTICLE 37

MATERNITY AND PARENTAL LEAVE WITHOUT PAY

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 ~~(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,
 - (ii) 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;
 - (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).

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;
- (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;~~
- (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.;

~~(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/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) ~~(l)~~ 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.

RATIONALE

The new language mostly reflects changes to the EI parental benefits brought in the 2017 and 2018 federal budgets. The disagreement between the parties mostly pertains to the Union's proposal that the ninety-three per cent (93%) supplementary parental allowance shall apply for the entirety of the new extended parental leave without pay. To better understand the Union rationale for the suggested changes in Article 37.02, some additional context is useful. The 2017 and 2018 improvements to EI parental benefits affected the supplementary allowances included in the Collective Agreement. Under the new EI rules there are additional options for the parental leave:

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

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

Parents need to select their option for EI parental benefits (standard or extended) at the time of applying for EI benefits. Under the current Collective Agreement, the maximum shared maternity and parental allowances payable is 52 weeks, which includes 35 weeks of parental allowance. However, the parental leave top-up provision continues to apply, and if employees elect to receive the lower replacement benefits over a 63-week period, they remain entitled to the difference between EI parental benefits and 93 per cent of their weekly rate of pay for the first 35 weeks (Exhibit A30). Moreover, under the current language, when an employee is on extended leave, the parental top-up allowance ceases at the end of the 35 weeks but employees are still entitled to receive 33 per cent EI parental benefits for the remainder of the extended parental leave without pay period.

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

First, most parents cannot afford to live with only 55.8 per cent of their income. This would be even more difficult for families where income comes from precarious work, as well as for single parents and single-earner families. Under the Employer proposal, only families where at least one parent earning a high income might be able to take advantage of the extended parental leave options. Otherwise, without access to a proper supplementary allowance, most members of this bargaining unit would be facing a false option where they are expected to choose between the standard period or an extended period that is simply unaffordable. In summary, the payment of parental benefits over a longer period at a lower benefit rate disincentivizes use and is less likely to be found as a viable option to low-income or single-parent families.

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

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

| | Weekly Rate of Pay (maximum) | Weekly Rate of Pay (93%) | Weekly EI Benefit (33%) | Weekly ER SUB Cost | EE Weekly Total Remuneration |
|----------------|-------------------------------------|---------------------------------|--------------------------------|---------------------------|-------------------------------------|
| First 35 weeks | \$987.39 | \$918.27 | \$325.84 | \$592.43 | \$918.27 |
| Next 26 weeks | \$987.39 | | \$325.84 | | \$325.84 |

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

61 weeks of full pay for an employee classified as a CR-04 would equal \$60,230.79, therefore, as illustrated by the table above, the existing arrangement is worth 67.4 per cent of a CR-04's salary over the same period. A supplementary allowance below 67.4 per cent would result in cost saving for the Employer but conversely in a significant monetary concession for our members. If the Union were to agree to the Employer proposal of a 55.8 per cent allowance, by using the above example, an employee

classified as a CR-04 would see overall compensation reduced by \$7000 over a 61-week period.

| EXTENDED PARENTAL ALLOWANCE UNDER THE EMPLOYER PROPOSAL FOR AN EMPLOYEE CLASSIFIED AS A CR-04. | | | | | |
|---|-------------------------------------|--------------------------------|----------------------------|--------------------------------|-------------------------------------|
| | Weekly Rate of Pay (maximum) | Weekly EI Benefit (33%) | ER SUB | Weekly ER SUB Cost | EE Weekly Total Remuneration |
| 61 weeks | \$987.39 | \$325.84 | 22.8% | \$225.12 | \$550.96 |
| | Salary | Weeks | ER Overall SUB Cost | EE Overall Remuneration | EE Overall Remuneration Loss |
| 61 weeks | 55.8% | 61 | \$13,732.62 | \$33,608.86 | -\$7,002.52 |

Contrary to the Employer proposal, the PSAC is looking to negotiate improvements to the parental leave provision for our members. During bargaining, the Employer’s proposal demonstrates that they are inclined to mirror the changes in the legislation but not willing to set a new precedent. However, the changes implemented by the government fell short and did not increase the actual value of employment insurance benefits for employees who take the extended parental leave. Instead, the government is spreading 12 months’ worth of benefits over 18 months. Nevertheless, the federal public service is in a unique position to bring about positive changes. With close to 288,000 employees in 2019,¹⁹ the Federal Government is by far the biggest employer in the country and as such, its ramifications on the Canadian economy, the middle class and the evolution of labour standards and social benefits cannot be denied.

A recent study of the federal public service’s influence on the Canadian economy found that federal public service jobs have a meaningful impact on our society. One of the key

¹⁹ Population of the Federal Public Service, Statistics Canada, <https://www.canada.ca/en/treasury-board-secretariat/services/innovation/human-resources-statistics/population-federal-public-service.html>

conclusions of the study was on the contribution of the federal public service to eliminating gender inequality and helping close the employment gap between men and women.²⁰ In a statement, former Status of Women Minister Maryam Monsef highlighted the main objectives of the changes to the EI parental benefits: “*Encouraging all parents to be engaged in full-time caregiving for their infants will help to create greater financial security for women and stronger bonds between parents and their babies.*”²¹ Then again, there is still room for improvement as, in comparison to other OECD countries, Canada’s paid parental leave places us in the middle in terms of paid time parents have away from work.²²

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

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

²⁰ The Public Services: an important driver of Canada’s Economy, Institut de Recherche d’Informations Socioéconomiques (IRIS), September 2019, https://cdn.irisrecherche.qc.ca/uploads/publication/file/Public_Service_WEB.pdf

²¹ ‘Use-it-or-lose-it’ extended parental leave coming in 2019, CTV News, September 26, 2018 <https://www.ctvnews.ca/canada/use-it-or-lose-it-extended-parental-leave-coming-in-2019-1.4110069>

²² Length of maternity leave, parental leave, and paid father-specific leave, OECD, <https://stats.oecd.org/index.aspx?queryid=54760>

Once again, our objective is to extend the current 12 months of maternity and parental leave top up to the full 18-month period. A 93 percent income replacement rate of combined EI benefits and top-up payments is assumed to equal the usual full salary, due to tax and other advantages. Employers are meant to gain from this program since employees are enticed to return to the same employer, which helps retain experienced employees and reduce retraining or new hiring. Indeed, the Union would submit that our proposal for a supplementary allowance is not only beneficial to our members but would also help the Employer with the retention of employees. Statistics Canada's study of employer "top-ups" concluded that, in the case of maternity and parental leaves, "*almost all women with top-ups return to work and to the same employer.*"²³The Union submits that parental leave income replacement should be seen as a competitive factor which helps them attract and retain employees.

For all the reasons above, the Union respectfully requests that the Commission include the Union's proposals for Article 37 in its recommendations.

²³ Statistics Canada, Employer top-ups, by Katherine Marshall, <https://www150.statcan.gc.ca/n1/pub/75-001-x/2010102/article/11120-eng.htm#a2>
Statistiques Canada, Prestations complémentaires versées par l'employeur, par Katherine Marshall, https://www150.statcan.gc.ca/t1/tbl1/fr/tv.action?pid=1110002801&request_locale=

DEFINITION OF FAMILY UNDER:
ARTICLE 39 – LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE
FAMILY;
ARTICLE 40 – LEAVE WITH PAY FOR FAMILY-RELATED
REPOSNSIBILITIES; AND
ARTICLE 44 – BEREAVEMENT LEAVE

PSAC 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. **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;

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.~~

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.~~

RATIONALE

The Union’s proposal at Article 39 differs from the Employer’s proposal in three substantive ways. First, our definition of Article 2 is different as it relates to the inclusion of son and daughter in law. Second, the Union is seeking the inclusion of a relative for who the employee has a duty of care, irrespective of whether they reside with the employee. This article concerns caring for family and it is reasonable that if an employee has a duty of care for a relative that they ought to have access to this article’s provisions, as is already the case at Article 40 concerning Family Related Responsibilities. The Employer has proposed including language regarding a person who stands in the place of a relative, the Union believes that the parties are in agreement on this particular expansion. Finally, as the definition of family is beyond “immediate” family the Union submits a change is needed to the title and consequential amendments within the article,

this naming convention is already reflected in TC, SV, PA and EB agreements in the core public service.

The Union's proposal differs from that of the Employer at Article 40 with regards to the inclusion of son and daughter in law and the reference back to Article 2. FB table has already signed off on language this round that includes son and daughter in-law in the definition of family for Family Related Responsibilities and the Union submits that the Employer should follow suit at Parks (Exhibit A31). The Union believes that the parties are in agreement with the inclusion of a person who stands in the place of a relative. Article 2 includes step children in the definition of family, so the Union believe the parties are in agreement to expand the scope of this provision to include step children.

The Union's proposal at Article 44 differs from that of the Employer as our proposal for Article 2 includes son and daughter in law. Again, the Employer has already proposed an expansion of this article to include a person who stands in the place of a relative.

The Union respectfully requests that the proposals be incorporated into the Commission's recommendation.

ARTICLE 39

LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

PSAC PROPOSAL

Amend 39.03 e). Move to a new stand-alone article titled **Compassionate Care and Caregiving Leave** and amend as follows:

~~(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.

RATIONALE

Concerning changes made at XX.01 to XX.05, the Union believes that both parties are mostly in agreement. These amendments consist of housekeeping changes brought about by the 2016 Review of the EI system.²⁴

Where the Union and the Employer are not in agreement is on the need for a supplementary allowance for workers in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits or Family Caregiver Benefits. At XX.06 and XX.07, the Union proposes an allowance for the difference between EI benefits and 93 per cent of the employee’s weekly rate of pay. This supplementary allowance would cover a maximum period of eight weeks when including the waiting period.

Providing care or support to a loved one who is experiencing a terminal illness, life-threatening injury or approaching end of life can be a very difficult experience. Having the proper support from your employer can make a tremendous difference in easing those difficulties. Even if a worker is eligible to receive EI benefits, caring for a gravely ill family

²⁴ Employment Insurance –Recent Improvements & Overview, Employment & Social Development Canada, <https://www.canada.ca/en/employment-social-development/programs/results/employment-insurance.html>
Programme de l’assurance-emploi –Récents améliorations et aperçu. Emploi et Développement social Canada, <https://www.canada.ca/fr/emploi-developpement-social/programmes/resultats/assurance-emploi.html>

member can jeopardize an individual's or a family's financial stability. Having to choose between a living wage and caring for their family member may act as a deterrent to the employee accessing such leave, especially for a family or household consisting of a single-income earner. According to the latest data available, there are more than three million families in Canada which identify as a single-income earner or lone-parent earner and the number of these families has grown by more than 64,000 between 2015 and 2017²⁵. Moreover, remaining at work for financial reasons instead of taking care of a loved one is a difficult decision that could have a serious impact on an employee's mental health. This proposal is about support for the workers when they need it most.

The federal Supplemental Unemployment Benefit (SUB) Program was introduced in 1956 with the goal of subsidizing employees with Employment Insurance (EI) benefits while they are temporarily on a leave without pay. With EI replacing only 55 per cent of previous earnings, a SUB payment helps to further reduce the net loss of earnings. A 93 per cent income replacement rate of combined EI benefits and top-up payments is assumed to equal the usual full salary, due to tax and other advantages. Employers are meant to gain from this program since employees are enticed to return to the same employer, which helps retain experienced employees and reduces the need for retraining or new hiring. Indeed, the Union would submit that our proposal for a supplementary allowance is not only beneficial to our members but would also help the Employer with the retention of employees. Statistics Canada's study of employer "top-ups" concluded that, in the case of maternity and parental leaves, "*almost all women with top-ups return to work and to the same employer.*"²⁶ The Union submits that an employer supplementary allowance for compassionate care and caregiver leave acts as a strong incentive for all employees, to not only return to the workforce after a difficult period, but also stay with the same employer.

²⁵ Statistics Canada, Table: 11-10-0028-01 (formerly CANSIM 111-0020), Single-earner and dual-earner census families by number of children, <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1110002801>

Statistique Canada, Tableau: 11-10-0028-01 (anciennement connu sous CANSIM 111-0020), Familles de recensement avec un ou deux soutiens selon le nombre d'enfants, https://www150.statcan.gc.ca/t1/tbl1/fr/tv.action?pid=1110002801&request_locale=fr

²⁶ Statistics Canada, Employer top-ups, by Katherine Marshall, <https://www150.statcan.gc.ca/n1/pub/75-001-x/2010102/article/11120-eng.htm#a2>

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

The Union's proposal for a supplementary allowance is also predicated upon what has already been established elsewhere within the federal public administration. In a recent settlement, the PSAC and the National Battlefields Commission, a federal agency under the *Financial Administration Act*, have agreed on an even more extensive supplementary allowance of 26 weeks for employees who are granted a leave without pay for compassionate care and caregiver leave (Exhibit A32).

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

ARTICLE 40

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

PSAC PROPOSAL

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

EMPLOYER PROPOSAL

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).

RATIONALE

The Union has five proposals in this Article. The Union is seeking to increase the amount of family-related responsibility leave available to employees to 56.25/60 hours annually from 37.5/40 hours. The pressure on workers to care for family while juggling full-time jobs has increased in recent years and the current quantum is insufficient to meet the needs of employees.

Economic and societal trends that have emerged over the past few decades have led to workers in Canada having children later than previously. Indeed, according to many economists, as described in a study by Mills et al. 2015:

“A second set of arguments, primarily made by economists, links early child bearing to a high motherhood ‘wage penalty’ and demonstrates that postponement of motherhood results in substantial increases in earnings, particularly for higher educated women and those in professional occupations.” (Exhibit A33)

This, coupled with other factors such as an aging demographic, children staying in the household as dependents longer than previously, and families having fewer children to share in the care of elderly family members, has led to an increase in caregiver responsibilities, the outcome of which has been termed “the sandwich generation”. Current societal trends do not suggest that this phenomenon is going to reverse.

In 2011-2013, Dr. Linda Duxbury of Carleton University’s Sprott School of Business, and Dr. Christopher Higgins of the University of Western Ontario’s Ivey School of Business conducted a study of more than 25,000 employed Canadians which focused on the work-life experiences of employed caregivers. (Exhibit A34)

Among their findings were:

- Of the 25,021 employees surveyed, 25 per cent to 35 per cent are balancing work, caregiving and/or childcare. Sixty percent of those in the caregiver sample are in the sandwich group.
- Forty percent of the 25,021 employees in the survey sample reported high levels of overload both at work and at home. Employees in the sandwich group reported the highest levels of overload. Employees in the caregiver sample stated that they cope with conflict between work and caregiving by bringing work home and giving up on sleep, personal time and social life — strategies that put them at higher risk of experiencing burnout and stress.

One of the recommendations of this major study is that employers provide more flexibility in work hours and leave. A review in Statistics Canada's 2004 Labour and Income publication also recognized the presence of a sandwich generation in Canada and described its impact:

However, caregiving often leaves little time for social activities or holidays. More than a third found it necessary to curtail social activities, and a quarter had to change holiday plans. Often a call for help can come in the night and the caregiver must leave the house to provide assistance. Some 13 per cent experienced a change in sleep patterns, and the same percentage felt their health affected in some way. While 1 in 10 sandwiched workers lost income, 4 in 10 incurred extra expenses such as renting medical equipment or purchasing cell phones. (Exhibit A35)

Bargaining demands from our membership consistently identify improvements to family-related responsibility leave provisions as a high priority. Given that the studies also demonstrate that employees are experiencing increased pressures due to caregiving responsibilities, we respectfully ask the Commission to recommend an increase in the amount of family-related leave available to our members.

Employees at the Canada Revenue Agency, also PSAC members, have access to 45 hours per year of paid family-relative responsibility leave . This is 7.5 hours (or 20 percent) more per year leave than are available to PSAC members in the core public administration. (Exhibit A36)

The CRA bargaining unit was carved out of a core public service table, the PA group, in 1999. The SP classification at CRA came into effect in November 1, 2007 after a classification review was completed. The mandate for bargaining at the CRA is set by Treasury Board.

The Union believes that there is no justification for the Employer to provide family-related responsibility leave provisions to employees that are inferior to those enjoyed by employees of the CRA. We respectfully request that the Commission recommend our proposal.

Second, the Union is looking to allow employees to use this clause to provide the immediate and temporary care of any family member, not necessarily an elderly one. This may be in the case of a disabled child or family member who requires extra care. The Union expects this to be used infrequently, but for those who must make such arrangements for a family member, this leave would be a substantial benefit.

Third, the Union proposes to lift the work “unforeseen” from the provision which allows members to use this leave during the closure of a school or daycare. Whether this is due to a scheduled closure or not, parents, especially single parents are often scrambling to find child care when a daycare or school is closed. Labour disputes in these institutions are good examples of a closure which is not unforeseen, but where parents may not have options regarding where to send their children for the period of closure.

Fourth, the Union proposes to lift the existing limitation on how much of this leave can be used for clause g), which is for appointments with a lawyer or a financial professional. When an employee is undergoing changes in their lives, be it buying a house, or going

through a marriage break-up, there may be serious situations that would require more time than 7.5 hours to meet such professionals.

Finally, under this Article, the Union is seeking to include “to visit with a terminally ill family member” in the list of circumstances under which the Employer shall grant the employee leave with pay. Employees should not be denied the opportunity to spend final moments with a terminally ill family member. The article currently allows for family-related leave in circumstances involving care only. The Union is seeking explicit language that provides for visitation of a terminally ill relative so that this specific situation is not left open to differing interpretations of regarding the provision of care.

The Employer is seeking a grave concession that would have a massive impact on the majority of the membership. According to Employer provided data, Seasonal workers represent 39.3 per cent of employee and Term employees represent 24.5 per cent of employees. This means the majority of workers are likely to see a reduction in their leave entitlements for family related responsibilities and the Union submits this concession is counter to the goal of work-life balance. This concession would make it more difficult for many members to do things such as: take family members to medical appointments, provide care to sick family members or care for children in the event of daycare closures. According to a 2019 Government of Canada news release, better work-life balance leads to “increased productivity, decreased absenteeism and enhance recruitment and retention” and “support higher participation of women in the workforce”²⁷. Leave provisions for family related responsibilities certainly support work-life balance initiatives and the Union submits that status quo language should remain.

The Employer has not demonstrated need for this proposal and the Union submits that this language does not exist in collective agreements for PA, TC, SV, EB and FB bargaining units. We therefore respectfully request that the Public Interest Commission

²⁷Government of Canada-Employment and Social Development Canada, 2019, “Government of Canada to provide better work-life balance for middle-class families”. <https://www.canada.ca/en/employment-social-development/news/2019/08/government-of-canada-to-provide-better-work-life-balance-for-middle-class-families.html>

not include this Employer proposal in its recommendations as it would pull Parks Canada employees further away from parity with the core public administration.

ARTICLE 50

STATEMENT OF DUTIES

EMPLOYER PROPOSAL

Change title: ~~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.

RATIONALE

The Employer has proposed to strike the words “current and complete” from the clause entitling an employee to their statement of duties upon request and replace it with “copy of the official work description”. The Union is unclear on what is to be gained from a labour relations perspective by allowing the Employer to provide a statement of duties to an employee which may be incomplete and/or outdated. It’s also unclear what is gained by renaming a longstanding article in the collective agreement, which reflects language in the core public administration.

An employee’s statement of duties provides clear guidance to evaluate performance, provide protection from arbitrary discipline and is the lynchpin to providing fair compensation through the classification system. A statement of duties which is not complete and/or not current could obviously provide misleading information, open an employee to unfair discipline and could result in an inappropriate classification.

The Union does not believe that this proposal would serve the parties well, and respectfully submits that this should not be included in the Board’s recommendations.

ARTICLE 58
PAY ADMINISTRATION

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 employer 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.

RATIONALE

Under Article 58.02 the Union proposes to include new language which would pay interest at the Bank of Canada overnight rate to an employee for the entirety of the time that their pay issues have not been resolved. As many as one in three PSAC members affected by Phoenix has incurred out-of-pocket expenses as a result of the debacle resulting from a faulty pay system introduced by the Employer. Several employees have experienced severe personal or financial hardship due to Phoenix. As per the 2018 Public Service

Employee Survey Results, 70 per cent of public service workers have been affected to some extent by issues with the Phoenix pay system²⁸.

As with many other overdue payments, the Union suggests that a daily compounded interest rate is a sensible outcome for employees being without pay. Employees may have missed opportunities to earn interest either in their savings accounts or other on investments and should not be further penalized. It is worth mentioning that following the signature of the last collective agreement on May 31, 2018, the Employer is still in the process of trying to accurately pay retroactivity and fully implement the new rates of pay.

