



**SUBMISSION OF THE  
TREASURY BOARD  
TO THE PUBLIC INTEREST COMMISSION  
IN RESPECT OF THE  
PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP**

**CHAIRPERSON: Mr. Morton Mitchnick**  
**MEMBERS: Mr. Jean-François Munn**  
**Ms. Carol Wall**

**OTTAWA December 4, 5, 6 and 7, 2019**

IN THE MATTER of the *Federal Public Service Labour Relations Act* and a dispute affecting the Public Service Alliance of Canada and Her Majesty in Right of Canada as represented by the Treasury Board in respect of all of the employees in the Program and Administrative Services Group bargaining unit as determined in the certificate issued by the Federal Public Sector Labour Relations Board and Employment on February 21, 2007.

## **FOREWORD**

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

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## INTRODUCTION

The Public Service Alliance of Canada (PSAC) and Treasury Board were engaged in negotiations between May 2018 and May 2019 to renew the collective agreement for the Program and Administrative Services (PA) group, which expired on June 20, 2018.

The PA group is the largest single bargaining group in the Core Public Administration (CPA). It is defined in the Canada Gazette as:

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

In accordance with the *Federal Public Sector Labour Relations Act* (FPSLRA), the PSAC served notice to bargain with the Employer by letter dated April 12, 2018. The parties met for negotiations for a total of 10 days in 4 sessions between May and November 2018.

The PSAC declared impasse and filed for the establishment of a Public Interest Commission (PIC) on December 11, 2018. The Chairperson of the Federal Public Sector Labour Relations and Employment Board (FPSLREB) advised the parties on January 29, 2019, that she was not recommending the establishment of the PIC and encouraged the parties to resume negotiations. In her decision, the Chairperson indicated that she was not satisfied that the parties had bargained sufficiently and seriously, nor was she convinced that impasse had been reached.

After additional negotiation meetings in the winter and spring of 2019, the PSAC submitted a request to the Board on May 7 for the reactivation of their request.

This document presents the Employer's position on the outstanding issues between the parties, including rates of pay. The document also provides relevant contextual information pertaining to the current round of bargaining and the PA group.

The Employer brief is organized as follows:

- **Executive Summary**
- **Part I** provides a status update on the current round of negotiations for the Core Public Administration (CPA) as a whole, and for the PA group.
- **Part II** presents information on recruitment and retention, external comparability, internal relativity, the government's economic and fiscal circumstances, and provides total compensation figures for the PA group and its sub-groups.
- **Part III** presents the Employer's submission for rates of pay and duration, and the associated rationale, as well as a response to the PSAC's proposals.
- **Part IV** details the Employer's position on other outstanding proposals.
- **Part V** provides information on the PA bargaining unit, including the group definitions and qualifications standards.

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## EXECUTIVE SUMMARY

The Government of Canada is committed to good faith negotiations and has a history of negotiations that are productive and respectful of its dedicated workforce. Its approach to collective bargaining is to negotiate agreements that are reasonable for Public Service employees, bargaining agents, and the Canadian taxpayers.

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

All 34 agreements cover a four year period, and include pattern economic increases of 2.0%, 2.0%, 1.5% and 1.5%.

The settlements also include targeted improvements valued at approximately 1% over the term of the agreements. For most of the 34 groups, these improvements take the form of wage adjustments staggered over two years: 0.8% in year 1 and 0.2% in year 2. This includes the Economics and Social Services (EC) group represented by the Canadian Association of Professional Employees (CAPE), the Financial Management (FI) group represented by the Association of Canadian Financial Officers (ACFO), and the Architecture, Engineering and Land Survey (NR) groups represented by the Professional Institute of the Federal Public Service (PIPSC). For some other groups, including the Audit, Commerce and Purchasing (AV), the Health Services (SH) groups represented by PIPSC, and the Foreign Service (FS) group represented by Professional Association of Foreign Service Officers (PAFSO), the parties jointly agreed to distribute the 1% differently based on the specific circumstances of each group; however, the total value of those targeted adjustments does not exceed 1%.

For all the agreements settled to date, the overall average annual increase is 2.0% per year over four years, before calculating the compounding effect. This takes into account the pattern economic increases of 2%, 2%, 1.5% and 1.5%, and the targeted increases valued at 1% over the term of the agreements.

Moreover, the settlements include a number of government-wide improvements that increase the overall value of the changes to the collective agreements. These include the introduction of new leave provisions for domestic violence and

caregiving, improvements to the maternity and parental leave and allowance provisions, as well as an expansion to the definition of family that broadens the scope of certain leave provisions.

In addition, all the 34 agreements include the identical Memorandum of Understanding (MOU) on the implementation of collective agreements. The MOU outlines the new methodology for calculating retroactive payments and provides for longer timelines for implementing the agreements. The MOU also includes accountability measures and reasonable compensation for employees in recognition of the extended timelines.

Given the pay and HR systems in place and the ongoing challenges with pay administration, the Government of Canada has no flexibility to implement agreements on a different basis than what is included in the negotiated MOU. Agreeing to a different implementation process and timelines would represent bad faith bargaining on behalf of the Government, as it would be agreeing to something that it cannot fulfill.

The data and analysis included in this presentation, which include information on recruitment and retention, external comparability, and the total compensation package provided to employees in the PA group, does not support providing economic increases and other non-monetary improvements to the PA group that deviate from the established pattern with the 34 groups in the federal public service. The information demonstrates that these employees benefit from competitive terms and conditions of employment and that the Employer's offer is reasonable and fair in the current economic environment.

### Recruitment and Retention

Section 175 of the FPSLRA states that a public interest commission must take into account recruitment and retention considerations in the conduct of its proceedings and in making its report:

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

The information on recruitment and retention strongly suggests that compensation levels for the PA group are appropriate to attract and retain a sufficient number of employees. There is no indication that increases above the pattern established to date for the federal public service with represented employees are needed to recruit and retain employees in the PA group.

The departments hiring PA employees, which include most CPA departments, have not identified widespread recruitment and retention issues for the PA group.

External separations, especially as they pertain to voluntary separations for reasons other than retirement, are very low – only 0.7% of employees in the PA bargaining unit. In addition, departments run very successful recruitment processes for the PA group.

The Public Service Employee Survey (PSES) results indicate a high level of job satisfaction in the PA group as a whole, approximately 80% of employees in the group report liking their job. This further supports the notion that the PA group is healthy from a recruitment and retention standpoint.

### External Comparability

Section 175 of the FPSLRA also states that a public interest commission must take into account external comparability in the conduct of its proceedings and in making its report:

*(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;*

As noted in the 2019 pay study conducted by Mercer, an independent HR firm with significant expertise in conducting wage comparability studies, the 2017 salaries paid to employees in all the sub-groups of the PA group are competitive with the 2018 salaries paid in the external market for comparable jobs. In fact, many sub-groups benefit from pay rates that are significantly higher – up to 14% - than what is provided for similar jobs in the broader Canadian economy.

Moreover, the wage growth for all PA sub-groups, which ranges from 38.4% to 44.8%, has significantly outpaced cumulative increases as represented by the change in CPI inflation (36.8%) between 2000 and 2017.

### Bargaining Agent Proposals

The Bargaining Agent has submitted an extensive list of proposals in this round of bargaining. The PSAC has tabled 19 proposals that are common to all PSAC groups, including above pattern economic increases, two additional Designated Paid Holidays per year, and increased vacation leave entitlements. The PSAC has also tabled 75 changes that are specific to the PA table, including increases to leave provisions, new allowances, and other monetary and non-monetary elements that currently do not exist in the PA agreement and /or in other collective agreements in the CPA.

As noted in the table below, The PSAC monetary proposals are significant and represent a total ongoing cost of approximately \$1.82B or 28.92% of the 2018 PA group wage base.<sup>1</sup>

<b>BARGAINING AGENT KEY MONETARY PROPOSALS</b>	<b>ONGOING COST</b>	<b>% OF WAGE BASE</b>
Above pattern economic increase of 3.25% over three years	\$637,206,170	10.07%
Wage restructures and adjustments: <ul style="list-style-type: none"> <li>• Add two new maximum steps and drop current bottom two steps for all groups</li> <li>• Add additional 4% step for AS-05 and PM-05</li> <li>• A 6.0% market adjustment on new pay scales for all employees in the DA sub-group</li> <li>• A 7.0% market adjustment on new pay scales for all employees in the ST sub-group</li> </ul>	\$475,341,557	7.51%
Increase in Overtime Meal Allowance from \$10 to \$15	\$697,235	0.01%
Increase the compensation advisor allowance from \$2,500 to \$3,500 and extend to other levels working on pay-related matters.	\$6,290,505	0.10%
New \$2K Public Safety Allowance	\$21,169,980	0.33%
New \$3K allowance for PM-05 and PM-06 for the performance of duties as Fisheries Officers	\$351,000	0.01%
New \$7K Primary Responsibility Allowance	\$12,448,800	0.20%
<b>TOTAL (all proposal that have a monetary impact)<sup>2</sup></b>	<b>\$1,829,904,982</b>	<b>28.92%</b>

The Employer's position is that the Bargaining Agent's proposals are inconsistent with the replication principle, where the results of a third party process should replicate as closely as possible what would have been achieved had the parties negotiated a settlement on their own. The Employer submits that the Bargaining Agent's proposals do not reflect what the parties would have bargained.

<sup>1</sup> The ongoing costs are based on March 2018 population and compensation data for PA employee – this is referred to the wage base throughout his document.

<sup>2</sup> Other bargaining agent monetary proposals are detailed at Part III.

Additionally, the PSAC's proposals are unsubstantiated based on available data and associated metrics related to recruitment and retention and internal and external comparability.

### Employer Proposals

The Employer is of the view that the PA agreement is a mature agreement that does not require major changes. As such, the Employer is submitting a reduced package of proposals that includes modest economic increases and changes to leave provisions that are aligned with what has been agreed to with 34 other groups in the current round of bargaining.

The Employer's monetary proposals, with the associated costs, are included below.

<b>EMPLOYER MONETARY PROPOSALS</b>	<b>ONGOING COST</b>	<b>% OF WAGE BASE</b>
Pattern economic increases over four years: 2.0%, 2.0%, 1.5%, and 1.5%	454,611,448	7.18%
An additional 1% for group-specific adjustments	\$66,819,560	1.06%
10 days of paid leave for Domestic Violence	\$839,623	0.01%
Expanded provisions for definition of Family (various articles)	\$3,650,536	0.06%
Parental leave without pay (standard/extended period)	Cost neutral	0.0%
Caregiving Leave without Pay related to critical illness	\$4,695,113	0.07%
<b>TOTAL</b>	<b>\$531,697,231</b>	<b>8.40%</b>

The Employer's proposal also includes the MOU on the implementation of the collective agreement negotiated with the 34 other groups in the federal public service. Given the pay and HR systems in place and the associated challenges, the Government of Canada has no flexibility to implement agreements on a different basis. Agreeing to a different implementation process and timelines would represent bad faith bargaining on behalf of the Government, as it would be agreeing to something that it cannot fulfill.

Given the high volume of outstanding proposals submitted by the Bargaining Agent, the Employer requests that the PSAC target a limited number of proposals that take into account the current collective bargaining landscape and recent negotiation outcomes with other federal public service bargaining agents. The large number of proposals make it challenging for the parties to identify and focus their work on key priorities; a more limited number of proposals is expected to

meaningfully improve the likelihood of settlement. The Employer respectfully suggests that the Commission issue a direction in that regard and direct the parties to return to negotiations with a reduced number of proposals, prior to the issuance of the Commission's report.

### Damages related to the Phoenix Pay System

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

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

The Employer is open to continuing discussions with the PSAC to conclude an agreement on Phoenix damages, recognizing that PSAC employees should be compensated for the damages incurred related to the Phoenix pay system. However, the Employer respectfully submits that Phoenix-related damages should not influence this Committee's deliberations. This issue is pending resolution at a different forum, and in the event that the parties fail to reach an agreement, the FPSLREB is the appropriate forum for third party resolution.

## Table of Contents

<b>FOREWORD</b> .....	<b>I</b>
<b>INTRODUCTION</b> .....	<b>II</b>
<b>EXECUTIVE SUMMARY</b> .....	<b>IV</b>
<b>PART I – STATUS OF NEGOTIATIONS</b> .....	<b>14</b>
1.1 NEGOTIATIONS IN THE FEDERAL PUBLIC SERVICE .....	15
Table 1: Bargaining Units with New Collective Agreements - CPA.....	15
Separate Agencies.....	16
Table 2: Bargaining Units with New Collective Agreements - Separate Agencies.....	17
Common Items Negotiated for the Core Public Administration and Separate Agencies .....	17
1.2 NEGOTIATIONS WITH THE PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP.....	20
Table 3: Proposals Agreed to by the Parties (In Principle) .....	20
Bargaining Agent Proposals .....	21
Table 4: Bargaining Agent Monetary Proposals .....	21
Employer Proposals .....	23
Table 5: Employer's Monetary Proposals .....	23
Damages related to the Phoenix Pay System .....	24
<b>PART II – CONSIDERATIONS</b> .....	<b>25</b>
2.1 RECRUITMENT AND RETENTION.....	27
Table 6: Population.....	28
Table 7: Hiring .....	29
Table 8: Separations .....	31
Table 9: Job advertisements.....	34
Public Service Employee Survey Results .....	35
Table 10: Overall Job Satisfaction.....	35
2.2 EXTERNAL COMPARABILITY .....	35
Summary of previous External Wage Studies .....	36
Table 11: Wage Study Results .....	37
Table 12 a): Parole Officer External Wage Comparison.....	38
Table 12 b): Parole Officer Supervisor External Wage Comparison.....	39
Total Compensation Study.....	39
Table 13: Total Compensation Study Results .....	40

2.3. INTERNAL RELATIVITY.....	41
2.4 THE STATE OF THE ECONOMY AND THE GOVERNMENT'S FISCAL SITUATION.....	41
Real GDP growth .....	41
Table 14: Real Gross Domestic Production, Year-over-year growth .....	42
The Consumer Price Index .....	42
Table 15: Canada's Major Economic Indicators, year-over-year growth .....	43
Table 16: PA Wage Growth vs. CPI 2000 - 2017 .....	43
Canadian employment growth .....	43
Working conditions in the Public Sector versus the Private and other Sectors.....	45
Hourly wages for the PA group relative to the Private Sector .....	47
Fiscal Outlook.....	48
Risks to the Outlook .....	49
2.5 REPLICATION PRINCIPLE .....	50
Settlements to Date in the Federal Public Service.....	51
Provincial and Territorial Government Compensation .....	51
2.6 TOTAL COMPENSATION .....	52
METHODOLOGY .....	54
<b>PART III – EMPLOYER'S SUBMISSION FOR RATES OF PAY AND RESPONSE TO PSAC'S PROPOSALS.....</b>	<b>55</b>
Table 17: Employer and Bargaining Agent Wage Proposals .....	56
<b>PART IV – EMPLOYER'S SUBMISSION ON OTHER OUTSTANDING ISSUES .....</b>	<b>58</b>
4.1 COMMON PROPOSALS FOR ALL PSAC GROUPS.....	60
Article 10 – Information .....	61
Article 11 – Check-Off.....	63
Article 12 – Use of Employer Facilities .....	65
Article 13 – Employee Representatives .....	67
Article 14 - Leave With or Without Pay for Alliance Business.....	69
Article 17 – Discipline.....	72
Article 20 – Sexual Harassment.....	73
Article 24 – Technological Changes .....	77
Article 30 – Designated Paid Holidays .....	81
Article 34 – Vacation Leave with Pay.....	84
Article 35 – Sick Leave with Pay .....	86
Article 40 – Parental Leave Without Pay .....	88
Article 42 – Compassionate Care and Caregiving Leave .....	109
Article 57 – Employee Performance Review and Employee Files.....	113

Article 65 – Pay Administration .....	114
New Article – Domestic Violence Leave .....	121
New Article – Protections against Contracting Out .....	127
Appendix D – Workforce Adjustment (WFA).....	129
Appendix F – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Implementation of the Collective Agreement .....	144
Appendix M – Memorandum of Understanding between the Treasury Board and the Public Service Alliance of Canada with respect to Mental Health in the Workplace .....	151
Appendix N – Memorandum of Understanding between the Treasury Board and the Public Service Alliance of Canada with respect to Child Care .....	156
Appendix O – Memorandum of Agreement on Supporting Employee Wellness.....	160
New Appendix – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada.....	162
<b>4.2 PROPOSALS SPECIFIC TO THE PA GROUP .....</b>	<b>165</b>
Article 2 – Interpretation and Definitions .....	167
Article 3 – Application.....	169
Article 25 – Hours of Work .....	170
Article 27 – Shift and Weekend Premiums .....	174
Article 28 – Overtime.....	175
Article 34 – Vacation Leave With Pay.....	179
Article 37 – Injury-On-Duty leave .....	183
Article 39 – Maternity-Related Reassignment or Leave .....	186
Article 44 – Leave for Family-Related Responsibilities.....	187
Article 47 – Bereavement Leave with Pay .....	190
Article 55 – Statement of Duties .....	192
Article 58 – Call Centre Employees .....	193
Article 60 – Correctional Service Specific Duty Allowance .....	196
Article 67 – Duration.....	198
New Article – Pre-Retirement Leave.....	199
New Article – Public Safety Allowance .....	200
New Article – Primary Responsibility Allowance.....	203
New Article – WP Specific Working Conditions .....	205
New Article – Indigenous Language Allowance.....	207

Appendix A-2 – All Groups Canada Border Services Agency (CBSA) Employees .....	208
Appendix B – Memorandum of Agreement Respecting Sessional Leave for Certain Employees of the Translation Bureau .....	210
Appendix C – Memorandum of Understanding with respect to a Joint Learning Program .....	213
Appendix E – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Study on the Work Environment for Employees Working in Call Centres .....	216
Appendix G – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Occupational Group Structure Review and Classification Reform .....	218
Appendix J – Memorandum of Understanding Between the Treasury Board (hereinafter called the Employer) and the Public Service Alliance of Canada (hereinafter called the Alliance) in Respect of the Program and Administrative Services Group: Retention Allowance for Employees Involved with the Performance of Compensation and Benefits Duties .....	221
New Appendix – Memorandum of Understanding Between the Treasury Board of Canada Secretariat and the Public Service Alliance of Canada in Respect of the Program and Administrative Services Group – Incentives for the Recruitment and Retention of Compensation Advisors .....	223
New Appendix – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Parole Officer Caseload .....	227
New Appendix – Memorandum of Agreement with Respect to Administrative Suspensions Pending Investigations .....	228
New Appendix – Memorandum of Understanding in Respect of Employees in the Program Administration (PM) Group Working as Fishery Officers .....	230
<b>PART V – PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP DEFINITION. 231</b>	
PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP DEFINITION .....	232
ADMINISTRATION SERVICES (AS) .....	235
COMMUNICATIONS (CM) .....	237
CLERICAL AND REGULATORY (CR).....	240
DATA PROCESSING (DA) .....	243
INFORMATION SERVICES (IS).....	247
OFFICE EQUIPMENT (OE).....	249
ORGANIZATION AND METHODS (OM (FORMS DESIGN) .....	252
PROGRAMME ADMINISTRATION (PM).....	254
SECRETARIAL, STENOGRAPHIC, TYPING (ST) .....	256
WELFARE PROGRAMS (WP) .....	259

## **Part I – Status of Negotiations**

## 1.1 Negotiations in the Federal Public Service

The Government of Canada is committed to bargaining in good faith with all federal public sector bargaining agents. The Government's approach is to negotiate agreements that are reasonable for employees, bargaining agents and Canadian taxpayers.

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

### Core Public Administration

Since the spring of 2018, the Treasury Board of Canada Secretariat (TBS) has been engaged in negotiations on behalf of the Treasury Board, the Employer of the CPA, with more than 10 bargaining agents for the renewal of collective agreements representing more than 175,000 employees.<sup>3,4</sup>

TBS successfully concluded collective agreements for 17 CPA groups with 11 bargaining agents. These 17 collective agreements cover employees represented by some of the largest bargaining agents, including the PIPSC, CAPE and ACFO.

Table 1 below lists the bargaining units with new collective agreements, their union affiliation and population as of March 2018.

**Table 1: Bargaining Units with New Collective Agreements - CPA**

CPA BARGAINING UNIT	BARGAINING AGENT	POPULATION
EC - Economics and Social Science Services	CAPE	14,777
SP - Applied Science and Patent Examination	PIPSC	7,647
AV - Audit, Commerce and Purchasing	PIPSC	5,783
FI - Financial Management	ACFO	4,776
NR - Architecture, Engineering & Land Survey	PIPSC	3,541
SH - Health Services	PIPSC	3,100

<sup>3</sup> The Treasury Board of Canada negotiates the collective agreements for more than 80 departments and agencies named in Schedule I and Schedule IV of the Financial Administration Act.

<sup>4</sup> Population figures as of March 2018.

LP- Law Practitioner	AJC	2,832
RE - Research	PIPSC	2,630
FS – Foreign Service	PAFSO	1,512
EL - Electronics	IBEW	1,059
TR - Translation	CAPE	811
SR(W) - Ship Repair West	FGDTLCW	642
SR(E) - Ship Repair East	FGDTLCE	590
RO - Radio Operations	UNIFOR	272
UT- University Teaching	CMCFA	180
SR(C) - Ship Repair Chargehands	FGDCA	52
AI – Air Traffic Control	UNIFOR	9
<b>Total Population</b>		<b>50,195</b>

## Separate Agencies

The 27 active separate agencies listed in Schedule V of the *Financial Administration Act* conduct their own negotiations for unionized employees. They are distinct from the CPA; they have different job duties and specific wage levels according to their business purpose. The largest separate agencies include the CRA, Parks Canada, and the Canadian Food Inspection Agency. The CPA and separate agencies share many of the same bargaining agents, including the PSAC and PIPSC.

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

During the current round of negotiations, six separate agencies have concluded 17 collective agreements with four bargaining agents representing 17,000 employees. Table 2 below lists the separate agencies, and bargaining units with new collective agreements, their union affiliation and population.

**Table 2: Bargaining Units with New Collective Agreements - Separate Agencies**

SEPARATE AGENCY	BARGAINING AGENT	BARGAINING UNIT	POPULATION
Canada Revenue Agency (CRA)	PIPSC	Audit, Financial and Scientific (AFS)	11,447
Canadian Nuclear Safety Commission (CNSC)	PIPSC	Nuclear Regulatory Group (NUREG)	730
National Energy Board (NEB)	PIPSC	All Unionized Employees	377
National Film Board (NFB)	PIPSC	Administrative and Foreign Services Group Scientific and Professional Group	174
	SGCT/CUPE	Technical Group	103
	CUPE	Administrative Support Group Operation Group	88
National Research Council Canada (NRC)	RCEA	Administrative Services Group (AS)	244
		Administrative Support Group (AD)	268
		Computer Systems Administration (CS)	214
		Operational Group (OP)	62
		Purchasing and Supply Group (PG)	22
		Technical Group (TO)	999
	PIPSC	Information Services (IS)	64
		Library Services (LS)	43
		Research Officer / Research Council Officer (RO/RCO)	1,596
		Translator Group (TR)	8
Office of the Superintendent of Financial Institutions (OSFI)	PIPSC	Professional Employees Group (PEG)	551
<b>Total Population</b>			<b>16,990</b>

**Common Items Negotiated for the Core Public Administration and Separate Agencies**

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

### Annual economic increases over 4 years

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

### Group-specific wage adjustments of approximately 1% over the 4 years of the agreements

For most of the groups, such as the NR and the SP groups represented by PIPSC, these improvements take the form of wage adjustments staggered over two years: 0.8% in year 1 and 0.2% in year 2.

Some other groups, such as the FS group represented by PAFSO, received different targeted measures to address their specific needs, but the overall value of these group-specific improvements was approximately 1% over the four years of their agreements.

### An MOU on the implementation of collective agreements

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

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

The key elements of the MOU include the following:

- Changes to existing or new compensation elements that do not require manual intervention from compensation advisors will be implemented within 180 days after the signature of the agreements.
- Changes to existing or new compensation elements that require manual intervention from compensation advisors will be implemented within 560 days after the signature of the agreements.

- All employees in the group covered by a new agreement will receive a \$400 lump-sum payment upfront in recognition of extended implementation timelines.
- Employees for whom the implementation takes longer than 180 days will receive a \$50 payment for each 90 day delay beyond the initial implementation period of 180 days, to a maximum of \$450 per employee.
- Employees for whom the implementation takes longer than 180 days will be notified within 180 days after the signature of the agreement.

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

#### Extended/new leave provisions

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

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

The Employer proposes a settlement for the PA group that contains improvements that are similar to those negotiated in the rest of the federal public service. The Employer recommends that the Commission provide recommendations that are aligned with the recently established pattern.

In accordance with the Replication Principle, the Employer suggests that the Commission's report replicate the result, as closely as possible, to that which would have been achieved had the parties negotiated a settlement on their own. The Employer submits that the Bargaining Agent's proposed economic increases do not reflect what the parties would have bargained.

The Employer is of the view that there is no evidence to justify providing wage increases for the PA group that exceed the cumulative increases that employees in the 17 CPA group and the 17 separate agency groups will receive over a four-year agreement. There is no rationale supporting the significantly higher economic increases sought by the PSAC, in addition to market adjustments between 10% and 20%.

## 1.2 Negotiations with the Program and Administrative Services (PA) Group

In this round of bargaining, PSAC and TBS officials were engaged in seven negotiation sessions for the PA group between May 2018 and May 2019. The parties were also engaged in three negotiations sessions at a separate bargaining table mandated to negotiate proposals that are common across the four bargaining units represented by the PSAC (PA, Operational Services (SV), Technical Services (TC) and Education and Library Science (EB)) between June 2018 and December 2018.

As noted in table 3 below, the parties only "*agreed in principle*" to four items, which are administrative or housekeeping in nature.

**Table 3: Proposals Agreed to by the Parties (In Principle)**

ITEM	DETAILS
Clauses: 2.01, 2.02, 7.01, 7.02, 11.05, 14.01, 14.03, 16.01, 18.02, 18.03, 18.04, 18.10, 18.27, 18.29, 26.01, 38.02, 40.02, 49.01, 63.01, Appendix D.	Replace: "Public Service Labour Relations Act" with "Federal Public Sector Labour Relations Act"; and "Federal Public Service Labour Relations Board" with "Federal Public Sector Labour Relations and Employment Board".
Clauses: 2.01, 28.08, 32.07, 34.11, 34.12.	Deletion of references to "cash".
Clause 30.09	Replace: "mileage" with "kilometric".
Clause 44.03	Administrative change

The PSAC declared impasse and filed for the establishment of a PIC on December 11, 2018. The Chairperson of the FPSLRB advised the parties on January 29, 2019, that

she was not recommending the establishment of the PIC and encouraged the parties to resume negotiations. In her decision, the Chairperson indicated that she was not satisfied that the parties had bargained sufficiently and seriously, nor was she convinced that impasse had been reached.

After additional negotiation meetings in the winter and spring of 2019, the PSAC submitted a request to the Board on May 7 for the reactivation of their request, which was granted by the Chairperson.

## Bargaining Agent Proposals

The Bargaining Agent has submitted an extensive list of proposals during this round of bargaining. The PSAC has tabled 19 proposals that are common to all PSAC groups, including above pattern economic increases, two additional Designated Paid Holidays per year, and increased vacation leave entitlements. The PSAC has also tabled 75 changes that are specific to the PA table. These proposals deal with 40 existing collective agreement articles, in addition to proposed new articles and memoranda. The proposals include increases to leave provisions, new allowances, and other monetary and non-monetary elements that currently do not exist in the PA agreement and /or in other collective agreements in the CPA.

As noted in table 4 below, the PSAC monetary proposals are significant; they represent a total ongoing cost of approximately \$1.8B or 28.2% of the 2018 PA group wage base. These include annual economic increases of 3.25% over three years and wage restructures to pay and wage adjustments totalling 7.51%, are equivalent to an overall increase of 28.92%, compared to the 2018 PA wage base.

**Table 4: Bargaining Agent Monetary Proposals**

PROPOSAL <sup>1</sup>	COST (Ongoing)	% OF WAGE BASE
Above pattern Economic increase of 3.25% over three years	\$637,206,170	10.07%
Wage restructures and adjustments <ul style="list-style-type: none"> <li>- Add two new maximum steps and drop current bottom two steps for all groups</li> <li>- Add additional 4% step for AS-05 and PM-05</li> <li>- A 6.0% market adjustment on new pay scales for all employees in the DA sub-group</li> <li>- A 7.0% market adjustment on new pay scales for all employees in the ST sub-group</li> </ul>	\$475,341,557	7.51%

Increase in Overtime Meal Allowance from \$10 to \$15	\$697,235	0.01%
Increase to shift premium from \$2 to \$3	\$1,519,885	0.02%
New allowance of \$1,015 for Indigenous Language	\$559,336	0.01%
Increase the compensation advisor allowance from \$2,500 to \$3,500 and extend to other levels working on pay-related matters.	\$6,290,505	0.10%
Increase to weekend premium from \$2 to \$3	\$274,351	0.00%
New \$2K Public Safety Allowance	\$21,169,980	0.33%
New \$3K allowance for PM-05 and PM-06 for the performance of duties as Fisheries Officers	\$351,000	0.01%
New \$7K Primary Responsibility Allowance	\$12,448,800	0.20%
Joint Learning Plan – increase monthly funding from \$330,000 to \$355,375 and new \$725K to fund a pilot project on training workshops for OHS committee members and representatives.	\$546,167	0.01%
Extend the \$4K one-time incentive for compensation advisors indefinitely.	\$1,482,683	0.02%
New Pre-retirement Leave – 37.5 hours of annual leave for employees qualifying for an immediate annuity	\$9,708,966	0.15%
Leave with Pay for Family Related Responsibilities – Increase from 5 to 7.5 days <b>(preliminary cost estimate)</b>	\$17,734,647	0.28%
All overtime at double time	\$38,016,719	0.60%
Lump Sum payment of \$333/month (payable to all employees) until the completion of the new job evaluation standards and negotiation and implementation of new wage rates <sup>2</sup>	\$396,439,084	6.27%
Revised Definition of Family – broaden scope of certain leave provisions.	\$4,157,053	0.07%
2 additional days of Designated Paid Holidays	\$51,730,009	0.82%
Increase accrual of vacation leave entitlements: - 4 weeks at 5 years (instead of current 4 weeks at 8 years) - 5 weeks at 10 years (instead of current 5 weeks at 18 years) - 6 weeks at 23 years (instead of current 6 weeks at 28 years)	\$48,285,855	0.76%
Parental Allowance for extended leave extended from 37 to 61 weeks with 93% top-up allowance <b>(preliminary cost estimate)</b>	\$50,353,249	0.80%
10 days of leave with pay per year for situations of domestic violence	\$956,122	0.02%
Workforce Adjustment – Increase to Educational Allowance from \$15K to \$17K	Immaterial	0.00%

7 weeks + 1 week waiting period for Compassionate Care and Caregiving Leave – Preliminary assessment ( <b>preliminary cost estimate</b> )	\$54,635,609	0.86%
<b>Total</b>	<b>\$1,829,904,982</b>	<b>28.92%</b>

**Notes:**

1. Due to data availability, costing for the following union proposals were not included: 7% supplement to certain employees within the AS, CR, and ST groups at the Translation Bureau, additional \$100 supplement/week for each additional offender added to the maximum caseload for WP parole officers and parole officer supervisors, and the paid leave periods for breast-feeding.
2. The costing for the Lump Sum payment of \$333/month (payable to all employees) until the completion of the new job evaluation standards and negotiation and implementation of new wage rates assumes that the full-year annual costs are ongoing.

**Employer Proposals**

The Employer proposes to negotiate improvements for the PA group that are similar to those negotiated to date with 34 groups in the federal public service. The Employer's detailed position on each outstanding items can be found in parts III and IV of the Employer's brief.

The Employer's monetary proposals, with the associated costs, are included in table 5 below.