Additionally, the Union proposes to protect employees against accruing financial penalties or losses as a result of improper pay calculations. When the Phoenix fiasco began, one of the Union's first actions was to secure from the Employer a claims process for expenses incurred because of inaccurate pay. Treasury Board has since provided a list of expenses that are eligible to claim.²⁹ These include:

- Non-sufficient funds (NSF) and other financial penalty charges resulting from missed or late payments on mortgage payments, condo fees, rent, personal loan payments (car, student, other), household utilities, groceries, or other household expenses;
- Interest charges from credit cards, lines of credit, and/or personal loans used by employees to temporarily pay mortgage payments, condo fees, rent, personal loan payments (car, student, other), household utilities, groceries, or other household expenses;
- Interest and related fees on loans or lines of credit required for the repayment of source deductions on an overpayment (that is, the difference between the gross and net payment);

²⁸ Treasury Board of Canada Secretariat, 2018 Public Service Employee Survey: <https://www.tbs-sct.gc.ca/pses-saff/2018/results-resultats/bq-pq/00/org-eng.aspx>

²⁹ Treasury Board of Canada Secretariat, Claims for expenses and financial losses due Phoenix: claim out-of-pocket expenses: <https://www.canada.ca/en/treasury-board-secretariat/services/pay/submit-claim-pocket-expenses-phoenix.html>

- Reimbursement of increased income taxes that will not be reversed or offset from amendments to the employee's current, previous or future income tax returns;
- Fees for early withdrawal of investments and withdrawals from savings accounts;
- Fees and related charges from tax advisory providers to amend a previously filed income tax return following the issuance of amended tax slips.

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

Furthermore, the Union is proposing new language on deduction rules for overpayments as well as language on emergency salary or benefit advances. Following the Phoenix debacle, the Union staunchly advocated for more flexibility in the recovery system and on March 9, 2018, Treasury Board released an information bulletin explaining that changes have been made to the directives concerning recoveries, including emergency salary advances and priority pay. Following these new directives, when overpayments are discovered, recovery shall not begin until the following criteria have been met (Exhibit A37):

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

Under Treasury Board's former policy, employees were responsible for repaying the gross amount for any overpayment that was not reconciled in the same calendar year. However, this created huge problems since the employee obviously only received the net amount on the paycheque. Treasury Board's position was that an employee was

expected to receive the difference between the net amount and gross amount in her tax return. Treasury Board's former policy created a substantial financial burden that has resulted in years of tax return problems for thousands of workers. Moreover, as per Treasury Board's existing directives at the time, most departments and Agencies instructed the Pay Centre to recover emergency salary advances or priority pay from the employee's next pay cheque. This resulted in many employees being caught in a cycle of needing to access emergency pay time and time again because pay problems were often not resolved by their next pay cheque.

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

Finally, the Union proposes language to help alleviate some of the tax-related financial losses caused by Phoenix pay problems. Currently public service workers impacted by Phoenix can reach out to tax experts to help determine if there are errors on their T4s and determine whether there are tax implications for those errors. Members can be reimbursed for this tax advice up to \$200 per year.³⁰ The Union proposes that if these services are required as a result of improper pay calculations, all fees associated with the use of accounting and/or financial management services shall be reimbursed by the Employer.

The Employer may argue there is no need for any these new provisions because they are already in place. If so, the Union would suggest that Treasury Board should not have any objections about including these new provisions in the Collective Agreement. Having tangible language in the Collective Agreement is essential because provisions in the agreement are enforceable and can be shielded from changes in government. If both parties are committed to solving the Employer pay administration issues, then we would

³⁰ Treasury Board of Canada Secretariat, Claims for expenses and financial losses due to Phoenix: reimbursement for tax advice: <https://www.canada.ca/en/treasury-board-secretariat/services/pay/submit-claim-fees-tax-advisory-services.html>

suggest that there is no better way than making that commitment as part of the collective bargaining process. Moreover, the Collective Agreement is an information tool for our members, and it provides guidance to employees in obtaining information on their rights. Obligations from the Employer that are reflected in the Collective Agreement are usually accessed at a greater rate than those ensconced in the Employer policies or directives.

Acting Pay

Concerning the Union proposals in Articles 58.X1 and 58.X2, time spent by employees in acting assignments currently do not count towards an increment in that position. There are many cases of employees deployed to acting positions for considerable periods of time. An employee acting continually will progress up their pay scale. However as soon as there is a break in that acting period, they must restart the acting assignment at a lower step on the pay grid, The Union is proposing language that would make sure that all time spent in an acting position counts towards an increment in that position. In theory, increments are meant to reward an employee as he learns the job and is better able to perform the work in that position. If an employee is acting in a higher position for a prolonged period of time, this should be recognized by providing a mechanism for the employee to move up the pay grid in that position. Additionally, this proposal is virtually identical to what the PSAC negotiated with the Canada Revenue Agency (Exhibit A38). The Union sees no reason as to why this arrangement should be in place for PSAC members working at CRA and not for those working in the core public administration

What the Union is proposing for the Phoenix-related portions of Article 58 is mostly consistent with measures that have been agreed by Treasury Board. The additional portions on acting pay are modest and reasonable changes to how employees are paid for acting at a higher level. As such, the Union respectfully requests that its proposals for Article 58 be included in the Commission's recommendations.

ARTICLE 59
ALLOWANCES

PSAC 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.

RATIONALE

The Union is seeking an annual allowance of \$1,015 to recognize and compensate employees who communicate orally and/or in writing in an indigenous language in the performance of their job duties.

As a result of colonization, indigenous peoples in Canada have suffered a long period of “cultural genocide” as demonstrated by the experience of children and families affected by the residential school system in Canada. In 2008, the Prime Minister of Canada formally apologized to former students of the residential schools, acknowledging that the policy of sending Aboriginal students away from their families to these schools “... has had a lasting and damaging impact on Aboriginal culture, heritage and language.” (Exhibit A39).

Recognition of, and support for indigenous languages in Canada are a significant part of the Calls for Action included in the Truth and Reconciliation Commission of Canada’s 2015 Report (Exhibit A40). The recommendations notably call for federal funding for “preservation, revitalization and strengthening” of indigenous languages. Similarly, the Calls for Justice from the National Inquiry into Missing and Murdered Indigenous Women and Girls include calls for the federal government to invest in indigenous language and culture in order to recognize, protect and revitalize them (Exhibit A41).

The federal government itself has shown its commitment to indigenous languages by passing Bill C-91 – the *Indigenous Languages Act* (Exhibit 42). In passing the legislation, the government recognized that “there is an urgent need to support the efforts of Indigenous peoples to reclaim, revitalize, maintain and strengthen” their languages.

The Government of Nunavut recognizes four official languages: English, French, Inuktitut, and Inuinnaqtun. The Government of the Northwest Territories recognizes 11 official languages: Chipewya/Dene, Cree, English, French, Gwich’in, Innuinaqtun, Inuktitut, Inuvialuktun, North Slavey, South Slavey and Tlicho. Both governments pay bilingual allowances to employees who speak indigenous languages (Exhibit A43).

The Parks Canada Agency is involved in providing services in indigenous languages in Nunavut, as a result of agreements like the Inuit Impact and Benefit Agreement for Ukkusiksalik National Park (Exhibit A44). For example, section 5.3.3 of the agreement requires meetings to be conducted in Inuktitut, which often requires Inuit staff of Parks Canada to be involved in these meetings, including preparing translation of key documents needed. Other sections of the impact agreement depend on staff working with unilingual Inuit elders (sec. 9.1.2), communicating with the public in Inuktitut (9.2.2) and translation or proofreading of Inuktitut documents used in Parks Canada materials (9.3.1, 9.3.3). Parks Canada would not be able to meet the obligations it has under such agreements if not for the presence of Inuit staff with the requisite indigenous language abilities that are currently not compensated.

The amount of the allowance the Union is seeking is, for the sake of consistency, based on the allowance provided to federal teachers under Article 49 of the EB Collective Agreement who teach specialized subjects. (Exhibit A45). In the current round of bargaining, the EB group is seeking to extend this specialized subject allowance to its members who teach indigenous languages in First Nations schools.

As Parliament has taken steps to advance the cause of recognizing and supporting indigenous languages in federal law, the Union believes that Parks Canada, as a federal employer, should help lead the way and formally recognize and encourage the contributions of its employees who use indigenous languages in the performance of their job duties.

PSAC PROPOSAL

NEW

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.

RATIONALE

The proposal for a dog handler's allowance is based on the allowance provided for the same purpose to employees of CBSA in the FB group that adopted this allowance in their current collective agreement that expired June 20, 2018 (Exhibit A46). In the current round of negotiations for the FB group, the PSAC is seeking to increase this allowance to \$2.00 per hour from \$1.00 (Exhibit A47). The Union believes this is easily deliverable as only a small handful of Parks Canada employees would be entitled to claim this allowance.

ARTICLE 61

DURATION

PSAC PROPOSAL

Amend as follows:

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.

RATIONALE

The Union is proposing a 3-year collective agreement. The new agreement would be in effect from August 5, 2018 to August 4, 2021.

APPENDIX A

RATES OF PAY

PSAC PROPOSAL

WAGE ADJUSTMENTS

The PSAC proposes a number of wage adjustments to be applied to the wage grids of specific employee sub-groups based on comparability to core public service employees (i.e. Treasury Board employees) in the same or similar classifications, and/or on internal comparability (pay relationship with other subgroups at Parks Canada). Unless otherwise specified, all adjustments occur August 5, 2018, prior to application of the annual economic increase.

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. Where a classification of employees is not specifically mentioned below, it is proposed that they receive the annual economic wage increases that are applied to all rates of pay.

AR-Architecture and Town Planning Group – match TB NR Group rates for AR (1.00%-1.25% increase, depending on level)

EC-complete conversion of **ES** and **SI** employees

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)

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.***

RATIONALE

AR – Architecture and Town Planning Group

There are 33 employees in the AR group at Parks Canada. Compared to the AR employees that work for Treasury Board (PIPSC), their pay rates are slightly behind as follows:

AR-01, AR-02, AR-03, AR-06, AR-07: 1.00%

AR-04, AR-05: 1.25%

The PSAC proposes that AR rates of pay be increased to match Treasury Board before application of any annual economic increase.

EC – Economics and Social Science Services Group

The Union believes that the Employer is still engaged in the process of converting its ES (Economics, Sociology and Statistics Group) and SI (Social Science Support Group) to the EC classification used by Treasury Board. EC employees in the core public service are represented by CAPE. The Parks Canada EC rates of pay as of February 16, 2018 match the TB rates for EC employees that were effective June 22, 2017.

EG – Engineering and Scientific Support Group

The EG group is comprised of 566 employees. In comparison to the EG employees in the core public administration, the Parks EG employee rates of pay are 1.16% lower. The Union proposes that the Parks EG pay grids be increased by 1.16% to match their colleagues employed by Treasury Board.

HR – Historical Research Group

There are 55 members of the HR group at Parks Canada, whose rates of pay are approximately \$4,000 below the HR employees working for Treasury Board. Through a terminable allowance provided in Appendix H, the Parks HR employees are provided a \$4,000 annually. The Union proposes that the HR Parks employees be provided with rates of pay that match those at Treasury Board, and then the terminable allowance could

be dispensed with. Matching the TB rates of pay would provide a slight increase of approximately .26% to maximum rates of pay for the group. The HR group has been in receipt of this terminable allowance since October 1, 2004 (Exhibit A48), and the Union believes it is well past time when this allowance should become part of the HR group's regular salary.

GT – General Technical Group

Law Enforcement Adjustment

Park Wardens are law enforcement professionals that hold the status of Peace Officers under the *Criminal Code*. They are highly trained and must maintain high standards of fitness and performance throughout their careers. Park Wardens are expected to respond to a wide variety of resource, visitor experience, and public peace enforcement issues that are often dangerous and involve alcohol, drugs, firearms, and wildlife in National Parks and some Historic Sites (Exhibit A49).

Personal Protective Equipment is required to be worn anytime a Warden leaves the office, and includes soft-body armor, sidearm, extra magazines, OC (pepper) spray, defensive baton, and hand-cuffs. Arrests, detentions, search and seizures, collection of evidence, preparation of court documents, ticketing, charging, and compelling suspects and witnesses to court are also part of the job. Federally, Park Wardens enforce the *Canada National Parks Act* (and associated regulations), the *Species at Risk Act*, *Canada Shipping Act* (Small Vessel Regulations), *Fisheries Act*, *Migratory Birds Convention Act*, and several other pieces of legislation. They also are responsible for enforcing various provincial and territorial laws that pertain to operation of motor vehicles, consumption of liquor and protection of wildlife. The role of a Peace Officer carries with it a great deal of public trust and responsibility.

Park Wardens and Park Warden Supervisors have similar law enforcement responsibilities, and 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;
- Royal Canadian Mounted Police – RCMP Officers.

As shown below, GT-04 and GT05 Park Wardens are significantly behind their law enforcement colleagues (almost 16% for GT-04 Park Wardens and up to 27% for GT-05 Park Warden Supervisors) in other federal departments and agencies. In comparison to RCMP positions, the Park Warden salary is almost 21% less than a RCMP Constable, and a Park Warden Supervisor is nearly 18%.

Park Warden Pay Comparison – 2017 Rates

| Occupation | Classification | Annual Maximum Salary | Difference |
|---------------------------------|-----------------------|------------------------------|-------------------|
| Park Warden | GT-04 | 71,340 | |
| Wildlife Enforcement Officer | GT-05 | 79,832 | 11.9% |
| Border Services Officer | FB-03 | 82,411 | 15.5% |
| RCMP Constable | Cst. | 86,110 | 20.7% |
| | | | |
| Park Warden Supervisor | GT-05 | 80,071 | |
| Wildlife Enforcement Supervisor | GT-07 | 101,794 | 27.1% |
| Border Services Supervisor | FB-05 | 94,232 | 17.7% |
| RCMP Corporal | Cpl. | 94,292 | 17.8% |

The above figures do not include the \$3,000 Enforcement Allowance that is provided to Park Wardens and Park Warden Supervisors; the same \$3,000 is provided to Wildlife Enforcement Officers at Environment Canada under the TC agreement with Treasury Board (Exhibit A50).

Discussions between Park Wardens and the Environment Canada Enforcement Branch revealed that Wildlife Enforcement Officers receive the same sort of training (e.g. 12 weeks at RCMP Depot) as Park Wardens regarding use of force, use of sidearms, the law and other law enforcement basics. Wildlife Enforcement Officers also enforce several different pieces of legislation (e.g. *Wildlife Act*, *Species at Risk Act*), although they are not required to pass the PARE test (Exhibit A51) or have to deal with public peace related offences. Despite similar levels of training and having some of the same law enforcement duties, however, the Wildlife Enforcement Officers normal working level (GT-05) is one level higher than Park Wardens. Environmental Enforcement Officers also normally work at the GT-05 level, despite not being required to carry firearms or pass the PARE.

To ensure comparability and competitiveness in terms and conditions of employment with similar federal occupations, the Union proposes a 17% salary increase effective August 5, 2018, bringing Park Warden salaries to a level more comparable to FB salaries. By rolling the \$3,000 enforcement allowance into salary, this will take care of approximately 4% of that increase. That would leave roughly 13% remaining, that the Union would propose to add to salary as a law enforcement market adjustment.

The Union suggests that in addition, the Employer create a Park Warden specific sub-group to facilitate the new salary for GT-04 and GT-05 Park Warden employees, as there are other GT-04 and GT-05 employees who are not employed as Park Wardens. Alternatively, the Union suggests that Parks Canada use its own authority as a separate employer to establish its own classification for Park Wardens (instead of using Treasury Board's GT classification), and convert these employees to their own specialized classification to facilitate these salary increases.

PAY NOTE CHANGES

The Union believes a number of editorial pay note changes may be required in conjunction with changes to rates of pay and certain wage grids.

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.**

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 % |

ANNUAL ECONOMIC INCREASE

The Union's proposal for annual economic increases is based on economic data and a desire to see real wage increases that exceed the rate of inflation in the country. Starting on August 5, 2018, the Union proposes an increase to all rates of pay of 3.5%, followed by the same increase again on August 5, 2019 and August 5, 2020. Because the Employer did not provide a position on annual economic increases, the Union is operating under the assumption in this section that the Employer's position matches that of Treasury Board with PSAC.

Federal Economic Context

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

Employer 'Rationale': (In)ability to Pay

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

The Employer's framing of the current economic climate, the state of Canadian economy and the fiscal situation of the Government of Canada conveniently attempts to imply the need for meagre economic increases due to ongoing circumstances for budgetary restraint. Arguments put forward by the Employer, whereby agreeing to the Union's

proposed rates of pay requires to be funded within pre-established budgets set by the Government of Canada, or to follow wage trends established by other bargaining agents, should be rejected.

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

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

If, on the other hand, the Commission refuses to assist the hospital in meeting the costs of an arbitral award, the process of arbitration becomes a sham. The level of wages would then be in fact determined by the Commission in approving the hospital's budget. Since the Union is not privy to budget discussions between the hospital and the Commission, it would then be in the unenviable position of being unable to make representations regarding wage levels to the very body whose decision is effective - the Commission.³¹

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

³¹ H. W. Arthurs, Award *Re Building Service Employees Local 204 and Welland County General Hospital*, 16 L.A.C.-1, 1965.

evaluate the Federal Government's ability to pay rather than the Treasury Board Secretariat's or Parks Canada's ability or willingness to pay.

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

"Public sector arbitrators have never paid much attention to arguments based upon "the ability to pay" of the public purse, not because they do not think that the public purse needs to be protected from excessive wage demands, but because the other factors which fashion the outcome of an arbitration are so much more influential and so much more trustworthy than the national constraints of "ability to pay". The extraneous influences which may be applied to the resources available to the individual hospital bound by the present arbitration are such that, either by manipulation or by sheer happenstance, those forces could render meaningless the entire negotiation and basis for the outcome of collective bargaining. The decision as to whether a specific service should be offered in the public sector or not is an essentially political one, as is the provision of resources to pay for that service. Arbitrators have no part in that political process, but have a fundamentally different role to play, that of ensuring that the terms and conditions of employment in the public service are just and equitable.³²

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

³²Kenneth P. Swan, Re: Kingston General Hospital and OPSEU, Unreported, June 12, 1979.

"...there is little economic rationale for using ability to pay as a criterion in arbitration. In that regard I need only briefly repeat what I have said in another context, that is, public sector employees should not be required to subsidize the community by accepting substandard wages and working conditions." ³³

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

1. "Ability to pay" is a factor entirely within the government's own control;
2. Government cannot escape its obligation to pay normative wage increases to public sector employees by limiting the funds made available to public institutions;
3. Entrenchment of "ability to pay" as a criterion deprives arbitrators of their independence, and in so doing discredits the arbitration process;
4. Public sector employees should not be required to subsidize public services through substandard wages;
5. Public sector employees should not be penalized because they have been deprived of the right to strike;
6. Government ought not to be allowed to escape its responsibility for making political decisions by hiding behind a purported inability to pay;
7. Arbitrators are not in a position to measure a public sector employer's "ability to pay".³⁴

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

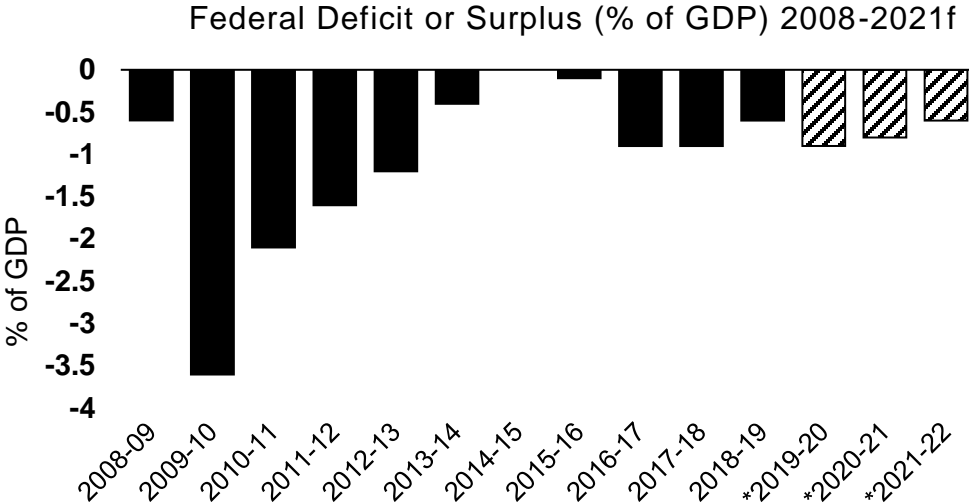
³³ O.B. Shime, Q.C., Re: *McMaster University and McMaster University Faculty*. Interest Arbitration, Ontario. July 4, 1990

³⁴ Jeffrey Sack, Q.C., "Ability to pay in the Public Sector: A Critical Appraisal", *Labour Arbitration Yearbook*, 1991, vol. 2, 277 to 279.

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

The Federal Government’s fiscal position is historically healthy

Though much attention tends to be paid to the dollar amount associated with deficits, deficit size relative to GDP is much more representative of the Government’s actual fiscal position. In the last 10 years, Canada has successfully mitigated economic challenges. Going forward, decreasing debt-to-GDP for years 2018 to 2022 are projected and form part of the Government’s mandate, as set in Budget 2019 (see graph below).^{35 36 37}



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

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

³⁵ Budget 2019 <https://www.budget.gc.ca/2019/docs/plan/overview-apercu-en.html>
 Le Budget de 2019 <https://www.budget.gc.ca/2019/docs/plan/overview-apercu-fr.html>
³⁶ Finance Canada, *Fiscal Reference Tables*, October 2018, <https://www.fin.gc.ca/frt-trf/2018/frt-trf-18-eng.pdf>
 Finance Canada, Tableaux de référence financiers Octobre 2018 <https://www.fin.gc.ca/frt-trf/2018/frt-trf-18-fra.pdf>
³⁷ Annual Financial Report of the Government of Canada 2018-2019, <https://www.fin.gc.ca/afr-rfa/2019/afr-rfa19-eng.pdf>

Canada's strong fiscal position and positive economic outlook

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

There is further confirmation, in Budget 2019, that Canada has some of the strongest indicators of financial stability in the G7 economies and Canadians are reassured that "*In a challenging global economic environment, Canada's economy remains sound*", whereby "*At 3 per cent growth, Canada had the strongest economic growth of all G7 countries in 2017, and was second only to the U.S. in 2018.*"³⁸ These statements are in contrast to the Employer's traditional position that financial constraint is necessary.

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

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

The *Bank of Canada* expects activity to pick up later in 2019 and that economic activity will spill over into 2020, supporting Canadian economic growth of 2.1%.³⁹

³⁸ Budget 2019, Maintaining Canada's low-debt advantage

³⁹Canada's State of Trade 2019 Report, Global Affairs Canada, Chapter 2.1 Canada 'Economic Performance, Looking Forward, August 2019, https://www.international.gc.ca/gac-amc/publications/economist-economiste/state_of_trade-commerce_international-2019.aspx?lang=eng#Section2.1

Canada is to remain a leader in economic growth

Growth in GDP during the second quarter of 2019 GDP accelerated to 3.7%, beyond economists' expectations, due to factors including the reversal of weather-related slowdowns and a surge in oil production⁴⁰. The Bank of Canada and Fitch's Ratings⁴¹ expect GDP to pick up by 1.7% to 2% by 2021, slightly above potential growth, driven by a stabilizing oil sector, rising non-oil investment, and household consumption buoyed by a tight labour market⁴². Canada's largest banks⁴³ agree that GDP will follow this growth trend and improve through 2020 (see table below for a summary of actual and projected GDP – Major Canadian Banks).

Actual and projected GDP – Major Canadian Banks

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

⁴⁰ Bank of Canada Monetary Policy Report July 2019

⁴¹ Fitch Affirms Canada's Ratings at 'AAA'; Outlook Stable. Fitch's Ratings. July 17, 2019

⁴² Bank of Canada Monetary Policy Report, July 2019

⁴³ All accessed August 9-12, 2019: TD Longterm Economic Forecast June 18, 2019

https://economics.td.com/domains/economics.td.com/documents/reports/qef/2019-jun/long_term_jun2019.pdf;

CIBC Forecast Update July 8, 2019 https://economics.cibccm.com/economicsweb/cds?ID=7649&TYPE=EC_PDF; BMO Capital Markets Economic Outlook August 9, 2019 https://economics.bmo.com/media/filer_public/df/b8/dfb80b31-59a3-43b2-b280-eccdcacc0006/provincialoutlook.pdf; RBC Provincial Outlook June 2019

<http://www.rbc.com/economics/economic-reports/pdf/provincial-forecasts/provtbl.pdf>;

Desjardins Economic & Financial Outlook June 2019 <https://www.desjardins.com/ressources/pdf/peft1906-e.pdf?resVer=1561036871000>;

Scotiabank Global Economics July 12, 2019 https://www.scotiabank.com/content/dam/scotiabank/sub-brands/scotiabank-economics/english/documents/provincial-pulse/provincial_outlook_2019-07-15.pdf;

Bank of Canada Monetary Policy Report July 2019

A decreasing debt-to GDP ratio

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

“A stable or declining federal debt-to-GDP ratio over time means that the federal debt is sustainable because GDP, the broadest measure of the tax base, grows at the same pace or more rapidly than the federal debt.”⁴⁴

Federal tax revenues surpassed budget expectations, contributing to a surplus of 0.4% of GDP on a Government Finance Statistics (GFS) basis for 2018⁴⁵. We can expect a further reduction of the debt-to-GDP ratio over the next years – as our tax base grows, the federal debt is shrinking more rapidly:⁴⁶

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

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

⁴⁴ What Does Budget 2019 Tell Us about Projected Federal Revenues, Expenditures, Budgetary Balance and Debt? <https://hillnotes.ca/2019/04/03/what-does-budget-2019-tell-us-about-projected-federal-revenues-expenditures-budgetary-balance-and-debt/>

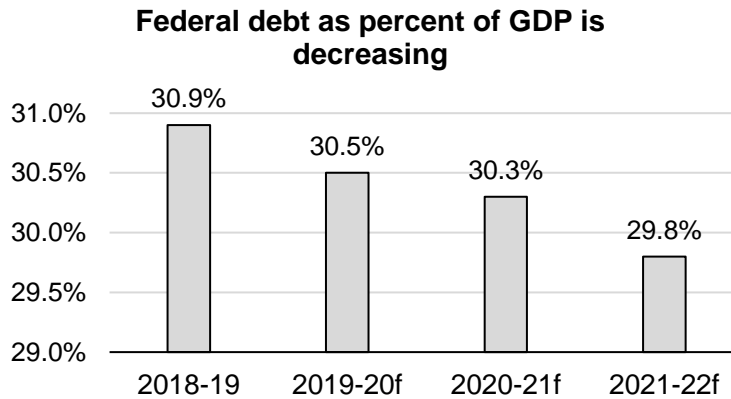
Que nous apprend le budget fédéral de 2019 sur les projections relatives aux recettes, aux dépenses, au solde budgétaire et à l'endettement? <https://notesdelacolline.ca/2019/04/03/que-nous-apprend-le-budget-federal-de-2019-sur-les-projections-relatives-aux-recettes-aux-depenses-au-solde-budgetaire-et-a-lendettement/>

(accessed September 17, 2019)

⁴⁵ Fitch Affirms Canada's Ratings at 'AAA'; Outlook Stable. Fitch's Ratings. July 17, 2019 (as above)

⁴⁶ Federal Budget 2019, Maintaining Canada's Low Debt Advantage, <https://www.budget.gc.ca/2019/docs/plan/overview-apercu-en.html>

With Program Expenses trending down and budgetary revenues remaining constant, the fiscal position of the Federal Government is “in the green” and deficits are expected to stay within risk adjustments^{47 48}.



Canada has better fiscal sustainability than the other G7 countries⁴⁹

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

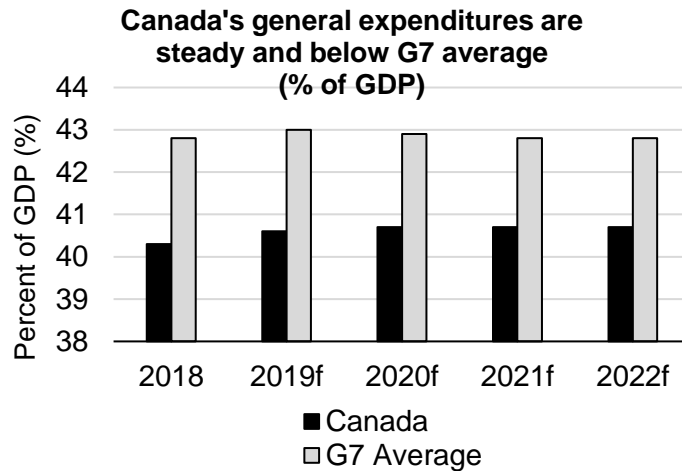
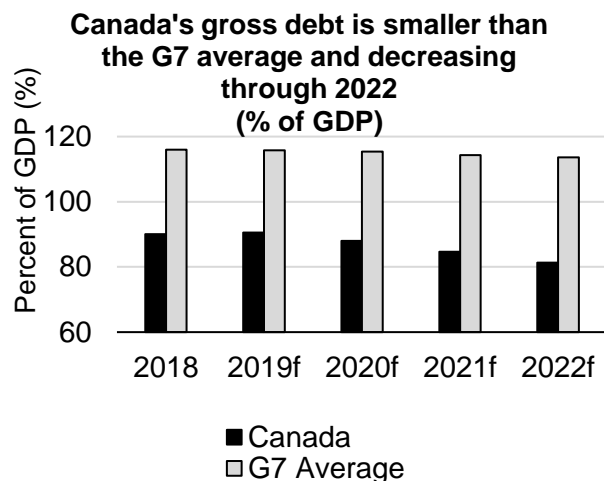
⁴⁷ Budget 2019: Highlights of Bill Morneau's fourth federal budget, CBC, March 19th, 2019, <https://www.cbc.ca/news/politics/bill-morneau-budget-2019-highlights-1.5061661> (accessed September 16, 2019)

⁴⁸ Fall Economic Statement 2018 <https://www.budget.gc.ca/fes-eea/2018/docs/statement-enonce/fes-eea-2018-eng.pdf>

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

⁴⁹ Data from: International Monetary Fund - Fiscal Monitor, April 2019 <https://www.imf.org/external/datamapper/datasets/FM/1> (accessed September 16, 2019)

Note: IMF indicators include Federal and Provincial Governments.



Increasing export and trade

Canada's trade of goods and services expanded to "a record high of \$1.5 trillion, or 66% of GDP" in 2018.⁵⁰ Growth in business investment and exports is expected to gain momentum through 2019, supported by new arrangements with many trading partners and tax incentives to encourage business investment.⁵¹ The signing and anticipated ratification of the Canada, U.S., and Mexico, the USMCA trade agreement (successor to NAFTA) has alleviated some trade uncertainty.⁵²

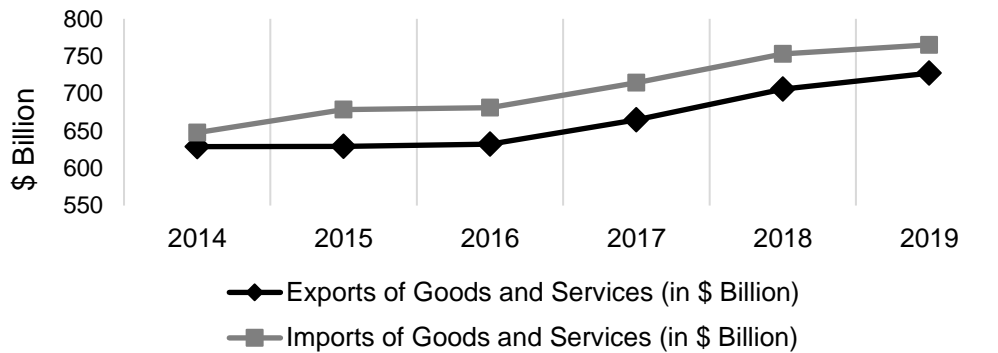
Trade expansion for the first two quarters of 2019 continues to increase, with notable growth in export by 4% in the second quarter in a quarter-on-quarter comparison.

⁵⁰ Canada's State of Trade 2019 Report, Global Affairs Canada, Chapter 2.2 Canada's Trade Performance, August 2019, https://www.international.gc.ca/gac-amc/publications/economist-economiste/state_of_trade-commerce_international-2019.aspx?lang=eng#Section2.1

⁵¹ Budget 2019

⁵² Fitch Affirms Canada's Ratings at 'AAA'; Outlook Stable. Fitch's Ratings. July 17, 2019

Canada's Trade of Goods and Services continues its expansion (2014-2019)*



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

*2019 data represents Q1 and Q2 only.

Canada has defied global patterns by attracting foreign investment in 2018 amounting an increase by 60% year-over-year.⁵³ This trend continues with a jump in second quarter foreign investment to \$21.7 billion, the highest in the five years.⁵⁴

Canada has a strong labour market and low unemployment

According to Budget 2019, Canada’s job creation is on track:⁵⁵

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

Canada added 224,000 net jobs in the first seven months of 2019 and another 81,000 positions in August, exceeding economists’ expectations of 15,000. Compared with

⁵³ Why Canada saw a 60% increase in foreign direct investment last year. Globe and Mail. May 22, 2019

⁵⁴ Statistics Canada The Daily August 29, 2019.
<https://www150.statcan.gc.ca/n1/daily-quotidien/190829/dq190829b-eng.htm>

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

⁵⁵ Federal Budget 2019

August 2018, employment increased by 471,000 with gains in both full-time (+360,000) and part-time (+165,000) work.^{56 57}

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

Rates of Pay - Trends and Circumstances

Broad settlement patterns

The Employer's proposed rates of pay are well below recent major settlements (500+ employee bargaining units) in both the Federal Public Administration and the private sector, according to data published by the Human Resources and Social Development Canada's *Labour Program* (Employment and Social Development Canada) (see graph below).⁵⁸

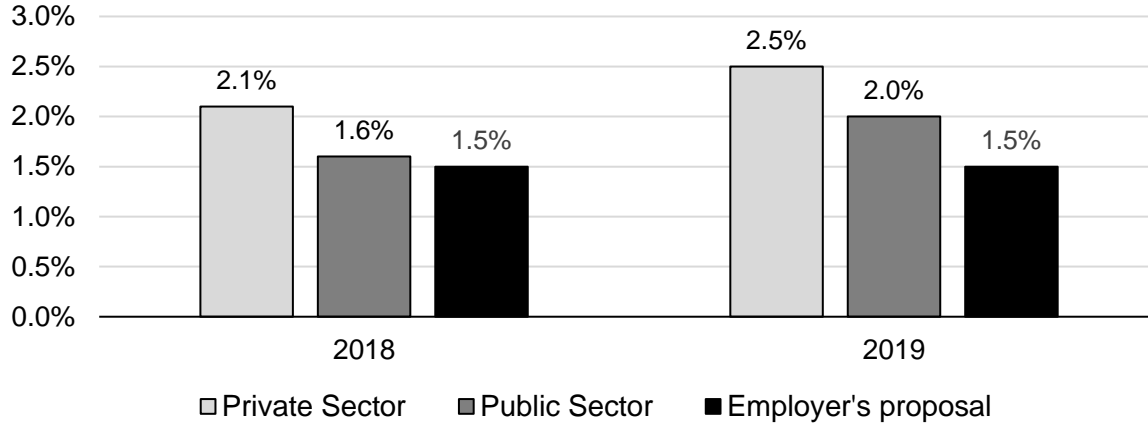
⁵⁶ Labour Force Survey, August 2019 <https://www150.statcan.gc.ca/n1/daily-quotidien/190906/dq190906a-eng.htm>

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

⁵⁷ Canada's economy blows past expectations with gain of 81,100. Financial Post. Kelsey Johnson. September 6, 2019. [jobshttps://business.financialpost.com/news/economy/canada-gains-81100-jobs-in-august-as-national-election-looms](https://business.financialpost.com/news/economy/canada-gains-81100-jobs-in-august-as-national-election-looms)

⁵⁸ Major wage settlements by jurisdiction (aggregated) and sector; Publication date: September 3, 2019 <https://www.canada.ca/en/employment-social-development/services/collective-bargaining-data/wages/wages-sector-jurisdiction.html>
Règlements salariaux selon la sphère de compétence (agrégée) et le secteur; Date de publication : le 3 septembre 2019 <https://www.canada.ca/fr/emploi-developpement-social/services/donnees-conventions-collectives/salaires/salaires-secteur-spheres-competence.html>

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



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

Recent and relevant settlements in the Federal Public Sector

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

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

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

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

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

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

Most recently, an arbitral award for the Operational Group and Postal Services Sub-Group at the House of Commons provided for annual economic wage increases of 2.75% in 2018 and 2.0% in 2019.⁵⁹

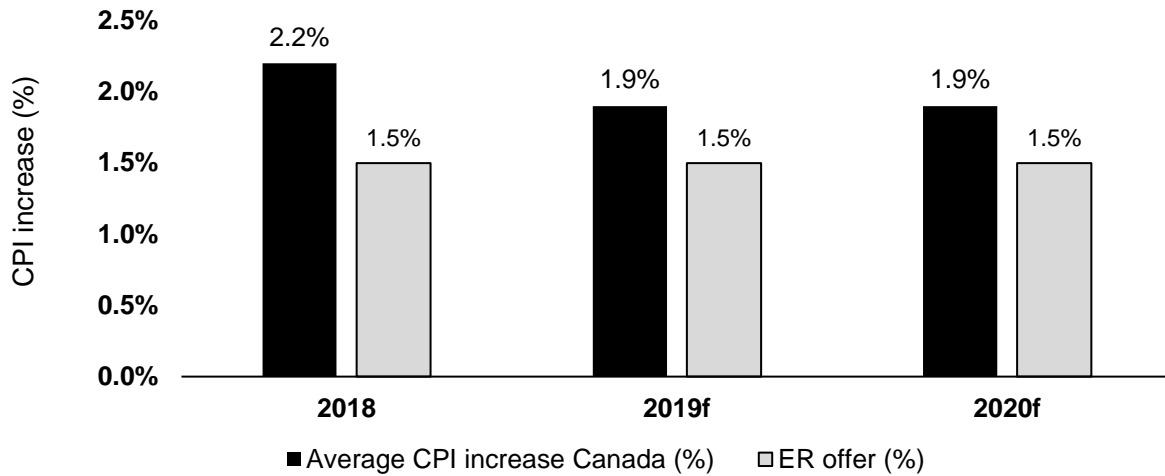
The Employer's wage proposal will certainly not allow for increases in household spending. It also does not reflect forecasted nor established wage increases for 2018, 2019 and 2020. Within a Canadian middle-class context, the Union's wage demand proposing fair economic increases is not simply good for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

⁵⁹ 2019 FPSLRREB 121, December 10, 2019.

considered beneficial overall for the Canadian economy in the long-term. Employer offer is below inflation rate

The latest projections put forward by Statistics Canada for 2019⁶⁰ and by the Bank of Canada for 2020⁶¹ indicate future losses if the Union were to accept the Employer's offer.⁶²

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



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

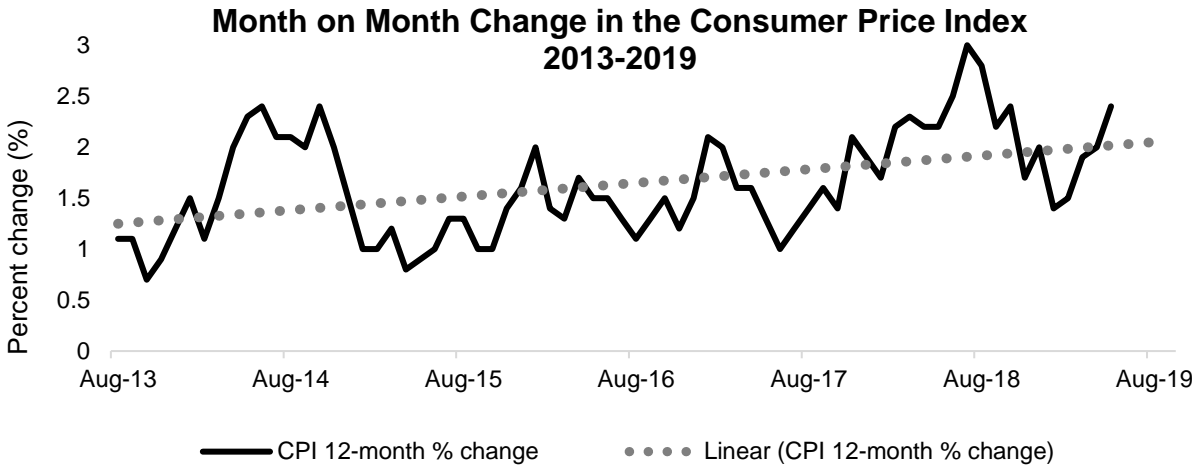
⁶⁰ Statistics Canada Consumer Price Index, monthly, not seasonally adjusted, Table: 18-10-0004-01

⁶¹ Bank of Canada, January 2019 Monetary Report, <https://www.bankofcanada.ca/2019/01/mpr-2019-01-09/>

⁶² Statistics Canada Consumer Price Index, monthly, not seasonally adjusted, Table: 18-10-0004-01

Current and projected cost of living

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



Source: Statistics Canada. Table 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted.⁶³

⁶³ Statistics Canada (accessed August 16, 2019) <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401>

The following table of inflation rates (annual CPI increase shown in percent) for 2018, 2019 (forecast) and 2020 (forecast) was constructed from rates published by seven major financial institutions.⁶⁴ This data clearly demonstrates that the Employer’s proposal comes in below inflation rates of 2018 and is also below the anticipated inflation rates for 2019 and 2020, trending around 2%.