**Table 5: Employer's Monetary Proposals**

<b>EMPLOYER KEY MONETARY PROPOSALS</b>	<b>ONGOING COST</b>	<b>% OF WAGE BASE</b>
Pattern economic increases over four years: 2.0%, 2.0%, 1.5%, and 1.5%	454,611,444	7.18%
An additional 1% for group-specific adjustments	\$67,821,854	1.07%
10 days of leave for Domestic Violence	\$854,332	0.01%
Expanded provisions for definition of Family (various articles)	\$3,714,488	0.06%
Parental leave without pay (standard/extended period)	Cost neutral	0.0%
Caregiving Leave without Pay related to critical illness	\$4,695,113	0.07%
<b>TOTAL</b>	<b>\$531,697,231</b>	<b>8.40%</b>

The Employer's proposals also include the MOU on the implementation of the collective agreement negotiated with all the groups in the CPA and separate agencies.

Given the high volume of outstanding proposals submitted by the Bargaining Agent, the Employer requests that the PSAC target a limited number of proposals that take into account the current collective bargaining landscape and recent negotiation outcomes with other federal public service bargaining agents. The large number of proposals make it challenging for the parties to identify and focus their work on key priorities; a more limited number of proposals is expected to meaningfully improve the likelihood of settlement. The Employer respectfully suggests that the Commission issue a direction in that regard and direct the parties to return to negotiations with a reduced number of proposals, prior to the issuance of the Commission's report.

### **Damages related to the Phoenix Pay System**

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

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

The Employer is open to continuing discussions with the PSAC to conclude an agreement on Phoenix damages, recognizing that PSAC employees should be compensated for the damages incurred related to the Phoenix pay system. However, the Employer respectfully submits that Phoenix-related damages should not influence this Committee's deliberations. This issue is pending resolution at a different forum, and in event that the parties fail to reach an agreement, the FPSLREB is the appropriate forum for third party resolution.

## **Part II – Considerations**

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

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

- Recruitment and retention
  - (a)** *the necessity of attracting competent persons to, and retaining them in, the public service in order to meet the needs of Canadians;*
- External comparability
  - (b)** *the necessity of offering compensation and other terms and conditions of employment in the public service that are comparable to those of employees in similar occupations in the private and public sectors, including any geographic, industrial or other variations that the public interest commission considers relevant,*
- Internal relativity
  - (c)** *the need to maintain appropriate relationships with respect to compensation and other terms and conditions of employment as between different classification levels within an occupation and as between occupations in the public service;*
  - (d)** *the need to establish compensation and other terms and conditions of employment that are fair and reasonable in relation to the qualifications required, the work performed, the responsibility assumed and the nature of the services rendered; and*
- The state of the economy and the government's fiscal situation
  - (e)** *the state of the Canadian economy and the Government of Canada's fiscal circumstances*

In addition, the Employer appeals to replication as a guiding principle to set compensation and suggest that the Commission consider all elements of total compensation when making its recommendations for the PA group.

## 2.1 Recruitment and Retention

TBS sets compensation levels that enable it to recruit and attract qualified and motivated employees. Recruitment and retention indicators show that the PA group is healthy and provides no evidence that increases above the established pattern is needed to recruit and retain employees.

TBS surveyed departments to identify potential problems in recruiting and retaining employees and the impact of such difficulties. There were no widespread recruitment and retention issues raised by the majority of the largest employing departments. For the few instances where issues were raised, they were limited to employees working in the north (i.e., Yukon and Nunavut) and Compensation Advisors working at Public Services and Procurement Canada (PSPC).

The public service went through a restraint period from 2011-12 to 2015-16. The data presented in this section reflect the Government of Canada's restraint measures that affected employment. During this period, the Government of Canada undertook the Deficit Reduction Action Plan (DRAP), strategic and operating reviews, and implemented an operating budget freeze through to 2015-16.<sup>5</sup> These measures had direct effects on hiring and employment levels across the Government of Canada. The data tables below present information for the PA group in comparison to the average for the core federal public administration.

Table 6 shows the PA sub-group population over the last 5 fiscal years. The population trends have been relatively healthy. Of the five largest PA sub-groups representing approximately 99% of the PA population (AS, CR, IS, PM, and WP), the only group which has had population growth not exceeding that of the CPA average was the CR group. The CR group has been a strong feeder group over the years for other PA sub-groups, most notably the AS group, which in turn saw a significant increase following DRAP years.

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<sup>5</sup> The operating budget freeze held departmental budgets at their existing reference levels. Further, it required that departments fund wage increases from their existing funding levels in perpetuity, which is contrary to the convention of a central government fund providing for negotiated wage increases. This is an important consideration because departments would have to set aside contingency funds for wage increases as a trade-off for program spending.

**Table 6: Population**

	2013-14	2014-15	2015-16	2016-17	2017-18
<b>Population variation - AS group</b>					
12-months average population	28,259	27,473	26,756	26,872	27,910
Year-to-year (y/y) increase	-	-2.8%	-2.6%	0.4%	3.9%
Core Public Administration (CPA) y/y increase	-	-2.8%	-1.6%	0.4%	2.1%
<b>Population variation - CM group</b>					
12-months average population	25	17	15	7	8
Year-to-year (y/y) increase	-	-19.0%	-47.1%	-22.2%	14.3%
Core Public Administration (CPA) y/y increase	-	-2.8%	-1.6%	0.4%	2.1%
<b>Population variation - CR group</b>					
12-months average population	21,288	19,910	18,985	18,426	18,271
Year-to-year (y/y) increase	-	-5.5%	-4.0%	-1.7%	-0.6%
Core Public Administration (CPA) y/y increase	-	-2.8%	-1.6%	0.4%	2.1%
<b>Population variation - DA group</b>					
12-months average population	73	59	55	52	48
Year-to-year (y/y) increase	-	-14.1%	0.0%	-10.9%	-8.2%
Core Public Administration (CPA) y/y increase	-	-2.8%	-1.6%	0.4%	2.1%
<b>Population variation - IS group</b>					
12-months average population	3,468	3,352	3,242	3,248	3,349
Year-to-year (y/y) increase	-	-3.2%	-2.6%	2.4%	3.6%
Core Public Administration (CPA) y/y increase	-	-2.8%	-1.6%	0.4%	2.1%
<b>Population variation - OE group</b>					
12-months average population	5	3	3	3	2
Year-to-year (y/y) increase - March	-	-25.0%	0.0%	-33.3%	-50.0%
Core Public Administration (CPA) y/y increase	-	-2.8%	-1.6%	0.4%	2.1%
<b>Population variation - PM group</b>					
12-months average population	19,963	19,266	18,988	19,612	20,484
Year-to-year (y/y) increase	-	-2.9%	1.0%	3.9%	5.2%
Core Public Administration (CPA) y/y increase	-	-2.8%	-1.6%	0.4%	2.1%
<b>Population variation - ST group</b>					
12-months average population	242	211	176	145	122
Year-to-year (y/y) increase	-	-14.0%	-21.9%	-11.1%	-14.0%
Core Public Administration (CPA) y/y increase	-	-2.8%	-1.6%	0.4%	2.1%
<b>Population variation - WP group</b>					
12-months average population	3,399	3,293	3,243	3,373	3,549
Year-to-year (y/y) increase	-	-2.4%	-0.2%	6.3%	4.0%
Core Public Administration (CPA) y/y increase	-	-2.8%	-1.6%	0.4%	2.1%

Source: Incumbent file

**Notes:**

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

Table 7 shows that despite a strong labour market, jobs in the PA group are still in high demand. Total external hirings were very healthy (especially following the years of fiscal restraint), with hiring rates well in excess of the CPA average for most PA groups. Hiring needs depend in large part on the rate at which employees leave the group and departmental requirements.

**Table 7: Hiring**

	2013-14	2014-15	2015-16	2016-17	2017-18
<b>Hiring - AS Group</b>					
External Hiring	551	801	905	1,589	2,205
Total External Hiring Rate	1.9%	2.9%	3.4%	5.9%	7.9%
CPA Total External Hiring Rate	2.2%	3.3%	4.2%	6.0%	7.8%
	2013-14	2014-15	2015-16	2016-17	2017-18
<b>Hiring - CM Group</b>					
External Hiring	0	0	0	0	1
Total External Hiring Rate	0.0%	0.0%	0.0%	0.0%	12.6%
CPA Total External Hiring Rate	2.2%	3.3%	4.2%	6.0%	7.8%
	2013-14	2014-15	2015-16	2016-17	2017-18
<b>Hiring - CR Group</b>					
External Hiring	705	1,040	1,413	2,259	2,888
Total External Hiring Rate	3.3%	5.2%	7.4%	12.3%	15.8%
CPA Total External Hiring Rate	2.2%	3.3%	4.2%	6.0%	7.8%
	2013-14	2014-15	2015-16	2016-17	2017-18
<b>Hiring - DA Group</b>					
External Hiring	2	0	7	2	5
Total External Hiring Rate	2.7%	0.0%	12.8%	3.8%	10.3%
CPA Total External Hiring Rate	2.2%	3.3%	4.2%	6.0%	7.8%
	2013-14	2014-15	2015-16	2016-17	2017-18
<b>Hiring - IS Group</b>					
External Hiring	59	76	110	210	314
Total External Hiring Rate	1.7%	2.3%	3.4%	6.5%	9.4%
CPA Total External Hiring Rate	2.2%	3.3%	4.2%	6.0%	7.8%
	2013-14	2014-15	2015-16	2016-17	2017-18
<b>Hiring - OE Group</b>					
External Hiring	0	0	0	0	0
Total External Hiring Rate	0.0%	0.0%	0.0%	0.0%	0.0%
CPA Total External Hiring Rate	2.2%	3.3%	4.2%	6.0%	7.8%
	2013-14	2014-15	2015-16	2016-17	2017-18
<b>Hiring - PM Group</b>					
External Hiring	365	466	1,060	1,223	1,844

<b>Total External Hiring Rate</b>	1.8%	2.4%	5.6%	6.2%	9.0%
<b>CPA Total External Hiring Rate</b>	2.2%	3.3%	4.2%	6.0%	7.8%
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>Hiring - ST Group</b>					
<b>External Hiring</b>	8	4	8	5	10
<b>Total External Hiring Rate</b>	3.3%	1.9%	4.6%	3.4%	8.2%
<b>CPA Total External Hiring Rate</b>	2.2%	3.3%	4.2%	6.0%	7.8%
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>Hiring - WP Group</b>					
<b>External Hiring</b>	49	56	118	237	213
<b>Total External Hiring Rate</b>	1.4%	1.7%	3.6%	7.0%	6.0%
<b>CPA Total External Hiring Rate</b>	2.2%	3.3%	4.2%	6.0%	7.8%

Source: PSC Appointments file

**Notes:**

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

Table 8 below shows that there has been a significant reduction in the number of external separations in the PA group during the restraint years and beyond. Over the 5-year reference period, the total number of external separations for the five largest PA sub-groups representing more than 99% of the PA population has decreased significantly, with the sharpest reductions taking place for the AS (25%), CR (43%), and PM (32%) groups. Overall, the separation rates for the largest PA sub-groups have also been in line with the CPA average over the five year period. Though certain groups, such as the CR and PM, have external separation rates exceeding that of the CPA by a small margin in some years, they have been more than offset by very strong external hirings relative to the CPA (see table 6).

Table 8 also clearly shows that the vast majority of external separations beyond the restraint period are due to retirement, and that voluntary, non-retirement separations are very low, at 0.7% of the PA group.

**Table 8: Separations**

<b>Separations</b>					
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>External Separations - AS group</b>					
<i>Voluntary - Non-Retirements</i>	302	291	277	209	197
<i>Voluntary - Retirements</i>	880	884	969	936	995
<i>Involuntary</i>	681	309	369	256	94
<i>Unspecified</i>	0	0	0	62	110
<b>Total External Separations</b>	1,863	1,484	1,615	1,463	1,396
<b>Total External Separation Rate</b>	6.6%	5.4%	6.0%	5.4%	5.0%
<b>CPA Total External Separation Rate</b>	6.4%	5.2%	5.2%	5.1%	4.8%
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>External Separations - CM group</b>					
<i>Voluntary - Non-Retirements</i>	0	0	1	0	0
<i>Voluntary - Retirements</i>	0	0	0	0	0
<i>Involuntary</i>	4	5	2	0	0
<i>Unspecified</i>	0	0	0	0	0
<b>Total External Separations</b>	4	5	3	0	0
<b>Total External Separation Rate</b>	15.8%	30.0%	20.1%	0.0%	0.0%
<b>CPA Total External Separation Rate</b>	6.4%	5.2%	5.2%	5.1%	4.8%
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>External Separations - CR group</b>					
<i>Voluntary - Non-Retirements</i>	304	273	270	208	137
<i>Voluntary - Retirements</i>	676	693	762	667	706
<i>Involuntary</i>	794	253	159	133	59
<i>Unspecified</i>	0	0	0	51	104
<b>Total External Separations</b>	1,774	1,219	1,191	1,059	1,006
<b>Total External Separation Rate</b>	8.3%	6.1%	6.3%	5.7%	5.5%
<b>CPA Total External Separation Rate</b>	6.4%	5.2%	5.2%	5.1%	4.8%
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>External Separations - DA group</b>					
<i>Voluntary - Non-Retirements</i>	0	0	0	0	0
<i>Voluntary - Retirements</i>	4	5	5	2	3
<i>Involuntary</i>	9	1	0	0	0
<i>Unspecified</i>	0	0	0	0	0
<b>Total External Separations</b>	13	6	5	2	3
<b>Total External Separation Rate</b>	17.8%	10.2%	9.2%	3.8%	6.2%

<b>CPA Total External Separation Rate</b>	6.4%	5.2%	5.2%	5.1%	4.8%
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>External Separations - IS group</b>					
<i>Voluntary - Non-Retirements</i>	43	57	62	45	45
<i>Voluntary - Retirements</i>	54	51	59	75	92
<i>Involuntary</i>	76	56	19	12	8
<i>Unspecified</i>	0	0	0	8	17
<b>Total External Separations</b>	173	164	140	140	162
<b>Total External Separation Rate</b>	5.0%	4.9%	4.3%	4.3%	4.8%
<b>CPA Total External Separation Rate</b>	6.4%	5.2%	5.2%	5.1%	4.8%
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>External Separations - OE group</b>					
<i>Voluntary - Non-Retirements</i>	0	0	0	0	0
<i>Voluntary - Retirements</i>	0	0	0	1	1
<i>Involuntary</i>	1	0	0	0	0
<i>Unspecified</i>	0	0	0	0	0
<b>Total External Separations</b>	1	0	0	1	1
<b>Total External Separation Rate</b>	19.0%	0.0%	0.0%	35.3%	66.7%
<b>CPA Total External Separation Rate</b>	6.4%	5.2%	5.2%	5.1%	4.8%
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>External Separations - PM group</b>					
<i>Voluntary - Non-Retirements</i>	231	253	231	130	119
<i>Voluntary - Retirements</i>	674	679	759	665	762
<i>Involuntary</i>	599	237	129	90	41
<i>Unspecified</i>	0	0	0	37	98
<b>Total External Separations</b>	1,504	1,169	1,119	922	1,020
<b>Total External Separation Rate</b>	7.5%	6.1%	5.9%	4.7%	5.0%
<b>CPA Total External Separation Rate</b>	6.4%	5.2%	5.2%	5.1%	4.8%
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>External Separations - ST group</b>					
<i>Voluntary - Non-Retirements</i>	1	6	1	1	0
<i>Voluntary - Retirements</i>	11	10	8	13	9
<i>Involuntary</i>	13	5	3	1	4
<i>Unspecified</i>	0	0	0	0	0
<b>Total External Separations</b>	25	21	12	15	13
<b>Total External Separation Rate</b>	10.3%	10.0%	6.8%	10.3%	10.7%
<b>CPA Total External Separation Rate</b>	6.4%	5.2%	5.2%	5.1%	4.8%
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>

<b>External Separations - WP group</b>					
<b>Voluntary - Non-Retirements</b>	41	24	29	24	20
<b>Voluntary - Retirements</b>	106	141	110	121	135
<b>Involuntary</b>	49	18	12	8	11
<b>Unspecified</b>	0	0	0	16	18
<b>Total External Separations</b>	196	183	151	169	184
<b>Total External Separation Rate</b>	5.8%	5.6%	4.7%	5.0%	5.2%
<b>CPA Total External Separation Rate</b>	6.4%	5.2%	5.2%	5.1%	4.8%

Source: Mobility file as of April 2019 ;

PSC Appointments file

**Notes:**

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

Table 9 presents job advertisement figures for the PA sub-groups. The analysis shows that for the majority of the highest populated PA sub-groups (i.e., AS, CR, IS, PM, and WP), the total number of applications/job advertisement and total applications screened-in/job advertisement have been increasing steadily over the 5-year period, and is higher relative to the CPA average. For the AS group, for example, the total number of applications per job advertisement was 373 in 2017-18, compared to a median of just 132 in the CPA. Similarly, the total number of AS applications screened in per job advertisement in 2017-18 was 305, compared to just 98 in the CPA. Clearly, the PA sub-groups have a large pool of qualified applicants from which to hire from in times of recruitment needs.

**Table 9: Job advertisements**

	2013-14	2014-15	2015-16	2016-17	2017-18
<b>Total Advertisements</b>					
AS	97	143	337	269	328
CM	0	0	0	0	0
CR	250	298	422	328	329
DA	0	0	0	1	0
IS	29	45	61	63	76
OE	0	0	0	0	0
PM	137	179	170	221	241
ST	0	3	10	9	12
WP	16	14	18	20	24
CPA	9	8	10	9	14
<b>Total Applications per Advertisement</b>					
AS	299	304	170	333	373
CM	0	0	0	0	0
CR	348	451	317	441	462
DA	0	0	0	120	0
IS	97	90	110	98	90
OE	0	0	0	0	0
PM	248	392	433	467	377
ST	0	36	64	20	36
WP	62	432	1,157	322	846
CPA median	82	84	95	74	132
<b>Total Applications Screened-In Per Job Advertisement</b>					
AS	218	235	125	247	305
CM	0	0	0	0	0
CR	292	375	259	350	391
DA	0	0	0	120	0
IS	72	68	68	80	72
OE	0	0	0	0	0
PM	205	307	352	359	289
ST	0	35	55	17	23
WP	33	248	870	245	554
CPA median	62	76	66	52	98

Source: Public Service Commission PSRS Extracts

**Notes:**

1. Figures include applications to external job advertisements from departments and organizations of the core public administration (FAA Schedule I and IV).
2. Data are for closed advertisement. Cancelled advertisements are excluded.
3. Screened-In applications are those that meet the essential criteria of the advertisement.

The recruitment and retention metrics clearly demonstrate a healthy group, with low external separations and highly successful recruitment. This further supports that the Employer's offer to replicate the established pattern set with other federal public service groups is reasonable.

## Public Service Employee Survey Results

The Public Service Employment Survey includes a specific indicator measuring employees overall job satisfaction.

Table 10 below shows that the majority of employees in the PA sub-group like their job. The federal government continues to offer attractive terms and conditions, stable employment and very competitive wages, which makes it a highly sought after establishment for employment.

This further demonstrates that the Employer's wage offer, replicating the pattern negotiated with 34 other groups in the federal public service, is very reasonable.

**Table 10: Overall Job Satisfaction**

<b>Q14. Overall, I like my job.</b>			
	<b>Positive (%)</b>		
	2014	2017	2018
AS	79	80	80
CM	77	73	67
CR	78	80	80
DA	85	85	87
IS	78	82	80
OE	-	-	-
PM	77	79	78
ST	88	82	80
WP	84	83	82
<b>Public Service Average</b>	<b>79</b>	<b>80</b>	<b>80</b>

## 2.2 External comparability

This section compares PA pay rates to those offered in the external market. The Government of Canada's stated objective is to provide compensation that is competitive with, but not leading, compensation provided for similar work in relevant external labour markets. TBS reviews labour market trends nationally and it commissions third-party human resources experts to conduct secondary research at the occupational-group level. National trends guide compensation decisions.

This section will demonstrate that PA wages are highly competitive with the external labour market.

## Summary of previous External Wage Studies

### Mercer External Wage Study

In October 2019, Mercer Canada LLC completed a study to evaluate the competitiveness of its base salary levels for 12 positions in the Program and Administrative Services (PA) group relative to the external market. For the selected positions, secondary research salary surveys (Mercer, Towers Watson, and Morneau Shepell) were used to conduct the market analysis. Matches for these 12 benchmark positions were determined based on job content and professional judgement, as survey capsule descriptions are typically brief relative to organizational descriptions. As a rule of thumb, positions are considered a “good match” if at least 80% of the role is represented in the survey position capsule description.

TBS' incumbent data was compared to the 50th percentile of the market using the maximum salary range for its annualized base salary. The maximum level of a salary range is a good indicator of the expected salary of federal government employees. As at March 31, 2018, approximately 60% of PA employees were at the maximum rate of pay. Generally, federal public sector base pay practices are calibrated such that employees will achieve the maximum base salary rate of pay (job rate) of their salary band based on a combination of tenure and performance. External to the public sector at any given level, the 50th percentile of a defined labour market, typically represents the expected salary for “fully competent” job performance. Progression beyond the 50th percentile midpoint is generally reserved for a high relative performance and advanced competency growth. The choice of the 50th percentile as an acceptable benchmark is consistent with TBS' key guiding compensation principle that TBS wants compensation in the public service to be competitive with, but not lead, relevant external labour markets that provide similar work.

Compensation within plus or minus 10% of TBS's target market positioning are generally considered to be within competitive norms and market-aligned. By assuming a single competitive rate, one would impose too high a level of precision on an analysis that requires subjective decisions in defining and comparing work across organizations.

Overall, Table 11 indicates that PA wages are either competitive with or leading the market for every single position. Not one single position were found to be lagging the market.

The results for the Officer Administrator (AS-02), Administrative Assistant (CR-04) and Program and Service Delivery Clerk (CR-04) were found to be leading the market, while all of the remaining positions were deemed to be competitive with the market.

It should also be noted that the results in the study compares TBS 2017 rates vs 2018 markets rates, and that applying the employer's year one proposal would put them even further ahead or improve their competitiveness in the comparable range of plus or minus 10%.

**Table 11: Wage Study Results**

Compensation Data in \$000s						Base Salary		Legend
Stream	Job	TBS Position	Classification Level	TBS Min Salary <sup>1</sup>	TBS Max Salary <sup>1</sup>	Average Market P50 (\$) <sup>2</sup>	TBS Max vs Market P50 <sup>3</sup>	
Administrative Services	1	Administrative Assistant I	AS-01	\$51.5	\$57.6	\$53.9	6.9%	<p><b>Above Comparator Market</b> (Greater than +10%)</p> <p><b>Within Comparator Market</b> (+/-10%)</p> <p><b>Below Comparator Market</b> (Less than -10%)</p>
	2	Compensation Advisor <sup>5</sup>	AS-02	\$59.9	\$64.4	\$61.8	4.1%	
	3	Administrative Officer	AS-02	\$57.4	\$61.9	\$55.0	12.5%	
	4	Executive Assistant	AS-03	\$61.6	\$66.3	\$69.9	-5.1%	
	5	Project Officer	AS-04	\$67.2	\$72.7	\$68.1	6.7%	
Clerical & Regulatory	6	Administrative Assistant	CR-04	\$47.7	\$51.5	\$45.1	14.3%	
	7	Program and Service Delivery Clerk	CR-04	\$47.7	\$51.5	\$45.3	13.8%	
	8	Human Resources Assistant	CR-05	\$52.2	\$56.5	\$52.8	7.0%	
Information Services	9	Communications Advisor	IS-04	\$80.3	\$86.8	\$88.8	-2.2%	
Programme Administration	10	Payment Services Officer	PM-01	\$51.5	\$57.6	\$58.2	-1.0%	
	11	Service Canada Benefits Officer	PM-02	\$57.4	\$61.9	\$59.0	4.9%	
	12	Team Leader	PM-03	\$61.6	\$66.3	\$71.5	-7.2%	

**Notes:**

- (1) Reflects the annualized minimum and maximum base salary range effective as of June 21, 2017 to June 20, 2018 provided by TBS.
- (2) Reflects the average of all benchmark jobs for the position. Market data presented for all survey sources is on an organization weighted basis.
- (3) Represents the market variance between TBS' maximum salary range to the external P50 base salary compensation calculated using the following formula: (TBS Max Salary – Market P50) / Market P50. For positions under the WP classification level, Market Max P50 is used instead of Market P50 when calculating the market variance.
- (4) Due to rounding, numbers may not calculate exactly in the results tables.
- (5) The retention allowance of \$2,500 that all (AS-02) Compensation Advisors are paid in addition to their base salary has been included in the minimum and maximum figures

The results of the Mercer study further support the employer's position that exceeding 2.0%, 2.0%, 1.5% and 1.5% over four years and deviating from the current established pattern is unwarranted.

### Provincial/Territorial External Wage Study

In order to supplement the results of the Mercer External Wage Study, TBS approached the Provincial and Territorial governments to gather compensation data for the Welfare Programmes group. Job descriptions were sent for WP-04 and WP-05 positions and were matched to comparable jobs based on job duties and responsibilities.

Since the provincial and territorial governments have a similar pay policy with pay ranges and step progression to that of the federal government, the TBS maximum salary was compared to the market's 50<sup>th</sup> percentile of their maximum salaries. Once

again, compensation within plus or minus 10% of TBS’s target market positioning are generally considered to be within competitive norms and market-aligned.

Only the Yukon, Prince Edward Island, Newfoundland and Labrador, and Nova Scotia, did not respond to the survey.

The results show that the wages paid in the CPA for these occupations are competitive with rates paid by Canadian provinces and territories.

The first position that was compared with the external market was the Parole Officer position. As shown in Table 12 a), WP-04 employees have wages which are currently comparable with those of the provincial and territorial governments with their maximum salary currently 7.2% ahead. It should be noted that the salaries collected were the ones currently in effect. Therefore, the comparison includes 2017 TBS rates vs market rates which include rates from 2018 and 2019. Once factoring in the economic increases based on the employer’s proposal, the WP-04 position would then be leading the market with a differential above and beyond the 10%.

**Table 12 a): Parole Officer External Wage Comparison**

Parole Officer											<u>Legend</u>	
Classification Grade: WP-04											Above Comparator Market (Greater than +10%)	
											Within Comparator Market (+/-10%)	
											Below Comparator Market (Less than -10%)	
<i>All compensation data in \$ CAD (000s)</i>			TBS <sup>1</sup>		Market Salary Range Maximum <sup>2</sup>				TBS Max vs. Maximum Market P50 <sup>3</sup>	TBS Max vs. Maximum Market Average <sup>3</sup>		
Survey	Primary Research Survey Position Title	Benchmark Position Code	Min Salary	Max Salary	Orgs #	Obs #	P50	Avg				
2019 Primary Research Survey	Parole Officer	NA	\$67,077	\$88,150	9	2,178	\$82,236	\$82,663	7.2%	6.6%		

**Notes:**

- (1) Reflects the annualized minimum and maximum base salary range effective as of June 21, 2017 provided by TBS.
- (2) Represents market (2) Represents market base salary (actual base salaries paid to incumbents). Market data presented for all survey sources is on an organization weighted basis.
- (3) The number of observations includes data from eight provinces and territories. One of the provinces was unavailable
- (4) Represents the market variance between TBS’ maximum salary range to the external P50 salary range maximum and is calculated using the following formula: (TBS Max Salary – Market salary range maximum P50) / Market salary range P50.
- (5) Represents the market variance between TBS’ maximum salary range to the external P50 salary range maximum and is calculated using the following formula: (TBS Max Salary – Market salary range maximum P50) / Market salary range Average.
- (6) Parole Officers receive the Correctional Officer Specific Duty Allowance, which is \$2,000. This amount is included in the TBS salary ranges specified above.
- (7) Due to rounding, numbers may not calculate exactly in the results tables.

## Table 12 b): Parole Officer Supervisor External Wage Comparison

Parole Officer Supervisor			Legend					
Classification Grade: WP-05			<div style="display: flex; justify-content: space-between;"> <div style="width: 30%; background-color: #90EE90; border: 1px solid black; padding: 2px;">Above Comparator Market (Greater than +10%)</div> <div style="width: 30%; background-color: #ADD8E6; border: 1px solid black; padding: 2px;">Within Comparator Market (+/-10%)</div> <div style="width: 30%; background-color: #FFB6C1; border: 1px solid black; padding: 2px;">Below Comparator Market (Less than -10%)</div> </div>					
All compensation data in \$ CAD (000s)			TBS <sup>1</sup>		Market Salary Range Maximum <sup>2</sup>			TBS Max vs. Maximum Market P50 <sup>4</sup>
Survey	Primary Research Survey Position Title	Benchmark Position Code	Min Salary	Max Salary	Orgs #	Obs #	P50	
2019 Primary Research Survey	Parole Officer Supervisor	N/A	\$79,961	\$99,859	9	502	\$90,613	10.2%

### Notes:

- (1) Reflects the annualized minimum and maximum base salary range effective as of June 21, 2017 provided by TBS.
- (2) Represents market salary range maximum. Any additional annual allowances paid to all employees are included. Market data presented for all survey sources is on an organization weighted basis.
- (3) The number of observations includes data from nine provinces and territories.
- (4) Represents the market variance between TBS' maximum salary range to the external P50 salary range maximum and is calculated using the following formula: (TBS Max Salary – Market salary range maximum P50) / Market salary range max P50.
- (5) Parole Officers receive the Correctional Officer Specific Duty Allowance, which is \$2,000. This amount is included in the TBS salary ranges specified above.
- (6) Due to rounding, numbers may not calculate exactly in the results tables.

The second position compared with the external market was the Parole Officer Supervisor position. As shown in Table 12 b), WP-05 employees currently have wages that are leading the market, with their maximum salary currently 10.2% ahead. Taking into account that the market data includes 2018 and 2019 wages, and once again applying the Employer's pay offer to the 2017 TBS rates would further increase their lead over the market.

These results further support that providing increases above the employer's proposal is unwarranted.

## Total Compensation Study

In 2014, Mercer was commissioned to develop a methodology to provide a value for pensions and benefits model for the federal government employees and external labour markets. This information can be combined with a base wage comparability study to estimate pensions and benefits and thereby total compensation. The Mercer report was updated in August 2019 to reflect changes in both the federal public service and the external market.

Mercer has a proprietary database containing detailed information on provisions, costs and eligibility for pensions and supplementary benefits, on an industry-by-industry basis. Using the Mercer study, Statistics Canada data and data from TBS incumbent system, TBS is able to compare pensions and benefits available for specific public service

positions to that of an external market comparator, based on the industry in which the comparator works.

Included in table 13 below are the results of this analysis. When assessing the 14 jobs identified above on a total compensation basis, the market positioning improves for all positions due to more favorable Pension and Benefit values relative to the external market. The results for the Administrative Officer (AS-02), Administrative Assistant (CR-04), Program and Service Delivery Clerk (CR-04), Human Resources Assistant, and Parole Officer Supervisor (WP-05) were found to be leading the market, while all of the remaining positions were deemed to be competitive with the market.

**Table 13: Total Compensation Study Results**

**Total Compensation Comparability Results based on Mercer External Wage Study:**

Compensation Data in \$000s				TBS Total Compensation			Market Total Compensation			TBS vs. Market Total Compensation Variance <sup>3</sup>	
Stream	Job	TBS Position	Classification Level	TBS Max Salary <sup>1</sup>	Estimated Pensions and Benefits <sup>4</sup>	Total Compensation	Avg. Market P50 Salary <sup>2</sup>	Estimated Pensions and Benefits <sup>4</sup>	Total Compensation	(\$)	(%)
Administrative Services (AS)	1	Administrative Assistant I	AS-01	\$57.6	\$12.3	\$69.9	\$53.9	\$9.9	\$63.8	\$6.2	9.7%
	2	Compensation Advisor	AS-02	\$64.4	\$13.4	\$77.8	\$61.8	\$10.8	\$72.6	\$5.2	7.2%
	3	Administrative Officer	AS-02	\$61.9	\$13.0	\$74.9	\$55.0	\$9.9	\$64.9	\$10.0	15.3%
	4	Executive Assistant	AS-03	\$66.3	\$13.7	\$80.0	\$69.9	\$11.8	\$81.7	-\$1.7	-2.0%
	5	Project Officer	AS-04	\$72.7	\$14.7	\$87.4	\$68.1	\$11.5	\$79.6	\$7.8	9.9%
Clerical & Regulatory (CR)	6	Administrative Assistant	CR-04	\$51.5	\$11.5	\$63.0	\$45.1	\$8.9	\$54.0	\$8.9	16.5%
	7	Program and Service Delivery Clerk	CR-04	\$51.5	\$11.5	\$63.0	\$45.3	\$9.0	\$54.3	\$8.7	16.0%
	8	Human Resources Assistant	CR-05	\$56.5	\$12.1	\$68.6	\$52.8	\$9.5	\$62.3	\$6.4	10.2%
Information Services (IS)	9	Communications Advisor	IS-04	\$86.8	\$17.0	\$103.8	\$88.8	\$13.0	\$101.8	\$2.0	1.9%
Programme Administration (PM)	10	Payment Services Officer	PM-01	\$57.6	\$12.3	\$69.9	\$58.2	\$12.4	\$70.6	-\$0.6	-0.9%
	11	Service Canada Benefits Officer	PM-02	\$61.9	\$13.0	\$74.9	\$59.0	\$12.2	\$71.2	\$3.8	5.3%
	12	Team Leader	PM-03	\$66.3	\$13.7	\$80.0	\$71.5	\$13.7	\$85.2	-\$5.2	-6.1%

**Legend**

- Above Comparator Market (Greater than +10%)
- Within Comparator Market (+/-10%)
- Below Comparator Market (Less than -10%)

**Notes:**

- (1) Reflects the maximum base salary range effective as of June 21, 2017 provided by TBS.
- (2) Reflects the average of all benchmark jobs in the classification. Market data presented for all survey sources is on an organization weighted basis.
- (3) Represents the market variance between TBS' total compensation to the external market total compensation calculated using the following formula: (TBS Total Compensation – Market Total Compensation) / Market Total Compensation. For positions under the WP classification level, Market Max P50 is used instead of Market P50 when calculating the market variance.
- (4) Estimates based on a calculator developed by Mercer designed to estimate the value of pensions and benefits for the TBS and the market results for a given job. The following elements are included in the Pensions and Benefits estimate: Pensions, Medical, Dental, HCSA, STD, LTD, Life Insurance, Retiree Medical, Retiree, Dental, Retiree HCSA, and Retiree Life Insurance. Other than STD and LTD, estimates provided do not control for other forms of paid leave. Due to data limitations, maternity and parental top-ups, personal leave, family related leave, and Retirement Compensation Arrangement for senior levels are not included in these estimates.
- (5) Due to rounding, numbers may not calculate exactly in the results tables.

**Total Compensation Comparability Results Based on Provincial/Territorial External Wage Study:**

Compensation Data in \$000s				TBS Total Compensation			Market Total Compensation			TBS vs. Market Total Compensation Variance <sup>3</sup>	
Stream	Job	TBS Position	Classification Level	TBS Max Salary <sup>1</sup>	Estimated Pensions and Benefits <sup>4</sup>	Total Compensation	Market Max P50 Salary <sup>2</sup>	Estimated Pensions and Benefits <sup>4</sup>	Total Compensation	(\$)	(%)
Welfare Programmes (WP)	13	Parole Officer	WP-04	\$88.2	\$17.2	\$105.4	\$82.2	\$16.0	\$98.2	\$7.2	7.3%
	14	Parole Officer Supervisor	WP-05	\$99.9	\$19.1	\$119.0	\$90.6	\$17.1	\$107.7	\$11.3	10.5%

**Notes:**

- (1) Reflects the maximum base salary range effective as of June 21, 2017 provided by TBS.
- (2) Reflects the average of all benchmark jobs in the classification. Market data presented for all survey sources is on an organization weighted basis.
- (3) Represents the market variance between TBS' total compensation to the external market total compensation calculated using the following formula: (TBS Total Compensation – Market Total Compensation) / Market Total Compensation. For positions under the WP classification level, Market Max P50 is used instead of Market P50 when calculating the market variance.
- (4) Estimates based on a calculator developed by Mercer designed to estimate the value of pensions and benefits for the TBS position and the market results. The following elements are included in the Pensions and Benefits estimate: Pensions, Medical, Dental, HCSA, STD, LTD, Life Insurance, Retiree Medical, Retiree, Dental, Retiree HCSA, and Retiree Life Insurance. Other than STD and LTD, estimates provided do not control for other forms of paid leave. Due to data limitations, maternity and parental top-ups, personal leave, family related leave, and Retirement Compensation Arrangement for senior levels are not included in these estimates.
- (5) Due to rounding, numbers may not calculate exactly in the results tables.

### **2.3. Internal relativity**

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

During the current round of collective bargaining, there has been no demonstration of issues with regards to internal relativity for the PA group. As such, the Employer's wage offer, which is aligned with the established pattern, would allow to maintain that balance.

### **2.4 The state of the economy and the government's fiscal situation**

The state of the economy and the government's fiscal circumstances are critical considerations for the federal government in its role as Employer.

The new collective agreement for the PA group will cover a timeframe of low to moderate economic growth. Moreover, there are negative risks associated with the economic outlook, which could lead to weaker labour markets and lower wage growth than what is now broadly expected. With interest rates at near record lows in major advanced economies and signs of a deteriorating global outlook, a focus on keeping federal government compensation affordable relative to the country's economic performance will allow the Government to pursue its budgetary commitments and better respond to future economic uncertainty.

The following section outlines Canadian economy and its outlook, labour market conditions for the public service relative to the private sector, and the government's fiscal circumstances. This includes an overview of gross domestic product (GDP) growth, consumer price inflation, employment growth, risks to the economic outlook, and how the public service compares against the typical Canadian worker, which is the ultimate payer of public services.

#### **Real GDP growth**

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

Real GDP growth recently peaked in 2017 at 3 per cent before slowing markedly to 1.9 per cent in 2018 (Table 3). The outlook for real GDP projects growth further deteriorating to 1.5 per cent in 2019 and 1.6 per cent in 2020. Over the 2014 to 2017 period, real economic growth averaged 1.9 per cent, higher than the average outlook for growth of 1.7 per cent over the 2018 to 2021 period. The declining growth profile of GDP comes despite the economy's continued reliance on historically low interest rates.

**Table 14: Real Gross Domestic Production, Year-over-year growth**

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

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

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

### **The Consumer Price Index**

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

Recent inflation has been persistently low, below the 2.0 per cent mid-point of the Bank of Canada's 1.0 to 3.0 per cent target rate since 2011. Inflation exceeded 2.0 per cent for the first time in seven years in 2018, at 2.3 per cent. However, inflation above 2.0 per cent is forecast to be short-lived. According to Consensus Forecasts, inflation is expected to decline to 2.0 per cent in 2019 and further decline to 1.9 per cent in 2020 (table 4). The Bank of Canada's October inflation forecast has a similar profile, with inflation at or below 2.0 per cent until the end of 2021.

**Table 15: Canada's Major Economic Indicators, year-over-year growth**

Indicator <sup>6</sup>	2016	2017	2018	2019 (F)	2020 (F)	2021(F)
CPI (y/y) Consensus	1.4%	1.6%	2.3%	2.0%	1.9%	2.0%
CPI (y/y) BoC	1.4%	1.6%	2.3%	2.0%	1.8%	2.0%
Unemployment	7.0%	6.3%	5.8%	5.7%	5.7%	n/a

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

As is shown in Table 16 below, PA wages have exceeded cumulative inflation despite the impact of the Deficit Reduction Action Plan from 2011-2012 to 2015-2016 and the Expenditure Restraint Act from 2008-2009 to 2010-2011. PA sub-groups cumulative wage growth from 2000 to 2017 (ranging from 38.4% to 44.8%) depending on the sub-group has significantly outpaced cumulative increases as represented by the change in CPI inflation (36.8%).

**Table 16: PA Wage Growth vs. CPI 2000 - 2017**

External Cumulative Increase Comparison (2000 - 2017)										
	PA Group									CPI
	AS	IS	PM	WP	CM	DA(CON)	CR	OE	ST	
<b>Cumulative Increase</b>	41.6%	41.1%	39.9%	44.8%	38.4%	38.4%	38.4%	38.4%	38.4%	36.8%

Notes: PA rates calculated by TBS from settlement rates (weighted average).

## Canadian employment growth

Canadian labour market conditions have improved with the unemployment rate declining from a high of 6.8 per cent in January 2017 to a low of 5.6 percent in November 2018 and reached a 40-year low of 5.4 percent in May 2019<sup>7</sup>. The

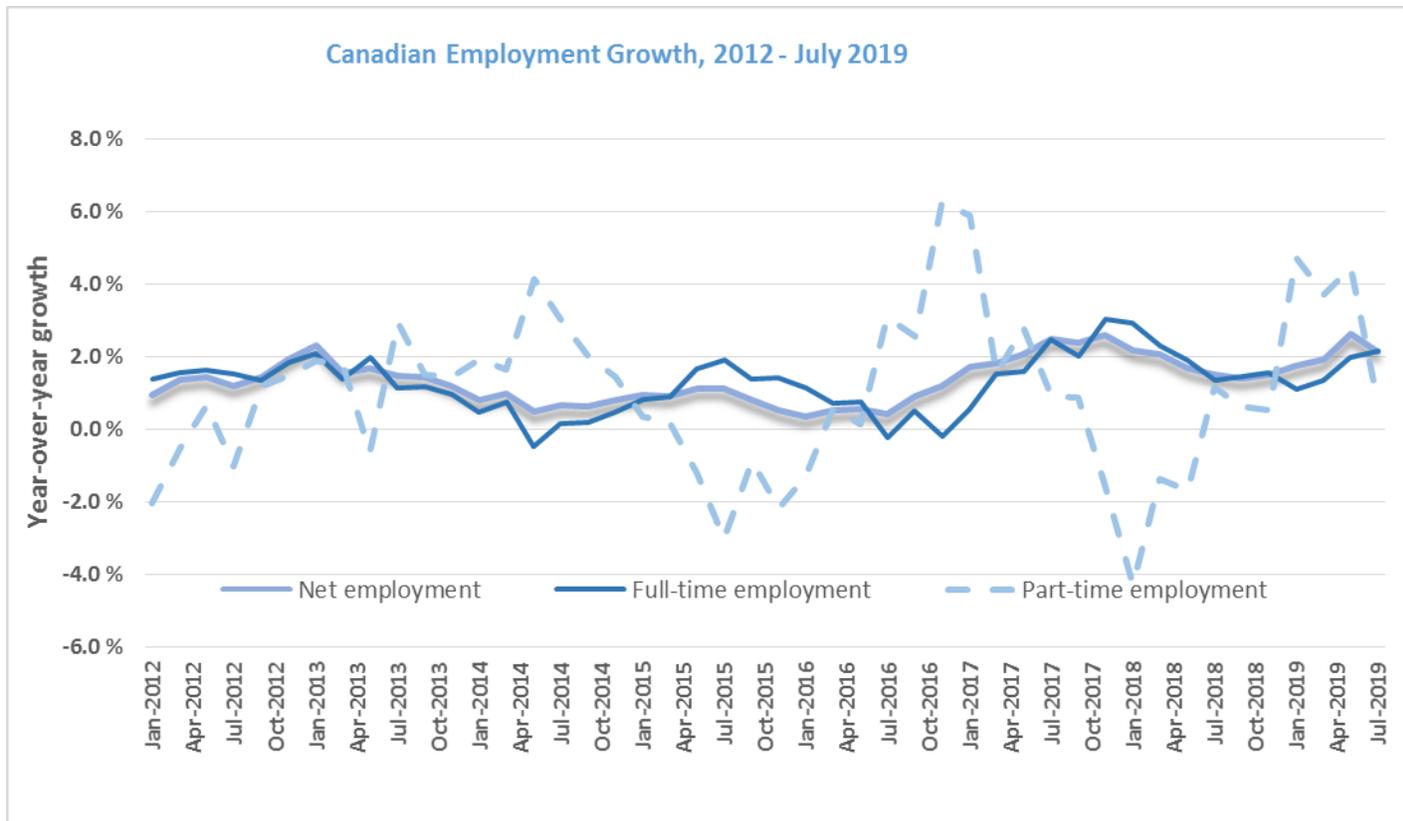
<sup>6</sup> Data was taken from Statistics Canada and Consensus Forecasts, September 2019

<sup>7</sup> Statistics Canada, The Daily, Labour Force Survey, September 2019.

unemployment rate is expected to remain flat at 5.7 per cent for 2019 and 2020<sup>8</sup> (table 4). Moreover, since June 2018, the economy has generated close to 445 thousand jobs.

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

### Chart 1: Canadian Employment Growth



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

In Great Britain, weaker than expected wage growth in a strong labour market has been attributed to the new and quickly expanding informal or 'gig' economy. According to the Bank of England's chief economist<sup>9</sup>, '*the rise of insecure work in the gig economy has fuelled a "lost decade" in wage growth in Britain.*'

<sup>8</sup> Consensus Forecasts, October 2019.

<sup>9</sup> The Guardian, Gig Economy fuelled 'lost decade' in wage growth-Bank Economist, October 10, 2018.

A recent analytical paper examining the informal 'gig' economy in Canada<sup>10</sup> uncovered similar evidence. The analysis found that just under one-third of Canadian survey respondents participate in gig work, especially younger workers, and that participation was often consistent with labour market slack.

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

The 'employment'<sup>11</sup> conditions of gig workers, with temporary and irregular hours, no job security or opportunity for advancement, with little or no paid sick leave and other benefits, contrasts sharply with the stable and secure employment with generous pensions and benefits in the federal public service.

These advantageous working conditions, examined further in the following section, have continued to attract large pools of qualified applicants for every job opportunity.

## **Working conditions in the Public Sector versus the Private and other Sectors**

The public sector enjoys many privileges over what the average private sector worker experiences, with significant advantages in pension and benefit plan coverage and quality, better job tenure and stability, more paid-time off and an earlier average age of retirement.

Before examining the preferential working conditions in the federal public sector relative to the private sector, a quick reminder that wages are already higher in the federal government than in the private sector. Using 2015 data from the 2016 Census, the most comprehensive data set available, full-time, full-year wages and salaries for federal government workers were 17% higher than those in the private sector (\$77,543 versus \$66,065).<sup>12</sup>

Public sector workers are almost four times more likely to be covered by a registered pension plan than private sector ones (87.1% versus 22.7%)<sup>13</sup>. This advantage grows even larger when comparing defined benefit (DB) pension plan coverage, where

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<sup>10</sup> The Size and Characteristics of Informal ("Gig") Work in Canada (June 2019), Staff Analytical Note, Bank of Canada.

<sup>11</sup> Gig workers are typically classified as independent contractors, not employees.

<sup>12</sup> Statistics Canada, Custom tabulation of 2015 wages and salaries from the 2016 Census.

<sup>13</sup> Pension plans in Canada, as of January 1, 2018, Statistics Canada, June 6, 2019.

pension benefits are guaranteed by the employer, with public sector workers more than eight times more likely to be covered (79.1% versus 9.2%).

Defined Benefit pensions are quickly disappearing in the private sector, with DB plan coverage shrinking from 21.9% in 1997 to the most recent 9.2% figure in 2017. In fact, many existing DB plans in the private sector are already closed to new employees, indicating that DB pension plan coverage in the private sector will continue to decline<sup>14</sup>.

The benefit of a more secure retirement is further compounded with an earlier average age of retirement in the public sector. Public sector workers' average retirement age is 2.4 years younger than private sector workers.<sup>15</sup>

Public sector workers also have more job security than their private sector counterparts. When examining job losses as a percentage of total employment, a proxy for job security, public sector workers were five times less likely to experience job loss than those in the private sector (0.5% versus 2.5%).<sup>16</sup> This analysis excludes job losses as result of an end of temporary, casual, and seasonal jobs, which if included, would further widen the difference between the sectors.

The advantages for federal public service employees in pension and benefit coverage availability is further extended to a quality advantage. A recent comprehensive study prepared for TBS by Mercer<sup>17</sup>, which directly compared employer costs of pensions and benefits determined that the public service's plans were 24% more expensive than those in the General Canadian Marketplace. At a base salary of \$73,000, close to the Public Service average salary, this represents a premium of over \$2,800 or 3.9% of base pay higher than those outside the public service. The study noted that the source of this federal public service premium:

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

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<sup>14</sup> The extinction of defined-benefit pension plans is almost upon us, Frederick Vettese, The Globe and Mail October 4, 2018.

<sup>15</sup> Comparing Government and Private Sector Compensation in Ontario, 2018, Fraser Institute. Calculations by the Fraser Institute using Statistics Canada Labour Force Survey custom tabulation data on the Average and Median Retirement Age by Sex, Class of Workers, Canada and Provinces, Annual Average.

<sup>16</sup> Comparing Government and Private Sector Compensation in Ontario, 2018, Fraser Institute. Calculations by the Fraser Institute using Statistics Canada from custom tabulation Labour Force Survey data on Job losses by Reasons and Class of workers.

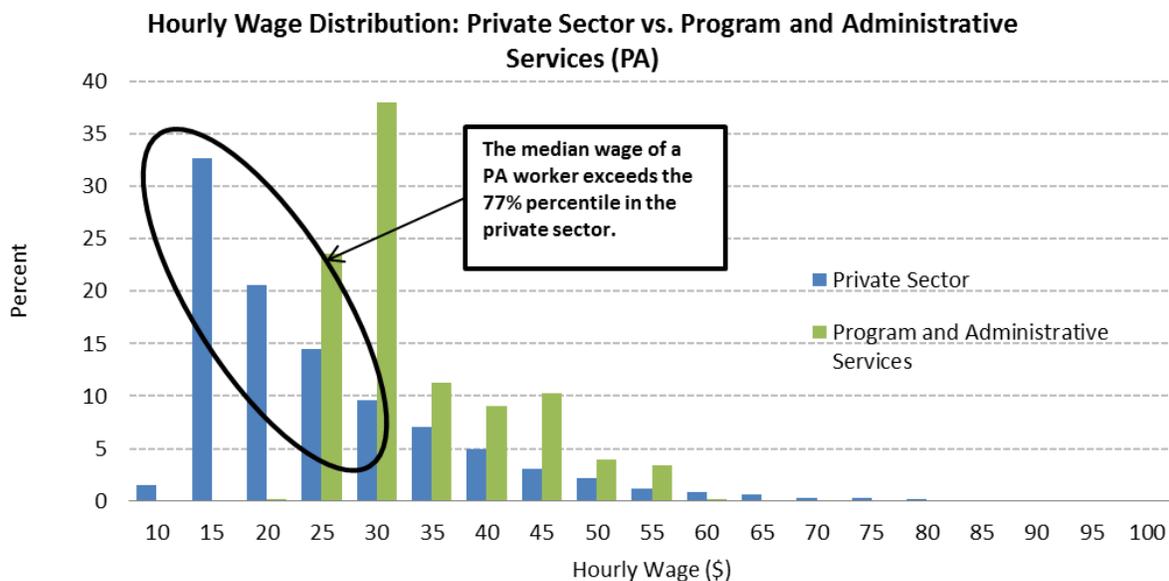
<sup>17</sup> Results Report: Pension and Benefit Benchmarking by Industry Sector. Mercer (2019).

The federal government supports providing its employees with good benefits and working conditions. Nevertheless, it also has an accountability to the many employees in the private sector whose taxes support the government, and who do not enjoy comparable working conditions in terms of wages, pensions, benefits, and job security.

The wage pattern already established with other federal public service bargaining agents is higher than settlements for other provincial public sector employees and recommending above-pattern increases would only further entrench the advantages that the federal public service enjoys over private sector and other public sector workers.

### Hourly wages for the PA group relative to the Private Sector

Results for the Labour Force Survey show how PA hourly rates of pay compare to that of the private sector. As shown in the chart below, the lowest-paid PA employee earns more than over half of employees in the private sector. Moreover, the median wage for PA workers exceeds the 77th percentile in the private sector. Even though the private sector is not a direct comparator for the PA group, the government needs to consider federal public service wages relative to the wages of the many Canadians whose taxes pay for government services through income tax and/or other taxes.



*Source: Labor Force Survey (LFS) Data for June 2015 and December 2015. Program and Administrative Services data based on the March 2014 incumbent wage base, excluding allowances and other premiums.*

Wage data reported in this table accounts for usual hours worked and usual wages earned by respondents during a typical week. These are normal paid or contract hours

not including overtime and overtime compensation. Similarly, the PA average hourly wages exclude overtime.

## Fiscal Outlook

The Government of Canada has adopted the position that reasonable deficit spending that targets Canada's middle-class can boost economic growth, provided that appropriate trade-offs are made to avoid accumulating excessive debt loads. Higher debt levels lead to higher borrowing costs, and as a result, fewer resources for spending priorities. The government is currently in a deficit situation. The deficit was \$14.0<sup>18</sup> billion for fiscal year 2018-19 and Budget 2019 forecasted continued deficits throughout the forecast horizon to fiscal year 2023-24.

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

Fiscal room to maneuver is especially important because very low interest rates restrict monetary policy from responding to an economic down-turn with further rate cuts. The current overnight rate of 1.75 per cent set by the Bank of Canada is more than two and half times lower than the pre-recession peak of 4.5 per cent in August 2007. According to TD Economics, central banks have limited room to provide stimulus in the event of a recession.<sup>19</sup>

Personnel costs, which includes salaries and wages; employer pension contributions; health, dental and disability benefits; and other employer contributions such as employment insurance, workers compensation, pay-in-lieu of leave, bonuses, and severance pay for the federal public service, RCMP and Canadian Forces, of \$60.3 billion dollars in 2017-18 were the single largest component of direct program expenses, representing 41 per cent of these costs.<sup>20</sup> Personnel costs have increased by \$11.7 billion since 2014-15. To put this amount in better context, \$11.7 billion dollars would cover almost 62 per cent of the entire cost of the Employment Insurance program for all of Canada for 2018-19<sup>21</sup>.

A portion of the increase in personnel costs is attributable to higher 'legacy' costs for the Government's generous pensions and benefits promises due to low and falling interest

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<sup>18</sup> Annual Financial Report of the Government of Canada Fiscal Year 2018–2019, Finance Canada.

<sup>19</sup> TD bank, What to Expect from Central Banks in the Next Global Downturn, October 2019.

<sup>20</sup> Public accounts of Canada 2018, Volume 1.

<sup>21</sup> Employment insurance costs taken from Table 3 of the Annual Financial Report of the Government of Canada for 2018-19

rates. From the employer's perspective, employees' total compensation costs have increased significantly beyond just what has been provided in wage increases.

The Government must manage total compensation costs prudently on behalf of taxpayers, and increasing costs from pensions and benefits need to be considered, as part of wage negotiations, to help mitigate the overall total compensation increase. Higher wages and salaries directly increase other compensation costs that are linked to salaries such as pensions, adding an additional 17% to the wage and salary costs for the public service. While pensions and benefits are not bargained directly at the PA table, they provide a significant additional monetary benefit in today's labour market.

In that context and given that compensation accounts for such a sizeable share of the government's expenses, responsible fiscal management requires that the costs of wage settlements afford the Government of Canada the fiscal room necessary to react when the economy falters and to spur economic growth and job creation over the long term. Wage increases above the already-established pattern would reduce the fiscal room to maneuver and may require raising taxes on Canadians or reducing services.

### **Risks to the Outlook**

According to the Bank of Canada<sup>22</sup>, the greatest risk to the economic outlook for the Canadian economy is 'global trade policies and related uncertainty'. The indecision around the United Kingdom's leaving the European Union and other geopolitical risks stemming from Argentina, Chile, Iran and Hong Kong could further darken the economic outlook. Trade disputes, like that of US-China and more recently Canada-China have a dampening effect on trade by depressing commodity prices, disrupting supply chains and slowing economic growth.

The OECD, in their recently-issued Interim Economic Outlook in September 2019 stated that *'The global economy has become increasingly fragile and uncertain, with growth slowing and downside risks continuing to mount.'*<sup>23</sup> The OECD warned that escalating trade conflicts are hurting confidence and investment, and aggravating risks in financial markets and endangering already weak growth prospects worldwide. In fact, the OECD's most recent projection for the global economy for 2019 and 2020 shows the weakest annual growth rates since the financial crisis, with downside risks continuing to mount.

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<sup>22</sup> Bank of Canada Monetary Policy Report, October 2019.

<sup>23</sup> OECD, Interim Economic Outlook, September 2019.

According to OECD Chief Economist Laurence Boone, *'The uncertainty provoked by the continuing trade tensions has been long-lasting, reducing activity worldwide and jeopardising our economic future.'* To illustrate the impact on Canada of a more pronounced slowdown in economic activity, an increasingly distinct possibility, the Bank of Canada unexpectedly provided an alternative economic scenario<sup>24</sup> of the effects on Canada if global GDP growth was only 2.25 per cent lower by 2021 than in their base-case projections. This scenario essentially assumes that if global GDP were to slow a little more than 1 per cent per year for the next two years, what the impact on Canada would be.

This decline in global growth would weaken domestic and foreign demand and cause commodity prices, an important Canadian export category, to decline by 20 to 25 per cent. This would lead to lower employment, lower inflation, lower wage growth and lower household income. Lower household income would also contribute to lower housing prices. As a result, real Canadian GDP would be 4.5% lower than what is currently projected by the end of 2021.

Households in Canada are already especially vulnerable to an economic slow-down because of near-record household debt levels, where Canadians owed roughly \$1.74 in credit market debt for every dollar of household disposable income<sup>25</sup>. In fact, the household debt service ratio, measured as total obligated payments of principal and interest on credit market debt as a proportion of household disposable income, edged up to a record 14.93 per cent of household disposable income.

Given these risks, a prudent approach to compensation would help contribute to preserve fiscal capacity to respond to an economic slow-down or recession.

## **2.5 Replication Principle**

The Bargaining Agent's economic proposals for the PA group far exceed the pattern established in the federal public service. They are also well in excess of broader public sector trends across Canada

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<sup>24</sup> 'Scenario with more pronounced global slowdown', October 30, 2019, Bank of Canada Monetary Policy Report.

<sup>25</sup> Statistics Canada, The Daily, September 13, 2019. National balance sheet and financial flow accounts, second quarter 2019.

## **Settlements to Date in the Federal Public Service**

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

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

The Employer proposes to replicate the same or equivalent improvements to members of the PA bargaining unit, which would provide for a fair and reasonable collective agreement. The evidence provided in this brief does not suggest or support that the PA group receive more than the pattern that has been set in the 34 agreements settled during this round of bargaining.

## **Provincial and Territorial Government Compensation**

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

For example, the Government of Ontario has tabled legislation which imposes a 1% maximum on annual compensation increases provided through collective agreements for a 3-year period. The province of Alberta has introduced wage restraint regulations limiting the increases in base salary of executives from April 1<sup>st</sup>, 2018 to December 31<sup>st</sup>, 2019. The Alberta Finance Minister has also announced that Alberta will also seek two to five per cent wage rollbacks in arbitration with the vast majority of public sector employees. Manitoba introduced sustainability legislation which came into effect in March 2017 and limits wage increases at 0% for the first two years, 0.75% for the third year, and 1% in the fourth year. Finally, the Government of Newfoundland and Labrador implemented four years of salary freezes from 2016-17 to 2019-20 and the Government of Nova Scotia legislated 0.75% annual wage increases from 2015-16 until 2018-19.

Covering similar periods, the Government of Canada has negotiated economic wage increases of 1.75% annually plus targeted wage measures of approximately 1% over the term of the agreement, with 34 groups in the federal public service.

Examining wage increases negotiated in other Canadian governments supports that the Employer's wage offer for the PA group, which is aligned to the established pattern, is reasonable and sufficient.

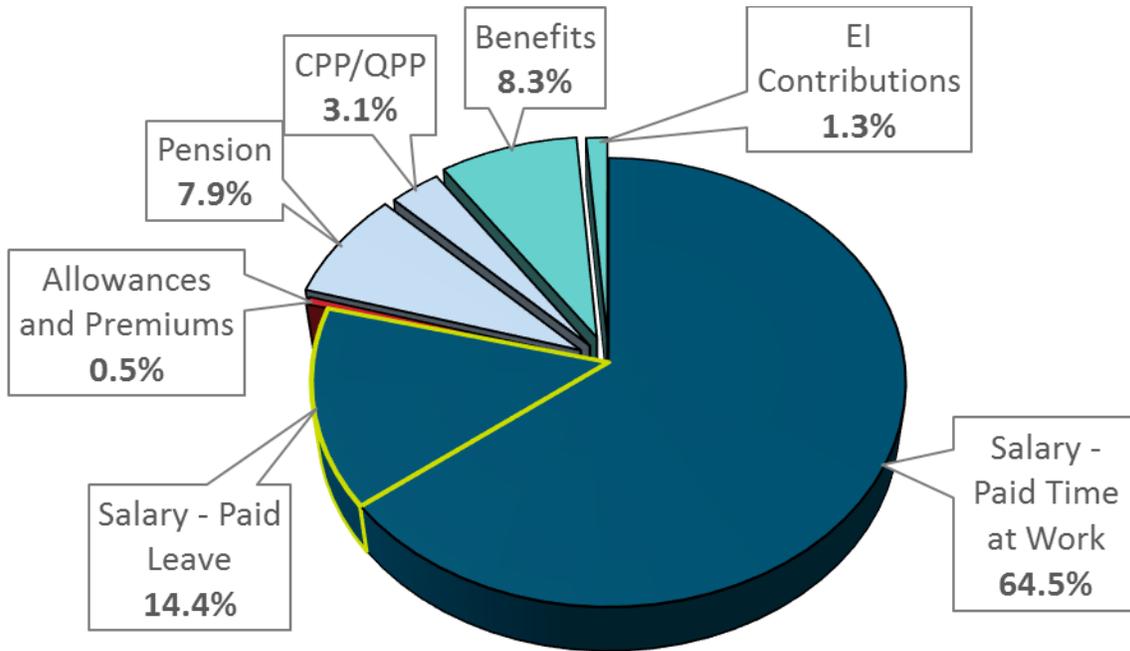
## **2.6 Total Compensation**

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

As noted in chart 2 on the following page, which provides a detailed breakdown of total compensation of a typical PA employee, employees in the PA group enjoy a substantial total compensation package:

- Base pay represents 78.9% of total compensation for employees of the PA bargaining unit.
- About 20.6% of total compensation is accounted for by pension and benefits, including life and disability insurance, health and dental plans.
- Allowances and premiums account for the remaining 0.5% of total compensation.

**Chart 2 – Total Compensation Components – Program and Administrative (PA) group**



## Methodology

**Salary:** Salaries reflect the maximum rate of pay available in 2017-18 to employees, weighted by the number of employees in each level.

**Allowances and premiums:** Average amount received in 2017-18 by all employees in the group. Amounts include: Bilingualism Bonus, Performance Pay, Additional duties/responsibilities allowances, and Recruitment and Retention allowances.

**Pension:** Based on employer contributions and an employer-employee cost-sharing ratio of 50:50. Rates are determined by blending the Group 1 and Group 2 2018 pension rates proportionally to the size of each level (or group) population. 2018 estimated RCA contribution rate is applied when relevant.

**Benefits:** Estimated 2017/18 value based on the average cost per employee (health and dental benefits) or as a share of payroll for the Core Public Administration (long-term disability, death benefits, maternity/paternity supplemental benefits) applied to the respective maximum rate of pay. The amount for Post-Employment Health and Dental benefits represents the present value of the anticipated costs and usages of health and dental benefits of current employees in future years.

**Paid leave:** Based on the average usage pattern of paid leave within a group (sick leave, family leave, one-time vacation leave) in 2016-17 or on the entitlement by group ( statutory holidays, personal and volunteer leave) or by group-level (annual vacation leave) as of March 2018.

**CPP/QPP and EI:** Based on 2018 contributions rates. EI includes the EI Premium Reduction Rate.

**Part III – Employer's Submission  
for Rates of Pay and Response to PSAC's Proposals**

Table 17 below compares the wage proposals from the Employer and the Bargaining Agent.