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

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

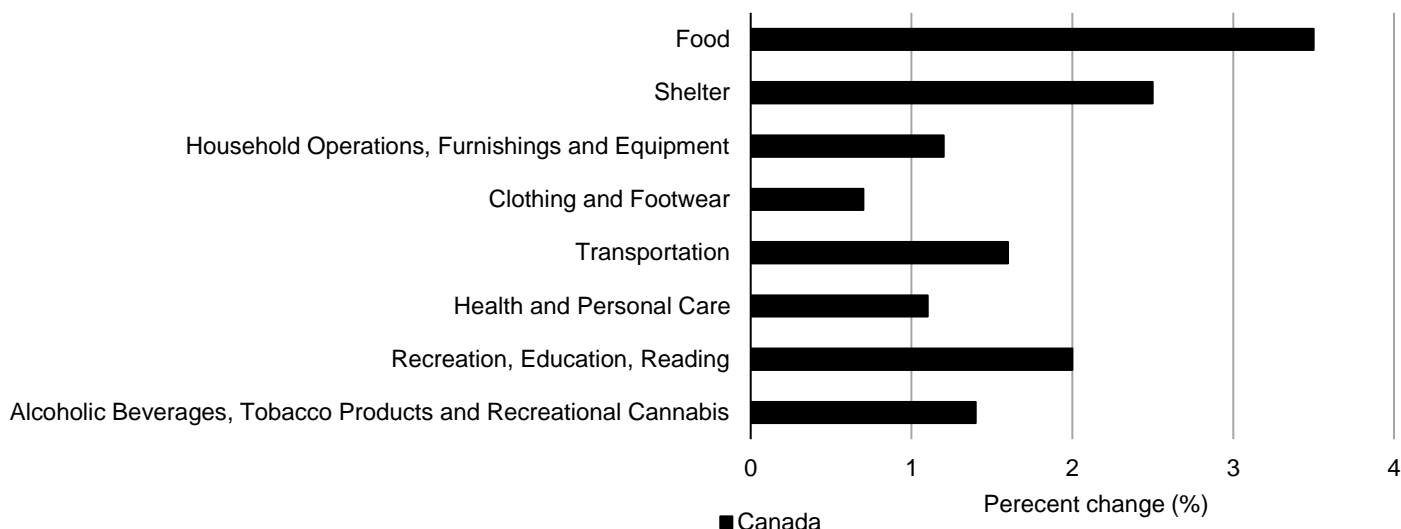
The rising cost of food and shelter

While CPI increases outpace wage increases, as per the Employer’s proposal, members would continue lose buying power and find it more difficult to meet their basic needs. For example, the cost for shelter increased 2.5% in the 12 months ended June 2019. Canadians also paid an overall 3.5% more for food in June compared to the same month

⁶⁴ All accessed August 9-12, 2019:
 TD Long-term Economic Forecast June 18, 2019 https://economics.td.com/domains/economics.td.com/documents/reports/qef/2019-jun/long_term_jun2019.pdf; TD
 CIBC Forecast Update July 8, 2019 [https://economics.cibccm.com/economicsweb/cds?ID=7649&TYPE=EC_PDF](https://economics.cibccm.com/economicsweb/cds?ID=7649&TYPE=EC_PDF;);;
 BMO Capital Markets Economic Outlook August 9, 2019 https://economics.bmo.com/media/filer_public/df/b8/dfb80b31-59a3-43b2-b280-eccdacc0006/provincialoutlook.pdf; RBC Provincial Outlook June 2019
<http://www.rbc.com/economics/economic-reports/pdf/provincial-forecasts/provtbl.pdf>;
 Desjardins Economic & Financial Outlook June 2019 <https://www.desjardins.com/ressources/pdf/peft1906-e.pdf?resVer=1561036871000>;
 Scotiabank Global Economics July 12, 2019 https://www.scotiabank.com/content/dam/scotiabank/sub-brands/scotiabank-economics/english/documents/provincial-pulse/provincial_outlook_2019-07-15.pdf;
 Bank of Canada Monetary Policy Report July 2019

last year (Statistics Canada).⁶⁵ Vegetable prices are especially volatile and continue to increase year over year, even in the summer months (Statistics Canada).⁶⁶

CPI detail, 12-month price change (percentage)



*Canada's Food Price Report 2019*⁶⁷ forecasts that food prices in nearly all categories will continue to rise in most provinces in 2019.

2019 Food Price Forecasts

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

Source: Canada's Food Price Report 2019

⁶⁵ Statistics Canada Latest Snapshot of the CPI, June 2019 (accessed August 18, 2019) <https://www150.statcan.gc.ca/n1/pub/71-607-x/2018016/cpi-ipc-eng.htm>; Table: 18-10-0007-01

⁶⁶ Statistics Canada Consumer Price Index, monthly, not seasonally adjusted, Table: 18-10-0004-01 <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401>

⁶⁷ Food Price Report 2019 (accessed August 12, 2019) *Canada's Food Price Report 2019* is a collaboration between Dalhousie University, led by the Faculties of Management and Agriculture, and the University of Guelph's Arrell Food Institute. <https://cdn.dal.ca/content/dam/dalhousie/pdf/management/News/News%20&%20Events/Canada%20Food%20Price%20Report%20ENG%202019.pdf>

The predicted 6% hike in the cost of produce is alarming, and vegetable prices may increase even more if deteriorating weather conditions continue to cause poor growing conditions.⁶⁸ Dr. Somogyi, one of the authors of the Food Price Report, anticipates an increase in vegetable consumption due to recent changes in Canada's Food Guide, published by the Government of Canada. Canadians are advised in Canada's Food Guide to "have plenty of vegetables and fruits."⁶⁹ An increase in demand in vegetables would also contribute to raising prices.

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

The rising cost of shelter is also affecting our members. The Canadian Centre for Policy Alternatives' (CCPA) latest housing report⁷⁰ found that, nationally, "*the average wage needed to afford a two-bedroom apartment is \$22.40/h, or \$20.20/h for an average one bedroom.*" The numbers become even more worrisome when investigating the housing and renting costs around major Canadian hubs "*like in the Greater Toronto Area, the Vancouver neighbourhoods containing over 6,000 apartments also have among the highest rental wages: Downtown Central (\$46/hr), English Bay (\$46/hr) and South Granville (\$40/hr).*"

⁶⁸ Pricey Produce Expected to Increase Our Grocery Bills in 2019, Says Canada's Food Price Report University of Guelph December 4, 2019 (accessed August 12, 2019)

⁶⁹ Canada's Food Guide Appendix A (accessed August 12, 2019)
<https://food-guide.canada.ca/static/assets/pdf/CDG-EN-2018.pdf>

⁷⁰ Unaccommodating, Rental Housing wage in Canada, CCPA, David MacDonald, July 18th, 2019,
<https://www.policyalternatives.ca/unaccommodating>

According to the Canadian Real Estate Association's latest report⁷¹, the actual (not seasonally adjusted) national average price for homes sold in August 2019 was approximately \$493,500, up almost 4% from the same month last year. In its latest monthly housing market update, RBC Economics⁷² also raised its forecast for home prices by 0.8% for 2019 and 3.5% for 2020, while resale prices are projected to go up by 4.6% in 2019 and by 5.8% in 2020. With maintenance costs, home insurance, taxes and the cost of energy being other factors homeowners need to consider in affording a household, there is no indication of these expenses slowing down for middle-class Canadians who are or want to become homeowners.

In summary, costs for the necessities of life including food and shelter continue to rise,⁷³ making it more difficult to "just get by". The Employer's proposed wage increases for 2018, 2019, and 2020 fail to address these increasing costs of living.

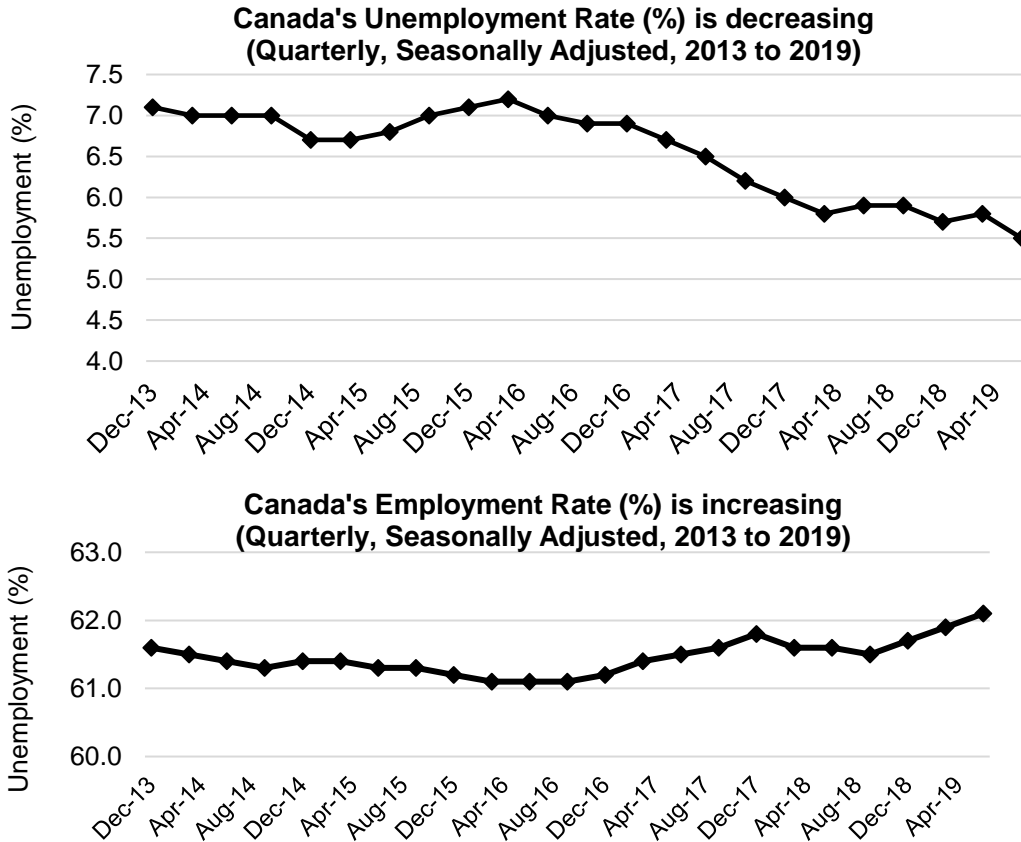
Highly competitive labour market

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

⁷¹ Canadian Real Estate Association, Housing Market Stats/National Statistics, September 16, 2019, <https://creastats.crea.ca/natl/index.html>

⁷² Monthly Housing Market Update, RBC Economics, September 16th, 2019, <http://www.rbc.com/economics/economic-reports/pdf/canadian-housing/housespecial-sep19.pdf>

⁷³ Statistics Canada. Table 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401> April 2019 (accessed August 9, 2019)



Source: Statistics Canada. Table 14-10-0294-01 Labour force characteristics by census metropolitan area, three-month moving average, seasonally adjusted and unadjusted, last 5 months⁷⁴

Canada’s tight labour market has made it more likely for workers to seek alternative positions if they are not happy with their current employment situation. Almost 90% of respondents to the *2019 Hays Canada Salary Guide* indicated that they are open to hearing new opportunities⁷⁵. According to a 2018 survey the most common reason to leave was the desire for better compensation. Additionally, 80% of participants working in 584 Canadian organizations reported being stressed about money and pay issues on a regular basis, while 2% were *very* or *extremely* stressed.⁷⁶ This rings especially true for federal public servants: over 40% experienced “substantial problems” with their pay in

⁷⁴ Statistics Canada Table 14-10-0294-01 <https://doi.org/10.25318/1410029401-eng>
 Statistics Canada. Table 14-10-0294- <https://doi.org/10.25318/1410029401-fra> (accessed September 17, 2019)

⁷⁵ It's never been a better time to find a new job — but do employers realize it? CBC. Brandie Weikle. January 13, 2019 (accessed August 19, 2019)

⁷⁶ Welcoming wage increases. Canadian HR Reporter. Sarah Dobson. July 8, 2019 (accessed August 19, 2019)

2018, and 22% reporting a large or very large impact on their paycheques according to the 2018 Annual Federal Public Service Employee Survey.⁷⁷

Salary forecasts within a tight Canadian labour market (2019)

The labour market certainly influences trends in salary increases. At the same time, declining unemployment and stability in employment levels are indicators that the Canadian economy is doing well. Employers wishing to retain trained staff must increase wages to appropriate levels or risk losing them should the right opportunity present itself.⁷⁸ Indeed, the competitive labour market is influencing wages, which posted a real increase. Year over year wage growth (for all employees) in July 2019 accelerated by 4.5%, the fastest rate in a decade.⁷⁹ ⁸⁰ Projections derived by research conducted by the Conference Board of Canada, Normandin Beaudry, Morneau Shepell, Tower Watson, Mercer and Korn Ferry indicate that employers are planning to increase salaries by an average of between 2.0% to 2.8% in 2019.⁸¹ ⁸²

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

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

⁷⁷ iPolitics. Marco Vigliotti. Feb 26, 2019. Phoenix had significant effect on pay for over 40 per cent of public servants: poll. <https://ipolitics.ca/2019/02/26/phoenix-had-significant-effect-on-pay-for-over-40-per-cent-of-public-servants-poll/> (accessed September 17, 2019)

⁷⁸ Most Canadian employees are ready to quit their jobs, survey finds. CBC Business. December 16, 2018 (accessed August 13, 2019)

⁷⁹ Statistics Canada Table 14-10-0320-02 Average usual hours and wages by selected characteristics, monthly, unadjusted for seasonality (x 1,000) <https://doi.org/10.25318/1410032001-eng>

⁸⁰ Canadian wages hit fastest growth pace in 10 years. CTV News/The Canadian Press. Andy Blatchford. August 9, 2019. (accessed August 13, 2019)

⁸¹ CPQ Salary Forecasts Special Report 2019

⁸² Slightly higher salary increases expected for Canadian Workers in 2019. Conference Board of Canada. October 31, 2019.

The table below highlights the percentage of members by age-band and are sourced from demographic data provided by the Employer as of March 11, 2019. According the Employer’s data, 33% of employees in this bargaining unit are currently 50 years of age or older. According to Statistics Canada, in 2018, the average retirement age of a public sector employee was 61 years.⁸³

Parks Canada Employees (Source: Employer Data, March 11, 2019)

| | 50-54 | 55-59 | 60+ | Percentage 50+ |
|-----------|--------------|--------------|------------|-----------------------|
| Employees | 10.2% | 12.3 | 10.9 | 33.4% |

Staffing levels and increased workload was presented by Public Services and Procurement Canada as a key risk in their 2017-2018 Departmental Results Report: “*The simultaneous implementation of complex, transformational initiatives within PSPC and throughout the Government of Canada, coupled with budget and time restrictions, can expose the department to risks associated with increased workload and resource constraints, and lead to employee disengagement and stress.*”⁸⁴

In the current tightening labour market, the pool of qualified candidates is shrinking and competition for applicants is rising. With many members sitting at the top of their pay scale and nearing retirement, the Union argues there is a potential for recruitment and retention issues which ought to be considered.

The weight of the public sector in the Canadian economy

In the last 20 years, public sector programs and staff expenses have been trending down, mostly attributed to cuts from the Harper Government, which disrupted Canada’s middle-class. As such, the Union suggests that the wages negotiated beyond the Employer’s proposal for our members would help reverse this trend and account for a greater and

⁸³ Retirement age by class of worker, annual, Table: 14-10-0060-01, Statistics Canada, <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1410006001>

⁸⁴ Operating context and key risks—2017 to 2018 Departmental Results Report, Public Services and Procurement Canada, <https://www.tpsgc-pwgsc.gc.ca/rappports-reports/rrm-drr/2017-2018/rrm-drr-02-eng.html#a2>

positive impact on the Canadian economy. Public sector jobs contribute to a social context which favors growth by creating stability hubs throughout economic cycles, and by mixing up industries and economic growth in non-urban regions, while maintaining a strong middle-class and reducing gender-based and race inequities in the workforce.⁸⁵

⁸⁵ Portrait de la contribution de la fonction publique à l'économie canadienne, Institut de Recherche et d'informations socio-économiques, François Desrochers et Bertrand Schepper, Septembre 2019, https://cdn.iris-recherche.qc.ca/uploads/publication/file/Public_Service_WEB.pdf

In summary:

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

- i. "Ability to pay" is a factor entirely within the government's own control;
- ii. The concept of 'ability to pay' has been rejected as an overriding criterion in public sector disputes by an overwhelming majority of arbitrators;
- iii. Budget 2019 stipulates the Canadian economy is growing and healthy whereby Canada has some of the strongest indicators of financial stability in the G7 economies;
- iv. Canada's trade and exports are increasing, defying global patterns;
- v. Canada has a strong labour market and low unemployment, whereby competitive wages play a major role;
- vi. The Government of Canada finds itself in healthy fiscal circumstances and has the ability of the deliver fair wages to its employees;
- vii. The Government of Canada's deficit, as % of GDP, is historically low and does not present an obstruction to providing fair wages and economic increases to federal personnel;
- viii. The Employer's proposed rates of pay are below established and forecast Canadian labour market wage increases;
- ix. The Employer's proposal for economic increases of 1.5% falls well below relevant recently negotiated settlements in the public sector;
- x. The Employer's proposed rates of pay come in below inflation, affecting the economic value of salaries without accounting for the rising cost of living expenses such as food and shelter;
- xi. A significant cohort of members of this bargaining unit is within range of retirement or nearing it, suggesting the Employer will soon be facing a significant diminution in staffing levels;
- xii. Public Sector jobs contribute to a social context which favours growth and the prosperity of the middle-class on which Canada's economy heavily relies.

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

APPENDIX "F"

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 GL – GENERAL LABOUR AND TRADES
MACHINERY MAINTAINING SUB-GROUP (MAM)

EMPLOYER PROPOSAL

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.~~

2. ~~The parties agree that GL-MAM refrigeration HVAC technicians shall be eligible to receive an annual "terminable allowance" subject to the following conditions:~~

~~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;~~

~~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;~~

~~c. A seasonal employee shall be entitled to the terminable allowance on a pro-rata basis;~~

~~d. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.~~

3. ~~This Memorandum of Understanding expires on August 4, 2018.~~

~~**Signed at Ottawa, this 31st day of the month of May 2018.**~~

RATIONALE

The Employer has not explained its proposal in any detail, and the Union awaits an explanation along with evidence as to why this important recruitment and retention measure for GL MAM employees working as HVAC technicians should be discontinued. The Union is proposing to renew this appendix.

This MOU is based on the same MOU that exists for Treasury Board employees in the SV Group, and in the current round of negotiations for that group, the Union is also proposing to renew the MOU, albeit with changes (Exhibit A51). The Union is proposing to follow what is agreed to at the Treasury Board negotiations with respect to this MOU, including any changes to quantum of the allowance or eligibility.

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

PSAC PROPOSAL

Amend as follows:

- ~~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.~~

RATIONALE

The Union is proposing the creation of a new classification for GT employees who are Park Wardens, and for those employees to see an increase in their wages of 17%. Part of that wage increase would involve this \$3,000 allowance being rolled into the wage rates of these employees. At the GT-04 level (Park Warden), this amount is worth 4.2% to 4.8% of salary; for GT-05 level (Park Warden Supervisor) this is worth 3.7% to 4.3%. If this is done, then the Union proposal is to delete this Appendix.

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

PSAC PROPOSAL

Amend as follows:

1. ~~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. ~~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) ~~(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) ~~(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.~~

RATIONALE

The Union is proposing to at least match Parks Canada HR wage rates with Treasury Board HR wages, as both employers use the HR classification standard. The Union suggests that the first step would be for this \$4,000 allowance be rolled into salary for HR employees. If this is done, there would still remain a small gap between Parks employees and TB employees in the HR classification, with the size of that gap differing at different steps, but the vast majority being less than 0.5% in difference – a minor increase for the Employer in order to provide wage parity for these workers.

APPENDIX “J”

MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM

PSAC 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.

RATIONALE

In 2013, the Employer and the Union agreed to a Joint Learning Program (JLP) pilot project but unlike in the core public administration this pilot project never developed into a longstanding commitment to the program. The Union is proposing to delete existing language in Appendix J regarding the pilot initiative and replace it with an agreement that the Employer invest \$150,000 for a joint learning program for Parks Canada employees. As will be discussed in the following section, the JLP is considered a successful program in contributing to a more fair and equitable public service and having a positive impact on labour relations. The Union proposes that 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.

It isn't unusual for organizations like Parks Canada to partner with the JLP. Currently, there are many Agencies, Commissions, Boards and organizations who have a relationship with the JLP. Some relevant organizations include: the Canadian Food Inspection Agency (CFIA), the Royal Canadian Mounted Police (RCMP) and the Yukon Government. During the last round of bargaining, CFIA and the PSAC agreed to make the JLP program available to PSAC members at CFIA and invested \$150,000 into a pilot project (Exhibit A52). The Union submits that its \$150,000 proposal for the JLP is reasonable, as demonstrated by a recent MOU signed by CFIA and PSAC.

The Employer is proposing to delete Appendix J, the Union is opposed to this proposal and submits that the Employer should follow suit with CFIA and invest in broadening access to training opportunities for members and managers alike via the JLP.