**Table 17: Employer and Bargaining Agent Wage Proposals**

	<b>EMPLOYER PROPOSAL</b>	<b>BARGAINING AGENT PROPOSAL</b>
<b>Economic increases</b>	<p><u>On June 21, 2018</u>, increase rates of pay by 2.0%.</p> <p><u>On June 21, 2019</u>, increase rates of pay by 2.0%.</p> <p><u>On June 21, 2020</u>, increase rates of pay by 1.50%.</p> <p><u>On June 21, 2021</u>, increase rates of pay by 1.50%.</p>	<p><u>On June 21, 2018</u>: after grids restructuring increase rates of pay by 3.25%.</p> <p><u>On June 21, 2019</u>, increase rates of pay by 3.25%.</p> <p><u>On June 21, 2020</u>, increase rates of pay by 3.25%.</p>
<b>Wage adjustment or restructures</b>	<p>Aligned with the established pattern, additional monetary measures totalling 1% of the PA wage base.</p> <p>As part of the 1%, the Employer is prepared to consider the following measures (more details are found at Part IV of this brief):</p> <ul style="list-style-type: none"> <li>• \$3000 per year allowance for PM-05 and PM-06 Fishery Officers (New Appendix);</li> <li>• \$2000 per year allowance for WP-04 and WP-05 Parole Officers and Parole Officers Supervisor;</li> <li>• Allocate the balance of the 1% for wage adjustments to the entire PA group.</li> </ul>	<p>Prior to applying the economic increase, a wage adjustment at all steps for the AS, IS and PM groups.</p> <p>In addition to, and prior to applying the economic increase, add one step equivalent to 4% increase for the PM-5 and AS-5 levels to match the EC-5 rate of pay.</p> <p>Remove the two lowest levels and replace with two new highest levels for all pay scales of the AS, PM and IS groups.</p> <p>Move up by two levels all members of the AS, PM and IS groups.</p> <p>Prior to applying the economic increase, a wage adjustment at all steps to match PA groups (CR, DA and ST) with external comparators at Canada Revenue Agency.</p> <p>Exception for the DA-CON-1 and DA-CON-1 subgroup rate of pay: apply same economic increase and wage adjustment as rest of the DA classification.</p> <p>Remove the two lowest levels and replace with two new highest levels for all pay scales of the CR group.</p> <p>Move up by two levels all members of the CR group.</p> <p>Remove the two lowest levels and replace with two new highest levels for all pay scales of the DA group.</p> <p>Move up by two levels all members of the DA group and an additional 6% market adjustment.</p> <p>Increase the wage adjustment for the CM and OE groups at the same rate as AS, IS and PM.</p>

		Increase the wage adjustment for the WP group at the same rate as AS, IS and PM.
		Remove the two lowest levels and replace with two new highest levels for all pay scales of the ST group.
		Move up by two levels all members of the ST group and an additional 7% market adjustment.
		Remove the two lowest levels and replace with two new highest levels for all pay scales of the CM and OE group.
		Move up by two levels all members of the CM and OE group.
		Remove the two lowest levels and replace with two new highest levels for all pay scales of the WP group.
		Move up by two levels all members of the WP group.
<b><u>TOTAL</u></b>	<b><u>\$522,433,298</u></b> <b><u>8.26%</u></b>	<b><u>\$1,112,547,727</u></b> <b><u>17.58%</u></b>

The Bargaining Agent wage proposals are significant. The PSAC proposes a cumulative wage increase of 17.58% over three years. In contrast, the pattern established in the federal public service is 8.26% over a 4 year period.

The Employer submits that the Bargaining Agent's proposals are not supported by any rigorous analysis, as demonstrated in detail at Part II. They are also out of touch with the established pattern with other CPA and separate agencies groups in the current round of negotiations.

In turn, the Employer's offer is sufficient, reasonable, and aligned with the aforementioned pattern. The Employer proposes that its economic offer be recommended by the Commission. The Employer's wage proposals before this Public Interest Commission is in keeping with the analysis included in this document, and is consistent with the overall proposals made to Bargaining Agents in negotiations.

**Part IV – Employer's Submission  
On Other Outstanding Issues**

This section includes the Employer's recommendations for all other outstanding proposals. It includes proposals that are common for all PSAC groups, as well as proposals that are specific to the PA group.

In this section, the common proposals are discussed first, followed by the PA specific proposals starting on page 165.

## **4.1 Common Proposals for all PSAC groups**

1. Article 10 – Information
2. Article 11 – Check-Off
3. Article 12 – Use of Employer facilities
4. Article 13 – Employee Representatives
5. Article 14 – Leave with or without pay for Alliance business: cost recovery
6. Article 17 – Discipline
7. Article 20 – Sexual Harassment
8. Article 24 – Technological Change
9. Article 30 – Designated Paid Holiday
10. Article 34 – Vacation Leave with Pay
11. Article 35 – Sick Leave with Pay
12. Article 40 – Parental Leave without Pay
13. Article 42 – Compassionate Care and Caregiving Leave
14. Article 57 – Employee Performance Review and Employee Files
15. Article 65 – Pay Administration
16. NEW Article – Domestic Violence Leave
17. NEW Article – Protections against Contracting Out
18. Appendix D – Workforce Adjustment
19. Appendix F – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Implementation of the Collective Agreement
20. Appendix M – Memorandum of Understanding between the Treasury Board and the Public Service Alliance of Canada with respect to Mental Health in the Workplace
21. Appendix N – Memorandum of Understanding between the Treasury Board and the Public Service Alliance of Canada with respect to Child Care
22. Appendix O – Memorandum of Agreement on Supporting Employee Wellness
23. NEW Appendix – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada

## Article 10 – Information

### Employer Proposal

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

**EB: Article 11**

**SV: Article 10**

**TC: Article 10**

### Remarks

The Employer's proposal for electronic access to the collective agreement is consistent with the Government's policies and commitments to the environment and towards greening its economy, and it is cost-effective.

The Employer's proposal is also consistent with the Bargaining Agent's position regarding greening initiatives. On a number of occasions in the recent past, the Bargaining Agent has made statements and representations arguing that "climate change, global warming and the protection of our environment are Bargaining Agent issues. The PSAC has also voiced its support towards greening initiatives, such as Global Climate strike on September 20, 2019, and Earth Day on April 22. During a 2018 Appeal Board regarding the Public Service Dental Care Plan (PSDCP), the Bargaining Agent submitted that the PSDCP should be online rather than printed, so it that it could be accessible publicly for members.

During the 2018 National Convention of the PSAC, the Bargaining Agent indicated that it was deploying efforts to create a more sustainable convention and to reduce the carbon footprint on the environment by reducing the paper used and encouraging members to support the goal of greening.

As part of the Statement of Principles advertised on its website, the Bargaining Agent identifies a strong public sector response as the only way to address environmental challenges. The Employer's proposal is aligned with this principle.

Employees have access to the collective agreement via the Treasury Board Secretariat web site in both official languages, in an accessible format that accommodates disabilities and benefits from the advantages of an electronic document, such as, but

not limited to, search functions, and the ability to copy and paste into e-mail messages or other documents.

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

It should be noted that 18 of the 27 CPA collective agreements now contain the same or similar language on electronic access, as what is proposed by the Employer.

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

*"For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to this Agreement. Where electronic access is unavailable, the employee shall be supplied, on request, with a printed copy of this Agreement."*

The PIC further opined in their report:

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

The Employer requests that the Commission include the Employer's proposal in its report.

## Article 11 – Check-Off

### Employer Proposal

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

~~11.07 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.~~

**EB: Article 10**

**SV: Article 11**

**TC: Article 11**

### Remarks

#### 11.06 – Union dues' schedule

With the addition of the language at clause 11.06, the Employer is proposing that the Bargaining Agent disclose its Bargaining Agent dues schedule to the Employer to help the Employer better understand how the Alliance calculates members' Bargaining Agent dues.

Currently, the process for collecting union dues is the following:

- Currently, union dues for new PSAC members start at a flat rate of \$40 per member.
- Information pertaining to union dues is compiled and exchanged with the Bargaining Agent.
- With this information, the Bargaining Agent calculates the appropriate union dues and insurance premiums for each employee and then sends the appropriate deduction rate updates directly to Public Services and Procurement Canada (PSPC).
- PSPC uses the deduction rates provided by the PSAC to deduct dues for PSAC members, by way of an interface.

- PSPC then provides the actual amounts deducted to the PSAC on a monthly basis so that the Bargaining Agent can reconcile the payment they received each month.

The Alliance uses complex Bargaining Agent dues calculation algorithms that are not shared with the Treasury Board Secretariat or PSPC for validation purposes.

Issues arise when amounts are deducted in error by the Employer based on the input received from the Bargaining Agent. Attempts at reconciling the account can take an extended period of time to correct, as the Employer seeks confirmation of the reimbursement. Without a proper understanding of how the PSAC calculates Bargaining Agent dues, it leaves the Employer with no means to validate and explain the amounts deducted via the interface.

#### 11.07 – Deductions for other purposes

Currently, the Employer makes deductions on behalf of the employee for other purposes such as insurance premiums. The Employer is proposing to delete the language at clause 11.07 as it perpetuates a practice that unnecessarily burdens the current pay system.

Considering online banking and ease of access, employees can make arrangements through their banking institutions for such payments. There is no reason why the Employer should have any role in administering these transactions.

The Employer requests that the Commission includes the Employer's proposals in its report.

## Article 12 – Use of Employer Facilities

### Union Proposal

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

### Employer movement

**In order to achieve settlement, the Employer proposes the following:**

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

**EB: Article 9**

**SV: Article 12**

**TC: Article 12**

### Remarks

The Bargaining Agent is proposing to expand the wording at clause 12.03 to give representatives of the PSAC significantly broader access rights to the Employer's premises to meet with employees in the bargaining unit for unspecified reasons. This could include meetings that are inconsistent with the Employer's legitimate interests and/or operations.

The Employer submits that agreeing to expanded access rights, as proposed by the PSAC, could have negative impacts on the Employer's operations and raise legitimate concerns.

However, the Employer submitted a counter-proposal, reproduced above, accepting that granting permission shall be subject to a reasonable standard.

The Employer's proposed movement is consistent with other collective agreements.

The Employer requests that the Commission include the Employer's proposed language as a compromise in its report.

## Article 13 – Employee Representatives

### Union Proposal

#### 13.04

- 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.

**EB: Article 8**

**SV: Article 13**

**TC: Article 13**

#### Remarks

Currently, while the Employer cannot unreasonably withhold permission, an employee must nonetheless obtain permission from his or her immediate supervisor before leaving work.

The Bargaining Agent's proposal to amend the provisions of clause 13.04 to eliminate the Employer's discretion and ability to consider the operational impact of granting permission to leave the workplace. The proposal is tantamount to a simple notification by the employee to the supervisor that they are leaving on Bargaining Agent business.

The Employer submits that it is entitled to rely on its employees to attend work and to perform the tasks for which they were hired. Allowing employee representatives to leave work without giving management any discretion to determine if work requirements will allow for their immediate absence is not reasonable and could result in potential disruption to the Employer's operations.

The Employer submits that the current language provides enough flexibility and discretion to allow representatives to attend to the circumstances outlined in paragraph 13.04(a). Furthermore, the existing wording "such permission shall not be unreasonably withheld" provides for a reasonable balance between the Employer's needs and those of the Bargaining Agent.

Of note, in May 2018, the Treasury Board of Canada Secretariat issued an Information Bulletin to departments recognizing the valuable role of Bargaining Agent representatives and encouraging the flexible application of the language in this Article, especially as it applies to allowing representatives to assist employees with pay issues.

The Employer is willing to work with the PSAC to address any concerns it may have regarding the restrictive interpretation of this clause by departments.

The Employer therefore requests that the Commission not include the bargaining agent's proposal in its report.

## Article 14 - Leave With or Without Pay for Alliance Business

Union Proposal
<p><b>(New)</b></p> <p><b>14.15 Leave without pay, recoverable by the Employer, shall be granted for any other union business validated by the Alliance with an event letter.</b></p>
<p><del>14.14</del> <b>16</b> <del>Effective January 1, 2018,</del> Leave without pay granted to an employee under <b>this Article, with the exception of article 14.14 above, 14.02, 14.09, 14.10, 14.12 and 14.13 will be with pay; the PSAC will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by the joint agreement.</b></p>
<p><b>(New)</b></p> <p><b>14.17 Leave Without Pay for Election to an Alliance Office</b></p> <p><b>The Employer will grant leave without pay to an employee who is elected as an official of the Alliance within one month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.</b></p>
Employer Proposal
<p><del>14.14</del> <del>Effective January 1, 2018,</del> Leave granted to an employee under <del>article</del> <b>clauses 14.02, 14.07, 14.08, 14.09, 14.10, 14.12 and 14.13</b> will be with pay <b>for a total cumulative maximum period of three (3) months per fiscal year</b>; the Alliance will reimburse the employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement.</p>

**EB: Article 14**

**SV: Article 14**

**TC: Article 14**

### Remarks

#### 14.14 – Amount of leave subject to cost-recovery

With its proposal at clause 14.14, the Employer seeks to clarify the maximum amount of leave with pay for Bargaining Agent business that would be subject to the cost-recovery mechanism introduced during the last round of collective bargaining.

Clause 14.14 is a new provision negotiated in the last round and is supplemented by Appendix K of the collective agreement, which includes more details concerning the implementation of Bargaining Agent leave with cost recovery. An extract of the appendix is reproduced below:

***Memorandum of Agreement with Respect to Implementation of Union Leave***

*This memorandum is to give effect to an agreement reached between the Employer and the Public Service Alliance of Canada (the Union) to implement a system of cost recovery for leave for union business.*

*The elements of the new 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 Employer will pay for all administration costs associated with the operation of this system.*

The first bullet can lead to differing interpretation. The Employer's proposal at 14.14 would address this ambiguity by clarifying that the leave without pay mechanism with cost recovery is for up to a total of three months cumulative per fiscal year. This proposal reflects the original intent of the provisions negotiated in the last round.

This intent was reflected in the negotiated recovery rate charged by the Employer for the employee benefits. Then parties agreed to a recovery rate of 6%, recognizing that the full value of employee benefits is, on average for the PA group, over 35% as outlined in Part II. The rate of 6% is associated with a total maximum of 3 months per year. The cost-recovery mechanism was negotiated with the intent of being cost neutral; this further supports the parties' understanding that the mechanism could be used only for a limited amount of time.

**14.15 – Alliance proposal to authorize cost-recovery for all union business**

The Bargaining Agent is proposing that the Employer authorize leave without pay under Article 14 for any union business, validated by the PSAC. Currently, leave for PSAC business (both with and without pay) is limited to specific reasons.

The Employer submits that agreeing to the Bargaining Agent's proposal would leave the Employer without any real discretion for the granting leave without pay, even when it is not reasonable to expect the Employer to grant an employee leave, such as for attending a demonstration against the Employer.

Various leave provisions under Article 14 are subject to the Employer's discretion based on operational requirements.

The Bargaining Agent is also proposing to make all but clause 14.14 subject to the terms of the MOU on cost recovery for leave for Alliance business. The Employer submits that the list in current clause 14.14 is sufficient to address the leave without pay and recovery situations, and any clauses negotiated would simply be added to that list.

In fact, the Employer's proposal includes improvements to 14.14, in the Bargaining Agent's favour, with the addition of 14.07 and 14.08 to the list of eligible leave that the Employer could accept as a reasonable compromise towards an overall negotiated settlement.

#### 14.17 – Election to an Alliance Office

The Bargaining Agent's proposal at clause 14.17 is specific to the PA table and does not apply to the other groups.

The Employer does not object to the new language the Bargaining Agent proposes at 14.17 and could accept it as part of an overall negotiated settlement.

The Employer therefore requests that the Commission recommend renewing the current language with the Employer's proposed changes under clause 14.15, and the Bargaining Agent's proposal at 14.17 (specific to the PA table) to resolve all outstanding proposals at article 14, and as part of an overall settlement, in its report.

## Article 17 – Discipline

### Employer Proposal

**17.05** Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. **This period will automatically be extended by the length of any single period of leave without pay in excess of six (6) months.**

**EB: Article 32**

**SV: Article 17**

**TC: Article 17**

### Remarks

The Employer is proposing to extend the retention of the notice of disciplinary action on file by the length of any single period of leave without pay in excess of six months.

The corrective nature of disciplinary measures should provide management with the opportunity to evaluate the employee's behaviour in the workplace and integrate adjustments if and when required, which is only possible if the employee is at work.

An extension due to leave of absence has been introduced in some collective agreements in the past, including the CS, EC, LP, FI, FS and AV agreements and has been successfully introduced in the SP, EL, UT, SH, NR, and RO agreements during this round of bargaining.

The Employer requests that the Commission include this Employer proposal in its report.

## Article 20 – Sexual Harassment

### Union Proposal

**Change title to: HARASSMENT AND ABUSE OF AUTHORITY**

#### **20.01**

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

**(New)**

#### **20.02 Definitions:**

- a) **Harassment, violence or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause 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.**

*Renumber accordingly*

#### **20.02-20.03**

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

**20.0320.04** By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with ~~sexual~~ harassment. The selection of the mediator will be by mutual agreement **and such selection shall be made within thirty (30) calendar days of each party providing the other with a list of up to three (3) proposed mediators.**

#### **20.04 20.05**

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

**(New)**

**20.06**

- a) **No Employee against whom an allegation of discrimination or harassment has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary.**
- b) **If at the conclusion of any investigation, an allegation of misconduct under this Article is found to be unwarranted, all records related to the allegation and investigation shall be removed from the employee's file.**

**Employer movement**

**(New)**

**APPENDIX "XX"**

**Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to Workplace Harassment**

**This memorandum is to give effect to the agreement reached between the Treasury Board and the Public Service Alliance of Canada (the Alliance).**

**Both parties share the objective of creating healthy work environments that are free from harassment and violence. In the context of the passage of Bill C-65, an Act to amend the Canada Labour Code by the Government of Canada, as well as the Clerk of the Privy Council's initiative to take action to eliminate workplace harassment, the Treasury Board is developing a new directive covering both harassment and violence situations.**

**During this process, the Treasury Board will consult with the members of National Joint Council (NJC) on the following:**

- **mechanisms to guide and support employees through the harassment resolution process;**
- **redress for the detrimental impacts on an employee resulting from an incident of harassment;**
- **and**
- **ensuring that employees can report harassment without fear of reprisal.**

**Should the Alliance request, the Employer would, in addition to the NJC consultations, agree to bilateral discussions with the Alliance. Following such discussions, a report will be provided to the NJC.**

**The implementation and application of this directive do not fall within the purview of this MOU or the collective agreement.**

**This memorandum expires upon issuance of the new directive or (expiry of the collective agreement), whichever comes first.**

**EB: Article 17**

**SV: Article 20**

**TC: Article 20**

### **Remarks**

The Bargaining Agent is proposing to transform the article on sexual harassment into a broader harassment and abuse of authority provision. The Commission should be aware that the Employer has a comprehensive Directive on harassment in the workplace, on which the Bargaining Agents have been consulted. It is a public service wide policy that applies to all public servants; it defines harassment as any improper conduct by an individual and includes harassment within the meaning of the *Canadian Human Rights Act* (i.e., harassment as a prohibited ground of discrimination).

The TBS Directive focuses on the prevention, as well as the resolution of harassment. The Bargaining Agent's proposal appears to be limited to redress.

Section 8 of the FPSLRA, which deals with union / management committees, specifically lists harassment in the workplace as an issue that can be addressed jointly. Therefore, legislation has already set out a mechanism for the Bargaining Agent to be engaged on this important issue.

### **Bill C-65**

The Government of Canada has committed to taking action to ensure that federal workplaces are free from harassment and violence. In response to this priority, Parliament introduced, and passed, Bill C-65, *An Act to amend the Canada Labour Code* (harassment and violence), which applies to federal public servants.

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

The risks/factors that may contribute to harassment or violence in the workplace will be identified and analyzed jointly by the parties.

In response to the Bargaining Agent's proposed new language at 20.06, the Employer submits that the *Canada Labour Code*, Part II addresses this at section 147, which does not allow the Employer to dismiss, suspend, lay off or demote, impose financial or other penalty, or take any disciplinary action against or threaten to take any such action against an employee because the employee exercised their rights under the *Code*, i.e., a complaint of harassment or violence.

The Employer would also point out that Article 5 (precedence of legislation) of the PA, SV, TC and EB collective agreements state that:

*any law passed by Parliament, applying to employees covered by this agreement, renders null and void any provision of this agreement*

Therefore, it would be redundant to include the Bargaining Agent's proposals since the legislation supersedes the proposed language.

Harassment is one of the themes included in the Public Service Employment Survey (PSES). In 2011, one year before the implementation of the aforementioned policy, 29% of employees indicated having been a victim of harassment on the job in the past two years, which was a similar rate to the PSES 2008. The 2014 results show a significant decline from 29% to 19%. The 2017 and 2018 results respectively demonstrate a 22% and 15% rate, which translates into a decline of almost 50% in employees perceiving that they have been victims of harassment in the workplace since the implementation of the Employer's policy. Even if the results of the PSES suggest progress, the Employer recognizes that efforts to prevent and resolve harassment must be sustained and are on-going.

Accordingly, the Employer has initiated a review of the aforementioned directive in line with the legislative changes stemming from Bill C-65. In that regard, the Employer proposes to hold consultations with the PSAC, as well as other bargaining agents representing CPA employees.

Consequently, the Employer proposes that the Commission include the Employer's counter-proposal as a compromise to resolve all outstanding proposals at article 20 in its report.

## Article 24 – Technological Changes

Union Proposal
<p><b>24.01</b> 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, <b>the relocation of a work unit or work performed by a work unit</b>, Appendix D, Work Force Adjustment, will apply. In all other cases, the following clauses will apply.</p>
<p><b>24.02</b> In this article, “technological change” means:</p> <ol style="list-style-type: none"> <li>a. the introduction by the Employer of equipment or material, <b>systems or software</b> of a different nature than that previously utilized, and</li> <li>b. a change in the Employer’s operation directly related to the introduction of that equipment or material, <b>systems or software</b>.</li> </ol>
<p><b>24.03</b> <del>Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer’s operations.</del> Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.</p>
<p><b>24.04</b> The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than <del>one hundred and eighty (180)</del> <b>three hundred and sixty (360)</b> 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.</p>
<p><b>24.05</b> The written notice provided for in clause 24.04 will provide the following information:</p> <ol style="list-style-type: none"> <li>a. the nature and degree of the technological change;</li> <li>b. the date or dates on which the Employer proposes to effect the technological change;</li> <li>c. the location or locations involved;</li> <li>d. the approximate number and type of employees likely to be affected by the technological change;</li> <li>e. the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.</li> <li>f. <b>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.</b></li> </ol>

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

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

**EB: Article 50**

**SV: Article 24**

**TC: Article 24**

### Remarks

#### New language at clause 24.01

The Bargaining Agent is proposing to add "the relocation of a work unit or work formerly performed by a work unit," to clause 24.01.

The current language is common across CPA collective agreement.

The bargaining agent did not provide a justification for this proposed change, and the Employer is of the view that it is unwarranted.

#### New language at clause 24.02

The addition of the language proposed by the Bargaining Agent for clause 24.02 would significantly and unduly broaden the scope of article 24. This addition could be argued as encompassing any systems and/or software changes, updates or upgrades, which are common and do not amount to technological changes as contemplated by the article. On the other hand, the current provision is already broad enough (i.e the reference to material or equipment) to capture a large variety of technical changes when the equipment or material is of a different nature than that previously utilised, which may include systems or software where warranted. There does not appear to be merit in singling out "systems or software" in the clause, as proposed by the Bargaining Agent.

#### Deletion of language at 24.03

The Employer also disagrees with the proposed deletion of a portion of clause 24.03 as it would send the wrong message and run counter-current to modernization initiatives.

Technological change is important to the Government's work of serving Canadians and should not only be recognized, but encouraged and promoted.

For example, in Budget 2017, the Government made a commitment to adopting new ways of serving Canadians. Making better use of digital technologies that could improve the ways in which businesses can access government services, speed up immigration processing times through better-integrated information, or make it easier for Canadians to access benefits or tax information online.

#### 24.04 – Notification period increase

The proposal to increase the notification period from 180 to 360 days in 24.04 is unreasonable and places too much constraint on the Employer. It would be impractical, if not impossible at times, to provide such lengthy notice of impending changes without unduly delaying the introduction of required changes.

#### 24.05 – Expansion of the information in the written notice

The Employer submits that the Bargaining Agent's proposal for additional language at 24.05 introduces an obligation that would represent a significant burden on the Employer as technological changes vary in scope and the proposed language is extremely broad. The determination of a need for technological change is the prerogative of the Employer and there is no justification for the proposed requirement to provide business cases.

The Employer is of the view that the existing provisions at clause 24.05 and 24.06, providing for notification and consultation, are adequate and sufficient. The changes proposed by the bargaining agent are not found in other CPA collective agreement. The FPSSLRA and the collective agreement (article 21) also include broad provisions dealing with joint consultation.

#### New language at 24.06 around the timing of consultation

The addition of new language at 24.06 has the potential to cause undue delays in the consultation process.

#### Deletion of reasonableness standard at 24.07 for providing training

The deletion of language in 24.07 as it relates to providing training places a much higher burden on the Employer and would open the door to employees claiming that more training is always needed.

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

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

## Article 30 – Designated Paid Holidays

### Union Proposal

**30.02** Subject to clause 30.03, the following days shall be designated paid holidays for employees:

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

**30.08**

- a. When an employee works on a holiday, he or she shall be paid **double (2) time** ~~and time and one-half (1 1/2)~~ for all hours worked ~~up to seven decimal five (7.5) hours and double (2) time thereafter~~, in addition to the pay that the employee would have been granted had he or she not worked on the holiday; or
- b. upon request and with the approval of the Employer, the employee may be granted:
  - i. a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday;  
and
  - ii. pay at **double (2) time** ~~one and one-half (1 1/2)~~ times the straight-time rate of pay for all hours worked ~~up to seven decimal five (7.5) hours~~; ~~and~~
  - iii. ~~pay at two (2) times the straight-time rate of pay for all hours worked by~~

~~him or her on the holiday in excess of seven decimal five (7.5) hours.~~

### Employer Proposal

**30.02** Subject to clause 30.03, the following days shall be designated paid holidays for employees:

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

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

**EB: Article 32**

**SV: Article 32**

**TC: Article 21**

### Remarks

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

The Employer already provides 11 statutory holidays to its employees. This provision in the PA collective agreement is similar to all other CPA collective agreements, including

those that were recently concluded. The total of 11 days is competitive with provinces, territories, municipal governments, and private industry agreements.

The Employer is of the view that the proposal to increase the number of statutory holidays is not warranted and would be costly in terms of lost productivity and replacement costs - close to \$52M per year ongoing for the PA group, representing 0.82% of the PA wage base.

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

The Employer recommends that the Commission not include the Bargaining Agent's proposal in its report

The Employer is proposing language to clarify that the value of a designated paid holiday is 7.5 hours whether that day is worked or not.

The Employer's proposal is intended to be consistent with the value of a day in Article 18 – Leave General, Article 22 - Volunteer Leave, Clause 22.12 - Leave with Pay for Family-Related Responsibilities Clause, 22.16b. Personal Leave, and Article 39 – Variable Hours of Work (Designated Paid Holidays).

This would avoid any confusion of compensation entitlement on a DPH. It would clarify how many hours the DPH is worth when the employee normally works more than 7.5 hours per day. This would also clarify compensation entitlement when the employee is scheduled to work on a DPH and takes leave on that DPH. The Employer's proposal is merely a clarification and has no impact on the entitlements.

The Employer requests that the Commission recommend the renewal of the existing article, with the additional clarification proposed by the Employer, in its report.

## Article 34 – Vacation Leave with Pay

### Union Proposal

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

- a) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's ~~eighth (8th)~~ **fifth (5<sup>th</sup>)** year of service occurs;
- b) twelve decimal five (12.5) hours commencing with the month in which the employee's ~~eighth (8th)~~ **fifth (5<sup>th</sup>)** anniversary of service occurs;
- ~~c) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~
- ~~d) fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~
- c)** fifteen decimal six two five (15.625) hours commencing with the month in which the employee's ~~eighteenth (18th)~~ **tenth (10)** anniversary of service occurs;
- ~~e) sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~
- ~~d)~~ eighteen decimal seven five (18.75) hours commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **twenty-third (23<sup>th</sup>)** anniversary of service occurs;;

**EB: Article 20**

**SV: Article 37**

**TC: Article 38**

### Remarks

The Bargaining Agent is proposing to amend the rate of accumulation of vacation leave credits, effectively increasing vacation leave entitlements beyond what has been granted to most other groups in the CPA. This proposal is costly – over \$48M per year ongoing, representing 0.8% of the PA wage base.

As part of a total compensation package, the current PA vacation leave entitlements are clearly comparable with what is found in the vast majority of collective agreements in the CPA.

The Bargaining Agent's proposal could also generate the need for additional human resources and overtime, which involve additional costs.

The Employer requests that the Commission not include the Bargaining Agent's proposal in its report.

### **Article 35 – Sick Leave with Pay**

<b>Union Proposal</b>
<b>35.09 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).</b>
<b>35.10 When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for all costs associated with obtaining the certificate. Employees required to provide a medical certificate shall also be granted leave with pay for all time associated with the obtaining of said certificate.</b>
<b>Employer Proposal</b>
<b>The sick leave provisions of this agreement will be amended by mutual consent to address a new Employee Wellness Plan, when an agreement is reached between the parties.</b>

**EB: Article 19**

**SV: Article 38**

**TC: Article 39**

#### **Remarks**

The Bargaining Agent's proposal on medical certificates is three-fold: the PSAC is seeking the following be included in the PA agreement:

- Adding language to specify the type of medical information that the Employer must consider as being satisfactory for granting sick leave with pay;
- Reimbursing employees for all costs associated with obtaining a medical certificate; and
- Granting leave with pay for the time associated with obtaining said certificate.

#### **35.09 – Medical Certificate**

First, the Employer submits that while a medical certificate might usually be sufficient to support a request for sick leave with pay, it does not and should not guarantee an automatic right to the leave.

In certain circumstances the Employer may determine that a medical certificate is insufficient to demonstrate that the employee is entitled to sick leave with pay, or does not contain the information required to make an informed decision. In such cases, the

Employer may want to seek additional clarification before approving the request for sick leave with pay.

The Employer has the right, as per clause 35.02 of the Agreement, to ascertain the reasons provided by the employee to support a request for leave. The onus is on the employee to provide a valid reason for an absence related to illness. The demonstration required may vary depending on the circumstances and does not necessarily include the provision of a medical certificate from a physician. This means that the information that the employee provides can be any demonstration that they were unfit for work for that period, including a medical certificate from a health care practitioner.

The Employer is of the opinion that the proposed language at 35.09 would infringe too much on the Employer's discretion under 35.02(a) to be satisfied that the employee was ill or injured and should be granted sick leave with pay.

#### 35.10 – Reimbursement of Cost of Medical Certificate and Leave with Pay

As indicated above, the onus is on the employee to provide a valid reason for an absence related to illness.

The Employer submits that it should not be held responsible for the cost of certificates and related expenses since the onus is on the employee to satisfy the Employer that he or she was unable to perform his or her duties because of illness or injury.

The Bargaining Agent has not demonstrated that its proposed changes at article 35 are warranted. Such a provision is not found in other CPA collective agreements either.

The Employer's proposal with regards to the Employee Wellness Plan is addressed under Appendix O, later on in this brief.

The Employer requests that the Commission not include the Bargaining Agent's proposal in its report.

## Article 40 – Parental Leave Without Pay

### Union Proposal

#### 40.01 Parental leave without pay

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

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

**or**

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

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

b. **Notwithstanding 44.01(a)(i) or (ii) where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted shared parental leave without pay or paternity leave without pay for either:**

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

**or**

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

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

c. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for **either**:

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

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

**d. Notwithstanding 40.01(c)(i) or (ii) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted shared parental leave without pay for either:**

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

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

f. Notwithstanding paragraphs (a), (b), (c) and (bd):

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

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

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

h. The Employer may:

- i. defer the commencement of parental leave without pay at the request of the employee;
- ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
- iii. require an employee to submit a birth certificate or proof of adoption of the child.

i. Leave granted under this clause shall count for the calculation of "continuous

employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

#### **40.02 Parental allowance**

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

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

- a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (ij), **or (m) to (t)** providing he or she:
  - i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
  - ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, **shared parental**, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer, and
  - iii. has signed an agreement with the Employer stating that:
    - A. the employee will return to work on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
    - B. Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable;
    - C. should he or she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the

obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:

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

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

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

### Option 1

#### Standard Parental Allowance:

- c. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee **on parental leave without pay as described in 40.01(a)(i) and (b)(i), has chosen to receive Standard Employment Insurance parental benefits and** is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for ~~each week~~ of the waiting period, less any other monies earned during this period;
  - ii. for each week the employee receives parental, ~~or adoption or paternity~~ 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 or paternity~~ benefits, less any other monies earned during this period which may result in a decrease in his or her parental, adoption ~~or paternity~~ benefit to which he or she would have been eligible if no extra monies had been earned during this period;

- iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period;
- iv. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 38.02(c)(iii) for the same child.

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

- i. **for each week the employee receives shared parental benefits under the Employment Insurance or paternity benefits under the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the shared parental benefits or paternity benefits, less any other monies earned during this period which may result in a decrease in his or her shared parental benefits or paternity benefits to which he or she would have been eligible if no extra monies had been earned during this period;**
- e. At the employee's request, the payment referred to in subparagraph 40.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance ~~or Québec Parental Insurance Plan~~ parental benefits.
- f. The parental allowance to which an employee is entitled is limited to that provided in paragraphs (c) **and (d)** and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Quebec.
- g. The weekly rate of pay referred to in paragraphs (c) **and (d)** shall be:
  - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental **or shared parental** or paternity leave without pay;
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental **or shared parental or paternity** leave without

pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

- h. The weekly rate of pay referred to in paragraph (f) **(g)** shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
- i. Notwithstanding paragraph ~~(g)~~ **(h)**, and subject to subparagraph ~~(fg)~~ **(ii)**, if on the day immediately preceding the commencement of parental **or shared parental or paternity** leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- j. Where an employee becomes eligible for a pay increment or pay revision that would increase the parental **shared parental or paternity** allowance while in receipt of parental **shared parental or paternity** allowance, the allowance shall be adjusted accordingly.
- k. Parental, **shared parental or paternity** allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- l. **Under option 1**, the maximum combined shared, maternity, and parental, **shared parental and paternity** allowances payable under this collective agreement shall not exceed fifty ~~seventwo (52)~~ **(57)** weeks for each combined maternity, and parental, **shared parental and paternity** leave without pay.

**(New)**

## **Option 2**

### **Extended Parental Allowance:**

- m. **Parental Allowance payments made in accordance with the SUB Plan will consist of the following:**
  - i. **where an employee on parental leave without pay as described in 40.01(a)(ii) and (b)(ii), has chosen to receive Extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for the waiting period, less any other monies earned during this period;**
  - ii. **for each week the employee receives parental or adoption benefits under the Employment Insurance, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption benefit, less any other monies earned**

- during this period which may result in a decrease in his or her parental, adoption benefit to which he or she would have been eligible if no extra monies had been earned during this period;
- n. **Extended Shared Parental Benefit payments made in accordance with the SUB Plan will consist of the following:**
    - i. **for each week the employee receives shared parental benefits under the Employment Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the shared parental benefits, less any other monies earned during this period which may result in a decrease in his or her shared parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;**
    - o. **At the employee's request, the payment referred to in subparagraph 40.02(m)(i) and 40.02 (n)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.**
    - p. **The parental allowance to which an employee is entitled is limited to that provided in paragraph (m) and (n) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.**
    - q. **The weekly rate of pay referred to in paragraphs (m) and (n) shall be:**
      - i. **for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental or shared parental leave without pay;**
      - ii. **for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental or shared parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.**
    - r. **The weekly rate of pay referred to in paragraphs (m) and (n) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.**
    - s. **Notwithstanding paragraph (r), and subject to subparagraph (q)(ii), if on the day immediately preceding the commencement of parental or shared parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.**
    - t. **Where an employee becomes eligible for a pay increment or pay revision**

**while in receipt of the parental or shared parental allowance, the parental or shared parental allowance shall be adjusted accordingly.**

- u. Parental or shared parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.**
- v. Under option 2, the maximum combined, maternity, parental and shared parental allowances payable under this collective agreement shall not exceed eighty-six (86) weeks for each combined maternity, parental and shared parental leave without pay.**

#### **Employer proposal**

Article renewed without changes.

#### **Employer movement**

**In order to achieve settlement, the Employer proposes the following:**

#### **38.02 Maternity allowance**

- a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:
  - i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  - ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,  
and
  - iii. has signed an agreement with the Employer stating that:
    - A. she will return to work **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act**, on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
    - B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
    - C. should she fail to return to work ~~for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency~~ in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for

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

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

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

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

#### 40.01 Parental leave without pay

- a. Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for **either**:
- i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period **(standard option)**,
  - or**
  - ii. **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option)**,
- beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- b. Where an employee commences legal proceedings under the laws of a province

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

- i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period (**standard option**),  
**or**
  - ii. **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option)**,  
beginning on the day on which the child comes into the employee's care.
- c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.
- d. Notwithstanding paragraphs (a) and (b):
- i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,  
**or**
  - ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while his or her child is hospitalized,  
the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.
- e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave.
- f. The Employer may:
- i. defer the commencement of parental leave without pay at the request of the employee;
  - ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
  - iii. require an employee to submit a birth certificate or proof of adoption of the child.

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

#### **40.02 Parental allowance**

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

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

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

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

#### **Parental Allowance Administration**

- a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) **or (l) to (r)**, providing he or she:
- i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
  - ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance **Plan** or the Québec Parental Insurance Plan in respect of insurable employment with the Employer, and
  - iii. has signed an agreement with the Employer stating that:
    - A. the employee will return to work **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act**, on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

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

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

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

$$(\text{allowance received}) \quad X \quad (\text{remaining period to be worked, as specified in (B), following his or her return to work})$$


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

however, an employee whose specified period of employment expired and who is rehired **within the federal public administration as described in section (A)**, in any portion of the

~~core public administration as specified in the Public Service Labour Relations Act or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency~~ within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

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

### Option 1 - Standard Parental Allowance:

- c. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee **on parental leave without pay as described in 40.01(a)(i) and (b)(i), has elected to receive Standard Employment Insurance parental benefits and** is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay ~~for each week~~ of the waiting period, less any other monies earned during this period;
  - ii. for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
  - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit **or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks of paternity benefits** under the Québec Parental Insurance Plan **for the same child** and **either employee** thereafter remains on parental leave without pay, ~~she that employee~~ is eligible to receive a further parental allowance for a period of **up to two (2) weeks**, ninety-three per cent (93%) of ~~her~~ **their** weekly rate of pay for each week, less any other monies earned during this period;

- iv. **where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;**
  - v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance **Plan** and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 38.02(c)(iii) for the same child.
  - vi. **where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 38.02(c)(iii) and 40.02(c)(v) for the same child;**
- d. At the employee's request, the payment referred to in subparagraph 40.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance **Plan** ~~or Québec Parental Insurance Plan~~ parental benefits.
- e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the **Act Respecting Parental Insurance** ~~Parental Insurance Act~~ in Quebec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:
- i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;

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

#### **Option 2 - Extended Parental Allowance:**

- I. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:**
  - i. where an employee on parental leave without pay as described in 40.01(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) 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 benefits under the**

- Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;**
- iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 38.02(c)(iii) for the same child.**
  - iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 38.02(c)(iii) for the same child;**
- m. At the employee's request, the payment referred to in subparagraph 40.02(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.**
- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.**
- o. The weekly rate of pay referred to in paragraphs (l) shall be:**
- i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;**
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate**

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

**EB: Clause 22.06, 22.07**

**SV: Clause 43.01, 43.02**

**TC: Clause 44.01, 44.02**

### **Remarks**

#### **40.01 – Parental leave without pay**

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

The Employer's proposal at 40.01 is similar to that of the Bargaining Agent. The Employer proposal provided two options for parental leave without pay:

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

Employees could take the standard or extended parental leave without pay in two periods.

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

The Employer's proposal at clause 40.01 forms part of the pattern established with all the other Bargaining Agents in the CPA and separate agencies.

In this context, extending these leave without pay provisions as proposed by the Employer would be appropriate for all PSAC members. As such, the Employer proposes that the Commission recommend the inclusion of the Employer's proposed language under this article.

#### 40.02 – Parental Allowance

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

#### **Changes to the Employment Insurance (EI) Act**

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

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

Under the new provisions recently negotiated with 34 groups in the CPA and separate agencies, employees who apply for parental benefits under EI, will have two options under the parental top-up allowance provisions at 40.02:

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

The Employer's proposal at clause 40.02 is consistent with the intent of the changes to the EI provisions for parental benefits, which provides for either a standard allowance for up to 35 weeks or a reduced allowance for up to 61 weeks.

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

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

### **Parental Sharing Benefit – EI Act**

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

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

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

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

However, the Employer's proposal under the Extended option does not align with the Bargaining Agent's proposal. The Employer's proposal provides for an additional eight (8) weeks of extended EI parental top-up allowance at 55.8% of the employee's rate of pay (instead of 93%), for a total of up to sixty-nine (69) weeks. No employee can receive more than sixty-one (61) weeks under the Extended option.

To account for these additional weeks of allowance, under the Standard option the maximum combined shared maternity and standard parental allowances payable has been increased from fifty-two (52) to fifty (57) weeks for each combined maternity and

parental leave without pay and under the Extended option, the maximum combined shared maternity and extended parental allowances payable has been increased to 86 weeks for each combined maternity and parental leave without pay.

#### Additional negotiated changes

In addition to the above noted amendments, the Employer proposes additional improvements to the definition of Employer in the provisions on maternity (clause 38.02(a)(iii)(A) & (C) ) and parental allowances (clause 40.02(a)(iii)(A) & (C)) to expand the definition of “employer” for the purposes of the return to work obligation to any organization listed in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*.

The Employer also proposes improvements related to the return to work obligation and reimbursement proportional to parental allowance received (clause 40.02(a)(iii)(B)).

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

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

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

#### **Changes for residents of Quebec**

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

Under clause 40.02, employees who apply for parental, paternity or adoption benefits under the QPIP, will fall under the Standard parental allowance provisions (Option 1):

- Employees will receive a top-up to these benefits to 93% of their weekly rate of pay less any other monies earned during this period that decreases the parental benefits;
- where two employees have shared the parental leave and have received thirty-two (32) weeks of parental benefits and five (5) weeks of paternity

benefit or have shared thirty-seven (37) weeks of adoption benefits, and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks at 93% of their weekly rate of pay less any other monies earned during this period;

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

### Replication principle

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

The Employer submits that its proposal to expand/amend the provisions related to Maternity and Parental Leave and Allowances in clauses 38.02, 40.01 and 40.02 are reflective of the current established negotiated settlement pattern in the federal public service.

The Employer is of the opinion that the recent established pattern is appropriate given the replication principle and the guiding principles for setting compensation in the federal government. The Employer recommends that the Commission adopt the Employer's counter proposal provided above in the *Employer movement* section, in its report.

The Employer is of the opinion that the recent established pattern is appropriate given the replication principle and the guiding principles for setting compensation in the federal government.

The Employer requests that the Commission adopt the Employer's counter proposal provided above in the *Employer movement* section, which replicates the agreement reached with 17 other bargaining units, to resolve all outstanding proposals at article 40, and as part of a comprehensive settlement, in its report.

## Article 42 – Compassionate Care and Caregiving Leave

Union Proposal
<p><b>42.01</b> Notwithstanding the definition of “family” found in clause 2.01 and notwithstanding paragraphs 41.02(b) and (d) above, an <b>An</b> employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, <b>Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults</b> may be granted leave for periods of less than three <del>(3)</del> weeks <b>without pay while</b> in receipt of or awaiting these benefits.</p>
<p>42.02 The leave without pay described in 42.01 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.</p>
<p><del>42.02</del> Leave granted under this clause may exceed the five (5) year maximum provided in paragraph 41.02(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.</p>
<p><b>42.03</b> When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, <b>Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults</b> has been accepted.</p>
<p><b>42.04</b> When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, <b>Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults</b> has been denied, clauses 42.01 and <del>42.02</del> above ceases to apply.</p>
<p><b>42.05</b> 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.</p>
<p><b>42.06</b> 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.</p>
<p><b>42.07</b> Where an employee receives Compassionate Care benefits or Family Caregiver benefits for children or adults under the <i>Employment Insurance Plan</i>, 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 <b>(7) seven weeks</b>.</p>
Employer Position

Article renewed without changes.

### Employer movement

**In order to achieve settlement, the Employer proposes the following:**

**42.01** ~~Notwithstanding the definition of “family” found in clause 2.01 and notwithstanding paragraphs 41.02(b) and (d) above, an~~ An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, **Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** may be granted leave for periods of less than three (3) weeks **without pay while** in receipt of or awaiting these benefits.

42.02 The leave without pay described in 42.01 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.

~~**42.02** Leave granted under this clause may exceed the five (5) year maximum provided in paragraph 41.02(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.~~

**42.03** 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.

**42.04** 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, clauses 42.01 and 42.02 above ceases to apply.

**42.05** Leave granted under this article 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.

**EB: subparagraph 22.09c) v)**

**SV: Article 45**

**TC: paragraph 45.02e)**

### Remarks

The Bargaining Agent is proposing to expand the provisions of Article 42, Compassionate Care Leave to allow employees to take leave without pay while in receipt of/or awaiting Employment Insurance (EI) benefits for Family Caregiver Benefits

for Children (maximum of 35 weeks) and/or Family Caregiver Benefits (maximum of 15 weeks) in addition to the current Compassionate Care Benefits (maximum of 26 weeks).

With its proposal, the Bargaining Agent seeks to have periods of Caregiving Leave without Pay months count in calculating severance benefits, establishing vacation leave accrual rates and determining timelines for pay increment increases.

The Bargaining Agent also seeks a top-up allowance of 93% of the employee's weekly rate of pay for any applicable waiting period and for a period of up to 7 weeks when in receipt of benefits.

### **Changes to the *Employment Insurance Act***

On December 3, 2017, changes to EI legislation introduced two new types of care giving benefits in addition to Compassionate Care benefits:

- Family Caregiver Benefits for Children of up to 35 weeks; and
- Family Caregiver Benefits for Adults of up to 15 weeks.

As indicated, EI provides up to 26 weeks of Compassionate Care benefits to care for a person who has a serious medical condition with a significant risk of death within 26 weeks (6 months) and requires the support of at least one caregiver.

The collective agreement currently provides Compassionate Care leave without pay, as long as the employee is in receipt of EI Compassionate Care benefits.

### **Replication principle**

The recently negotiated 34 agreements with CPA and separate agency employee groups include the Employer's proposed language indicated above to allow employees the option to take leave without pay so they can take advantage of the expanded EI Caregiver Benefits.

Provisions agreed to with other bargaining agents also include language that would see any periods of leave without pay granted under this clause count in calculating severance benefits, establishing vacation leave accrual rates and determining timelines for pay increment increases. They do not, however, include a top-up allowance.

The Employer's proposal to expand/amend Caregiving Leave is reflective of the current established negotiated settlement pattern in the federal public service.

In this context, expanding these leave without pay provisions as proposed by the Employer would be appropriate for all PSAC members.

The Employer requests that the Commission adopts the Employer's counter proposal provided above in the *Employer movement* section, which replicates the agreement reached with 17 other bargaining units, to resolve all outstanding proposals at article 40, and as part of a comprehensive settlement, in its report.

**Article 57 – Employee Performance Review and Employee Files****Union Proposal**

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

**EB: Article 33**

**SV: Article 60**

**TC: Article 59**

**Remarks**

The Bargaining Agent is proposing new language at 57.04 to restrict the Employer's use of surveillance equipment.

Evidence in disciplinary matters from surveillance equipment has been acceptable in numerous adjudications and courts. It is deemed admissible evidence based on a test of reasonableness that is widely acceptable to both adjudicators and the courts, and have been quoted in FPSLRB decisions:

1. it is reasonable in all circumstances for management to request electronic / video surveillance of a worker; and
2. the surveillance was conducted in a reasonable manner.

The Employer is of the opinion that the Bargaining Agent's proposal would unduly limit its right to natural justice and procedural fairness, and its ability to present evidence, as long as it meets the test of reasonableness where electronic and/or video surveillance may be admitted in support of disciplinary measures. In certain circumstances, surveillance evidence can be the best evidence of employee misconduct.

In addition, the Bargaining Agent proposal is particularly broad in scope. It could be interpreted as including monitoring internet usage by employees, for example.

The Employer requests that the Commission not include this proposal its report.

## Article 65 – Pay Administration

### Union Proposal

- 65.02** An employee is entitled to be paid **bi-weekly period or bi-monthly, where applicable**, for services rendered at:
- a. the pay specified in Appendix A-1 for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment; or
  - b. the pay specified in Appendix A-1 for the classification prescribed in the employee's certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

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

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

**65.07**

- a. When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least ~~three (3)~~ **one (1) consecutive working** days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.
- b. When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

**65.X1**

- a. **An employee who is required to act at a higher level shall receive an increment at the higher level after having reached fifty-two (52) weeks of cumulative service at the same level.**
- b. **For the purpose of defining when employee will be entitled to go to the next salary increment of the acting position, "cumulative" means all periods of acting at the same level.**

**65.X2 Any NJC allowances an employee is in receipt of when the employee commences to act in a higher classification shall be maintained without interruption during the period the employee is acting.**

**(New)**

#### **Deduction Rules for Overpayments**

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

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

**(New)**

#### **Emergency Salary or Benefit Advances**

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

- a) repayment schedule shall not exceed ten percent (10%) of the employee's net pay each pay period until the entire amount is recovered. An employee may opt into a repayment schedule above**

- ten percent (10%);**
- b) in determining the repayment schedule, the employer shall take into consideration any admission of hardship created by the repayment schedule on the employee.**

**(New)**

### **Accountant and Financial Management Counselling**

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

### **Employer Proposal**

#### **65.03**

- ~~a. The rates of pay set forth in Appendix A-1 shall become effective on the dates specified.~~
- ~~b. Where the rates of pay set forth in Appendix A-1 have an effective date before the date of signing of this agreement, the following shall apply:~~
- ~~i. "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefor;~~
- ~~ii. a retroactive upward revision in rates of pay shall apply to employees, former employees or, in the case of death, the estates of former employees who were employees in the groups identified in Article 9 of this agreement during the retroactive period;~~
- ~~iii. for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;~~
- ~~iv. for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Public Service Terms and Conditions of Employment Regulations using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;~~
- ~~v. no payment or notification shall be made pursuant to paragraph 65.03(b) for one dollar (\$1) or less.~~

**EB: Article 26**

**SV: Article 67**

**TC: Article 65**

**Remarks**

The Employer submits that the Directive on Terms and Conditions of Employment provides timelines with respect to pay schedules, as well as rules and processes for acting pay, overpayments and emergency salary advances.

**Pay Schedules and Claims**

At clause 65.02, the Bargaining Agent is seeking new language to specify fixed pay schedules (bi-weekly and bi-monthly). The Employer submits that the Directive on Terms and Conditions of Employment has timelines with respect to pay. Section A.3 Part 3 – Pay Administration states as follows:

*A.3.10 Biweekly pay*

*3.10.1*

*3.10.1.1 Persons newly appointed to the core public administration after April 23, 2014 are to be paid biweekly on an arrears pay cycle.*

*3.10.1.2 Persons being paid on the biweekly current pay cycle of April 23, 2014 will be paid biweekly in arrears from May 8, 2014.*

*3.10.1.3 Persons will receive their pay entitlement based on time worked in a pay period, two weeks after the end of that pay period.*

*3.10.1.4 Persons described in subsection 10.1.2 will be issued a one-time transition payment on May 21, 2014 based on their rate of pay on May 7, 2014.*

*3.10.1.5 Persons on leave without pay on May 7, 2014, who had been paid on a biweekly current pay cycle prior to their departure on leave without pay, will be issued their one-time transition payment upon return to work based on their rate of pay on May 7, 2014.*

*3.10.1.6 The gross amount of the one-time transition payment referred to in subsections 10.1.4 and 10.1.5 will be reconciled (a payment or a recovery of the difference between pay entitlement due at termination and the amount of the one-time transition payment) over the final pay periods, as applicable, when an individual terminates employment with the public service*

At clause 65.02, the Bargaining Agent is seeking interest payments for employees for missed or incorrect payments, as well as reimbursement for all interest charges or any

other financial penalties or losses or administrative fees accrued as a result of improper pay calculations or deductions, or any contravention of a pay obligation defined in this collective agreement.

The Employer submits that there are processes in place to compensate employees who have incurred expenses or financial losses due to the implementation of the Phoenix pay system. Pursuant to the claims mechanisms put in place and promulgated a few years ago in the context of issues related to the pay system, employees may avail themselves of the following types of claims:

- Claim out-of-pocket expenses: employees who have incurred out-of-pocket expenses, such as interest charges or late fees because of Phoenix can submit a claim with the Employer.
- Reimbursement for tax advice: employee who need to consult an expert to sort out income taxes due to errors in pay caused by Phoenix may be reimbursed up to \$200 related to obtaining tax advice.
- Request an advance for government benefits: If an employee's government benefits, such as the Canada child benefit, or other credits were reduced due to overpayments by Phoenix, employees can request an advance to help during this time.
- Claims for impact to income taxes and government benefits: Employees who were owed salary from one year that was paid the following year (for example salary owed from 2016 was paid in 2017) and incurred a financial loss related to paying a higher rate of income tax or reduced government benefits and credits such as the Canada child benefit.

Acting pay (clauses 65.07, 65.X1 and 65.X2)

At clauses 65.07, 65.X1 and 65.X2, the Bargaining Agent is seeking various changes to the current administration of acting pay. 65.07 deals with a reduction from 3 days to 1 day of the qualifying period for acting pay, and 65.XX provides for cumulative acting periods to determine the next increment for acting pay.

The Employer submits that these proposals would impose increased strain from the pay administration perspective. There are significant challenges related to the Phoenix pay system, and proposals that would complicate the payroll system, such as moving to one-day acting and track cumulative periods of acting, are not desirable, or warranted. In addition, the current provisions are consistent with the majority of other collective agreements.

At 65.X2, the Bargaining Agent is seeking to override the eligibility requirements related to payment of NJC allowances during acting periods. The Employer offers that allowances under the NJC directives are, and must remain, linked to entitlements as provided in the applicable directives.

### *NEW Deduction Rules for Overpayments*

The Bargaining Agent is seeking new language on establishing deduction rules for overpayments. The Employer submits that the authority for the recovery of overpayments comes from the *Financial Administration Act* – the legal requirement to recover overpayments found under section 155 of the Act.

More importantly, amendments were made in 2018 to the Employer's Directive on the Terms and Conditions of Employment with respect to the recovery of overpayments to relieve and mitigate the financial stress and hardships of employees experiencing overpayments in Phoenix. The Directive was amended to allow the Employer to delay, all or part of the recovery of overpayments. A new interpretation was also issued regarding the recovery of Emergency Salary Advances (ESAs) and priority payments, to provide greater flexibilities and ensure consistent management of related recoveries

A new subsection in the Directive was added, 15.4.4, which states that:

*The person with the delegated authority may establish alternate timelines for the recovery of overpayments, as required to facilitate the effective resolution of issues related to Phoenix. Timelines may include a deferral of repayments, and may differ on a case-by-case basis.*

Unless an employee chooses an earlier repayment, no recovery of an overpayment (including ESAs and priority payments) is to commence until an employee's pay file is reconciled, namely, until the employee's pay problems (i.e., incorrect or no pay), have been resolved.

For individuals on leave without pay, recoveries shall not be initiated until they return to work, or their employment is terminated.

Recoveries shall not commence until employees have received their correct pay for three consecutive pay periods. These flexibilities cover overpayments, emergency salary advances and priority payments received by employees due to issues arising as a direct result of Phoenix.

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*NEW Emergency Salary Advances*

The Bargaining also seeks new language regarding the issuance of Emergency salary or benefit advances.

The Employer submits that language on Emergency Salary Advances (ESA) exists in the Directive on Terms and Conditions section A.3.17 and therefore language is not required in the collective agreement.

Departments are advised to only begin recovery once the employee has received their pay on a consistent basis.

*NEW - Financial counselling*

The Bargaining Agent seeks to introduce new language on the reimbursement of costs associated with seeking financial advice.

The Employer submits that there are processes currently in place to provide reimbursement with respect to tax advice. As previously indicated, should employees need to consult an expert to sort out income taxes due to error in pay caused by Phoenix, they may apply for reimbursement of fees up to \$200 related to obtaining tax advice.

*Employer proposal at clause 65.03*

The Employer proposes to replace its proposal to delete 65.03 by its proposal at Appendix F to introduce a new MOU on collective agreement implementation, including retroactive pay. This proposal is addressed later on in this brief.

The Employer requests that the Commission not include the Bargaining Agent's proposal in its report.

## New Article – Domestic Violence Leave

<b>Union Proposal</b>
<b>XX.01</b> The parties recognize that employees may sometimes be subject to domestic violence which may be physical, emotional or psychological, in their personal lives, that may affect their attendance and performance at work.
<b>XX.02</b> Upon request, an employee who is subject to domestic violence or who is the parent of a child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee to seek care and support for themselves or their children in respect of a physical or psychological injury, to attend at legal proceedings and to undertake any other necessary activities.
<b>XX.03</b> The total leave with pay which may be granted under this article shall not exceed 75 hours in a fiscal year.
<b>XX.04</b> 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.
<b>XX.05</b> The Employer will approve any reasonable request from an employee experiencing domestic violence for the following: <ul style="list-style-type: none"> <li>• Changes to their working hours or shift patterns;</li> <li>• Job redesign, changes to duties or reduced workload;</li> <li>• Job transfer to another location or department or business line;</li> <li>• A change to their telephone number, email address, or call screening to avoid harassing contact; and</li> <li>• Any other appropriate measure including those available under existing provisions for family-friendly and flexible working arrangements.</li> </ul>
<b>XX.06</b> 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.
<b>Workplace Policy</b>
<b>XX.07</b> The Employer will develop a workplace policy on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all employees and will be reviewed annually. Such policy shall explain the appropriate action to be taken in the event that an employee reports domestic violence or is perpetrating domestic violence, identify the process for reporting, risk assessments and safety planning, indicate available supports and protect employees' confidentiality and privacy while ensuring workplace safety for all.

**Workplace supports and training**

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

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

**Employer Proposal****53.03 Domestic Violence Leave**

- 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 child who is subject to domestic violence 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 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) hours in a fiscal year.
- d. The Employer may, in writing and no later than 15 days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.
- e. Notwithstanding clauses 53.03(b) and 53.03(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.

**Employer movement****53.03 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) hours in a fiscal year.**
- d. 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.**
- e. Notwithstanding paragraphs 53.03(b) to 53.03(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.**

**EB: TBD**

**SV: TBD**

**TC: TBD**

### **Remarks**

Bill C-86, a second Act to implement certain provisions of the budget tabled in Parliament on February 27, 2018 and other measures, amended the *Canada Labour Code* (CLC) to provide paid leave to an employee who is a victim of family violence or parent of child who is victim of violence.

The new Leave for Victims of Family Violence in the *Canada Labour Code* Part III provisions read as follows:

#### **Leave for Victims of Family Violence**

##### **Definitions**

**206.7 (1)** The definitions *child* and *parent* set out in subsection 206.5(1) apply in subsection (2).

**Leave — 10 days**

(2) Every employee who is a victim of family violence or who is the parent of a child who is a victim of family violence is entitled to and shall be granted a leave of absence from employment of up to 10 days in every calendar year, in order to enable the employee, in respect of such violence,

- (a) to seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;
- (b) to obtain services from an organization which provides services to victims of family violence;
- (c) to obtain psychological or other professional counselling;
- (d) to relocate temporarily or permanently;
- (e) to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding; or
- (f) to take any measures prescribed by regulation.

**Leave with pay**

(2.1) If the employee has completed three consecutive months of continuous employment with the employer, the employee is entitled to the first five days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages.

**Exception**

(3) An employee is not entitled to a leave of absence with respect to any act of family violence if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

**Division of leave**

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

**Documentation**

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

## **Regulations**

**(6)** The Governor in Council may make regulations defining the expressions “regular rate of wages” and “normal hours of work” for the purposes of subsection (2.1).

The legislation provides for ten days of leave, five of which are with pay.

The *Canada Labour Code* Part III, including the changes summarized above, does not apply to the CPA.

However, the Employer's proposal is closely aligned with the provisions of the new legislation, in terms of the scope and intent of the leave, duration and the potential requirement on the employee to provide supporting documentation. However, the Employer's proposal is more generous than the CLC, as it provides for 10 days of paid leave per year, whereas the CLC provides for five days of paid leave and five days without pay per year.

The Employer is of the opinion that no employee who is the perpetrator of domestic violence should be afforded paid leave. As such, the leave would not be available if an employee is suspected or charged with an offence relating to an act of domestic violence.

The Employer takes the position that the intent/purpose of this proposal is to deal with leave only and it is not intended as a mechanism or conduit to address the issues proposed by the Bargaining Agent at XX.05. From that perspective, the Bargaining Agent's proposal would impose a much broader responsibility on the Employer, would interfere with the Employer's management prerogatives and goes beyond the intent of the legislation.

The Bargaining Agent is also seeking a commitment from the Employer to protect privacy of information. The Employer submits that there are numerous policy instruments dealing with the protection of personal information in the workplace and there is no requirement to include language to that effect in the agreement.

Additionally, the Joint Learning Program established a working group to review the Harassment prevention module with a view to include information and training on the matter of domestic violence. Therefore, the Bargaining Agent's proposal to include workplace training as part of the article becomes unnecessary.

The Employer's proposal now forms part of a pattern established with 34 employees groups in the federal public service.

Accordingly, the Employer requests that the Commission include the Employer's proposed language in its report.

## New Article – Protections against Contracting Out

Union Proposal
<b>XX.01 The Employer shall use existing employees or hire and train new employees before contracting out work described in the Bargaining Certificate and in the Group Definition.</b>
<b>XX.02 The Employer shall consult with the Alliance and share all information that demonstrates why a contracting out option is preferable. This consultation shall occur before a decision is made so that decisions are made on the best information available from all stakeholders.</b>
<b>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.</b>
<b>XX.04 The Employer shall consult with the Alliance before:</b> <ul style="list-style-type: none"> <li><b>i) any steps are taken to contract out work currently performed by bargaining unit members;</b></li> <li><b>ii) any steps are taken to contract out future work which could be performed by bargaining unit members; and</b></li> <li><b>iii) prior to issuing any Request for Interest proposals.</b></li> </ul>
<b>XX.05 The Employer shall review its use of temporary staffing agency personnel on an annual basis and provide the Alliance with a comprehensive report on the uses of temporary staffing, no later than three (3) months after the review is completed. Such notification will include comparable Public Service classification level, tenure, location of employment and reason for employment, and the reasons why indeterminate, term or casual employment was not considered, or employees were not hired from an existing internal or external pool.</b>

**EB: TBD**

**SV: TBD**

**TC: TBD**

### **Remarks**

The Employer submits that the Bargaining Agent's proposal on no contracting out deals with a term or condition established under the *Public Service Employment Act* (PSEA) that relates to procedures or processes governing the appointment of employees. As such, this proposal should not be subject to collective bargaining as established by s.113 of the FPSLRA.

**Collective agreement not to require legislative implementation**

113 A collective agreement that applies to a bargaining unit — other than a bargaining unit determined under section 238.14 — must not, directly or indirectly, alter or eliminate any existing term or condition of employment or establish any new term or condition of employment if

(b) the term or condition is one that has been or may be established under the *Public Service Employment Act*, the *Public Service Superannuation Act* or the *Government Employees Compensation Act*;

The Employer further submits that a proposal preventing or limiting the contracting out of services could prevent the contracting out of functions presently performed by certain employees during regular hours of work. As a result, this proposal could directly operate to prevent lay-offs, which is contrary to paragraph 177(c) of the *Federal Public Sector Labour Relations Act*.