History and Overview of Program in Core Public Administration:

The JLP was initially negotiated as a pilot project within the core public administration in 2001 following a series of recommendations of a joint report (the Fryer Report) that was intended to address the arduous labour relations of that period. Recommendation #31 was that the parties deliver comprehensive joint union-management training. The JLP was subsequently established as a "Program" in 2007 after a positive evaluation conducted by "Consulting and Audit Canada" in its report dated March, 2004. The JLP, with the participation of Employer and Union representatives, has developed workshops to be delivered in a joint fashion, with facilitators from both parties. This promotes "buy-in" from both Union and Employer sides. Since 2011, members of all bargaining agents in the core public administration are eligible to participate in JLP workshops.

Operations/Delivery:

The Program does not have a calendar of workshops, meaning that workshops need to be requested for them to take place. Either an employer or the Union can identify the need for one of the JLP's workshops, and in collaboration with the other party, make a joint request to the Program. It costs the Program approximately \$1,500 per workshop

and includes the travel of two facilitators and a small workshop budget. There is no cost to employers to participate other than paying the participating employees' salary.

The JLP model is different than the traditional learning approach of a trainer offering their knowledge to a group of learners. In its workshops, the experiential learning model is used and participants are directly involved in their learning by participating in exercises that foster reflection, dialogue, problem-solving and application of ideas and skills to workplace situations. The Program encourages intact teams (management and employees from the same sector) to participate in workshops so that when participants return to the workplace, employees and managers can continue to foster their shared learning.

The following topics are available for delivery:

- Duty to Accommodate (DTA)
- Employment Equity (EE)
- Labour-Management Consultation (LMC)
- Mental Health in the Workplace (MHW)
- Respecting Differences / Anti-Discrimination (RD/AD)
- Preventing Harassment and Violence in the Workplace (PHVW)
- Understanding the Collective Agreement (UCA)

Program Evaluation:

Goss, Gilroy Inc. (GGI) was retained by the JLP Steering Committee in 2017 to conduct a program evaluation for the period of 2013 to 2017 (Exhibit A53). The evaluation examined the impacts of the program in four main areas: joint administration and delivery, learning outcomes, labour-management outcomes, and the program relevance and alternatives.

The conclusions of the evaluation confirm the following:

- The JLP is aligned with and contributes to creating a more fair and equitable public service;
- Governance, operational structures and the delivery model are working well;
- There are direct and indirect positive impacts on labour relations;

- The Program contributes to important public service worker learning outcomes; and
- The Program continues to be relevant and warrants a minimum number of improvements.

Program Updates:

Following the evaluation results, the Program has focused on updating material and content, and revisiting workshop topics. The Program has been developing a new workshop to reflect the adoption of Bill C-65 and the new legal landscape with respect to harassment and violence in the workplace. The workshop, entitled Preventing Harassment and Violence in the Workplace, has been made available for delivery in July 2019, and will cover warning signs and the impact of harassment and violence. It will examine the new *Canada Labour Code* health and safety provisions on harassment and violence and the human rights framework under the *Canadian Human Rights Act*. The Program is now turning its focus toward reviewing its Employment Equity and Duty to Accommodate workshops in light of the new federal accessibility law.

APPENDIX “K”

WORK FORCE ADJUSTMENT

PSAC PROPOSAL

Changes proposed in this Appendix shall take effect on August 4, 2018

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~~PART VII SPECIAL PROVISIONS REGARDING ALTERNATE DELIVERY INITIATIVES~~

- Preamble
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~~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.** (Éemployé 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*~~

RATIONALE

Agency Context and Parks Specific WFA Demands:

The climate of fear and the high level of stress that develops in workplaces during periods of downsizing has had an impact on the mental and physical health of our members, and the Union believes that a fair and easily understood system of dealing with workforce reduction is long overdue and should be adopted in order to reduce the impact of downsizing on members. The existing process creates a climate of fear and confusion throughout the entire workplace. There is no order and there are no rules that employees can clearly grasp. Every employee feels vulnerable. Long time employees with records of exemplary public service appear as likely to go out the door as newly-minted employees.

Job cuts in 2012 at Parks Canada had a devastating impact on Parks Canada employees. There were 638 full-time positions eliminated, 1000 positions had their lengths of season reduced and 1,689 Parks Canada employees receiving notices that their jobs were affected^{86 87}. The Union submits that the Agency should implement a fair and transparent WFA system based on seniority and abandon the existing system which threatens more employees than is necessary with affected notices. A system based principally on seniority would be more predictable for members and easier to manage. Parks Canada Agency's CEO via the *Parks Canada Agency Act* has the exclusive authority to establish processes and procedures governing layoffs. The Union proposes at 1.1 that the Employer not use Performance Management Assessment Tools or a Selection of Employees for Retention or Layoff (SERLO) process and rather follow principles outlined in 1.1.1 based principally on the concept of seniority, volunteering to leave, alternation, and so forth. The Union submits that clearer rules are needed and that its proposal in Part 1.1.1 would provide a fair, reasonable and transparent process. If the Union's proposed language at 1.1 and 1.1.1 were enshrined in the collective agreement there would be strong protections in place for employees

⁸⁶ <https://www.cbc.ca/news/politics/federal-job-cuts-tracking-the-rollout-1.1138401>

⁸⁷ https://www.policyalternatives.ca/sites/default/files/uploads/publications/National%20Office/2016/02/Hope_on_the_Prairies.pdf

and the union submits that Part VII and Annex A regarding Special Provisions Regarding Alternative Delivery Initiatives could be deleted. Agencies like CFIA do not have Alternative Delivery provisions in their WFA language.

There are a number of other improvements and clarifications to Appendix K that the Union is seeking that differ from proposals at PSAC's core tables. The Union is seeking to expand the definitions of Guaranteed reasonable job offer (GRJO) and Alternation to allow Agency members the opportunity to alternate or receive a reasonable job offer in the core public administration. With high rates of non-indeterminate employees at Parks Canada, the Union's proposal at 1.1.14 wishes to clarify that the Agency review its use of casuals, students and volunteers in order to better protect indeterminate employees. The Union is also seeking notification and review improvements in Part I and II. Additional notification would help employees discuss and explore options with the Union. This can be important because Parks Canada isn't simply an employer but is a landlord to hundreds of members who live in government housing. Parks Canada has been providing some of its employees with government housing in a number of regions for decades in order to support staff recruitment and retention, where suitable accommodation near parks and sites, is not readily available. As a result, during periods of downsizing it is not simply employment that is being impacted but place of residence. The Union is also seeking improvements to language training in part 4.1 and alternation requirements related to language at 6.3.5 to help ensure members have improved and realistic opportunities. Overall, changes proposed are designed to improve and/or clarify provisions to the benefit of members.

WFA Demands that match PSAC core tables:

Since the current agreement was signed, some changes undertaken by the federal government have served to highlight several deficiencies in the parties' Workforce Adjustment Appendix.

First, the current definition of a guarantee of reasonable job offer (GRJO) does not provide an explicitly defined geographic radius within which the employee might avail themselves

of certain rights afforded under the Workforce Adjustment Appendix (WFA). Second, there is a need for the recognition of years of service in the context of the Appendix K. Years of service would serve as a fair and objective standard for the treatment of a reasonable job offer. Third, there is a lack of clear accountability with respect to term employees under the WFA. Finally, the education allowance should keep up with the rapidly increasing cost of education in Canada. The Union's proposals for Appendix K would address each of these deficiencies.

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

The Vegreville circumstances highlight a contradiction within the WFA. Under clause 3.1.1 of the WFA, the Employer had to give the employees the opportunity to choose whether they wished to move with the position or be treated as if they were subject to a workforce adjustment situation. Under clause 3.1.2 the employees had a period of six months to indicate their intention to move or not. If an employee decides not to move with the relocated position, the deputy head may provide the employee with either a guarantee of a reasonable job offer or access to the options set out in section 6.4 of the WFA⁸⁸.

However, if an employee is in receipt of a reasonable job offer, even if it is at the same location that they have already indicated that they do not wish to move to, they are no longer able to access the options contained in the WFA. The whole purpose of Part III of

⁸⁸ Options include being on a surplus priority list for 12 months to find another job, receiving a Transition Support Measure (i.e. enhanced severance) or and Education Allowance and a Transition Support Measure.

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

In the Vegreville instance, the PSAC's position was that Treasury Board's use of the WFA was punitive in cases where the employees had no other choice but to voluntarily leave their jobs. PSAC took a grievance to arbitration on this issue and it was partially upheld. Because of the lack of clarity in the current WFA language, the decision sided with the Employer's interpretation that since the employee was in receipt of a GRJO, they did not have access to all of the options under the WFA if they refused to move. However, the arbitrator also ruled that employees in such a circumstance would have access to the transition support measure and/or the education allowance under the Voluntary Programs section of the WFA (Exhibit A54). At the hearing, the Employer testified that it knew its interpretation of Part III of the WFA Appendix would cause hardship but went ahead with it anyway.

The Union submits that this proposal is necessary due to Treasury Board's interpretation of Part III. Fundamentally, when a workplace is relocated, it means that if employees turn down a GRJO they are penalized. It implies that the Employer can force workers to move anywhere in the country or get laid off while limiting the WFA options to which they have access. The Union is proposing instead that people who cannot or do not wish to relocate to a certain location ought not to lose their rights under the WFA Appendix.

Our proposal is that in the event that a reasonable job offer cannot be made within a 40-kilometre radius, the employee may elect to be an 'opting' employee and therefore avail themselves of the rights associated with 'opting' status. This would provide employees will all options under the WFA. The Union is proposing a 40-kilometre radius as it is consistent with the practice currently in effect for the NJC Relocation Directive. Indeed, a 2013 NJC Executive Committee decision indicated agreement with this principle. It was noted that in accordance with subsection 248(1) of the *Income Tax Act*, "relocation shall only be authorized when the employee's new principal residence is at least 40 km (by the shortest usual public route) closer to the new place of work than his/her previous

residence" (Exhibit A55). Furthermore, the 40-kilometre radius is currently the standard for more than 50,000 unionized workers at Canada Post (Exhibit A56).

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

The Union is proposing that reasonable job offers shall be made in order of seniority. Recognition of years of service is a central tenet of labour relations in Canada. Its application is found in collective agreements in every industry, every jurisdiction, and every sector of the Canadian economy. For example, the collective agreements covering employees working for both the House of Commons and the Senate of Canada contain seniority recognition for the purposes of layoffs (Exhibit A56). It is also commonplace within the broader federal public sector, from Via Rail to Canada Post to the Royal Canadian Mint to the National Arts Centre to the Canadian Museum of Science and Technology Corporation (Exhibit A56). Additionally, it is already recognized under PA and FB table's current collective agreements in the context of vacation leave scheduling and in the WFA itself as the tie-breaking procedure to choose which employee may avail themselves of the voluntary program.

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

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

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

Under Article 6.4.1, the Union proposes to increase the education allowance by \$2,000. The education allowance currently offers an opting employee a maximum of \$15,000 for reimbursement of receipted expenses for tuition and costs of books and relevant equipment over a two-year period. The Union proposal is simply trying to keep up with the rapid increase of tuition fees in Canada. According to Statistics Canada, tuition fees for undergraduate programs for Canadian full-time students was, on average, \$6,838 in 2018-2019, up 3.3 per cent from the previous academic year.⁸⁹ In addition, the National Joint Council Directive on Work Force Adjustment was recently renegotiated between the participating bargaining agents and Treasury Board. On this occasion an increase to the education allowance to a maximum of \$17,000 was agreed upon between the parties (Exhibit A57). Hence, the Union's proposals concerning the education allowance is already the standard for workers employed elsewhere in the federal public service.

The Employer has not agreed to commit to roll-over provisions for term employees at Parks Canada that match the core public administration. The Union submits that if the Employer were to accept the Union's proposal on Term employment or replicate Treasury Board's term policy at the agency, there would need to be better notification in the WFA around their ability to suspend provisions regarding term employees becoming indeterminate after three years of service, including an explanation on the need for a suspension and when the suspension will be ended. The Union's proposed language under articles 1.1.6 and 2.3 is meant to ensure that the Employer takes some accountability towards term employees. The Union would like to enshrine the responsibilities from the Employer concerning term employees in the appropriate sections of the WFA. The status quo in the core public administration is unacceptable as suspension of the provisions that roll term employees into indeterminate jobs is a license

⁸⁹ Statistics Canada, September 5, 2018, Tuition fees for degree programs - 2018/2019: <https://www150.statcan.gc.ca/n1/daily-quotidien/180905/dq180905b-eng.htm>

to encourage precarious working conditions for large groups of employees. If Parks were to follow-suit with term roll-over measures that align with the core public service, these changes would be important.

In summary, the Union is seeking a number of significant changes to the WFA appendix that would reduce the level of stress and fear in the workplace during times of downsizing via a more transparent system predicated on seniority and the removal of the problematic SERLO process. The Union is also seeking important changes as it concerns guaranteed reasonable job offers, alternation, the education allowance, notification and review processes regarding student, term and volunteer work. As outlined, a number of the Union's demands are predicated upon what has already been established elsewhere within the federal public sector. For example, applying geographic criteria to the process in terms of opportunities for employees exists already for tens of thousands of federal workers at Canada Post. In light of these factors, the Union respectfully requests that the Commission include the Union's proposals for Appendix K in its recommendations.

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

PSAC PROPOSAL

Change title to:

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 form~~ **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.

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

PSAC PROPOSAL

Change title to:

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 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** Advisers eligible

for the Compensation Advisers **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 August 4, 2021~~ ~~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 **Employees** ~~Advisers~~ **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.~~

RATIONALE

Appendix L was first negotiated between the Parties in 2013 and followed the pattern of PA tables Appendix J, first negotiated during the 2010 round of collective bargaining. This Appendix was designed in both cases to address recruitment and retention issues for Compensation Advisors. It was during a time of upheaval for Compensation Advisors, as Treasury Board was in the midst of reducing their numbers from approximately 1,700 to 500 and relocating the main compensation activities of the Employer to the new Public Service Pay Centre in Miramichi, N.B. While simultaneously radically downsizing its complement of experienced staff and consolidating the bulk of the compensation work to Miramichi, the Treasury Board also purchased a flawed new software system, known as Phoenix. It is fair to say the government did not take into consideration the implications of taking both actions at the same time, and so did not foresee the Phoenix pay system disaster that was to emerge in 2016.

The pay disaster that resulted has been well-documented and publicized. For the last several years, the federal government has been unable to pay its employees accurately and on time. Phoenix has caused pay problems for more than 50 percent of the federal government's 290,000 public service workers through underpayments, over-payments, and non-payments. Some employees have gone for a year or more without being paid, living off advances that will have to be reconciled down the road. The faulty Phoenix pay

system has wreaked havoc on the lives of tens of thousands of federal government employees who do not know what to expect when they open their pay advices every two weeks.

This disaster has had an equally debilitating impact on the employees who are charged with processing pay. Trying to do the best job they can with a faulty software system, bearing the brunt of angry and upset fellow federal public service workers, feeling blamed, and the exhausting work of repeatedly trying to correct mistakes, all take a toll. The Pay Centre is anecdotally considered to be a “toxic workplace” across the public service, and compensation duties that are still being performed in departments are similarly impacted. It has been estimated that it could take a decade or more to resolve the pay problems caused by Phoenix. The Standing Senate Committee on National Finance, chaired by Senator Percy Mockler, investigated the Phoenix pay system and submitted its report, "*The Phoenix Pay Problem: Working Towards a Solution*" on July 31, 2018, in which it summarized the implementation of Phoenix by stating: “*By any measure, the Phoenix pay system has been a failure*”. Instead of saving \$70 million a year as planned, the report said that the cost to taxpayers to fix Phoenix's problems could be up to \$2.2 billion by 2023. (Exhibit A58)

In the last round of bargaining, parties renewed Compensation Advisor retention allowance, increasing it to \$2,500 per year. That agreement was finally signed on May 31, 2018, with an expiry date of August 4, 2018. However, in recognition of how serious the Phoenix pay problems were that emerged during the bargaining process, the parties negotiated another MOU outside the Collective Agreement which introduced an additional one-time payment of \$4,000 to Compensation Advisors and a provision that all overtime was to be paid at double time. This MOU expired on June 1, 2019.

The Union's proposals above are three-fold:

- Extend the retention and recruitment allowance to all employees involved in the performance of compensation and benefits duties, regardless of classification title, as the work of all such employees is negatively impacted by the Phoenix disaster.
- Increase the daily allowance to a more meaningful \$13.42 per day from \$9.58.
- Continue the once-in-a-lifetime \$4,000 payment and double overtime to all employees involved in the performance of compensation and benefit duties in recognition of the need to compensate employees for the impact that Phoenix continues to have on both their work lives and personal lives.

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

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

PSAC PROPOSAL

~~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.~~

RATIONALE

The parties signed the MOU on May 31, 2018 further to the MOU signed between Treasury Board and the PSAC in December of 2016 saying that the parties 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. The Technical Committee began its work in March 2017. This committee met more than a dozen times in 2017, and did much good work in reviewing research, best practices and public service data on the wellness content agreed to in the MOU. By January 2018, the Technical Committee was awaiting further guidance from the Steering Committee, which never materialized. As a result, the Technical Committee never prepared formal recommendations for a wellness plan prior to the commencement of a new collective bargaining round later in 2018. The PSAC believed at that time, that it was premature to

try and formalize any recommendations for inclusion in this round of bargaining, especially given the challenges that the Phoenix compensation system posed, and the level of resources needed to address pay and benefit issues amongst federal public service employees. Consequently, the Union believes that the MOU has been overtaken by circumstances that make it impossible to complete the work, and so it proposes to delete the MOU from the Collective Agreement and have any discussions that relate to employee wellness within the context of collective bargaining.

APPENDIX "Q"

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 TO THE IMPLEMENTATION
OF A RECOVERY SYSTEM FOR LEAVE FOR UNION BUSINESS

EMPLOYER PROPOSAL

~~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.~~

RATIONALE

The Union is seeking a renewal of this MOU. This MOU contained in the collective agreement outlines key principles agreed to between the parties. The Union submits that there is value in renewing language that enshrines these agreed upon principles as the subsequent MOU signed between the parties on August 1, 2018 remains outside of the collective agreement and expires upon signature of a new collective agreement (Exhibit A59). We therefore respectfully request that the Public Interest Commission not include this Employer proposal in its recommendations.

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.

RATIONALE

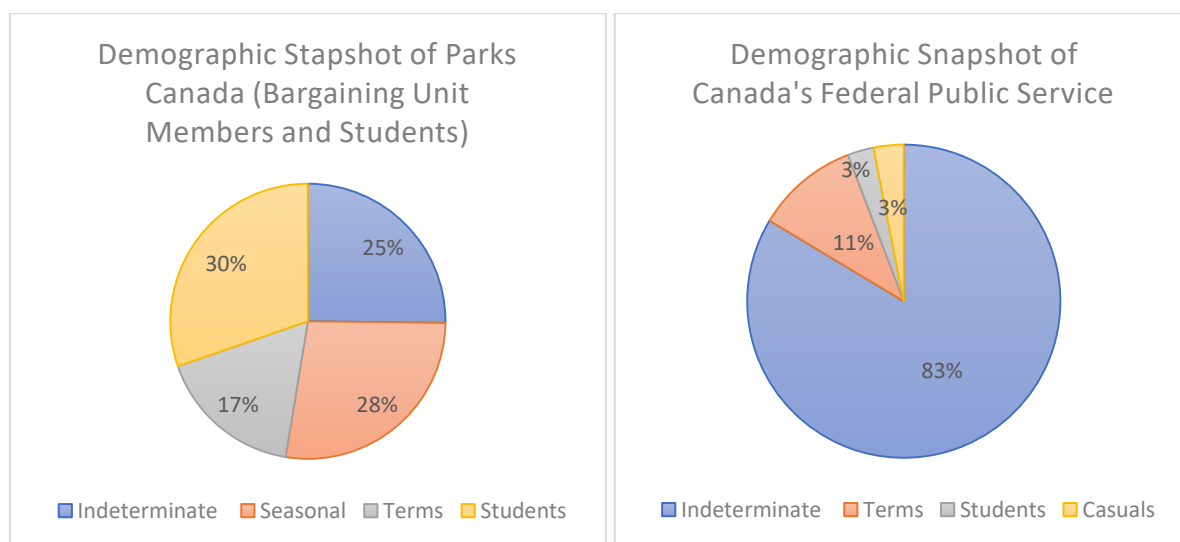
According to recent Parks Canada Agency Departmental Results Reports (DRR), student employment is on the rise and has been for a while. In 2017-2018, student employment reached a record high level for the Agency reaching 2,552 students. According to the most recent DRR the Employer hired an additional 1,484 new students last year under the Green Jobs and Young Canada Works initiatives⁹⁰. It is odd that the Employer is reporting that they are staffing students through the Young Canada Works program when the federal government, agencies and crown corporations do not appear to qualify for this program ⁹¹. What is clear is that with a massive expansion of student workers the

⁹⁰ <https://www.pc.gc.ca/en/docs/pc/rpts/rmr-dpr/03312018>

⁹¹ <https://www.canada.ca/en/canadian-heritage/services/funding/young-canada-works/employers/employer-guide.html>

Employer is recruiting students via more informal methods, even via simple application forms in Prince Edward Island⁹². The Union is concerned about the erosion of bargaining unit work, transparent, fair and equitable compensation and overtime opportunities for members.

The proportion of student workers to bargaining unit workers is completely out of step with the core public service and has led to a situation where students are now one of the largest groups of workers at Parks Canada. In 2018, the federal public service comprised of 83.6 per cent indeterminate employees, 10.6 per cent term employees, 3.1% casual employees and 2.7% student employees⁹³. By contrast, at Parks Canada, students represent 30.3% per cent of workers, Seasonal workers represent 27.4 per cent, Indeterminate employees represent 25.2 per cent of employees, Term employees represent 17.1% or workers (Note: These figures are based on employer provided data of bargaining unit employees and student figures contained in the Employer’s 2017-2018 Departmental Results Report. As a result, outside of the inclusion of students, percentages do not include excluded workers). While in the core public administration students represent the smallest proportion of workers, at Parks Canada they are the largest group. The charts below help illustrate how out of step student employment is at Parks Canada relative to the Federal Public Service.



⁹² <https://www.pc.gc.ca/en/pn-np/pe/pei-ipe/info/emplois-jobs>

⁹³ <https://www.canada.ca/en/privy-council/corporate/clerk/publications/26-annual-report/key-data.html>

PSAC has bargained gains on the issue of student employment with Treasury Board. In recent years, PSAC reached an agreement with Canada Border Services Agency to phase-out student workers at the border (Exhibit A60). The Union submits that with disproportionately high levels of students employed at Parks Canada and problematic staffing processes, fair provisions need to be negotiated to ensure the protection of bargaining unit work and provide a solution to this problem.

The Union is seeking at XX.01 and XX.02 to define what programs constitute legitimate student hiring and want to ensure transparency and fairness for all. A priority for the Union is that bargaining unit work not be displaced to students and that compensation opportunities for members aren't negatively impacted via the disproportional growth of student employees. The Union proposes language at XX.03, 00.4 and XX.06 to provide a solution to this issue and outline clear rules.

Members report inadequate training and supervision of student workers and witness many student injuries at the workplace. Anecdotal evidence from members suggest that this is becoming a noticeable problem on the canals, where student workers, doing the work of Lock Operators, regularly use sluice crabs (lock operating devices) that can cause serious injury. The Union is seeking a protective and proactive provision at XX.05 to help resolve this issue.

The Employer is proposing to delete Appendix O on Student Employment, which was an agreement between the Parties in 2013 to create a joint-committee to discuss issues and report to the NLMCC on findings and recommendations. Unfortunately, this committee only met once during its tenure. The Union submits that student employment is growing and remains an issue for bargaining unit members and that the existing Appendix on Student Employment should be renewed. Appendix O remains important to renew since the Union would like to better understand why Parks is hiring so many students and would like clarity on what funding/programs are being used for student recruitment. It could also be a forum to share student health and safety concerns. Findings and recommendations were never shared with the NLMCC and as a result the Union submits that the committee's mandate was not fulfilled.

NEW ARTICLE
NATIONAL JOINT COUNCIL

PSAC PROPOSAL

Amend as follows:

~~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.~~

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.

RATIONALE

When the Parks Canada Agency was created by legislation in 1998, employees in the then existing Treasury Board bargaining units were covered by National Joint Council Directives that existed in their collective agreements. Following the introduction of the legislation, determination of bargaining units and which bargaining agent(s) would represent the employees working at Parks Canada had to be completed. Negotiations with the PSAC for the first collective agreement for Parks Canada workers began in 2001

and in the new Parks Canada collective agreement, it was agreed that the Agency would not participate as an Employer member in the NJC. In order to address the issues that were formerly dealt with by NJC Directives, the parties agreed to follow employer policies which “mirrored” the NJC Directives as outlined in Article 6 (Exhibit A61).

Over time, the Union has come to see this arrangement as problematic, as the Agency has allowed the language of its policies to stray away from the NJC Directives in some very significant ways. The language of Article 6.01 (b) indicates that the Agency will amend its policies “to match changes in rates and entitlements” of the relevant NJC Directives they are basing their policies on. However, a review of one of the current Agency Policies, the Parks Canada Isolated Post Policy (Exhibit A62) shows that the Agency is clearly not following all of the entitlements allowed under the NJC Isolated Posts and Government Housing Directive (Exhibit A63). Among the discrepancies between the Agency policy and the Directive identified by the Union are:

- The policy does not recognize a person dependent upon an employee by reason of mental or physical disability as a dependent in the definitions section, while the Directive does (Definitions) ;
- The Agency Policy does not allow for private (non-commercial) accommodation for non-elective medical or dental treatment, but the Directive does (3.1.2 - Notes);
- Approval of escorts for non-elective medical or dental treatment under policy is at the discretion of a Field Unit Supervisor, while under the Directive a Deputy-Head must approve it if recommended by the treating physician (3.1.5 (b));
- The Directive (4.3.8) allows another dependent to take the place of a spouse to accompany an employee for compassionate and bereavement travel, whereas the Policy does not; and
- The Policy does not provide for the short-term rental of a vehicle up to 4 months while awaiting shipment of a private motor vehicle (4.3.8), yet the NJC Directive does.

This is not an exhaustive list of disparities between the Agency's policy and the NJC Directive, and doubtless there are more that could be identified without even touching upon the other employer policies. The Union is aware that the NJC Directive underwent cyclical review a few years ago, and the current version of that Directive has been effective since March 1, 2017, so it is surprising that the Agency's Isolated Posts policy has a date of August 1, 2007. The Employer's pledge to match the changes in entitlements and rates of the NJC Directives is a hollow one as they have not bothered to do so in the nearly 3 years that have passed for such a significant set of provisions that affect many Parks Canada employees as Isolated Posts does. Clearly the provisions of Appendix N that provides for a sub-committee of the NLMCC on the application of Article 6 policies is also insufficient to assist in the maintenance of concurrence between the policies and NJC Directives, which is one reason why the Union proposes to rejoin the National Joint Council with Parks Canada.

Membership in the NJC brings many benefits to both bargaining agents and employers who belong to it and involve themselves in the joint stewardship of their Directives. Unions and employers are like joint-owners of the Directives, and are actively involved in the day-to-day application of them in their workplaces. The cyclical review process allows both parties to partake in the process of discussing changes to the Directives that either side may wish to see. This takes the form of co-development at the NJC (Exhibit A64), where unions and employers meet as equal parties and work together to create and manage these Directives that are critical parts of employees' working lives, and that are incorporated into their collective agreements.

The employees of Parks Canada do not have the same opportunities to take part in something like this in relation to Agency policies. Parks Canada employees are not able to provide direct input towards the renewal of a policy the same way that PSAC members that are covered by the NJC Directives can in cyclical review and they (or their representatives) cannot sit on working committees that oversee the "life" of a policy as

those do at the NJC. This means involvement in providing official interpretations of the language in a Directive and taking part in hearing grievances based on Directive provisions (Exhibit A65). Active and joint participation is a hallmark of the work done by employers and unions at the NJC, through both bargaining agent membership on working committees and senior union leadership involvement in the NJC Executive Committee. The employees of Parks Canada have been denied this since leaving the NJC.

While the Agency has attempted to replicate to some extent the benefits that these Directives provide, they are several steps removed from the discussions and processes at the NJC that has created (and through periodic cyclical review) re-creates these “living” parts of collective agreements. The Agency can only observe from the outside what happens at the NJC, and try to mirror what they see, and as discussed earlier, this is far from ideal as far as the Union is concerned when policies do not keep pace with change and improvements in NJC Directives. The Union considers the Directives referenced in Article 6 as “minimum standards” that Parks Canada is obliged to meet, although recognizing the Employer may at times go beyond what is provided for in those Directives. Adding benefits beyond what the NJC Directives provide, however, cannot be a substitute for not meeting the minimums that they currently provide for.

In order to make the provisions around Relocation, Isolated Posts, Government housing and other areas more relevant to our members, more responsive to change and better understood by all parties, the Union is proposing that Parks Canada return with us to the National Joint Council. The current system of employer policies that aim to follow the NJC provisions does not work for the Union when we cannot participate as a full partner in their development and interpretation as we can when involved with other employers (such as Treasury Board) at the NJC. If Parks Canada is several steps removed from the NJC in this enterprise, then the employees that work for them are several more steps removed, which we feel removes much of the value that the joint processes generate – the valuable work done by employer and bargaining agent representatives that make the National Joint Council the “Forum of Choice” for this work (Exhibit A66).

NEW ARTICLE

PARK WARDENS

PSAC PROPOSAL

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

- (a) If a Park Warden fails to meet the criteria for recertification, 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.
- (b) 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.
- (c) 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

- (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.

RATIONALE

Seasonal Status

In contrast to other federal employers who employ law enforcement personnel, the Union is not aware of any besides Parks Canada that employ workers that have peace officer status on a seasonal basis. In 2018 there were 26 Park Warden II employees (GT-05 Supervisors) and 66 Park Warden I employees (GT-04 Park Wardens). While all the Supervisors are employed indeterminately, close to half of the Park Warden I employees are employed seasonally (32 indeterminate, 29 seasonal and 5 term < 6 months).

Having Park Wardens working as seasonal employees introduces significant risks to both the Agency and the Park Warden employees themselves. As seasonal workers, Park Wardens endure financial risks for themselves and their families, as they are responsible for whatever employment or income arrangements they can make for themselves during periods of seasonal lay-off. The stress that financial worries can cause to individuals and families should not be underestimated (Exhibit A67). Precarity of employment, and resulting income volatility have been acknowledged as contributing to financial, psychological and practical problems that such households can face (Exhibit A68).

The Union believes, based on the experience of Park Warden members that there is a need for indeterminate employment for all Park Wardens, as there is a need for law enforcement in Canada's National Parks and National Historic Sites all year-round. Indeed, the need is likely even more acute in "off-seasons", as there are fewer Parks

Canada staff and visitors present in these locations who can report law enforcement infractions. There are also risks that there are no properly trained staff like Park Wardens available who can provide a public safety response when needed. Relying on other law enforcement agencies to respond to calls for service when Park Wardens are not present increases the risk of delayed and/or less-than-optimal responses to situations that occur in Parks Canada locations.

A recent evaluation report on the Law Enforcement Program at Parks Canada reports that when the Park Wardens first became armed and transitioned to a law enforcement role in 2008, the federal Treasury Board approved the creation of up to 100 full-time Park Warden positions (Exhibit A69). Since that time, according to the same evaluation, it appears that Parks Canada has been running the program with less than 100 full-time Park Wardens; the internal audit reports that in 2014 after accounting for vacant positions and non-operational positions (i.e. employees on leave, training) and accounting for the fact that some Park Warden positions are seasonal (.75 FTE) that the actual park warden capacity was 71 FTEs (Exhibit A70). Moreover, throughout sections of the report dealing with human resources and operational capacity, there are suggestions that Parks Canada is facing some real capacity issues with respect to law enforcement, linked to the amounts and manner in which Treasury Board has allocated its funding. The capacity issues have not escaped the notice of Park Wardens and LEB managers, and this is a matter of some growing concern to the Union.

The Union has reason to believe that the Employer also supports the idea of having Park Wardens working full-time, all year round. As mentioned earlier in the brief, Parks Canada obtained a funding extension to allow seasonal Park Wardens to work all year round in 2018, and this extension is in place until 2022-23. However, these funding extensions are not a permanent solution to the funding problem; funding from special programs cannot prop up the law enforcement capacity of Parks Canada indefinitely. Without a move to full-time indeterminate employment for all Park Wardens, the Union fears that there will be an impact on retention of those employees that are seasonal, as the standard for all other law enforcement employers is full-time indeterminate employment, a powerful

incentive for a qualified law enforcement officer looking to improve their long-term financial security.

Early Retirement

The PSAC has at times proposed the improvement of pension arrangements for groups of represented employees at the bargaining table, while cognizant of the fact that ultimately this requires change to pension legislation. Since 2006 when a new occupational group and bargaining unit was created, PSAC has waged a sustained campaign to improve pension arrangements for its members in the FB bargaining unit who do law enforcement work for the Canada Border Services Agency (CBSA). Now the Union is asking the same for Park Warden and Park Warden Supervisor members of the Parks Canada bargaining unit.

Under the current pension regime, the *Public Service Superannuation Act (PSSA)* requires public service workers normally work until a retirement age of 60 (or 65 for those hired after January 1, 2013) before being able to retire with an unreduced pension. Those employees participating in the pension plan prior to the 2013 legislative change may take an unreduced pension at 55 years with 30 years of pensionable service, while those hired after can only do so at age 60 with 30 years of pensionable service.

The Union is seeking an early retirement regime consistent with other federal law enforcement officers – such as members of the RCMP and others that fall under definitions of “operational service” in the *PSSA*. This means the ability to retire after the completion of 25 years of pensionable service with no reduction to benefit entitlement, which is commonly referred to as “25 and out”. There are several reasons for this.

First, like other workers responsible for enforcing and administering the law, Park Warden employees face risks that go beyond what most workers normally encounter in their jobs. Second, given the nature of the work performed by Park Wardens and the importance of that work in terms of ensuring the safety and security of all employees and visitors to Canada’s National Parks and National Historic Sites, it is in the interest of both Parks Canada and the broader Canadian public that Park Wardens have access to early retirement regime in order to avoid risks to public health and safety. Third, a retirement

scheme like the one being proposed by PSAC for Park Warden employees is standard in the broader law enforcement community. Finally, the costs of providing enhanced early retirement benefits for Park Wardens is relatively limited.

Park Warden employees at Parks Canada are peace officers; they carry firearms and perform similar duties to those performed by workers employed by other Canadian law enforcement agencies. Park Wardens carry out a whole range of duties associated with the administration and enforcement of the law, from surveillance to intelligence work, investigations, searches seizures and arrests (Exhibit A71). Park Warden Supervisors have the same law enforcement responsibilities as Park Wardens, with the addition of providing coordination, planning, and supervision for enforcement officers that report to them (Exhibit A72).

As is the case with any population working in an enforcement capacity, the work performed by Park Warden employees in the bargaining unit requires regular exposure to danger, stress and injury. Park Wardens are also faced with the mentally and physically taxing challenges of regular testing and recertifications, including those for use of firearms and use of force. Besides tactical teams, Parks Canada Wardens are the only peace officers in the country that must pass the physically demanding Physical Ability Requirement Evaluation (PARE) test every 3 years after hiring. This reality of constant physical and psychological threat wears the body and mind prematurely, and in turn, makes the job more difficult to perform over time.

A shortened career path for Park Wardens is not only in the interest of the Parks Canada Agency, but it is also in the interest of the federal government and the Canadian public. The premise behind the establishment of the “Public Safety Occupation” category in the *Income Tax Act* that applies for early retirement or the specific provisions for the operational services groups under the *PSSA* has always been the maintenance of public safety. These special rules are intended to assist employers who, out of concern for public safety, wish to encourage or require employees in special occupations to retire earlier than employees in other occupations. Given the nature of the work performed by Park Wardens and its importance in terms of ensuring safety and security in Canada’s National

Parks, it is in the public interest for employees in this occupational group to have access to the same retirement regime as other law enforcement workers in order to avoid risks to public health and safety. In the world of policing, early retirement is the norm.

It is well established that advancement in age bears some correlation to deteriorating health (particularly the ability to meet the physical demands of the job in law enforcement occupations), and therefore an increased risk to the public. The current retirement system has the net effect of encouraging employees to stay on and work longer than would be the case with employees performing similar duties with other enforcement agencies. Doing so may increase the risk to employee health and may have a detrimental effect on public safety given the physical and mental demands of the job.

One factor to be cognizant of when considering the cost associated with such a proposal is the retirement age assumption. Allowing an employee to retire earlier does not mean that an employee will retire early. In fact under our proposal employees can still significantly benefit from the additional service accrued after having reached the eligibility to retire early. See table below:

| Scenario | 1- Under the current PSSA provision* | 2- Under Early Retirement (“25 and Out”) | 3- Under Early Retirement (“25 and Out”) |
|---------------------|---|---|---|
| Attained Age | 55 | 55 | 60 |
| Service | 25 | 25 | 30 |
| Reduction | 25% | 0% | 0% |
| Pension entitlement | 37.5% =25*2%*(1-25%) | 50% =25*2% | 60% =30*2% |

* Normal retirement age of 60

Under an Early Retirement Scenario, the pension at retirement after 25 years of service is significantly higher than under the regular PSSA (50% vs 37.5%) because of the lack of penalty, however an employee may choose not to retire because the anticipated pension benefit may be insufficient to provide for their financial security.

According to information supplied by the Employer, the average age of Park Wardens (GT-04) is 38.5, and the average age of Park Warden Supervisors (GT-05) is 46.5.

Approximately 30% of Park Warden positions are seasonal (no pension contributions during seasonal lay-offs), so the value of their pensions will be lower relative to indeterminate employees who have more pensionable service. Given the age data and number of seasonal Park Wardens, the number of employees that might be able to retire without penalty (with any reasonable amount of pension benefit) in any given year are extremely low.

To conclude, Park Warden employees work in law enforcement. All are responsible for administering and enforcing the law for Parks Canada Agency, and these employees are required to meet considerable physical standards as part of their terms and conditions of employment. In short, for those working as Park Wardens, risk and danger are part of the job. Given the nature of the work and its importance in terms of ensuring safety and security at National Parks and Historic Sites, it is in the interest of Parks Canada Agency, the federal government and the broader Canadian public that employees in this occupational group have access to early retirement regime in order to avoid risks to public health and safety.

Within the broader law enforcement community, an early retirement scheme like the one proposed by PSAC is the norm rather than the exception, and what is being proposed by the PSAC is consistent with what is already being applied to law enforcement employees working for other federal employers. The costs of bringing retirement provisions for Park Wardens in line with those of other federal law enforcement workers are relatively limited. Considering this, the Union respectfully requests that the Commission recommend that the Employer provide the Union with a commitment to support modifying the pension plan of Park Warden employees in the bargaining unit so that they might be brought into line with other federal law enforcement personnel.

Testing and Certification

Park Wardens are resource law enforcement professionals who work in National Parks and National Historic Sites across Canada. Each employee must pass an intensive 12-week law enforcement training program at the RCMP Depot. Here, Park Wardens are trained in use of force, use of sidearms, law, and other basic law enforcement practices.

There are very strict entrance requirements to work as a Park Warden which include:

- 2 or 4 year post-secondary degree;
- prior law enforcement experience;
- passing the PARE test;
- medical evaluations;
- mental health screening, and
- obtaining a Secret Security Clearance.

Park Warden's must also pass a series of tests and re-certifications throughout their careers in order to maintain their employment. Ongoing evaluations include:

- Mandatory RCMP PARE testing every 3 years;
- Annual Certification Sessions – a week-long test of a Park Warden's ability, techniques, marksmanship, speed, decision making ability, and articulation; and
- Medical evaluations – every 5 years, or every 3 years after the Warden reaches 40 years of age.

It is because of the rigorous testing and re-testing that Park Wardens do that the Union is seeking some protection for these members in its proposal at XX.03. With such an investment in the training of Park Wardens and Park Warden Supervisors, the Employer should take reasonable steps to ensure that such valuable enforcement personnel are kept in its employ. The Union does not believe that it would be fair to punish Park Wardens who are unable to meet the requirements of recertification with a loss of their employment. Park Wardens should be given every opportunity to meet the Employer's stringent standards, and if they are unable to, the Employer should assist these employees in

finding alternate employment in the public service while protecting their salary. The Union feels this is especially true for Park Wardens who may have been injured on-the-job or while in training, recognizing that the Employer has a legal duty to accommodate such employees.

With respect to the Union's proposal at XX.03 (c), it believes it is reasonable that Park Wardens not be held to a higher standard of fitness than that which is required for regular RCMP members. The mandatory PARE test every few years is an exceptional requirement for Park Wardens, as no other federal law enforcement agencies require their officers to display this level of fitness throughout their entire careers, with the exception of elite Emergency Response Teams (e.g. RCMP and other Canadian police forces). Surely if Park Wardens were required to meet higher standards than the RCMP, their compensation would be more in line with those RCMP officers. Currently, Park Wardens meet that higher standard while earning much lower salaries.

Mental Health

The increasing attention being paid to mental health in Canadian workplaces has been going on for quite some time, but in the last few years the mental health of police and first responders has become a topic of news headlines. In part, this is because health and social service funding cuts have resulted in police becoming more and more the "first line of response" to those with mental health issues in our communities, a role that most of them are not professionally trained for, and one that causes a real amount of stress for them. Also, owing to the nature of the work and traumas they experience in carrying out their duties, first responders have been seen to struggle with issues like addiction, PTSD, depression and suicide (Exhibit A73).