**Report not to require legislative implementation**

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

(b) the term or condition is one that has been or may be established under the [Public Service Employment Act](#), the [Public Service Superannuation Act](#) or the [Government Employees Compensation Act](#);

(c) the term or condition relates to standards, procedures or processes governing the appointment, appraisal, promotion, deployment, rejection on probation or lay-off of employees; or

In light of the above, the Employer respectfully submits that this Commission does not have the jurisdiction to address this proposal in its report and it should be set aside.

## Appendix D – Workforce Adjustment (WFA)

### Union Proposal

#### Definitions

##### Amend the definition of affected employee

Affected employee (employé-e touché)

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

##### Amend the definition of alternation (housekeeping)

Alternation (échange de postes)

Occurs when an opting employee (~~not a surplus employee~~) **or an employee with a twelve-month surplus priority period** who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration with a transition support measure or with an education allowance.

##### Amend the definition of Education allowance

Education allowance (indemnité d'études)

Is one of the options provided to an indeterminate employee affected by normal workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a cash payment equivalent to the transition support measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution and book and mandatory equipment costs, up to a maximum of ~~fifteen thousand dollars (\$15,000)~~ **seventeen thousand dollars (\$17,000).**

##### Amend definition of GRJO (language redundant given 6.1.1)

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

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

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

Reasonable job offer (offre d'emploi raisonnable)

Is an offer of indeterminate employment within the core public administration, normally

at an equivalent level, but which could include lower levels. Surplus employees must be both trainable and mobile. ~~Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the Travel directive.~~ In alternative delivery situations, a reasonable offer is one that meets the criteria set out under type 1 and type 2 in Part VII of this appendix. A reasonable job offer is also an offer from a FAA Schedule V employer, providing that:

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

## **Part 1: roles and responsibilities**

### **1.1 Departments or organizations**

**(New)**

#### **1.1.7 (renumber current 1.1.7 ongoing)**

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

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

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

**(New)**

#### **1.1.19 (renumber current 1.1.19 ongoing)**

#### **1.1.19**

- a) **The employer shall make every reasonable effort to provide an employee with a reasonable job offer within a forty (40) kilometre radius of his or her work location.**

- b) In the event that reasonable job offers can be made within a forty (40) kilometre radius to some but not all surplus employees in a given work location, such reasonable job offers shall be made in order of years of service.**
- c) In the event that a reasonable job offer cannot be made within forty (40) kilometres, every reasonable effort shall be made to provide the employee with a reasonable job offer in the province or territory of his or her work location, prior to making an effort to provide the employee with a reasonable job offer in the public service.**
- d) In the event that reasonable job offers can be provided to some but not all surplus employees in a given province or territory, such reasonable job offers shall be made in order of years of 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.**

## **Part II: official notification**

### **2.1 Department or organization**

#### **NEW 2.1.5 (renumber current 2.1.5 ongoing)**

- 2.1.5 When a deputy head determines that specified term employment in the calculation of the cumulative working period for the purposes of converting an employee to indeterminate status shall be suspended to protect indeterminate employees in a workforce adjustment situation, the deputy head shall:**
- (a) inform the PSAC or its designated representative, in writing, at least 30 days in advance of its decision to implement the suspension and the names, classification and locations of those employees and the date on which their term began, for whom the suspension applies. Such notification shall include the reasons why the suspension is still in place for each employee and what indeterminate positions that shall be subject to work force adjustment if it were not in place.**
  - (b) inform the PSAC or its designated representative, in writing, once every 12 months, but no longer than three (3) years after the suspension is enacted, of the names, classification, and locations of those employees and the date on which their term began, who are still employed and for which the suspension still applies. Such notification shall include the reasons why the suspension is still in place for each employee and what indeterminate positions that shall be subject to work force adjustment if it were not in place.**
  - (c) inform the PSAC no later than 30 days after the term suspension has been**

**in place for 36 months, and the term employee's employment has not been ended for a period of more than 30 days to protect indeterminate employees in a workforce adjustment situation, the names, classification, and locations of those employees and the date on which their term began and the date that they will be made indeterminate. Term employees shall be made indeterminate within 60 days of the end of the three-year suspension.**

#### **Part IV: retraining**

##### **4.1 General**

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

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

#### **Part VI: options for employees**

##### **6.1 General**

**6.1.1** Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict that employment will be available. A deputy head who cannot provide such a guarantee shall provide his or her reasons in writing, if so requested by the employee. **Except as specified in 1.1.19 (e), employees** Employees in receipt of this guarantee will not have access to the choice of options in **6.4** below.

##### **6.4 Options**

###### **6.4.1 c)**

Education allowance is a transition support measure (see Option (b) above) plus an amount of not more than ~~fifteen thousand dollars (\$15,000)~~ **twenty thousand dollars (\$20,000)** for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing Option (c) could either:

#### **Part VII: special provisions regarding alternative delivery initiatives**

##### **7.2 General**

**7.2.1** The provisions of this part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be

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

### Employer Proposal

*\*\*Specific sections to be amended are noted as follows\*\**

#### Definitions:

##### Alternation (échange de postes)

Occurs when an opting employee (~~not a surplus employee~~) **or a surplus employee who is surplus as a result of having chosen option 6.4.1(a)** who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration with a transition support measure or with an education allowance.

##### Education allowance (indemnité d'études)

Is one of the options provided to an indeterminate employee affected by normal workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a ~~cash~~ payment equivalent to the transition support measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution and book and mandatory equipment costs, up to a maximum of fifteen thousand dollars (\$15,000).

##### Relocation of work unit (réinstallation d'une unité de travail)

Is the authorized move of a work unit of any size ~~to a place of duty located beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence.~~, **which exceeds a 40 km commute between the old and new workplaces, and excludes relocations of a work unit within the same Census Metropolitan Area.**

##### Transition Support Measure (mesure de soutien à la transition)

Is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The transition support measure is a ~~cash~~ payment based on the employee's years of service, as per Annex B.

Part III: relocation of a work unit

**When considering moving a unit of any size to another location, departments will review the distance between the old and new work place based on the most practicable route to ensure that it qualifies as a relocation of a work unit. After consultation with**

**the Treasury Board Secretariat, Deputy Heads may authorize, in writing, a relocation of a work unit when the conditions are not met if, in their view, there are other factors that should be taken to consideration, which affect all employees of the work unit. Should a relocation of a work unit not be authorized, departments will review each case to determine if relocation assistance should be authorized based on the individual circumstances of an employee in accordance with the NJC Relocation Directive.**

#### **Part IV: retraining**

4.1.3 When a retraining opportunity has been identified, the deputy head of the home department or organization shall approve up to two (2) years of retraining. **Retraining can apply when an employee is considered for appointment or deployment to a reasonable job offer, which is for a position at an equivalent group and level or one (1) group and level lower than the surplus position. For affected employees, retraining is applicable for positions which would be deemed a reasonable job offer, had the employee been in surplus status.**

#### **Part V: salary protection**

##### **5.1 Lower-level position**

5.1.1 Surplus employees and laid-off persons appointed **or deployed** to a ~~lower-level position under this Appendix~~ **reasonable job offer position, which is one (1) group and level lower than the surplus position**, shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this Agreement or, in the absence of such provisions, the appropriate provisions of **the Directive on Terms and Conditions of Employment governing reclassification or classification conversion** ~~the Regulations Respecting Pay on Reclassification or Conversion.~~

5.1.2 Employees whose salary is protected pursuant to 5.1.1 will continue to benefit from salary protection ~~until such time as they are appointed or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid-off.~~ **while they occupy their reasonable job offer position on an indeterminate basis or until such time as the maximum rate of pay of the reasonable job offer position, as revised periodically, is equal to or is higher than the surplus position.**

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

- i. an appointment or deployment to a position at an equivalent group and level to the surplus position that is in the same geographic area; or**
- ii. an appointment to a position, which is at a group and level higher than that of**

**the surplus position that is in the same geographic area is to be immediately paid at the applicable rate of pay of the reasonable job offer position.**

## **Part VI: options for employees**

### **6.2 Voluntary programs**

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

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

Such programs shall:

- A. Be the subject of meaningful consultation through joint union-management WFA committees;
- B. Volunteer programs shall not be used to exceed reduction targets. Where reasonably possible, departments and organizations will identify the number of positions for reduction in advance of the voluntary programs commencing;
- C. Take place after affected letters have been delivered to employees;
- D. Take place before the department or organization engages in the SERLO process;
- E. Provide for a minimum of 30 calendar days for employees to decide whether they wish to participate;
- F. Allow employees to select options B, ~~or C~~, ~~or Cii~~;
- G. Provide that when the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).

### **6.4 Options**

6.4.1 Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of options below:

- b. Transition support measure (TSM) is a ~~cash~~ payment, based on the employee's years of service in the public service (see Annex B), made to an opting employee. Employees choosing this option must resign but will be considered to be laid off for purposes of severance pay. The TSM shall be paid in one (1) or two (2) lump sum amounts over a maximum two (2) year period.

## 7.2 General

7.2.1 The provisions of this part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this part, and only where specifically indicated will other provisions of this appendix apply to them. **When the new employer can only provide job offers to some but not all employees who are affected by an alternative delivery initiative, the Deputy Head may provide a guarantee of a reasonable job offer or declare the employees opting subject to paragraph 6.4.1 a) of section VI of the present appendix for the employees who do not receive an offer of employment from the new employer.**

EB: Appendix B

SV: Appendix I

TC: Appendix T

### Remarks

#### Definition of affected employee

The Employer is not prepared to add the language proposed by the Bargaining Agent as the concept of relocation of a work unit is already covered in the definition of workforce adjustment. The proposal is redundant.

#### Definition of alternation

The Employer proposes that the parties adopt the language suggested by the Employer above as a counter proposal, and reproduced below for ease of reference. This formulation is clearer, consistent with language adopted in the National Joint Council's WFA Directive (applicable to several other bargaining units) and should be acceptable to both parties:

*Alternation (échange de postes)*

*Occurs when an opting employee (~~not a surplus employee~~) or a surplus employee who is surplus as a result of having chosen option 6.4.1(a) who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration with a transition support measure or with an education allowance.*

*Education allowance (increase to \$17,000) – Bargaining Agent proposal under definition of educational allowance, and 6.4.1 c)*

The Employer is of the view that the current amount of the allowance is sufficient. The Bargaining Agent has not demonstrated the contrary. In addition, this amount was recently increased from \$10,000 to \$15,000 during the last round of negotiation with the collective agreement signed in June 2017.

The Employer's proposal to remove the word "cash" from the definition of *Education Allowance* is a mere administrative change, recognizing that such a payment is not made in actual "cash". The same proposal, and rationale, applies to the definition of *Transition Support Measure* and is consistent with terminology being proposed elsewhere in the collective agreement.

*Definition of Guarantee of a Reasonable Job Offer (GRJO)*

The Bargaining Agent proposes that the provision clarifying that employees in receipt of a GRJO are ineligible for the WFA options available in Part VI of the WFA appendix be removed.

The Employer is strongly opposed to this proposal. The WFA Appendix places a lot of emphasis on continued employment for employees, as is evident through the following current provisions, for example:

**Objectives**

*It is the policy of the Employer to maximize employment opportunities for indeterminate employees affected by workforce adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them.*

*1.1.7 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those employees subject to workforce adjustment for whom they know or can predict that employment will be available in the core public administration.*

*1.1.8 Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide one hundred and twenty (120) days to consider the three options outlined in Part VI of this Appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected Option (a), twelve (12) month surplus priority period in which to secure a reasonable job offer*

The spirit and intent of the WFA is to ensure continued employment in the federal public service and heavy expectations are placed on Deputy Heads in that regard. WFA options at Part VI are available only where the Deputy Head *cannot provide a guarantee of a reasonable job offer*. Offering options to those in receipt of a GRJO as proposed by the Bargaining Agent would be completely inconsistent with the spirit and intent of the appendix.

In addition, the WFA options provide for significant financial measures (including up to 52 week's salary and \$15K for education) to compensate employees for being laid-off. Lay-off is not necessary where a GRJO is provided. The Bargaining Agent's language would allow employees in receipt of GRJO to choose a layoff to leave the public service at significant public expense when such layoff is unnecessary. Accepting such a proposal would be contrary to TBS's objective of maintaining employment and its mission to "Provide guidance so that resources are soundly managed across government with a focus on results and value for money."

#### Definition of Reasonable Job Offer

The Bargaining Agent proposes to remove the expectation that employees subject to WFA be mobile. The Employer disagrees with this proposal.

The WFA appendix places significant requirements on the Employer with the intent to maximize employment continuity for employees. This includes relocating them if necessary:

**1.1.18** *Home departments or organizations shall relocate surplus employees and laid-off individuals, if necessary.*

The natural counterpart to this Employer responsibility is the expectation placed on the employees that they be mobile.

The bargaining agent's proposal would unreasonably tip that balance and negatively affect the spirit and intent of the WFA Appendix to promote continued employment in the Public Service.

#### Employer proposal under Relocation of work unit (definition and Part III)

The Employer proposes to clarify unspecific and ambiguous language in the collective agreement. The Employer's proposal is consistent with the current practice.

Currently the employer receives many questions from departments with respect to relocation of a work unit as the current language is ambiguous and difficult to interpret.

The proposed language would help bargaining unit members understand their rights because it is clear and unambiguous.

Based on the bargaining agent proposal in 1.1.19, it acknowledges that the concept of 40km is reasonable and has used it in other messaging with their members.

*Bargaining Agent Proposal at 1.1.17 and 2.1.5 (term roll-over)*

The Bargaining Agent is proposing to negotiate the indeterminate appointment of term employees into the collective agreement (commonly referred as roll-over).

The Employer respectfully submits that the Commission does not have authority to entertain or make recommendations with regards to this bargaining agent proposal, pursuant to subparagraph 177(1) (b) and (c) of the FPSLRA:

**Report not to require legislative implementation**

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

(a) the alteration, elimination or establishment would require the enactment or amendment of any legislation by Parliament, except for the purpose of appropriating money required for implementation;

(b) the term or condition is one that has been or may be established under the *Public Service Employment Act*, the *Public Service Superannuation Act* or the *Government Employees Compensation Act*;

(c) the term or condition relates to standards, procedures or processes governing the appointment, appraisal, promotion, deployment, rejection on probation or lay-off of employees; or

(...)

The conversion of term employees to indeterminate status is addressed in the *Public Service Employment Act*:

*Conversion to indeterminate*

**59 (1)** *Unless the employee requests otherwise of the deputy head, the period of employment of an employee who is employed for a specified term as a result of an appointment or deployment is converted to indeterminate in the employee's substantive position, at the end of the cumulative period of employment specified by the employer in circumstances prescribed by the employer.*

Of note, the Employer has a Term Employment Policy, which deals with the roll-over of term employees and includes notifications to employees and Bargaining Agents in cases where application of the policy is warranted.

*Bargaining Agent Proposals at 1.1.19 and 6.1 (related)*

The Bargaining Agent is proposing to negotiate provisions for appointments to reasonable job offers, in certain circumstances, be given based on seniority.

The Employer respectfully submits that the Commission does not have authority to entertain or make recommendations with regards to this bargaining agent proposal, pursuant to subparagraph 177(1) (b) and (c) of the FPSLRA quoted above.

*Employer Proposal at Part IV*

The Employer proposes to limit circumstances where retraining is provided to reasonable job offers where the level of the new position is not lower than one level below the surplus position. This is consistent with the Employer's position on salary protection (below). In addition, the Employer is of the view that it would be reasonable to rationalize affected employee expectations around retraining entitlements to focus it on equivalent positions, or up to one level below.

*Bargaining Agent proposal at 4.1*

The employer is not prepared to add the proposed language by the bargaining agent at 4.1.2 considering that provisions could be made available from the PSC (ie: decree during 2012 DRAP exercise) to extend a period of time to achieve appropriate language results.

Additionally, the employer is not prepared to add the proposed language as there are already policies in place governing non-imperative staffing appointments. There is an inherent risk that an employee may not reach the required language proficiency levels within the specified period which would invalidate the appointment. Also, imperative staffing requires immediate language skills to perform the duties of the position.

The spirit and intent of the WFA is not meant to give to employees an advantage they did not have before.

*Employer proposal at 5.1 – Lower-level position*

The Employer proposes that it would be reasonable to place limitations on employee expectations with regards to what constitutes a reasonable job offer subject to salary protection. The current provisions contain no such limits, which leads to misinterpretation of the WFA.

The proposal to replace *Regulations Respecting Pay on Reclassification or Conversion* by *Directive on Terms and Conditions of Employment governing reclassification or classification conversion* is a mere administrative change to update the reference to the correct document.

The proposal also includes language clarifying salary protection would continue to apply while the employee occupies the reasonable job offer position, and clarifications around the circumstances that lead to the termination of the salary protection, which are consistent with Appendix I (red-circling) of the collective agreement.

*Employer proposal at VI – 6.2 (Voluntary Programs)*

This proposal is a key Employer priority.

The Employer proposes to clarify the application of the voluntary departure programs provisions to make them consistent with the rest of the WFA Appendix.

The Voluntary Programs were negotiated during the last round of negotiations and adjustments are required in the current round to adjust the language to capture the spirit and intent of such programs as originally negotiated in 2014.

Unfortunately, the provisions, as currently written, do not specify that the voluntary programs should not apply in circumstances where a GRJO is provided. These programs are intended to provide an opportunity for employees who wish to depart the public service with a transition support measure or an educational allowance if they choose option C in clause 6.4.1. The purpose of these programs is to limit – even perhaps eliminate in some cases – the circumstances where employees are involuntarily declared surplus.

The flaws in the provisions as currently written may lead to the absurd result where employees in receipt of a GRJO could insist, based on the current language, that they should be given access to the WFA options to leave the Public Service, at significant public expense.

As mentioned previously, the spirit and intent of this WFA Appendix is to provide for continued employment in the public service. The employer counters that a reduction in positions (a particular work unit's function being discontinued) may not equate to a reduction in the workforce. When a deputy head can reasonably predict continued employment for employees in such a group, there would be no need to apply the provisions of the voluntary departure programs as there are no workforce reductions.

For example, the current language has forced a FPSLREB adjudicator in a recent case (2018 FPSLREB 74 – the “Vegreville” case) to conclude that the voluntary departure program provisions have application even in circumstances where GRJOs were provided. The following excerpt exemplifies the ambiguity of the current wording:

***33** I find the wording of clause 6.2 to be clear and unambiguous. It is a mandatory provision (“shall”) and applies to “all” WFA situations such as was the case in the Vegreville CPC.*

***34** While I accept the well-articulated arguments of the employer’s counsel that my interpretation of clause 6.2 might impact other parts of the WFA, which deal with the employer’s choice to offer GRJOs or the other options, I find that it speaks more to the challenge to seamlessly negotiate and insert a new section into a long-standing agreement rather than to me doing harm to other ancillary sections of the WFA.*

***35** Given my finding of the very clear and unambiguous language in clause 6.2, I cannot accept the employer’s submission, which relies upon inference and logical deduction to arrive at a different conclusion than mine. Further, accepting the employer’s submission on this clause would result in its text being rewritten to state that it does not apply to all WFA situations, which I am expressly prohibited from doing under s. 229 of the Act.*

(emphasis added)

The Employer’s proposal is consistent with provisions recently negotiated into the National Joint Council’s Workforce Adjustment Directive, which applies to several other bargaining units.

In addition, the Employer proposes the deletion of Option c) (ii) from the list of WFA options an employee can choose under the voluntary departure programs. Option c) (ii) refers to subparagraph 6.4.1(c) (ii) of the WFA Appendix and allows an employee to delay their layoff by up to two years and proceed on leave without pay. The Employer proposes that removing this option would be more in line with the intent of the voluntary departure programs as the intent of such program is to leave the public service immediately in exchange for a transition support measure.

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*Bargaining Agent proposal at 7.2*

The Employer has submitted a counter proposal to the Bargaining Agent's proposal. Please see 7.2.1 in the Employer's proposals above.

In an alternative delivery situation, it is logical that any public servant affected by such a situation would be provided with Options if they were not hired by the new organization. Furthermore, the employer maintains that because their substantive position is no longer required by the department, due to the ADI situation, it is not logical to allow access to other provisions of the WFA (retraining, etc), and as such the counter proposal to limit it to options under section 6 are reasonable.

## **Appendix F – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Implementation of the Collective Agreement**

### **Employer Proposal**

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

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

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

#### **1. Calculation of retroactive payments**

- a. Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment. These historical salary records shall provide a record of an employee's full pay history for the retroactive period of the agreement.**
- b. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the calculation of retroactivity include:**
  - Substantive salary**
  - Promotions**
  - Deployments**
  - Acting pay**
  - Extra duty pay**
  - Additional hours worked**
  - Maternity leave allowance**
  - Parental leave allowance**
  - Vacation leave and extra duty pay cash-out**
  - Severance pay**
  - Eligible allowances depending on collective agreement**
- c. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or**

- contributions relative to previous methods.**
- d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.**
  - e. Any outstanding pay transactions that would modify an employee's historical salary records will be processed once they are entered into the pay system and any corresponding retroactivity stemming from the collective agreement will be issued to affected employees.**

## **2. Implementation**

- a. The effective dates for economic increases will be specified in the agreement. Unless otherwise stated, the coming-into-force provisions of the collective agreements will be as follows:**
  - i. All components of the agreements unrelated to pay administration will come into force on signature of agreement.**
  - ii. Compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will come into force on the effective date of the prospective compensation increases.**
- b. Collective agreements will be implemented over the following timeframes:**
  - i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one-hundred and eighty (180) days after signature of agreements where there is no need for manual intervention.**
  - ii. Retroactive amounts payable to employees will be administered within one-hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.**
  - iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five-hundred and sixty (560) days after signature of agreements. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex and complicated salary history.**

## **3. Employee Recourse**

- a. A non-pensionable amount of two-hundred and fifty dollars (\$250)**

- will be provided to each employee in the bargaining unit on date of signature, in recognition of extended implementation timeframes.
- b. Where prescribed implementation timeframes have been breached, a sixty dollars (\$60) payment will be provided to each employee identified in 1.a. who is affected. For every six (6) months thereafter where employees have not had their agreements implemented, a further sixty dollars (\$60) payment will be provided, up to a maximum of two (2) payments.
  - c. An employee will only be eligible for one initial lump sum payment and one penalty payment every six (6) months.
  - d. Employees may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect.
  - e. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay.

#### **Employer movement**

**In order to reach settlement, the Employer proposes the following:**

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

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

**Notwithstanding the provisions of clause 65.03 on the calculation of retroactive payments and clause 67.02 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.**

1. **Calculation of retroactive payments**
  - a. **Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.**
  - b. **Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will**

- not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.**
- c. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:**
- Substantive salary**
  - Promotions**
  - Deployments**
  - Acting pay**
  - Extra duty pay/Overtime**
  - Additional hours worked**
  - Maternity leave allowance**
  - Parental leave allowance**
  - Vacation leave and extra duty pay cash-out**
  - Severance pay**
  - Salary for the month of death**
  - Transition Support Measure**
  - Eligible allowances and supplemental salary depending on collective agreement**
- d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.**
- e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.**

## **2. Implementation**

- a. The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:**
- i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.**
  - ii. Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one-hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2(b)(i).**



- final retroactive payment. For greater certainty, the total maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).**
- c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under 3(b), the employee may receive one fifty \$50 payment to a maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).**
  - d. Should the Employer negotiate higher amounts for 3(a) or 3(b) with any other bargaining agent representing Core Public Administration employees, it will compensate PSAC members for the difference in an administratively feasible manner.**
  - d. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the Agreement between the CPA Bargaining Agents and the Treasury Board of Canada with regard to damages caused by the Phoenix Pay System.**
  - e. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one-hundred and eighty (180) days after signature of the agreement.**
  - f. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Alliance regarding the format of the detailed breakdown.**
  - g. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay.**

**EB: Appendix K**

**SV: Appendix L**

**TC: Appendix S**

### **Remarks**

In light of the continued difficulties with the Phoenix pay system, and the specific difficulty in processing retroactive payments, TBS participated in a working group with Public Services and Procurement Canada (PSPC) to devise a new methodology for effectively and efficiently processing payments owed to employees for periods of retroactive employment.

Through the working group, TBS and PSPC considered different options for retroactive payment processing as well as implementing monetary components of collective agreements as a whole.

The MOU included in the 34 public service agreements, reproduced above, represents the best way forward for collective agreement implementation. Not only does it outline a new methodology that will allow to pay employees retroactive amounts as close as possible to what would have been achieved if Phoenix could process retroactive amounts in the traditional manner but it also does so in a reasonable amount of time for most employees.

The Employer recognizes that there will be a delay and that 180 days is beyond what is stipulated in the legislation. As such, the Employer is proposing a payment of \$400 to each employee in a bargaining unit in order to compensate them for the delays in implementation. As noted in the proposed MOU, the \$400 also compensates employees for the fact that there currently are outstanding transactions that have not yet been entered into the pay system. The MOU represents a fair and balanced approach and solution to problems associated with implementation due to the Phoenix pay system.

In addition, in certain circumstances, additional time will be required to implement the collective agreement. Specifically, this would affect employees whose file requires manual intervention to complete the implementation of the new collective agreement provisions. Under the MoU, those employees will receive an additional \$50 payment for each 90 day delay beyond the initial implementation period of 180 days, to a maximum of \$450.

Given the pay and HR systems in place and the associated challenges, the Government of Canada has no flexibility to implement collective agreements on a different basis. Agreeing to a different implementation process and timelines would represent bad faith bargaining on behalf of the Government, as it would be agreeing to something that it cannot fulfill.

The Employer requests that the Commission include the Employer's changes to Appendix F in its report to resolve all outstanding proposals at Appendix F.

## **Appendix M – Memorandum of Understanding between the Treasury Board and the Public Service Alliance of Canada with respect to Mental Health in the Workplace**

### **Union Proposal**

Replace the existing Appendix M with

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

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

**The COE will:**

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

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

**The Executive Board and the Advisory Board will be comprised of an equal number of Union and Employer representatives. The Executive Board is responsible for determining the number and the identity of their respective Advisory Board representatives.**

**The Executive Board shall approve the terms of reference of the Advisory Board. This date may be extended by mutual agreement of the Executive Board members. The Advisory Board's terms of reference may be amended from time**

**to time by mutual consent of the Executive Board members.**

**The ongoing responsibilities of the COE include:**

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

**Employer Proposal**

Delete Appendix M.

**Employer movement**

**In order to achieve settlement, the Employer proposes the following:**

Replace the existing Appendix M with:

**This Memorandum of Understanding is to recognize the ongoing joint commitment of the Treasury Board of Canada (the Employer) to address issues of mental health in the workplace in collaboration with the Public Service Alliance of Canada (the Alliance)**

**In 2015, the Employer and the Alliance entered into a Memorandum of Understanding with respect to mental health in the workplace as part of the collective agreement which established the Joint Task Force on Mental Health (the Joint Task Force).**

**The Employer, based on the work of the Joint Task Force and in collaboration with the Alliance, created the Centre of Expertise on Mental Health in 2017 focused on guiding and supporting federal organizations to successfully implement measures to improve mental health in the workplace by implementing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard). To this end, the Centre of Expertise on Mental Health was given and shall continue to have:**

- **central, regional and virtual presence;**
- **an evolving mandate based on the needs of stakeholders within the federal public service; and**
- **a dedicated and long-term funding from Treasury Board.**

**As the terms of the previous Memorandum of Understanding have been met, the parties agree to establish a renewed governance structure to support the Centre for Expertise on Mental Health that will include an Executive Board and an Advisory Board.**

**The Executive Board will consist of the Chief Human Resource Officer of Canada and the President of the Alliance. The Advisory Board will be comprised of an equal number of Union and Employer representatives. The Executive Board is responsible for determining the number and the identity of their respective Advisory Board representative.**

**The Executive Board shall approve the terms of reference of the Advisory Board. The Advisory Board's terms of reference may be amended from time to time by mutual consent of the Executive Board members.**

**This Memorandum of Understanding expires on June 20, 2021.**

**EB: Appendix O**

**SV: Appendix P**

**TC: Appendix HH**

### **Remarks**

The Bargaining Agent is proposing a revised MOU between the Employer and the Alliance with respect to Mental Health in the Workplace to build on the work of the Joint Task Force (JTF) and to pursue joint governance on mental health in the workplace.

The Employer submits that that while it is not prepared to co-manage an arm's length organization on Mental Health, it is open to recognizing the ongoing commitment of the Employer to address issues of mental health in the workplace in collaboration with the Alliance and to establish a renewed governance structure to support the Centre for Expertise on Mental Health.

The 2015 MOU established the JTF on Mental Health in the Workplace. The JTF was governed by a Steering Committee and a Technical Committee. Under the JTF, three reports were produced, including recommendations and guidance to address psychological health and safety in the federal public service.

In the spring of 2017, the Centre of Expertise (CoE) on Mental Health in the Workplace was officially launched as a virtual entity on Canada.ca. Two Co-Chairs were appointed to oversee the work of the CoE: one representing the Employer, the other Bargaining Agents.

The work of the CoE continues to be guided by the recommendations set out in the JTF Technical Committee reports and the resulting Federal Public Service Workplace Mental Health Strategy, to assist core public administration organizations in aligning with the National Standard of Canada for Psychological Health and Safety in the Workplace.

The Employer supported the release of the Mental Health Taskforce reports but did not agree to implement recommendations verbatim. At no point was there a commitment to put in place nor to co-manage an arm's length organization on mental health.

The Centre for Diversity, Inclusion and Wellness (CWInD) is also set to launch soon and while the Centre of Expertise will remain a separate entity, the Employer anticipates close alignment and that the CWInD will provide additional leverage for the Centre of Expertise to achieve its mandate.

Based on all the above, and in order to facilitate a comprehensive settlement, the Employer proposes the introduction of an updated MoU, as a counter proposal.

Therefore, the Employer requests that the Commission adopt the MoU proposed by the Employer in its report.

## **Appendix N – Memorandum of Understanding between the Treasury Board and the Public Service Alliance of Canada with respect to Child Care**

### **Union Proposal**

#### **Replaced with:**

This Memorandum of Understanding is to give effect to the agreement reached between the Employer and Public Service Alliance of Canada regarding child care. As a result of the work done by the Joint National Child Care Committee, the parties agree to establish an ongoing Child Care Joint Union-Management Committee. The Child Care Joint Union-Management Committee is established to continue the work of the Joint National Child Care Committee and will be given the carriage of the Committee's recommendations, in addition to other measures identified through further research and analysis and agreed to by the parties.

The Child Care Joint Union-Management Committee will:

- be under the auspices of the National Joint Council;
- be co-governed by Union and Employer representatives;
- have a mandate that can evolve based on the needs of stakeholders within the federal public service;
- perform its work neutrally and at arm's length;
- have dedicated and long-term funding from the Treasury Board to finance the establishment and ongoing support of child care centres in the federal public service.

The Child Care joint Union-Management Committee will be comprised of an equal number of Union and Employer representatives. The ongoing responsibilities of the Child Care joint Union-Management Committee include:

- defining criteria for the establishment of workplace day care centres;
- identifying opportunities for establishing workplace child care centres (for example, pursuing community partnerships), including opportunities that will come with the expansion of licensed child care across the country;
- carrying out needs assessment to determine priority locations when a decision has been to establish a licensed workplace child care in a given region;
- conducting centralized research to understand the challenges and work-life needs of working parents who are employees of the public service;
- examining the feasibility of capturing information related to employees working shift hours and other non-standard hours within existing information systems;
- allowing departments to partner with local licensed child care providers or school

boards to provide services;

- exploring the feasibility for departments to partner with other employers located near each other to establish not-for-profit, licensed child-care services nearby.