Park Wardens, as law enforcement professionals are the first-line of response in Canada's National Parks and National Historic Sites. They are exposed to many of the same stressors that police officers are, and can be exposed to the same sorts of traumas that they face. As noted in a recent federal action plan on post-traumatic stress injuries,

those who work in public safety respond to crimes, attend at accident scenes and respond to natural disasters with the result that they are exposed to serious injuries, violence, threats to life and fatalities. By virtue of their line of work face they also face obstacles to their own well-being which include recurrent exposure to trauma, limited access to tailored treatment options and the stigma that doggedly persists around those struggling with mental health (Exhibit A74).

The three elements of the Unions proposals on Park Warden mental health are all initiatives that other employers (such as police forces) have undertaken with respect to their first responders, and that have demonstrated effectiveness in dealing with employee's mental health concerns. The Union feels that implementation of a peer support network, specialized training on issues of mental health and introduction of timely critical incident debriefing are critical parts of the supportive response from Parks Canada that our Park Warden members need.

It is perhaps not surprising then that Parks Canada is already beginning to implement some of these elements themselves. According to information received by the Union from its members, Parks Canada's Law Enforcement Branch (LEB) is instituting a 3-phase Mental Health and Wellness Plan (Exhibit A75). We understand that the first Phase has already begun with a focus on mental health awareness training (The Working Mind First Responder Leadership course) that is available to all staff within the LEB, including Park Wardens. The second part of the Employer's program is to develop a LEB Peer Support Team, which seems to be still in the planning phase and involves consultation with and contracting mental health professionals. With no details available on how the concept will be utilized for Park Wardens, the Union is unable to comment, other than to say it hopes that the Employer will also consult with our members prior to implementation, as they are ultimately going to be involved either as providers of peer support, receivers of support or in fact both.

Meanwhile, the Critical Incident Stress Management portion of the Employer's program is scheduled for 2019/20. This is also apparently in the planning stages, and as yet there

seems to be no details of what the critical incident response might look like, only that they will work with other functions within the Agency to "... develop a framework that will support all employees that are involved in critical incidents." Ideally, the Union would like to see with what it is proposing in XX.04 (c) is employees being offered the sort of defusing and debriefing process that CUPE suggests is part of a critical incident response plan that recommends for its first responders (Exhibit A76).

The Union believes that its proposals on Park Warden mental health are not in conflict with any of the Employer's plans in this area, and would be in fact a very demonstrable commitment on the Employer's part to support employee mental health by putting these provisions into the collective agreement. While the LEB's 3-phase plan is certainly appreciated by the members and the Union, the lack of any concrete language in our agreement that the Union can rely on, and the lack of detailed content or timelines of any sort leaves us wondering if all of this will actually materialize, or how long our members will have to wait for such necessary pieces as critical incident debriefing after all traumatic events. We do not know the scope of what other mental health supports might be offered, other than the standard Employer offers of EAPs and employer benefits plans. Clearly, this is an area where more is needed, and needed sooner rather than later.

NEW ARTICLE

DOMESTIC VIOLENCE LEAVE

PSAC 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.

EMPLOYER PROPOSAL

ARTICLE 48 LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

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)

RATIONALE

Domestic violence is a workplace issue: Research and Statistics

One-third (33.6%) of Canadian workers have experienced or are experiencing domestic violence (Exhibit A77)⁹⁴. These experiences affect our members' lives, health, job security and financial resources, and have a negative impact on workplaces. Based on the 2014 Pan-Canadian Survey on Domestic Violence and the Workplace, 6.5 per cent of workers in Canada are currently experiencing domestic violence (Exhibit A77). This means out of the approximately 5,869 members, 381 members are likely currently experiencing domestic violence, with approximately 1972 members experiencing domestic violence at some point in their life.

Domestic violence has a clear impact on workers and workplaces, with nearly 54 per cent of cases of domestic violence continuing at or near the workplace (Exhibit A77). With an estimated 381 members currently experiencing domestic violence, this means that there are possibly 206 cases of domestic violence continuing at or near PA, TC, SV and EB workplaces. Based on the 2017 Canadian study investigating the impact of Domestic Violence Perpetration on Workers and Workplaces, where perpetrators were interviewed, 71 per cent of perpetrators reported contacting their partner or ex-partner during work hours for the purpose of continuing the conflict, emotional abuse and/or monitoring (Exhibit A78). One third (34%) of perpetrators specifically report emotionally abusing and/or monitoring their partner or ex-partner during work hours. Of those who reported emotionally abusing their partner or ex-partner during work hours most used messages (calls, emails, texts; 92%) (Exhibit A78). Of those that reported they checked on and/or found out about the activities or whereabouts of their partner or ex-partner, over one-quarter reported that they went by their partners' or ex-partners workplace (27%) and/or their home or another place (29%) to monitor them (Exhibit A78).

Domestic violence is a complex problem with no simple, single solution. However, the union submits that enshrining robust measures in the Collective Agreement is an

⁹⁴ It is important to note that these figures do not capture domestic abuse on children, meaning the impact of domestic violence on our members is likely more alarming, since figures from the 2014 Pan-Canadian Survey on Domestic Violence deal only with intimate partner violence.

important step in supporting workers impacted by domestic violence, and functions to dismantle some of the stigma associated with domestic abuse that often leaves survivors dealing with abuse alone, in silence and without support (Exhibit A79). Anticipated stigma, the fear of not knowing whether stigmatization will occur if others knew about one's experiences of abuse, is a serious barrier that prevents survivors from seeking help (Exhibit A80). Strong collective agreement language sends a powerful message of support and understanding to survivors that their Union and Employer are working together to address domestic violence as not only a prevalent social problem but a significant workplace issue that will be compassionately dealt with via fair rules and trained individuals.

Domestic violence is an equity issue

Paid domestic violence leave days, protections and accommodations are provisions that all workers may need to use in their lives. However, it is important to note that domestic violence disproportionately impacts female workers, and in particular Indigenous workers, workers with disabilities and workers of the LGBTQ+ community. The Pan-Canadian survey results reveal that 38 per cent of women and 65 per cent of transgendered people have experienced domestic violence (Exhibit A77). Negotiating domestic violence provisions into the Collective Agreement is not simply the right thing to do but it also ensures equity and fairness for vulnerable workers.

The cost of doing nothing

Evidence demonstrates that the cost of doing nothing outpaces the cost of domestic violence leave on employers, society and the economy at large. Domestic violence in Canada is estimated to cost \$7.4 billion a year (Exhibit A81). According to the Department of Justice, spousal violence in Canada costs employers nearly \$78-million due to direct and indirect impacts of domestic violence.⁹⁵ When costing this proposal, it is essential to estimate how much inaction will continue to cost Canadians and employers.

⁹⁵ This figure is broken down into three main categories; lost productivity due to tardiness and distraction (\$68M), lost output from victims' absences (\$7.9M) and administration costs for victims' absences (\$1.4M) (Exhibit XX.). According to the Justice Department of Canada, "in the event of the victim resigning or being

According to a 2013 World Bank study, there is a clear link between domestic violence and economic growth (Exhibit A82). They found that domestic violence is a significant drain on an economy's resources, and in their cross-country comparison they revealed how countries they examined lost between 1.27 per cent and 1.6 per cent of their GDP due to intimate partner violence. It is also important to recognize that the take-up rate for domestic violence leave remains low in countries that have implemented paid leave. In Australia, for example, the take-up rate is only 0.3 per cent and 1.5 per cent for men and women respectively (Exhibit A83). While costs to employers are "likely to be largely or completely offset by the benefits to employers", data from Australia shows that incremental wage payouts were equivalent to only 0.02 per cent of payroll (Exhibit A82). The Union submits that the costs of doing nothing needs to be considered when costing this proposal.

Impact on Performance: XX.01 and XX.04

Survivors of domestic violence report that the violence had an impact on their ability to concentrate at work, had a negative impact on their work performance and on absenteeism. Of those who reported experience with domestic violence, 82 per cent said that domestic violence negatively affected their work performance, most often due to being distracted, or feeling tired and/or unwell, as a result of trauma and stress (Exhibit A77). Therefore, out of the estimated 381 members currently experiencing domestic violence, it is probable 312 PSAC members feel that domestic violence is negatively affecting their work performance. This reality needs to be an acknowledged and protective provisions outlined in the union's proposals at XX.01 and XX.04 are both reasonable and needed.

Treasury Board reached a settlement with CAPE's EC group in the most recent round of negotiations to include in the collective agreement an acknowledgement that experiencing domestic violence could impact productivity and agreed to language at

dismissed, employers face recruitment and retraining costs, but such data for spousal violence cases do not exist and so these costs are not included in the [\$78M] estimate".

21.18 (e) that specifically outlines that there will be no reprisals against survivors. The collective agreement provision reads as follows:

“The Employer will protect the employees from adverse effects on the basis of their disclosure, experience, or perceived experience of domestic violence”

(Exhibit A84).

Nav Canada is another example of a large federal employer that has agreed to add this type of protective provision in their collective agreement, outlining how no adverse action will be taken against an employee if their performance at work suffers as a result of domestic violence (Exhibit A85).

28.17 Family Violence Leave

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

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

The Government of Northwest Territories also has collective agreement language acknowledging that domestic violence may affect employees' performance (Exhibit A86).

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

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

“The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer and the bargaining agent agree that an employee’s culpability in relation to performance issues or potential misconduct may be mitigated if the employee is dealing with an abusive or violent situation and the misconduct or performance issue can be linked to that abusive or violent situation.”
(Exhibit A87)

The Employer’s proposal at Article 48.XX (a) is missing an acknowledgement of the reality that domestic violence impacts job performance and the Union’s proposal at XX.01 is seeking that this reality be acknowledged. As the parties are in agreement that domestic violence impacts attendance at work, the Union submits that an acknowledgement about performance would be a fair and reasonable provision.

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

Scope: XX.02

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

The most recent ACFO collective agreement with Treasury Board for the Financial Management (FI) group does not include the requirement that the perpetrator be an “intimate partner” (Exhibit A88).

Provincial employment standards from across the country also do not limit domestic violence leave to intimate partner violence and the Union submits that its language at

XX.02 is more appropriate as it is broad enough to include domestic violence perpetrated by more than just intimate or former intimate partners.

The Collective Agreement should also be clear that employers should not deny domestic violence leave that is necessary for the health, safety and security of the worker. The Union's proposal at the end of XX.02 is clear that workers shall be granted leave for "any necessary activities". There are a broad range of health, safety and security activities that a survivor may need paid leave time in order to address. A restrictive scope provisions would have unintended and potentially detrimental impacts on members who need access to paid leave to escape, avoid and deal with domestic violence.

The Government of the Northwest Territories recently agreed to domestic violence leave language that does not conflate domestic violence with intimate partner violence and appropriately outlines that employees can take paid leave for "any other necessary activities to support their health, safety and security" (Exhibit A86). These scope provisions are similar to other provincial employment standards on domestic violence.

Provincial employment standards that provide for domestic violence leave have broader and more realistic scope provisions than those being proposed by the Employer, and they align with the provisions submitted by the Union at XX.02. Provincial domestic violence provisions do not define domestic violence as requiring an element of current or past intimacy, and consistently allow workers to take domestic violence leave for any other necessary purpose (Exhibit A89).

The Employer's proposal at Article 48.XX (b) fails to provide sufficient flexibility for survivors of domestic violence and their families who may need to use paid leave time during scary and exhausting episodes of violence. Workers should be able to rely on broad collective agreement provisions that make it obvious they can make use of paid leave time and not worry whether their situation fits within a list of five specific and formal reasons outlined in the Employer's proposal in Article 48.XX (b). Testimonial evidence

collected in the 2014 Pan-Canadian survey reveal that survivors have a range of needs that require leave time and federal provisions ought to acknowledge this reality.

Quantum: XX.03

The Parties are in agreement.

Accommodation: XX.05

The Union's proposal at XX.05 is based on the reality that domestic violence doesn't just stop when survivors get to work, and that leave is only one part of the solution. More than half of those who have experienced domestic violence say that at least one type of abusive act has occurred at or near the workplace. Of these, the most common were abusive phone calls or text messages (41%) and stalking or harassment near the workplace (21%) (Exhibit A77). Providing employees with robust accommodation options such as changing their contact information, hours of work or shift pattern and work location are all ways in which workers can be more protected from violence in the workplace. Job transfer options and call screening options would also help survivors be safer at work. Job redesign or workload reduction are also measures that can help provide survivors with the support they need to continue to work while dealing with stressful, exhausting and violent situations beyond their control.

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

Confidentiality XX.06

The Union submits that enshrining confidentiality language in the Collective Agreement is reasonable, is outlined in other collective agreements, and is already a minimum standard in some provincial jurisdictions (Exhibit A89).

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

“All personal information concerning domestic violence will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee’s written agreement”.
(Exhibit A86)

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

28.17 Family Violence Leave

(d) The Employer shall:

- (i) ensure confidentiality and privacy in respect of all matters that come to the Employer's knowledge in relation to a leave taken by an Employee under the provisions of the "Family Violence Leave" in this Collective Agreement; and*
- (ii) identify a contact in Human Resources who will be trained in Family Violence and privacy issues. The Employer will advertise the name of the designated violence contact to all employees;*
- (iii) not disclose information in relation to any person except*

- 1) *to an employee as identified in d) ii) or agents who require the information to carry out their duties;*
 - 2) *as required by law; or*
 - 3) *with the consent of the Employee to whom the leave relates;*
 - (iv) *take action to reduce or eliminate the risk of family workplace violence incidents;*
 - (v) *promote a safe and supportive work environment;*
 - (vi) *ensure employees receive required training including both awareness and confidentiality aspects; and*
 - (vii) *follow the confidential reporting procedures.*
- (b) *No information shall be kept on an employee's personnel file without their express written agreement. (Exhibit A85)*

Canada Post and CUPW signed a letter of agreement in 2018 outlining that a policy would be drafted by the Parties that would “protect employees’ confidentiality and privacy while ensuring workplace safety for all” (Exhibit A90). Canada Post’s 2019 booklet for employees and team leaders specifically outlines that it is “essential to protect confidentiality” and “there is no requirement for the affected employee to provide documentation of any kind.”(Exhibit A91).

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

Most employers (71%) report having a situation where they needed to protect a domestic violence survivor, yet there remains an unfortunate gap in training for employees (Exhibit A92). Employers and employees require basic training to be able to recognize the warning signs of domestic violence victimization and perpetration and respond safely and appropriately. If domestic violence occurs at work the employer is liable, and both parties have an interest in ensuring the creation of appropriate domestic violence policies and training. The Union would like to ensure appropriate training, supports and policies are developed.

Canada Post and CUPW reached an agreement in 2018 that is nearly identical to PSAC’s proposals at XX.07 regarding a workplace policy. As discussed above, the letter of

agreement outlines that the parties shall draft a policy on preventing and addressing domestic violence in the workplace or affecting the workplace that shall be reviewed annually. The policy “shall explain appropriate actions to be taken in the event that an employee reports domestic violence. It shall also identify the process for reporting domestic violence, risk assessments and safety planning. The policy shall indicate available supports and protect employees’ confidentiality and privacy while ensuring workplace safety for all.” (Exhibit A90).

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

The Employer will develop a workplace policy on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all employees. Such policy shall explain the appropriate action to be taken in the event that an employee reports domestic violence or is perpetrating domestic violence, identify the process for reporting, risk assessments and safety planning, indicate available supports and protect employees’ confidentiality and privacy while ensuring workplace safety for all. The policy shall also address the issue of workplace accommodation for employees who have experienced domestic violence and include provisions for developing awareness through the training and education of employees”.

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

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

Evidence: Employer proposal 48.XX (d)

The Union believes that the Employer's language at 48.XX (d) does not belong in the Collective Agreement:

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

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

Being a survivor of domestic violence is a traumatizing and stigmatizing experience. According to a Government of Canada report, family violence is under-reported with only 19 per cent of persons who had been abused by a spouse reporting the situation to police (Exhibit A93). Almost two-thirds of spousal violence victims (63%) said that they had been victimized more than once before they contacted the police. Nearly three in 10 (28%) stated that they had been victimized more than 10 times before they contacted the police (Exhibit A94). Among the many reasons people don't report family violence are stigma, shame, and fear that they won't be believed. Moreover, employees experiencing violence at home may fear the reaction of their co-workers or fear that widespread knowledge of their situation may threaten their jobs or their upward mobility. Written documentation threatens confidentiality. The Union submits that the Employer's proposal introduces barriers that ignore the lived reality and context of domestic violence.

Moreover, the Employer's proposal itself is unclear on what could be considered "reasonably practicable" in terms of providing documentation that support the reasons for the leave; and unclear on who makes that decision. The Union recognizes that the Employer's proposal is derived from the Canada Labour Code but we believe this language creates a disincentive for employees to access the leave provided in this article. Moreover, other federal employers have recognized this as well. Explaining changes in

the federal legislation recently, Canada Post advised its managers that “there is no requirement for the affected employee to provide documentation of any kind.”

(Exhibit A91)

Domestic violence charges: Employer proposal 48.XX (e)

The Union has serious concerns about the Employer’s proposal at Article 48.XX (e) that workers will not be entitled to domestic violence leave if the worker has also been charged with an offence related to an act of domestic violence.

“Notwithstanding clauses .48.XX (b) and 48.XX(c), an employee is not entitled to domestic/family violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.”

Research by the Department of Justice has confirmed that dual charging – charging both parties even if one party’s violence was self-defensive – occurs with significant frequency as a result of pro-charging policies that require police to lay such dual charges (Exhibit A95). The Justice Department concludes that while

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

The Justice Department report recommends that:

“Where the facts of a particular case initially suggest dual charges against both parties, police should apply a “primary aggressor” screening model, [or] seek Crown review and approval of proposed dual charges for spousal violence, or do both” (Exhibit A95).

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

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

NEW ARTICLE

TERM EMPLOYMENT

PSAC PROPORSAL:

- 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.

RATIONALE

In section 7 of Treasury Board's Term Policy there is a three-year roll-over provision for term employees (Exhibit A96). The Union proposal at XX.07 is seeking to enshrine Treasury Board's policy language in the collective agreement. Term employees at Parks Canada do not have access to this longstanding three-year roll-over provision available to comparable workers in the core public service. Agencies like CRA and SSO have term roll-over provisions in their policies for term employees (Exhibit A97). The Union submits that there is a clear pattern of roll-over provisions in the public service and that there should be roll-over provisions for our members at Parks Canada. This basic provision helps ensure that term employees are treated fairly and are not unfairly stuck in a state of indefinite precarious work.

The Union's proposal is designed to ensure there are clear and fair rules in place regarding the use of term employment. For the most part, the Union's proposal is seeking to enshrine key segments of the existing Treasury Board policy on term employment in the collective agreement. For example, section 2 of Treasury Board policy makes clear that term employment should be to fill temporary business needs and that it should not be used as an alternative to indeterminate staffing. Likewise, section 7 of Treasury Board's policy outlines sunset funding rules and the Union is seeking this language enshrined in the collective agreement. The Union wishes to also have language in the collective agreement that clarifies that no artificial breaks in service should be used in order to further protect members.

Currently, there is a large percentage of term employees at Parks Canada and the Union's proposal language could help keep rates of term employment at a more reasonable level. As per employer provided data, term employees represent a quarter of our membership at a rate of 24.5 per cent. In the core public service, term employment represents 10.6 per cent of employees⁹⁶. Fairer terms and conditions for term employment, as proposed by the Union could help correct a disproportionately high reliance on term employment at Parks Canada.

⁹⁶ Government of Canada, Privy Counsel Office 26th Annual Report – Key data <https://www.canada.ca/en/privy-council/corporate/clerk/publications/26-annual-report/key-data.html>

NEW ARTICLE

PROTECTIONS AGAINST CONTRACTING OUT

PSAC PROPOSAL

- 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.

RATIONALE

Broad context:

The language proposed by the Union supports the protection of the integrity of the public service and is the same proposal that is tabled at our core tables. The Government of Canada makes yearly statements of congratulation to and acknowledgement of public service workers, including this one from June 2019, when the Honourable Joyce Murray, President of the Treasury Board, communicated:

“For more than 150 years, our public servants have been serving Canadians with dedication, making huge differences within and outside our country’s borders. That’s why Canada’s public service has been ranked the best in the world. Congratulations!”

(Exhibit A98)

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

“This week, we celebrate our dedicated public servants across Canada, who worked hard to deliver real results for Canadians. If we look at what Canada’s public service has accomplished this past year, it’s easy to see why it is one of the most effective in the world.” *(Exhibit A99).*

Therefore, it should not surprise the Employer that the Union has proposed language that supports the ongoing success of the public service, for generations to come. The proposed language introduces a ‘pause button’ on any ongoing and new contracting out initiatives that the Employer may be contemplating. This was echoed in the Union’s submission to 2019 Pre-Budget Consultations in the recommendations around Precarious Work and on Public-Private Partnerships (P3s) *(Exhibit A100)*. Securing protections and a framework for discussion within the Collective Agreement respects the continued valuable contributions of public service workers. Similar collective agreement language currently exists elsewhere in the core public service; Article 30: Contracting Out, in the CS agreement between PIPSC and the Treasury Board Secretariat, contains language that our proposal builds upon. *(Exhibit B1)*

A comprehensive, trained and secure public service is crucial to the ability of any government to continually provide the programs and services mandated by Parliament. Relying on contracted-out services rather than the professionalism, expertise and dedication of bargaining unit members does a disservice to the workers, the public service as a whole, the public and to the economy, as was touched on by *The Honourable Scott Brison* when he was President of the Treasury Board in May 2016.⁹⁷

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

Inclusion of such contract language also supports a public service created via a legislative framework, one that ensures appointment by merit and that the composition of the public service is an accurate reflection of the diversity of the people that it serves, throughout the various geographic regions. It also fosters meaningful consultation between the Employer and the Union, and values investments made in training and upgrades necessary for workers to succeed within the changing nature of their work environment.

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

“A handful of outsourcing firms have become parallel HR departments for particular federal government departments. Once a department picks its outsourcing firm, a very exclusive relationship develops. These private companies now receive so much in contracts every year that they have become de-facto wings of government departments. These new “black-box” wings are insulated from government hiring

⁹⁷ Government of Canada to Repeal Changes to Federal Public Service Labour Relations Measures, May 25, 2016 <https://www.canada.ca/en/treasury-board-secretariat/news/2016/05/government-of-canada-to-repeal-changes-to-federal-public-service-labour-relations-measures.html>

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

In essence, they have become a shadow public service without having to meet the same transparency standards of the actual public service. Evidence suggests the federal government is turning to personnel outsourcing, circumventing hiring rules by relying on pre-existing “standing offers” with outsourcing companies. As a result, outsourced contractors are no longer short-term or specialized — they are increasingly employed for years on a single contract.

In short, the growing and concentrated nature of outsourcing has created a shadow public service that works alongside the real public service — but without the same hiring practices or pay requirements”⁹⁸

Yet despite numerous concerns being raised, the practice has not abated under successive governments. Alarming, this includes the privatization of the operation of new federal heating plants in the National Capital Region, wrapped up in a P3 label.⁹⁹ Throughout that process, the PSAC has raised concerns around the lack of transparency of the project and the safety of both the public and of workers, and challenged the government’s statements around recruitment of qualified workers to the public service.

Parks Canada Statistics: Contracting Out and use of Temporary Help Service (THS)

The broader trend of increasing contracting out in the federal public service is also the case at Parks Canada. In fact, Parks Canada’s broad contracting out statistics are more significant than contracting out across the government.

⁹⁸ The Shadow Public Service: the swelling of the ranks of federal government outsourced workers, David Macdonald, Canadian Centre for Policy Alternative (CCPA), March 2011 <https://www.policyalternatives.ca/publications/reports/shadow-public-service>

⁹⁹ <http://psacunion.ca/unions-turn-heat-against-cooling-and-heating-plant>

The Government of Canada reports in the Public Accounts from 2017-2018:

- Total expenditure for THS workers \$117,005,801¹⁰⁰.
- Total expenditures for Professional and Special Services \$12,950,619,000¹⁰¹.
- Total personnel expenditures \$45,263,000,000¹⁰².

This means, contracted out work across the government is worth 29% of personnel expenditures. While a proportion of Professional and Special Services are specialized one off expenses (e.g. a specialized team to mitigate a toxic spill on a base for example), the Union submits that a significant portion of this is contracted out work that should be returned to the public sector. It is also important to note that THS numbers only reflect those listed as THS specifically, but there are many entries under different line items that can rightfully be called THS work and are in fact, expenditures paid to personnel firms such as Altis and Excel.

For Parks Canada, the percentage of contracted out work relative to personnel expenditures is significantly higher than in the core public administration. Moreover, the Employer's use of contracting out and temporary help services has increased significantly in recent years. According to 2017-2018 Public Accounts, Parks Canada expenditures are as follows:

- Total expenditure for THS \$802,507¹⁰³
- Total expenditure for Professional and Special Services \$219, 951, 533 ¹⁰⁴
- Total expenditure for Personnel expenditures \$415, 111,000 ¹⁰⁵

This means, at Parks Canada contracted work is worth 53% of personnel expenditures, which is nearly twice the rate of contracted out work in the core public service. In terms of increasing rates of contracting out and increasing reliance of temporary help services,

¹⁰⁰Government of Canada, Public Accounts of Canada 2017-2018, Volume III, Section 3 Professional and special services, [Sum of THS expenditures]. <https://www.tpsgc-pwgsc.gc.ca/recgen/cpc-pac/2018/vol3/ds3/index-eng.html>

¹⁰¹ Government of Canada, Public Accounts of Canada 2018 Volume II Details of Expenses and Revenues, Table 3a, p. 29. <https://www.tpsgc-pwgsc.gc.ca/recgen/cpc-pac/2018/pdf/2018-vol2-eng.pdf>

¹⁰²Government of Canada, Public Accounts of Canada, 2018, Volume I Section 3, Table 3.9 <https://www.tpsgc-pwgsc.gc.ca/recgen/cpc-pac/2018/vol1/s3/charges-expenses-eng.html#sh8>

¹⁰³ Government of Canada, Public Accounts of Canada 2017-2018- Professional and Special Services, p.17. <https://www.tpsgc-pwgsc.gc.ca/recgen/cpc-pac/2018/pdf/2018-vol3-ds3-eng.pdf>

¹⁰⁴ Government of Canada, Public Accounts of Canada 2017-2018- Professional and Special Services, p.18. <https://www.tpsgc-pwgsc.gc.ca/recgen/cpc-pac/2018/pdf/2018-vol3-ds3-eng.pdf>

¹⁰⁵Government of Canada, Public Accounts of Canada 2018-Details of Expenses and Revenues, p.23. <https://www.tpsgc-pwgsc.gc.ca/recgen/cpc-pac/2018/pdf/2018-vol2-eng.pdf>

Professional and Special Services expenditures increased approximately \$15,000,000¹⁰⁶ since 2016-2017 and THS expenditures have significantly increased since 2014-2015. In 2014-2015, Parks Canada reported via a House of Commons Order Paper THS expenditures at \$570,491 and that their reliance on THS doubled in 2016-2017, reaching \$1,250,048 (Exhibit B2). In the workplace these increases translate to hundreds of additional temporary staff being hired and based on Employer reported data these contracts last on average 127 days with an average hourly rate of pay of \$31.77 paid to THS Agencies (Exhibit B2). Overall, there has been a clear upwards trend in contracting out services and THS. As a result, the Union submits there is a growing need for protections against contracting out in the collective agreement.

Conclusion:

A strong public service also helps strengthen the economy. A new study suggests that hiring more federal public sector workers would benefit the Canadian economy and support a strong, diverse middle class.¹⁰⁷ The Union values that and asserts that the contract language being sought supports such goals.

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

Considering these facts, the Union respectfully requests that its proposal for the inclusion of a new article on Contracting Out be included in the Commission's award.

¹⁰⁶ Government of Canada, Public Accounts 2016-2017, Professional and Special Services, Section 3 p.18. http://epe.lac-bac.gc.ca/100/201/301/public_accounts_can/pdf/2017/2017-vol3-ds3-eng.pdf

¹⁰⁷ IRIS, The Public Services: an important driver of Canada's Economy, Sept 2019 https://cdn.iris-recherche.qc.ca/uploads/publication/file/Public_Service_WEB.pdf

NEW ARTICLE

MEDICAL APPOINTMENTS

PSAC PROPOSAL

Medical or Dental Appointments

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.

Medical Certificate

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).

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.

RATIONALE

The Union's proposals are designed to ensure consistency in terms of the application of certain practices across the bargaining unit.

At present the Employer's policy is that employees are provided 3.5 hours paid leave for medical and dental appointments that are initial and diagnostic in nature. However, for follow up appointments employees are required to use their sick leave.

There are a number of factors that are specific to this bargaining unit that render the application of this policy problematic. First, there are many employees in the bargaining unit that work in remote, rural locations where attending medical or dental appointments require an absence of more than 3.5 hours. Second, because of the fact workplaces can

be found in every province, territory and in virtually every geographical setting conceivable, the size and diversity of Parks Canada's operational settings has led to an inconsistent application of the policy.

The fact that many employees in the bargaining unit work shifts can also render the scheduling and attending of such appointments difficult. Lastly, the policy does not cover appointments that are recurring in nature, such as appointments required for on-going treatment or therapy.

The Union's proposal at XX.01 would address all of these problems. It would ensure consistency in terms of application. It would ensure that the practice is respected and maintained. It would ensure that employees living and working in remote areas are not disadvantaged in comparison with those that work in more populated areas where more services are available and close at hand. And it would ensure that employees that must undergo on-going treatment or therapy are not penalized. Lastly, the Union has acted in good faith by including language in its proposal that requires that employees make every reasonable effort to schedule medical and dental appointments outside of their working hours. Thus, the only time employees would have access to this leave is when they effectively have no alternative.

At XX.02 The Union is proposing that a medical certificate provided by a legally qualified medical practitioner shall be considered as meeting the requirements of paragraph XX.02. Recognizing that health practitioners and professionals are regulated, legislated and defined differently in every province, any attempt to define "health practitioner" must not be structured in a way that puts undue hardship on workers. Not all workers have access to the same range of health practitioners, and not all situations require the same care, diagnosis or treatment. If a qualified medical practitioner provides a note that is appropriate and reasonable to the worker's situation the leave or accommodation should not be denied.

Treasury Board has agreed to language that would protect against Employer abuses in this regard. As part of the new Employee Wellness Support Program (EWSP) currently being negotiated, between a number of federal public sector unions (PIPSC, IBEW, ACFO, CAPE) and Treasury Board, both sides have agreed on a common definition for a medical practitioner. This new definition reads as follows:

A physician, psychiatrist, dentist, or a nurse practitioner, in accordance with provincial or territorial laws and regulations, who is qualified to diagnose an illness or injury, and determine and/or provide medically necessary procedures or treatment to an employee for an illness or injury, and who is currently registered with a college or governing body to practice in their field.

The language contained in the parties' current collective agreement provides the Employer with excessive and unnecessary flexibility. As a result of the language in the current 33.02 (a) regarding the granting of Sick Leave with Pay, certain managers have taken the position that a medical certificate from a legally qualified medical practitioner is insufficient proof of employee illness, and that instead employees must visit an occupational health professional from Health Canada to get a second opinion.

Furthermore, the Union is proposing that employees shall be reimbursed for the cost of any medical certificate required by the Employer. When the Collective Agreement was first negotiated, employees were seldom if ever charged for doctors' notes verifying illness. Times have changed, however, and the cost of obtaining a medical report or certificate varies widely and can be significant. While doctors' notes can be important when there is a major medical condition requiring workplace accommodation, a significant number of notes are written to excuse absences for minor illnesses. This is widely acknowledged to be an employee management strategy, a way to reduce absenteeism by forcing the worker to "prove" his or her illness. However, those who cannot afford a medical note may then attempt to work while ill or unfit to work, risking their own and others' health and safety. This is a growing issue that needs to be addressed.

Similar language is contained in the three PSAC collective agreements with the House of Commons, stemming from a 2010 FPSLRB arbitral award (485-HC-45). Similar language was also awarded by the Board in interest arbitration for PSAC members at the Senate of Canada (FPSLRB 485-SC-51) and PSAC members at the Library of Canada in 2017 (Exhibit B3). Furthermore, after having presented its case to a Public Interest Commission with CFIA in 2013, the PIC agreed with the Union that the employers should reimburse employees for any medical certificate required by the Employer with the following rationale:

Given that it is at the employer's discretion to request a medical certificate, the PIC recommends that the collective agreement be amended to provide for reimbursement for any medical certificate required by the employer to a maximum of \$35. (Exhibit B4)

Hence the Union is simply proposing that the standards that currently exist for other federal workers and that have been deemed reasonable by arbitrators be put in place for workers in the core public administration.

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

NEW ARTICLE

SOCIAL JUSTICE FUND

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.

RATIONALE

The PSAC's Social Justice Fund was established at its triennial Convention on May 1, 2003. The mandate of the PSAC Social Justice Fund, adopted by the PSAC's National Board of Directors in January 2003, is to support initiatives in five areas:

- International development work;
- Canadian anti-poverty and development initiatives;
- Emergency relief work in Canada and around the world;
- Worker-to-worker exchanges;
- Workers' education in Canada and around the world.

PSAC has joined the Labour International Development Committee (LIDC), composed of CLC affiliates with social justice funds similar to the PSAC's – i.e. the Unifor Social Justice Fund, the CUPE Union Aid, the CEP Humanity Fund, the IWA International Solidarity Fund and the Steelworkers Humanity Fund. The Membership in the LIDC will provide the PSAC Social Justice Fund with access to matching funding from the Canadian International Development Agency (CIDA).

In Canada today, more than 160 collective agreements between Canadian unions and large employers include funding for solidarity or humanities funds. Since its creation in 2003 more than a hundred employers contributed to the Social Justice Fund. The PSAC's

Social Justice Fund is not financially significant but when put with other monies being negotiated by the PSAC, can have a huge impact on the lives and livelihood of workers in countries where human rights are minimal. The federal government is committed to increasing foreign aid, and directly supports Union Humanities, Solidarity and Social Justice Funds through matching contributions from CIDA and indirectly through the Income Tax Act.

In short, the Union's proposal is consistent with the practice of large unionized private sector employers in Canada, and it is consistent with and supportive of government policy with regard to foreign aid and international development. Thus the Union respectfully requests that its proposals be included in the Board's recommendations.

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**

PSAC 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.

RATIONALE

During the last round of bargaining with Treasury Board, PSAC obtained a commitment from Treasury Board to establish a Joint Committee to better address the child care needs of PSAC members in the core public service (Exhibit B5). The work of the Joint Committee began in September 2017 and the committee received information from child care experts on the state of child care in Canada and on the application of the Treasury Board policy on workplace day care. The joint committee also reviewed collective agreements, policies, resources and measures available that could provide employees with young children assistance in managing work-family balance. A final report with a set of recommendations was signed by both parties on January 22nd, 2019 (Exhibit B6). Overall, the joint committee was successful in exploring a range of issues facing members such as the alarming cost of childcare across the country, lack of spaces especially for infants, and the importance of early information and action for parents. While the committee was successful in writing a joint report with recommendations it did not focus on some of the unique intersecting barriers workers at Parks Canada face.

As a result, the Union wants to ensure that the excellent collaborative work of the Joint National Child Care Committee is not set aside as it can be reviewed and used by Agencies like Parks Canada to address unique childcare challenges facing their workers. The Union's proposal would continue the work of the Joint National Child Care Committee but within the Parks context. This MOU is nearly identical to the MOU agreed to last round by Treasury Board outside of two technical responsibilities for the committee. Since Parks does not have workplace childcare the Union is not proposing a review of workplace childcare. Second, now that a relevant joint report has been completed it makes sense that a Parks specific joint committee would review recommendations and findings so that work is not duplicated and to see if any proposed solutions make sense within the Agency context.

Parks Context

In the next 10 years, the Employer will be hiring hundreds of younger workers, many of whom have or will be starting families. These young workers will join a large number of

existing employees who often have unique child care needs, given the nature and locations of work at Parks Canada. There are many interlocking challenges and barriers facing members who require childcare at Parks Canada. Parks Canada's workplaces range from literally coast to coast to coast, with many employees working in rural or isolated areas. Unfortunately, in Canada there exist numerous childcare deserts, where childcare availability is scarce especially for infants under 18 months. According to a 2018 Canadian Centre for Policy Alternatives study, "an estimated 776,000 children (44% of all non-school aged children) live in child-care deserts [where] "communities are parched for available childcare"¹⁰⁸. More importantly, the study reveals that this rate of scarcity increases in rural areas where the scarcity of childcare is more significant. This is important because many workers at Parks Canada are located in rural areas that don't have adequate access to licensed childcare. Meaning workers at Parks Canada who require childcare are likely disproportionately impacted by Canada's childcare crisis.

The seasonal nature and frequent non-standard hours worked at Parks Canada make childcare even more challenging. At Parks Canada, the workforce peaks between May and October as there is a high percentage of seasonal workers and the summer months are busy for our members on the canals, at national parks and national historic sites. With school aged children out of school for the summer, there are a number of childcare needs and barriers facing Parks Canada workers that extend beyond infant care and non-school aged children. Moreover, many members work shifts, non-standard hours, compressed schedules or on standby in rural, remote and isolated areas. Many of these compounding challenges are different than the majority of workers in the core public administration and a Parks specific joint committee would be well positioned to explore challenges and potential solutions. Presently, the Parties do not have Parks specific data on how members are impacted by the national childcare crisis and a technical committee could work towards filling this void.

¹⁰⁸ MacDonald, David. Child Care Deserts in Canada, Canadian Centre for Policy Alternatives, June 2018, p.5.<https://www.policyalternatives.ca/sites/default/files/uploads/publications/National%20Office/2018/06/Child%20Care%20Deserts.pdf>

Working together to find partial solutions to the childcare crisis in Canada can help eliminate barriers to women's participation in the labour market and make it easier for parents to go to work without concerns about the safety and well-being of their children. The PSAC-TB Joint Committee's recommendations are a clear demonstration that there is a common understanding between both parties about the challenges the Federal Government is facing when it comes to child care. We believe there is a common recognition that this discussion should be ongoing and that the next logical step is for Agencies like Parks Canada to join the discussion.

Business Case

Investing time in finding childcare solutions helps to ensure parents, most often women, remain in the workforce. This isn't simply good for recruitment and retention; this is good for the Canadian economy. According to a 2017 IMF study entitled "Women are Key for Future Growth: Evidence from Canada" investments in childcare should be part of Canada's growth strategy as increasing female labour force participation is key to GDP growth¹⁰⁹.

Because of the dispersed nature of Parks Canada and the fact they are often the biggest employer in small regions, there's significant opportunity for Parks Canada to explore potential partnerships with provincial and federal government, information sharing, and creative solutions that will have a positive impact on the workplace.

Conclusion:

The Union submits that this MOU is an important first step in achieving better support for our members with children and address the unique challenges faced by employees who work predominantly in the summer season, in rural/remote areas as well as non-standard hours, on standby or shift work. Thus, the Union respectfully requests that its proposals be included in the Board's award.

¹⁰⁹ Petersson, B. et al. Women are Key for Future Growth: Evidence from Canada. International Monetary Fund. July 19, 2017. <https://www.imf.org/en/Publications/WP/Issues/2017/07/19/Women-Are-Key-for-Future-Growth-Evidence-from-Canada-45047>

NEW APPENDIX

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

PSAC PROPOSAL

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

The 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:

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; and
3. monitor the work of the Centre of Expertise and adopt best practices highlighted by the COE.

RATIONALE

In March 2015, the President of the Treasury Board of Canada and the President of the Public Service Alliance of Canada reached an agreement to establish a Joint Task Force to address mental health in the workplace. The Task Force produced three reports as part of its mandate, and following the first report, a federal Centre of Expertise on Mental Health in the Workplace was created in the spring of 2017. The Union believes that the excellent work done by the Joint Task Force needs to be built upon and that Parks

Canada should take the necessary steps, through a commitment in this collective agreement, to align itself with work happening in the core public service. The Union submits there is significant value in making a commitment to work collaboratively towards the National Standard of Canada for Psychological Health and Safety in the Workplace, to monitor the Park's mental health strategy and monitor/adopt best practices coming out of the Centre of Expertise on Mental Health.

The issue of mental health in federal workplaces is not going away, and indeed appears to be worsening over time (Exhibit B7). The 2018 Public Service Employee Survey (PSES) results specific to Parks Canada employees demonstrate that there are gaps in addressing mental health in the workplace¹¹⁰. When employees were asked if they would describe their workplace as being psychologically healthy, close to a quarter of the Parks Canada (23 per cent) respondents disagreed. When asked if they thought Parks Canada was doing a good job of raising awareness of mental health in the workplace, a fifth of the respondents (20 per cent) disagreed, as opposed to 13 per cent of the core public service respondents at the same question. Additionally, 29 per cent of Parks Canada respondents indicated they feel emotionally drained after their workday and close to a fifth (19 per cent) said their work-related stress is high or very high. Since survey results demonstrate a gap between Parks Canada and the core public service, the Union maintains that if there is an ongoing need for the core public service to engage in meaningful collaborative work on mental health in the workplace, the same should be done at Parks Canada.

Like workers across the core public service, Parks Canada employees are exposed to psychological and physical hazards at work. The Union submits that it is important for the parties to work together to build a successful psychological health and safety system. Members at Parks work with the public, can be first responders on potentially dangerous scenes at National Parks, perform law enforcement duties, assist law enforcement, deal

¹¹⁰ 2018 Public Service Employee Survey Results for Parks Canada, Public Service Employee Survey, Treasury Board Secretariat, <https://www.tbs-sct.gc.ca/pses-saff/2018/results-resultats/bq-pq/88/org-eng.aspx#s10>

with natural disasters and can find themselves in a variety of emotionally taxing and stressful circumstances. Without doubt the nature of work at Parks Canada can have an impact on mental health and the Union believes there's a need to enshrine a commitment with principles in the collective agreement to address the important issue of mental health in the workplace.

The Union respectfully requests that the proposals be incorporated into the Commission's recommendation.