The Child Care joint Union-Management Committee shall also:

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

### **Workplace child care funding model**

The Employer shall, through meaningful consultation with the Child Care Joint Union-Management Committee, develop a new workplace child care funding model that encourages the establishment of new licensed workplace child care centres and the ongoing support of existing licensed workplace centres in the public service. Consideration should be given to the possibility of creating a centrally funded program guided by rigorous criteria and needs assessment for the establishment and maintenance of licensed workplace child care centres.

### **Treasury Board Policy on Workplace Day Care Centres**

The Employer shall, through meaningful consultation with the Child Care Joint Union-Management Committee, revise the Treasury Board Policy on Workplace Day Care Centres so that it can better encourage and support the establishment and ongoing operation of high-quality, accessible, affordable, licensed and inclusive child care services in federal buildings while maintaining the following elements:

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

### Employer Proposal

Delete Appendix N

**EB: Appendix M**

**SV: Appendix Q**

**TC: Appendix II**

### Remarks

The Employer submits that the commitments contained in this MOU were all met, and as such proposes the deletion of the MOU from the PA collective agreement.

The commitments were as follow:

*The Employer agrees to the formation of a Joint National Child Care Committee (the Committee). The Committee shall be comprised of four (4) PSAC and four (4) Employer representatives, with additional resources to be determined by the Committee. Costs associated with the work of the Committee shall be borne by the respective parties.*

*The responsibilities of the technical committee include:*

- a. conducting analyses and research to assess child care and other related support needs and the methods used to meet these needs;*
- b. researching the availability of quality child care spaces available to employees across the country;*
- c. examining workplace child care facilities across the country;*
- d. examining materials, information and resources available to employees on child care and other related supports;*

- e. *developing recommendations to assist employees access quality child care services across the country; and*
- f. *any other work the Committee determines appropriate.*

*The Committee will provide a report of recommendations to the President of the Public Service Alliance of Canada and the Secretary of the Treasury Board of Canada*

The technical committee, composed of members of both parties, completed the work and obligations outlined in the MOU by producing and tabling a joint report with recommendations to both the President of the PSAC and TBS.

No commitments are outstanding.

As such, the Employer request that the MOU be deleted from the collective agreement and not form part of the PIC recommendations.

## Appendix O – Memorandum of Agreement on Supporting Employee Wellness

Union Proposal
Delete Appendix O.
Employer Proposal
<p><i>**The specific section to be amended is noted as follows**</i></p> <p>The Technical Committee will develop all agreements and documents needed to support the consideration of a wellness plan during the next round of collective bargaining. This work shall be completed by December 1, <del>2021</del>2017. The Technical Committee shall provide interim recommendations for review by the Steering Committee on the following matters through a series of regular meetings:</p>

**EB: Appendix P**

**SV: Appendix R**

**TC: Appendix KK**

### Remarks

The current MOA on Supporting Employee Wellness was introduced by the parties during the last round of collective bargaining following extensive negotiations regarding the Employer's key priority to modernize the sick leave regime for Employees.

The parties agreed to form a task force, including a steering and a technical committee, to develop a new Employee Wellness plan. This plan was to include income replacement parameters, treatment of existing sick leave banks, and consequential changes to sick leave with pay provisions in the PSAC collective agreements.

Very little was achieved by this task force. No tangible progress was made, and no recommendations were produced for the parties' consideration.

The Technical Committee met 13 times and the Steering Committee met once between March and December 2017. An interim report was drafted and only covered high level principles, such as gaps in the current system, barriers to return to work, and early intervention. The Employer continued to reach out to PSAC to obtain comments on the interim report and to establish a work plan to move the committee's work forward. Between March 2018 and March 2019, the Employer's attempts, on a monthly basis, to engage PSAC with a view to moving the work forward remained unanswered.

In June 2018, in the context of the current round of bargaining, the Bargaining Agent proposed to delete this MoA (reproduced above) from the PSAC collective agreements.

The MoA on Employee Wellness was one of many new or amended MoAs signed between the parties during the last round of negotiations. Three of those MoAs are before this Public Interest Commission: The MoA on Mental Health (Appendix M), the MoA on Child Care (Appendix N) and the MOA on Employee Wellness (Appendix O).

The MoA on Mental Health (Appendix M) and the MoA on Child Care (Appendix N) were negotiated in response to Bargaining Agent priorities; the Employer is pleased that the parties were able to complete the agreed upon work. The MoA on Employee Wellness, the only one resulting from an Employer proposal, remains incomplete as a result of the Bargaining Agent's lack of commitment.

To bring the current round of negotiations to a conclusion, the Employer agrees to the Bargaining Agent's proposal to delete the Employee Wellness MoA but would ask that the Commission recommends the Employer proposals related to Appendix M (Mental Health) and Appendix N (Child Care).

## **New Appendix – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada**

### **Union Proposal**

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

**Program and Administrative Services (PA)  
Technical Services (TC)  
Operational Services (SV)  
Education and Library Science (EB)**

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

**The parties agree that:**

- 1. Such employees shall become members of the Alliance occupational groups on the date in which their transfer is effective.**
- 2. The Articles of the Collective Agreements for the above-noted bargaining units dealing with Check-Off (Article 11 (PA); Use of Employer Facilities (Article 12 (PA); Employee Representatives (Article 13 (PA) and Leave With or Without Pay for Alliance Business (Article 14 (PA) shall apply effective the date on which such transfers are effective.**
- 3. Increases to rates of pay and allowances that apply to such employees shall be effective as per past practice.**
- 4. All other terms and conditions of work that apply to such employees shall be frozen subject to negotiations between the Employer and the Alliance.**
- 5. Negotiation of such terms and conditions of work shall commence no later than ninety (90) days after notice of the intent to transfer such employees into the above-noted occupational groups is provided to the Alliance.**
- 6. Should a negotiated settlement of the terms and conditions of work of such transferred employees not be reached, the parties agree that either side may declare impasse and that any outstanding issues be referred to binding arbitration by a Board of Arbitration consisting of a sidesperson representing each party and a mutually agreed-upon arbitrator chosen by the parties.**

Signed in Ottawa this \_\_\_\_\_ day of May, 2019

FOR THE EMPLOYER

FOR THE UNION

**EB: TBD**

**SV: TBD**

**TC: TBD**

### **Remarks**

On June 19, 2017, Bill C-7 was passed in response to the Supreme Court of Canada's decision in 2015 that recognized the constitutional right of members of the RCMP to associate. Bill C-7 amended the FPSLR by bringing members of the RCMP into the FPSLRB's mandate and providing a labour relations regime for them and for reservists. This includes a process for employee organizations to acquire collective bargaining rights.

As part of this initiative, RCMP civilian members are scheduled to be transferred from employment under the *Royal Canadian Mounted Police Act* to employment under the *Public Service Employment Act* (PSEA) on May 21, 2020 (i.e., they will be "deemed" public servants).

While the "deeming" of RCMP civilian members was initially scheduled for April, 2018 it has been delayed until May 21, 2020.

This PSAC proposal is directly related to the impending deeming of civilian members of the RCMP.

The PSAC is still awaiting a decision from the Public Sector Labour Relations and Employment Board (FPSLRB) about representing RCMP civilian members, following their application for the determination of membership (under section 58 of the FPSLR) for positions within different groups and sub-groups for which the TBS is the Employer and for which the PSAC is the certified Bargaining Agent.

The Employer submits that the Bargaining Agent's proposal raises a jurisdictional issue as the PSAC has no standing to represent those employees in collective bargaining, or in the current PIC proceeding. The Employer therefore respectfully submits that this proposal has no standing before this Commission.

In fact, the Employer's position is that negotiating anything in advance of the Board's determination of membership under section 58 is tantamount to usurping the authority

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of the FPSLREB. Including any reference within the collective agreement be it identified as RCMP or more general in nature is not appropriate.

Nevertheless, the Employer is seeking to ensure a seamless transition, and discussions are taking place between the PSAC and the Employer to prepare for a potential FPSLREB determination of membership. Accordingly, the Employer respectfully submits that the Commission is without jurisdiction to entertain this Bargaining Agent proposal, and requests that the Commission not include it in its report.

## 4.2 Proposals specific to the PA group

24. Article 2 – Interpretation and Definitions: definition of “family” and “continuous employment”
25. Article 3 – Application: gender
26. Article 25 – Hours of Work
27. Article 27 – Shift and Weekend Premiums
28. Article 28 – Overtime
29. Article 34 – Vacation Leave with Pay
30. Article 37 – Injury-on-Duty Leave
31. Article 39 – Maternity-Related Reassignment or Leave
32. Article 44 – Leave for Family-Related Responsibilities
33. Article 47 – Bereavement Leave with Pay
34. Article 55 – Statement of Duties
35. Article 58 – Call Centre Employees
36. Article 60 – Correctional Service Specific Duty Allowance
37. Article 67 – Duration
38. NEW Article – Pre-Retirement Leave
39. NEW Article – Public Safety Allowance
40. NEW Article – Primary Responsibility Allowance
41. NEW Article – WP Specific Working Conditions
42. NEW Article – Indigenous Language Allowance
43. Appendix A-2 – All Groups Canada Border Services Agency (CBSA) Employees
44. Appendix B – Memorandum of Agreement respecting Sessional Leave for Certain Employees in the Translation Bureau
45. Appendix C – Memorandum of Understanding with respect to a Joint Learning Program
46. Appendix E – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to a Joint Study on the Work Environment for Employees Working in Call Centres
47. Appendix G – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Occupational Group Structure Review and Classification Reform
48. Appendix J – Memorandum of Understanding Between the Treasury Board (hereinafter called the Employer) and the Public Service Alliance of Canada (hereinafter called the Alliance) in Respect of the Program and Administrative Services Group: Retention Allowance for Employees Involved with the Performance of Compensation and Benefits Duties
49. NEW Appendix – Memorandum of Understanding Between the Treasury Board of Canada Secretariat and the Public Service Alliance of Canada in Respect of

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- the Program and Administrative Services Group – Incentives for the Recruitment and Retention of Compensation Advisors
50. NEW Appendix – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Parole Officer Caseload
  51. NEW Appendix – Memorandum of Agreement with Respect to Administrative Suspensions Pending Investigations
  52. NEW Appendix – Memorandum of Understanding in Respect of Employees in the Program Administration (PM) Group Working as Fishery Officers

## Article 2 – Interpretation and Definitions

Union Proposal
<p><b>2.01</b> For the purpose of this Agreement:</p> <p>“family” (famille)</p> <p>except where otherwise specified in this agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, <b>sister-in-law, brother in law</b>, the employee’s grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides.</p>
<p>“continuous employment” (emploi continu)</p> <p><del>Is one or more periods of service in the public service, as defined in the Public Service Superannuation Act, with allowable breaks only as provided for in the terms and conditions of employment applicable to the person.</del></p> <p>has the same meaning as specified in the existing Public Service Terms and Conditions of Employment Regulations of the Employer on the date of signing of this agreement.</p>
Employer Proposal
<p><b>"continuous employment"</b> (<i>emploi continu</i>)</p> <p>has the same meaning as specified in the existing <del>Public Service Terms and Conditions of Employment Regulations</del> <b>Directive on Terms and Conditions of Employment</b> of the Employer on the date of signing of this Agreement.</p>
Employer movement
<p><b>"continuous employment"</b> (<i>emploi continu</i>)</p> <p>has the same meaning as specified in the existing <del>Public Service Terms and Conditions of Employment Regulations</del> <b>Directive on Terms and Conditions of Employment</b> of the Employer on the date of signing of this Agreement.</p>

### Remarks

The Bargaining Agent is proposing to expand the application of the definition of family to include brother-in-law and sister-in-law.

The expansion of the definition would broaden the scope far beyond what is found in all other collective agreements. No sufficient justification supporting this proposal was provided by the Bargaining Agent.

The Employer maintains that the current definition in the PA collective agreement that applies to the family-related responsibilities entitlement is clearly comparable with what is found in most collective agreement within the CPA.

With regards to the definition of continuous employment, the Employer believes that its proposed movement could bring the parties to agreement on this specific issue.

The intent of this proposal is to reflect that the Directive on Terms and Conditions of Employment replaced the Conditions of Employment Regulations, effective April 1, 2014.

The Employer has recently negotiated 17 agreements in the CPA, none of which have had such expansion to the definition of family. The PSAC proposal is not found in any CPA agreement.

The Employer therefore requests that the Commission not include the Bargaining Agent's proposal, but rather the Employer's counter-proposal, per the *Employer movement* section above, in its report.

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### Article 3 – Application

Employer Proposal
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**(New)**

**3.03 With the exception of clauses relating to maternity leave, maternity allowance, medical appointments for pregnant employees, and maternity-related reassignment or leave in this agreement, expressions referring to employee or the masculine or feminine gender are meant for all employees, regardless of gender.**

#### Remarks

The Employer understands that the parties have reached a mutual agreement on this proposal.

The Employer therefore requests that the Commission include this proposal in its report.

## Article 25 – Hours of Work

### Union Proposal

**(New)**

~~**25.XX The Employer shall not change any day workers into shift workers nor change shift workers into day workers without mutual agreement between the Employer and the Alliance.**~~

#### **25.05**

- a. The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day except on occasions when operational requirements do not permit.
- b. The Employer shall provide an unpaid meal break of a minimum of thirty (30) minutes per full working day, normally at the mid-point of the working day.**
- c. **In addition to the paid rest periods in 25.05 a. above, the Employer will provide two (2) additional appropriate periods of paid protected time each per full working day to a nursing mother for the purpose of breastfeeding or performing breast milk pumping hygiene. The Employer shall provide an appropriate, private and safe place for these functions to be performed.**

#### **Shift work**

**25.13 The Employer shall not schedule rotating shifts except with the express mutual consent of the Alliance in accordance with Article 25.11.**

When, because of operational requirements **and with the mutual consent of the Alliance**, hours of work are scheduled for employees on a rotating or irregular basis, **or on a non-rotating basis where the Employer requires employees to work hours later than 6p.m. and/or earlier than 7 a.m.**, they shall be scheduled so that employees, over a period of not more than fifty-six (56) calendar days:

- a. on a weekly basis, work an average of thirty-seven decimal five (37.5) hours and an average of five (5) days;
- b. work seven decimal five (7.5) consecutive hours per day, exclusive of a one-half (1/2) hour meal period;
- c. obtain an average of two (2) days of rest per week;
- d. obtain at least two (2) consecutive days of rest at any one time except when days of rest are separated by a designated paid holiday which is not worked; the consecutive days of rest may be in separate calendar weeks.

<b>Employer Proposal</b>	
<b>Excluded Provisions</b>	
<del>Clauses 25.13 to 25.23 inclusive, pertaining to shift work, do not apply to employees classified as IS.</del> In the case of employees classified as WP, these clauses apply only to employees of the Correctional Service of Canada who are employed in Community Correctional Centres and to those employed in higher security institutions in leisure, social, cultural or athletic activities as well as those who are providing Dialectical Behaviour Therapy (DBT).	
<b>25.05</b>	
<ul style="list-style-type: none"> <li>a. The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day except on occasions when operational requirements do not permit.</li> <li><b>b. The Employer shall provide an unpaid meal break of a minimum of thirty (30) minutes per full working day, normally at the mid-point of the working day.</b></li> </ul>	
<b>25.20</b>	
<ul style="list-style-type: none"> <li>a. An employee who is required to change his or her scheduled shift without receiving at least <del>seven (7) days'</del> <b>forty-eight (48) hours'</b> notice in advance of the starting time of such change in his or her schedule shall be paid for the first (1<sup>st</sup>) shift worked on the revised schedule at the rate of time and one-half (1 ½) for the first (1<sup>st</sup>) seven decimal five (7.5) hours and double (2) times thereafter. Subsequent shifts worked on the revised schedule shall be paid at the straight-time rate, subject to Article 28, Overtime.</li> </ul>	

## **Remarks**

### Article 25 – Excluded provisions – IS classification

The Employer proposes to eliminate the exclusion with regards to shift work for the Information Services (IS) subgroup. This proposal is to find a way to balance the constant evolution of communication and media, and the public service's response to it, as well as the means to support employees' work-life balance.

Over the last 16 years, media, as well as the means of consuming it, has evolved. The evolution and accessibility of social media, an increase in globalization, the availability of 24 hour news networks, the requirement and expectation of instantaneous responses has changed the landscape of communications. The collective agreement, however, has not evolved to meet this evolution, and therefore neither has the public service been able to fully adapt.

One notable example is Health Canada and the Public Health Agency of Canada (PHAC); these organizations have the responsibility of providing communications

preparedness and response capacity for emergency events of a health nature. PHAC provides leadership on the Government's response to disease outbreaks and other national health emergencies.

The Health Portfolio Operations Centre at Health Canada requires 24/7 support during a public health emergency to ensure that Canadians have the timely information they need to protect themselves and their families.

PHAC employees belonging in the IS group draft and coordinate urgent communications products for the Chief Public Health Officer and the Minister of Health in order to communicate advice, warnings and guidance to Canadians in a timely and effective manner during public health emergencies.

As experienced during the crises of Ebola, SARS, and H1N1, unexpected health events impacting Canadians are not uncommon and have a significant impact on the workforce.

These events often require 24/7 operation, during the whole period of the emergency response in order to maintain operational readiness.

There is an increased number of risk communications, which are time-sensitive and need to go out as soon as possible, which can be any time of day including late in the evening or over the weekend.

Accordingly, the Employer requires the ability to introduce shift schedules for IS employees, as it does for the other subgroups of the PA bargaining unit.

#### 25.20 – Shift change notice period

The Employer is proposing to reduce the notification period for changing shifts. The current 7 days' advance notice is operationally too long and it affects management's flexibility to manage its staff.

The proposed shorter notice period also has a benefit for employees, as it will provide greater flexibility to accommodate short notice requests, such as leave requests.

#### 25.05 – Breaks

The Bargaining Agent proposes at paragraph 25.05 (b) to introduce provisions dealing with the unpaid meal break. The Employer agrees with this proposal.

The Bargaining Agent also proposes the introduction of paid breaks of an undetermined duration for breastfeeding and milk pumping hygiene, in addition to the provision of a private place for this purpose.

The Employer disagrees with this proposal as it is unreasonable and impractical. In addition, managers and employees already have at their disposal several tools that give them flexibility to address employees' specific needs, such as flexible hours of work and paid breaks. The Bargaining Agent has made no demonstration that its proposed changes are needed or warranted.

#### 25.13 – Scheduling Shift Work

At clause 25.13, the Bargaining Agent seeks to restrict the Employer's right to schedule shift work, including rotating shifts, and submit such a decision to mutual consent between the parties. This proposal is not acceptable to the Employer as it would significantly affect its ability to organize work schedules so that it can fulfill its operations.

The Employer submits that determining hours of work is a management prerogative and a management right that is not subject to mutual agreement of the parties.

The Employer further submits that there is already an obligation in the Collective Agreement to consult the PSAC before changing day workers into shift workers and to show that such change is required for the needs of the public and/or efficient operations before changing day workers into shift workers. These provisions are sufficient in the Employer's view.

As such, the Employer requests that the Commission includes the Employer proposal with regards to shift work for IS employees and includes the Bargaining Agent's proposal at paragraph 25.05 b) in its report, but not include any of the other Bargaining Agent's proposals.

## Article 27 – Shift and Weekend Premiums

### Union Proposal

#### **Excluded provisions**

This article does not apply to employees on day work covered by clauses 25.06 to 25.12 inclusive.

#### **27.01 Shift premium**

An employee working shifts will receive a shift premium of **three dollars (3\$)** ~~two dollars (\$2)~~ per hour for all hours worked, including overtime hours, between 4 pm and 8 **00:00** am. ~~The shift premium will not be paid for hours worked between 8 am and 4 pm.~~

**An employee working on shifts will receive a shift premium of five dollars (\$5.00) per hour for all hours worked, including overtime hours, between 00:00 and 08:00 hours**

#### **27.02 Weekend premium**

a. An employee working shifts during a weekend will receive an additional premium of ~~two dollars (\$2)~~ **three dollars (\$3)** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

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

### **Remarks**

The Bargaining Agent is proposing to increase the shift and weekend premiums from two (\$2.00) dollars to three dollars (\$3.00) for evenings and weekends and five dollars (\$5.00) for night shifts. The cost of increasing the shift premium from 2 to 3\$ an hour would be over \$1.5M per annum, or 0.02% of the wage base. The cost would be higher if the night shift premium was paid at \$5 per hour as proposed by the Bargaining Agent.

The Employer submits that the PA group is not behind the market in terms of this benefit, which is consistent with what is provided in other collective agreements. No sufficient justification supporting this proposal was provided by the Bargaining Agent.

The Employer requests that the Commission not include this proposal in its report.

## Article 28 – Overtime

### Union Proposal

**All overtime shall be compensated at double time. Consequential amendments throughout the agreement must be made pursuant to agreement.**

#### **28.08 Compensation in cash or leave with pay**

- a. Overtime shall be compensated **on the basis of employee's preference either** in cash or equivalent **leave with pay**, ~~except that, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.~~
- b. The Employer shall endeavour to pay cash overtime compensation by the sixth (6th) week after which the employee submits the request for payment.
- c. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- d. Compensatory leave earned in a fiscal year and outstanding on September 30 of the following fiscal year, shall be paid at the employee's rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on March 31 of the previous fiscal year.
- e. At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.

#### **28.09 Meals**

- 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 his or her expenses for one meal in the amount of ~~ten~~ **fifteen** dollars (~~\$10~~**15**) ~~except where free meals are provided.~~
- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of ~~ten~~ **fifteen** dollars (~~\$10~~**15**) for each additional four (4) hour period of overtime worked thereafter ~~except where free meals are provided.~~
- c. Reasonable time with pay, to be determined by the Employer, 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 in travel status, which entitles the employee to claim expenses for lodging and/or meals.

<b>Employer Proposal</b>	
<b>28.04</b>	<p><b>Assignment of overtime work</b></p> <p>a. Subject to operational requirements, the Employer shall make every reasonable effort to:</p> <p>a. avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees, <b>and</b></p> <p>b. <b>endeavor to allocate overtime work to employees at the same group and level as the position to be filled, that is, CR-4 to CR-4, PM-2 to PM-2 etc.</b> and</p> <p>bc. <b>The Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work, Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.</b></p>
<b>28.09</b>	<p><b>Meals</b></p> <p>e. <b>Meal allowances under this clause shall not apply to an employee who has approval to work overtime from a location other than his or her designated workplace.</b></p>
<b>Employer movement</b>	
<b>28.09</b>	<p><b>Meals</b></p> <p>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 his or her expenses for one meal in the amount of <del>ten</del> <b>twelve</b> dollars (\$<del>10</del><b>12</b>) except where free meals are provided.</p> <p>b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of <del>ten</del> <b>twelve</b> dollars (\$<del>10</del><b>12</b>) for each additional four (4) hour period of overtime worked thereafter except where free meals are provided.</p>

### Remarks

The Bargaining Agent is proposing to amend the overtime provisions of the Agreement as follows:

#### Double time

The Bargaining Agent is proposing that all overtime shall be compensated for at double time.

The Employer submits that agreeing to such a change would have a significant financial impact and would exceed the provisions contained in other CPA collective agreements without justification.

Employee preference

The Bargaining Agent is proposing that the employee should be able to decide, unilaterally, whether accumulated overtime should be compensated in cash or in leave with pay.

The Employer submits that the current provision, by which an employee makes a requests and submits it for the Employer's approval is reasonable, and consistent with other collective agreements. This allows the Employer to consider operational and organizational requirements. In the Employer's view, there is no justification to make the proposed change.

Assignment of overtime work

The Employer proposes to introduce a provision at clause 28.04 b) to ensure that the manager considers the group and level of the work to be performed when assigning overtime work. This would support that overtime hours are assigned and paid at the rate of pay commensurate with the value of the work to be performed. Under the current language, nothing stops an employee from claiming eligibility to overtime work assignment that is usually performed by another classification level.

Overtime meal allowance

The Bargaining Agent is proposing to increase the overtime meal allowance from ten (\$10.00) dollars to fifteen (\$15.00) dollars.

The Employer submits that the Bargaining Agent's proposal is not reflective of the current established negotiated settlement pattern in the federal public service. In this context and in line with the CPA agreements recently agreed upon/signed, the Employer is of the opinion that it would be appropriate for the Commission to recommend increasing the meal allowance to twelve (\$12.00) dollars to align with other CPA groups.

The Employer is also proposing to limit an employee's entitlement to the meal allowance when performing overtime from a location other than the employee's designated workplace.

The Employer submits that employees are provided with a meal allowance when they are expected to stay beyond their normal hours of work to perform overtime work. This

ensures that they are not out of pocket for the extra expense of purchasing a meal. When an employee is working from their place of residence there should not be an added expense for a meal.

To resolve all outstanding proposals at article 28, the Employer therefore requests that the Commission include the Employer's proposal at clause 28.04 and the Employer's counter-proposal per the *Employer movement* section above at clause 28.09 (meals) in its report. The Employer further requests that the Commission not include the other bargaining agent proposals in its report.

## Article 34 – Vacation Leave With Pay

### Union proposal

**Note: Changes to this article will come into effect on April 1<sup>st</sup> following the signing date of the agreement.**

### Scheduling of Vacation Leave With Pay

#### 34.05

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

(b) Vacation scheduling: Period	Employee Submission Deadline	Employer Response Deadline	Start of Leave Period	End of Leave Period
Summer	April 15	May 1	June 1	September 30
Fall/Winter	August 15	September 1	October 1	January 31
Winter/Spring	December 15	January 1	February 1	May 31

(i) Employees will submit their annual leave requests for the summer leave period on or before April 15th, **and on or before August 15th for the fall/winter leave period**, and on or before ~~September~~ **December** 15th for the winter/spring leave periods, The Employer will respond to such requests no later than May 1st for the summer leave period, **no later than September 1st for the fall/winter period and no later than January 1st for the winter/spring leave period.**

Notwithstanding the preceding paragraph, with the agreement of the Alliance, departments may alter the specified submission dates for the leave requests. If the submission dates are altered, the employer must respond to the leave request 15 days after such submission dates;

(ii) The ~~summer and winter~~ holidays periods are:

- for the summer leave period, between June 1 and September 30;
- **for the fall/winter leave period, between October 1 and November January 31;**
- for the winter/~~spring~~ holiday-season leave period, between ~~December~~ **February 1 and March May 31;**
- ~~for the spring leave period, between April 1 and May 31.~~

(iii) In cases where there are more vacation leave requests for a specific period than can be approved due to operational requirements, years of service as defined in clause 34.03 of the Agreement, shall be used as the determining factor for

granting such requests. For summer leave requests, years of service shall be applied for a maximum of two weeks per employee in order to ensure that as many employees as possible might take annual leave during the summer months;

- (iv) Years of service as defined in clause 34.03 shall be used as the determining factor for granting requests only when the leave request plus **any** scheduled days of rest **and/or designated paid holidays** total seven (7) or more consecutive calendar days off.
- (v) Requests submitted after April 15th for the summer leave period and **after August 15th for the fall/winter period, and after September 15th for the winter leave period, and after March-December 15<sup>th</sup> 1<sup>st</sup> for the winter/spring leave period**, shall be dealt with on a first (1st) come first (1st) served basis **and requests for such leave shall not be unreasonably denied.**
- (c) ~~Subject to the following subparagraphs, †The Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:~~
  - (i) to provide an employee's vacation leave in an amount and at such time as the employee may request;
  - (ii) not to recall an employee to duty after the employee has proceeded on vacation leave;
  - (iii) not to cancel or alter a period of vacation or furlough leave which has been previously approved in writing.

#### 34.11 Carry-over and/or liquidation of vacation leave

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

**Leave to employee's credit when employment terminates**

**34.15 The Employer shall grant the employee any vacation leave earned but not used by the employee before the employment is terminated by layoff if the employee so requests because of a requirement to meet continuous employment requirements for severance pay.**

~~Where the employee requests, the Employer shall grant the employee his or her unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.~~

**Employer proposal**

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

**34.15** ~~Where the employee requests, the Employer shall grant the employee his or her unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.~~

**Remarks****34.05 – Scheduling**

At paragraph 34.05(a), the Bargaining Agent is proposing to rearrange the vacation leave approval process, add an additional period where leave approvals would be subject to prescriptive timelines, and employees' years of service,

The collective agreement already provides for specific timelines and process for 2 broad peak vacation periods (Summer and Winter), which go beyond the provisions found in other collective agreements.

There is no indication of a problem with employees being granted their vacation leave. The language proposed by the union would create an unnecessary administrative burden. The Employer's view is that the current system for response is working, and the Bargaining Agent has not demonstrated otherwise.

The Bargaining Agent is also proposing to delete provisions at paragraph 34.05(c) which recognize the Employer's right to schedule employees' vacation leave, subject to certain conditions. This provision is important to the Employer as it allows it to organize

its business and grant vacation leave in a way that supports operational requirements. It also gives the Employer a mechanism to ensure that Employees do use their allocated vacation leave credit, consistent with the 34.05(a), and not unilaterally choose to “bank” it for use in subsequent years, or cash-out.

#### 34.04 – Continuous “service” vs. “employment”

At clause 34.04, the Employer is proposing to replace *continuous employment* with *continuous service*.

Continuous employment is defined as follows, per the Directive on terms and conditions of employment: one or more periods of service in the public service, as defined in the *Public Service Superannuation Act*, with allowable breaks only as provided for in the terms and conditions of employment applicable to the person.

Per the same Directive, continuous service is defined as an unbroken period of employment in the public service, as defined in the *Public Service Superannuation Act*, in the context of determining the rate of pay on appointment. Continuous service is broken when employment ceases between two periods of public service employment for at least one compensation day.

The effect of the Employer's proposal would be limited. It only applies to the determination of the moment at which employees begin to be entitled to an advance of their annual vacation leave credits. It does not alter vacation leave credit accumulation entitlements. As continuous employment includes breaks in employment and continuous service does not, the proposal would allow departments to not having to look at whether a newly hired employee was employed with another department (most likely on a term basis), with a break in service more than one day, before taking up employment with them when day determine the date at which annual leave credits can be advanced (6 months after hiring). This would simplify the process.

#### 34.15 – Housekeeping change – severance pay

At clause 34.15, the Employer proposes a housekeeping change related to the change in severance that was negotiated in 2011. Considering that severance pay is no longer payable upon resignation, the portion of the paragraph identified by the Employer for deletion is no longer relevant and should be removed. The bargaining agent also has a proposal at 34.15 for which it provided no justification.

For these reasons, the Employer requests that the Commission not include the bargaining agent's proposals at article 34 in its report, but include the Employer's proposals at clauses 34.04 and 34.15.

## Article 37 – Injury-On-Duty leave

### Union Proposal

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

- a. personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,
- or
- b. an industrial illness, **vicarious trauma, or any other illness, injury** or a disease arising out of and in the course of the employee's employment,

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

### Remarks

The Bargaining Agent is proposing to remove the Employer's discretion in determining when and how long an employee should remain on injury-on-duty leave with pay, and second, to expand the criteria for eligibility for benefits provided by the *Government Employees Compensation Act* (GECA).

The Employer respectfully submits that the Commission does not have the jurisdiction to deal with the Bargaining Agent's proposal at clause 37.01 b. pursuant to subparagraphs 177(1)(a) and 177(1)(b) of the *Federal Public Sector Labour Relations Act*.

### **Report not to require legislative implementation**

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

- (a) the alteration, elimination or establishment would require the enactment or amendment of any legislation by Parliament, except for the purpose of appropriating money required for implementation;
- (b) the term or condition is one that has been or may be established under the *Public Service Employment Act*, the *Public Service Superannuation Act* or the *Government Employees Compensation Act*;
- (c) the term or condition relates to standards, procedures or processes governing the appointment, appraisal, promotion, deployment, rejection on probation or lay-off of employees; or
- (d) in the case of a separate agency, the term or condition relates to termination of employment, other than termination of employment for a breach of discipline or misconduct.

The Employer also submits that under the Bargaining Agent's proposal, the employee would remain on leave with pay, paid by the Employer, until such time as it is determined he/she can return to work. This period could extend past 130 days, which is the standard the Employer follows by its own Policy. It would also mean that the employee's other benefits would continue to accumulate during this time, such as vacation leave credits.

In addition, by requiring that the leave continue for as long as the WCB certifies that the employee is unable to work, this proposal would unduly affect the Employer's authority to terminate the employment of an employee for reasons other than misconduct, pursuant to subparagraph 12(1)(e) of the *Financial Administration Act*.

It is the Employer's position that there is no need or justification to delete the language and provide ongoing full pay for work-related injury, illness or disease. The current practice and the existing policy clearly provide a benefit well beyond that of other public and private sector Employers. The current language is identical to what is included in all collective agreements in the CPA and it is consistent with the Employer's guidelines applicable to all employees.

The Employer has an internal structure through the *Government Employees Compensation Act* (GECA – labour programs), which is managed by provincial Workers' Compensation Boards where each province is capable of accommodating the employee. There are plans and systems in place to assist injured or ill employees when they are absent from work.

Therefore, the Employer requests that the Commission not include this proposal its report.

**Article 39 – Maternity-Related Reassignment or Leave****Union Proposal**

***The Union tentatively agrees to the Employer's counterproposal.***

**39.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the ~~fifty-second (52)~~ **seventy-eighth (78<sup>th</sup>)** week following the birth, request that the Employer modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or the health of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.

**39.05** Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than ~~fifty-two (52)~~ **seventy-eight (78)** weeks after the birth.

**Remarks**

The Employer is prepared to agree with the Bargaining Agent on this proposal, with the expectation that the Employer's proposed changes replicating the established pattern on parental leave and benefits (Article 40), addressed elsewhere in this brief, also be adopted.

The Employer therefore requests that the Bargaining Agent's proposals at 39.01 and 39.05 (above), as well as the Employer's counter proposal (*Employer movement* section) at article 40 (parental leave and allowance) - presented as part of the Common proposals portion of this brief - be included in the Commission's report.

## Article 44 – Leave for Family-Related Responsibilities

### Union Proposal

<p><b>44.01</b> For the purpose of this article, family is defined as:</p> <ul style="list-style-type: none"> <li>a. spouse (or common law partner resident with the employee);</li> <li>b. children (including foster children, step-children or children of the spouse or common-law partner, ward of the employee), grandchild;</li> <li>c. parents (including step-parents or foster parents);</li> <li>d. father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee;</li> <li>e. any relative permanently residing in the employee's household or with whom the employee permanently resides; <del>or</del></li> <li>f. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;</li> </ul> <p style="text-align: center;"><b>or</b></p> <ul style="list-style-type: none"> <li><b>g. 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></li> </ul>
<p><b>44.02</b> The total leave with pay which may be granted under this article shall not exceed <del>thirty-seven decimal five (37.5) hours</del> <b>fifty-six and one quarter hours (56.25)</b> in a fiscal year.</p>
<p><b>44.03</b> Subject to clause 44.02, the Employer shall grant the employee leave with pay under the following circumstances:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b. to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;</li> <li>c. to provide for the immediate and temporary care of <del>an elderly</del> member of the employee's family;</li> <li>d. for needs directly related to the birth or the adoption of the employee's child;</li> <li>e. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;</li> <li>f. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;</li> <li>g. seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 44.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if</li> </ul>

the supervisor was notified of the appointment as far in advance as possible.

**h. to visit with a terminally ill family member**

44.04 Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 44.03(b) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

**Employer Movement**

**44.01** For the purpose of this article, family is defined as:

- a. spouse (or common law partner resident with the employee);
- b. children (including foster children, step-children or children of the spouse or common-law partner, ward of the employee), grandchild;
- c. parents (including step-parents or foster parents);
- d. father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee;
- e. any relative permanently residing in the employee's household or with whom the employee permanently resides;
- or
- f. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee-;
- or
- g. 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.**

**Remarks**

The Bargaining Agent is proposing to amend Article 44 as follows:

**Expansion of the definition of "family"**

The Bargaining Agent's proposal to expand the definition of family at paragraph 44.01(g), for the purpose of leave with pay for family-related responsibilities is consistent with the current established negotiated settlement pattern in the federal public service.

In this context and in line with the agreements recently agreed upon/signed, expanding the definition of family as proposed here would be appropriate for the PA group as part of a comprehensive settlement.

*Increasing the quantum of leave*

The Bargaining Agent is also requesting an increase to the quantum of leave with pay for family-related responsibilities from thirty-seven decimal five (37.5) hours, which is similar to the other collective agreements in the CPA, to fifty-six and one quarter (56.25) hours, which significantly increases the current quantum of leave.

The Employer submits that the Bargaining Agent's proposal to increase the quantum is costly – close to \$18M per year ongoing for the PA group only, or 0.28% of the PA wage base and the Employer is opposed to such an increase. The proposal would also have significant impact on departmental operations.

*Expanding the circumstances for which leave can be granted*

The Bargaining Agent is proposing at 44.03 (c) that the leave should be granted to provide care of any member of the employee's family as opposed to just "elderly" members. The Employer submits that such a change would unreasonably broaden the scope of the article, remove the purpose and meaning of paragraph 44.03 c).

The Bargaining Agent is proposing to add "*to visit a terminally ill family member*" to the list of circumstances for which the leave shall be granted. The Employer submits that there is no justification why the provisions for this article should be expanded. The leave entitlements currently provided for in the collective agreement could find application for this specific circumstance. The Bargaining Agent's proposal is not found in any CPA collective agreement.

The Employer therefore requests that the Commission not include these changes in its report, other than the proposed addition to the definition at paragraph 44.01g.

## Article 47 – Bereavement Leave with Pay

### Union Proposal

**47.01** For the purpose of this article, “family” is defined per Article 2 and in addition:

- a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave under 47.01 (a) only once during the employee’s total period of employment in the public service.

*Renumber accordingly*

**47.01** When a member of the employee’s family dies, an employee shall be entitled to bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days’ leave with pay for the purpose of travel related to the death.

- a. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.
- b. When requested to be taken in two (2) periods,
  - i. the first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
  - ii. the second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
  - iii. The employee may be granted no more than three (3) days’ leave with pay, in total, for the purposes of travel for these two (2) periods.

**47.02** An employee is entitled to one (1) day’s bereavement leave with pay for a purpose related to the death of his or her ~~brother-in-law or sister-in-law~~, **aunt, uncle niece, nephew** and grandparents of spouse.

**47.03** If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 47.01 and 47.02, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

**47.04** It is recognized by the parties that circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 47.01 and 47.02.

#### Employer movement

**47.01** For the purpose of this article, “family” is defined per Article 2 and in addition:

- a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave under 47.01(a) only once during the employee’s total period of employment in the public service.

*Renumber accordingly*

#### Remarks

The Bargaining Agent’s proposal to expand the definition of family for the purpose of bereavement leave is reflective of the current established negotiated settlement pattern in the federal public service.

In this context, and in line with the CPA agreements recently agreed upon/signed, expanding the definition of family as proposed here would be appropriate for the PA group in the context of a comprehensive settlement.

Considering that the Employer disagrees with the Bargaining Agent’s proposal at Article 2 – Definition of family, it would be appropriate to renew the existing provisions at 47.02.

The Employer requests that the Commission not include the Bargaining Agent’s proposals, other than the proposed change in definition at clause 47.01, in its report to resolve all outstanding proposals at article 47, and the Bargaining Agent’s proposed change to the definition of “family” at article 2.

## Article 55 – Statement of Duties

### Employer proposal

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

### Remarks

The Treasury Board Directive on Classification ensures that job descriptions “reflect the work assigned and performed by employees within the organizational structure, that they are updated when the work changes significantly, that they have reasonable and evidence based effective dates, and that job descriptions and organizational charts are approved and dated prior to the job evaluation.” (Section 6.2 of the Directive)

In addition, managers are required as per the Directive, to sign and date a job descriptions prior to submission for any job evaluation, confirming that it reflects the work assigned and to be performed.

The Employer's proposed language provides a more accurate reflection of this.

The Employer requests that the Commission include the Employer's proposal in its report.

## Article 58 – Call Centre Employees

<b>Union Proposal</b>	
<b>58.02</b>	<p>(a) All Call Centre employees shall receive at least five (5) days of in-person training on crisis intervention and coping skills upon initial hire.</p> <p>(b) All Call Centre employees shall receive a minimum of three (3) days of in-person training every two (2) years to reinforce coping skills. <del>be provided the opportunity to participate in a minimum of two (2) days of training annually on matters related to working in a Call Centre, such as training to reinforce coping skills.</del></p> <p>(c) All Call Centre employees shall receive a minimum of three (3) days of in-person crisis intervention training every two (2) years.</p>
<b>(New)</b>	
<b>58.05</b>	Call Centre employees shall have a minimum of thirty (30) seconds off the telephone between calls.
<b>(New)</b>	
<b>58.06</b>	<p>Call Centre employees who feel negatively impacted by abusive or threatening behaviour of a client shall:</p> <p>a) have the right to immediately advise the client that they are terminating the call;</p> <p>b) report the incident to their immediate supervisor;</p> <p>c) be provided with immediate Critical Incident debriefing on request;</p> <p>d) be provided the time they need to recover from the call before returning to their duties;</p> <p>e) suffer no reprisals for exercising their rights under this Article.</p>
<b>58.07</b>	<p>Call Centre employees who feel negatively impacted by a call from a client in crisis shall:</p> <p>a) report the incident to their immediate supervisor;</p> <p>b) be provided with immediate Critical Incident debriefing on request;</p> <p>c) be provided the time they need to recover from the call before returning to their duties;</p> <p>d) suffer no reprisals for exercising their rights under this Article.</p>
<b>58.XX</b>	A Call Centre is defined as a work environment that handles both inbound or outbound phone calls and often addresses requests from both external clients (e.g. the public) and internal clients (e.g. other public service employees). Call Centre workers are employees whose primary

<p><b>responsibility is responding to or making telephone calls. They must continuously be available and ready to answer telephone calls for fifty per cent (50%) or more of their time to be considered to be employed in a Call Centre environment performing Call Centre work. Call Centre environments that comply with the preceding criteria can be characterized by large groups of employees or smaller groups (e.g. two or three employees).</b></p>
<p><del><b>58.XX Twenty per cent (20%) of each Call Centre employee's time shall be spent on a rotation to off-phone focused work. This rotation shall occur on a weekly basis. The Employer shall make every reasonable effort to provide this rotation in a single consecutive block of time.</b></del></p>
<p><b>Employer Proposal</b></p>
<p><b>58.01</b> Employees working in Call Centres shall be provided five (5) consecutive minutes not on a call for each hour not interrupted by a regular break or meal period.</p>
<p><b>58.02</b> All Call Centre employees shall be provided the opportunity to participate in a minimum of two (2) days of training annually on matters related to working in a Call Centre, such as training to reinforce coping skills.</p>
<p><b>58.03</b> Call monitoring is intended to improve performance by providing guidance and feedback to the employee and <del>shall not be used for disciplinary purposes</del> <b>shall not be undertaken for disciplinary purposes but does not preclude management from using it when misconduct has occurred during a call.</b></p>
<p><b>58.04</b> Coaching and development feedback resulting from call monitoring shall be provided in a timely and meaningful fashion.</p>

### Remarks

The Bargaining Agent is proposing new language throughout Article 58 – Call Centre Employees.

The Bargaining Agent is proposing to add days of mandatory training for employees upon initial hire and periodically every two years. This article was first introduced in the PA group collective agreement during the last round of bargaining, which was signed in June 2017. The existing language already provides for two days of training annually on any matters related to working in a call centre, which could include coping skills. No sufficient justification supporting the need to increase training requirements was provided by the Bargaining Agent.

The Bargaining Agent is also proposing to add new provisions under 58.05, 58.06, 58.07 and 58.XX, dealing with time lapses between calls and mechanisms for employees who feel negatively impacted / threatened by a client. Existing provisions at 58.01 already provide for five uninterrupted minutes off the phone per hour, which is sufficient in the Employer's view.

The Employer submits that departments who have a call centre within their structure have procedures in place to address concerns arising from clients who display unacceptable/threatening behaviours. These procedures may be reviewed periodically and it is the Employer's opinion that these cannot form part of the collective agreement as they would unduly affect management's prerogative under s. 7 of the *Federal Public Sector Labour Relations Act*.

The Employer's proposal under clause 58.03 would allow for a better understanding of the use of call monitoring in situations where misconduct has occurred or is alleged to have taken place during a call. While the primary use of call monitoring isn't to impose discipline, the monitoring could be used as evidence when there has been misconduct.

The Employer therefore requests the Commission not include the Bargaining Agent's proposal, but include the Employer's proposal this proposal in its report.

## Article 60 – Correctional Service Specific Duty Allowance

### Employer Proposal

~~The following allowance replaces the former Penological Factor Allowance (PFA) and the Offender Supervision Allowance (OSA). The parties agree that only incumbents of positions deemed eligible and/or receiving PFA or OSA as of signing of this collective agreement, and employees who work within community parole officers who support the conditional release of offenders, shall receive the Correctional Service Specific Duty Allowance (CSSDA), subject to the criteria outlined below.~~

- 60.01** The Correctional Service Specific Duty Allowance (CSSDA) shall be payable to incumbents of specific positions in the bargaining unit within Correctional Service of Canada. The Allowance provides additional compensation to an incumbent of a position who performs certain duties or responsibilities specific to Correctional Service of Canada (that is, custody of inmates, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders) within penitentiaries **as defined in the *Corrections and Conditional Release Act* and/or CSC Commissioner Directives** or **within the community in District Offices and Parole Offices (including Area, Urban and Rural parole offices)**. The CSSDA is not payable to incumbents of positions located within Correctional Learning and Development Centres, Regional Headquarters, National Headquarters, and CORCAN establishments that do not meet the definition of penitentiary as defined in the *Corrections and Conditional Release Act* and/or CSC Commissioner Directives. ~~or community parole offices as defined in the Corrections and Conditional Release Act, and/or CSC Commissioner Directives.~~
- 60.02** ~~The CSSDA shall be two thousand dollars (\$2,000) annually and paid on a biweekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month.~~ **The value of the CSSDA shall be two thousand dollars (\$2,000) annually. Except as prescribed in clause 60.04 below, this allowance shall be paid on a biweekly basis for any month in which an employee performs the duties for a minimum period of ten (10) days in a position to which the CSSDA applies.**

### Remarks

The Employer's proposal in article 61 is to update transitional information as well as provide clarification and alignment between eligibility and intent of the article.

The Penological Factor Allowance (PFA) and the Offender Supervision Allowance (OSA) were replaced by the Correctional Service Specific Duty Allowance (CSSDA) during the 2014 round of bargaining.

The Employer's proposal for clause 61.01 is to clarify eligibility and confirm the intention of paying non-correctional officer employees who not only work at the Correctional

Service of Canada (CSC) but who also perform their duties in penitentiaries as defined in the Corrections and Conditional Release Act and/or CSC Commissioner Directives.

Since at least 2001, the requirement to perform the duties for a minimum period of ten days in a position to be eligible has been a central part of the allowance. Accordingly, the Employer's proposal in clause 61.02 is meant to address an oversight that occurred while transitioning from the PFA to the CSSDA.

During the most recent round of bargaining, the Employer's proposal has been incorporated in other collective agreements such as, but not limited to, the Financial Management (FI), Audit, Commerce and Purchasing (AV), Health Services (SH), and Electronic (EL) groups.

Considering the preceding information, adopting the Employer's proposal will ensure consistency with other collective agreements subject to the CSSDA, and will provide for an update to the legacy language.

Based on the aforementioned, the Employer requests that the Commission include these changes its report.

## Article 67 – Duration

<b>Union Proposal</b>
67.01 The duration of this collective agreement shall be from the date it is signed to June 20, <del>2018</del> <b>2021</b> .
<b>Employer Proposal</b>
<b>67.01</b> The duration of this collective agreement shall be from the date it is signed to June 20, <del>2018</del> <b>2022</b> .

### Remarks

The parties have different proposals for the term of the revised agreement. The Employer is proposing a 4 year term while the PSAC is advocating for a 3 year agreement.

The Employer proposes a 4 year agreement to allow for greater stability and predictability. This would replicate the duration of the last collective concluded between the parties, which covered the June 2014 to June 2018 period. In 2017 the parties finalized a collective agreement dating back to 2014 and expiring one year later, in June 2018. This did not allow sufficient time for the parties to experience the changes that were negotiated before starting over.

A 4 year agreement would provide the parties with the opportunity to more fully implement changes negotiated in this round. I would also provide a better opportunity to stabilise the pay system before the implementation of the following collective agreement.

The Employer is also of the view that its monetary/economic offer over four years is competitive with the market place and is in keeping with the economic indicators. It also replicates the other agreements concluded in the CPA, and in SAs.

Every agreement reached with 11 bargaining agents for 17 bargaining units in the CPA during the current round provides for a four-year term. The same goes for Separate Agencies. The Employer believes that it would be appropriate to include the same duration for the PA group. This is the right term for this agreement at this time given the known factors.

The Employer therefore requests that the Commission include the Employer's proposal for a 4-year collective agreement in its report, with the pattern economic increases of 2%, 2%, 1.5% and 1.5%, plus 1% in group-specific economic measures.

## New Article – Pre-Retirement Leave

### Union Proposal

**XX.XX The Employer will provide thirty-seven decimal five (37.5) hours of paid leave per year, up to a maximum of one-hundred and eighty seven decimal five (187.5) hours, to employees who have the combination of age and years of service to qualify for an immediate annuity without penalty under the *Public Service Superannuation Act*.**

### Remarks

The Bargaining Agent has not provided justification or demonstrated quantitative information supporting this proposal and its impact on retention. This proposal is costly – close to \$10M per year for the PA group, or close to .3% of the PA wage base.

As demonstrated in Part 2 of this brief, there is no evidence indicating that the Employer is experiencing recruitment and retention issues for this group.

Furthermore, employees who have a higher number of years of service already enjoy richer vacation leave credits entitlements.

This proposal would also represent a considerable expense for the Employer. Considering the Employer's fiscal and budgetary responsibility towards Canadians, the Employer is of the view that this proposal is not warranted.

Finally, Appendix C of the Treasury Board Directive on Leave and Special Working Arrangements already provides for a reduction of the work week up to 40% (two days) for a period of up to two years to employees within two years of retirement (i.e., age 53 with 28 years of pensionable service or age 58 with two years of pensionable service). This provides an option to employees who wish to enjoy more time off towards the end of their career in the CPA.

For those reasons, the Employer requests that the Commission not include this proposal in its report.

## New Article – Public Safety Allowance

<b>Union Proposal</b>
<p><b>AMENDED</b></p> <p>The Union proposes to renew current Article 60 – Correctional Service Specific Duty Allowance with no changes.</p>
<p><b>XX.01</b> A Public Safety Allowance (PSA) shall be payable to incumbents in positions in the bargaining unit who by reason of duties being performed under the Ministry of Public Safety assume responsibilities and/or inherent risks of exposure associated within an policing environment, or in the interaction with inmates or offenders or criminal files; and to incumbents in positions in the bargaining unit who by reason of duties being performed under the Ministry of Veterans Affairs Canada assume responsibilities and or inherent risks of exposure associated with the provision of services to veterans.</p>
<p><b>XX.02</b> The Public Safety Allowance shall be two thousand dollars (\$2,000) annually and paid on a biweekly basis in any pay period for which the employee is expected to perform said duties.</p>
<p><b>XX.03</b> Where the employee's basic monthly pay entitlement (including any applicable allowances) in the position to which they are temporarily acting or assigned is less than their monthly pay entitlement plus the PSA in his or her substantive position, the employee shall retain the PSA applicable to his or her substantive position for the duration of that temporary period.</p>
<p><b>XX:04</b> An employee will be entitled to receive the PSA in accordance with XX.01:</p> <ul style="list-style-type: none"> <li>(a) during any period of paid leave up to a maximum of sixty (60) consecutive calendar days;</li> <li>(b) during the full period of paid leave where an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more clients.</li> </ul>
<p><b>XX.05</b> The PSA shall not form part of an employee's salary except for the purposes of the following benefit plans:</p> <ul style="list-style-type: none"> <li>Public Service Superannuation Act</li> <li>Public Service Disability Insurance Plan</li> <li>Canada Pension Plan</li> <li>Quebec Pension Plan</li> <li>Employment Insurance</li> <li>Government Employees Compensation Act</li> <li>Flying Accident Compensation Regulations</li> </ul>

<p><b>XX:06</b> If, in any month, an employee is disabled or dies prior to establishing an entitlement to the PSA, the PSA benefits accruing to the employee or the employee's estate shall be determined in accordance with the PSA entitlement for the month preceding such disablement or death.</p>
<p><b>National Parole Board of Canada</b></p> <p><b>XX:07</b> The PSA shall be payable to incumbents of specific positions in the bargaining unit within the National Parole Board of Canada by reason of duties being performed in relation to the conditional release of offenders as defined in the Corrections and Conditional Release Act as amended from time to time.</p>
<p><b>Royal Canadian Mounted Police</b></p> <p><b>XX:08</b> The PSA is used to provide additional compensation to an incumbent public service employee of the Royal Canadian Mounted Police by reason of duties being performed in relation to the handling of highly sensitive materials and information.</p>
<p><b>Department of Justice</b></p> <p><b>XX:09</b> The PSA is used to provide additional compensation to an incumbent public service employee of the Department of Justice by reason of duties being performed in relation to the handling of highly sensitive materials and information.</p>
<p><b>Veterans Affairs Canada</b></p> <p><b>XX:10</b> The PSA is used to provide additional compensation to an incumbent public service employee of Veteran's Affairs Canada by reason of duties being performed in relation to:</p> <ul style="list-style-type: none"><li>(a) the adjudication or review of Veterans Affairs Canada programs and benefits;</li><li>(b) any other employee who provides direct service to a veteran.</li></ul>

### **Remarks**

The Bargaining Agent has not provided a strong justification supporting this proposal, which would be costly – over \$21M per year, or 0.33% of the PA wage base.

Considering the absence of recruitment and retention challenges, and the fact that compensation provided to members of the PA group is competitive with the external market, the Employer is of the view that the Bargaining Agent's proposal is not warranted and would not provide value for money.

During the 2014 round of bargaining, the parties agreed to eliminate the Penological Factor Allowance (PFA) and the Offender Supervision Allowance (OSA), and created the Correctional Services Specific Duty Allowance (CSSDA). In the Employer's opinion, the introduction of a Public Safety Allowance would create an allowance overlap with the CSSDA and would represent a reversion back to the previous PFA and OSA payments negotiated out of collective agreements last round. Furthermore, the eligibility criteria for the proposed Public Safety Allowance is not clearly defined; as it stands, it could potentially represent a payment to every employee in the Public Safety portfolio regardless of particular circumstances faced by the employee.

Therefore the Employer requests that the Commission not include this proposal in its report.

## New Article – Primary Responsibility Allowance

Union Proposal
<p><b>General</b></p> <p><b>XX.01 A Primary Responsibility Allowance shall be payable to incumbents in certain positions in the bargaining unit which are in the Correctional Service Canada, subject to the following conditions.</b></p>
<p><b>XX.02 The Primary Responsibility Allowance is used to provide additional compensation to an incumbent of a Parole Officer position who acts as the principal manager of the Correctional Intervention process as well as to an incumbent of a Parole Officer Supervisor position who supervises or manages a team of said officers.</b></p>
<p><b>Amount of the PRA</b></p> <p><b>XX.03 The value of the Primary Responsibility Allowance is seven thousand (\$7,000) <del>ten thousand dollars (\$10,000)</del> per annum. This allowance shall be paid on the same basis as the employee's regular pay. Employees shall be entitled to receive the allowance for any month in which they receive a minimum of ten (10) days' pay in a position to which the allowance applies.</b></p>
<p><b>Application of the PRA</b></p> <p><b>XX.04 The Primary Responsibility Allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional Headquarters, and National Headquarters, when the conditions described in clause XX.02 above are applicable.</b></p>
<p><b>XX.05 An employee will be entitled to receive the PRA during any period of paid leave.</b></p>
<p><b>XX.06 The PRA shall not form part of an employee's salary except for the purposes of the following benefit plans:</b></p> <p><b><i>Public Service Superannuation Act</i></b>  <b>Public Service Disability Insurance Plan</b>  <b>Canada Pension Plan</b>  <b>Quebec Pension Plan</b>  <b>Employment Insurance</b>  <b><i>Government Employees Compensation Act</i></b>  <b><i>Flying Accident Compensation Regulations</i></b></p>
<p><b>XX.07 If, in any month, an employee is disabled or dies prior to establishing an entitlement to the PRA, the PRA benefits accruing to the employee or the employee's estate shall be determined in accordance with the PRA entitlement for the month preceding such disablement or death.</b></p>

**Remarks**

The Bargaining Agent is proposing to add an allowance for WP's who act as the principal manager of the Correctional Intervention Process (CPI).

However, the CPI is actually part of the work of a WP Parole Officer as stated in the following excerpt which forms part of a description of work:

*Parole Officers are essential to fulfilling the Correctional Service of Canada's (CSC) mission of contributing to public safety by actively encouraging and assisting offenders to become law-abiding citizens, while exercising reasonable, safe, secure, and humane control.*

*The Parole Officer's responsibilities include guiding the progress of offenders through a progression from most restrictive to least restrictive controls and from institutions to community supervision. They ensure that legal and policy requirements for reintegration are met as well as manage the reintegration of offenders throughout their sentences while trying to maintain public safety. Furthermore, they are responsible for assessing, analyzing and recommending potential transfer and release suitability of offenders as well as observing and interpreting the behaviour of the offenders/parolees.*

Accordingly, the Employer requests that the Commission not include this proposal in its report.

Alternatively, as part of a comprehensive settlement, the Employer could consider to allocate a portion of the 1% PA wage base identified at the beginning of this brief to the introduction of a Memorandum of Understanding providing an annual allowance of \$2000 to WP-04 and WP-05 Parole Officers and Parole Officers Supervisor, which would represent \$3.5M per year, or 0.06% of the PA wage base.

The Employer proposes that such an allowance would resolve the Bargaining Agent's proposals for a new primary responsibility allowance, and the other Bargaining Agent proposals pertaining to WP employees, addressed in other parts of this brief.

### **New Article – WP Specific Working Conditions**

<b>Union Proposal</b>	
<b>Training for All Employees in the WP Classification</b>	
WP.01	All employees in the WP classification shall be provided with a minimum of three (3) days of in-person training every two (2) years to reinforce coping skills.
WP.02	All employees in the WP classification shall be provided with a minimum of three (3) days of in-person crisis intervention training every two (2) years.
<b>Training and Certification for Correctional Program Officers</b>	
WP.03	<p>All CPOs shall be provided with four (4) weeks of in-person training at initial hire.</p> <p>Such training shall incorporate the following:</p> <p>Principles of adult learning</p> <ul style="list-style-type: none"> <li>(i) Effective group management techniques</li> <li>(ii) Effective facilitation techniques</li> <li>(iii) How to effectively challenge criminal thinking</li> <li>(iv) Motivational skills</li> <li>(v) Information on learning disabilities, mental health issues, FASD</li> <li>(vi) Safety procedures</li> <li>(vii) Job procedures and protocols (OMS, report-writing, etc)</li> <li>(viii) Program materials</li> </ul>
WP.04	A CPO shall only be required to be certified once in any period of continuous service within the classification.
WP.05	Following initial certification, a CPO shall be assigned to co-facilitate with an experienced CPO until their first anniversary date of hire.
WP.06	Clinical supervision shall be provided at each site at least twice per month for each select program group (Sex Offenders, Adapted, Aboriginal and Mainstream) to provide support and guidance to facilitators as well as timely and effective assistance.
<b>Workload for Parole Officers at Correctional Service of Canada</b>	
WP.07	In Community Correctional Centres, Parole Officers shall have no more than eight (8) offenders in their caseload at any given time.
WP.08	<p>“Community Parole Officers:</p> <ul style="list-style-type: none"> <li>a) shall have no more than twelve (12) offenders in their caseload at any given time</li> </ul>

**b) shall have frequency of contact limited to no more than thirty (30) per month**

**c) shall not be required to write more than a maximum of five (5) reports per month of Community Assessments or Community Strategy and Assessments for Decisions for offenders not part of their caseloads.**

**WP.09 In institutions, Parole Officers shall have no more than twenty (20) offenders in their caseload at any given time.**

**WP.10 For each additional offender added to the maximum caseload provided for in articles WP.07, WP.08 and WP.09 above, the Parole Officer shall be paid an additional \$100 per week. Parole Officer Supervisors exceeding these maximums shall also be paid an additional \$100 for each additional offender per week. Such amount shall be pensionable.**

### **Remarks**

The Bargaining agent is proposing to include measures to limit the workload assignment to Parole Officers within the department of Correctional Service of Canada, and to impose a financial penalty to the Employer should there be an increase of caseload assignment.

The Employer submits that it would be inappropriate or the parties to negotiate and include such provisions in the collective agreement, as it would severely limit the Employer's ability to assign caseload to Parole Officers, which is a managerial prerogative under s. 7 of the *Federal Public Sector Labour Relations Act*. In addition, parts of the proposal (WP.05 for example) would require the employer to assign responsibilities to certain employees, which is also inconsistent with s. 7.

It should also be noted that caseload assignment is not solely based on the number of cases per Officer, and it is an inherent part of the duties of a WP Parole Officer as outlined in the preceding proposal.

The Employer requests that the Commission not include this proposal in its report.

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## **New Article – Indigenous Language Allowance**

<b>Union Proposal</b>
Employees who are required to work in an indigenous language shall be paid an Indigenous Language Allowance of \$1,015 annually, paid hourly.

### **Remarks**

The Bargaining Agent did not provide a detailed rationale to justify this proposal. There is no demonstration of the need for this allowance and its value for money. In addition, such provisions do not exist in other CPA or separate agency collective agreements.

Moreover, the Bargaining Agent's proposal poses several operational challenges, such as, but not limited to, eligibility, proficiency assessment, identification of positions, and would impact several departments across Canada.

Therefore the Employer requests that the Commission not include this proposal in its report.

## Appendix A-2 – All Groups Canada Border Services Agency (CBSA) Employees

### Employer Proposal

*The Employer proposes that this article be deleted as it is no longer required.*

- ~~a. This pay note applies to employees that were appointed or transferred upon creation of the CBSA.~~
- ~~b. Should the employee's salary exceed the maximum of the range for his or her group and level, the employee's salary shall remain unchanged until such time as the maximum rate of pay for the employee's group and level is equal to, or greater than, the employee's salary.~~
- ~~c. Effective June 21, 2011, should the employee's salary be within the new salary band in the "A" line, the employee's new rate of pay shall be the step in the "A" line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum payment in an annualized amount equivalent to the difference between the value of the economic increase (that is, one decimal seven five per cent (1.75%)) and the actual salary increase, to be paid biweekly.~~
- ~~d. Effective June 21, 2011, employees who continue to be subject to paragraph (b) shall receive a lump sum payment in an annualized amount equivalent to one decimal seven five per cent (1.75%) of the employee's rate of pay, to be paid biweekly, in lieu of the economic increase.~~
- ~~e. Effective June 21, 2012, should the employee's salary be within the new salary band in the "B" line, the employee's new rate of pay shall be the step in the "B" line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (that is, one decimal five per cent (1.5%)) and the actual salary increase, to be paid biweekly.~~
- ~~f. Effective June 21, 2012, employees subject to paragraph (b) shall receive a lump sum payment in an annualized amount equivalent to one decimal five per cent (1.5%) of the employee's rate of pay, to be paid biweekly, in lieu of the economic increase.~~
- ~~g. Effective June 21, 2013, should the employee's salary be within the new salary band in the "C" line, the employee's new rate of pay shall be the step in the "C" line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (that is, two per cent (2.0%)) and the actual salary increase, to be paid biweekly.~~
- ~~h. Effective June 21, 2013, employees subject to paragraph (b) shall receive a lump sum payment in an annualized amount equivalent to two per cent (2.0%) of the employee's rate of pay, to be paid biweekly, in lieu of the economic increase.~~
- ~~i. All other provisions of the new collective agreement shall apply.~~

**Remarks**

This legacy language no longer has any application to this collective agreement and / or any employees represented in the PA group and is considered housekeeping.

The Employer requests that the Commission include this housekeeping change in its report.

## **Appendix B – Memorandum of Agreement Respecting Sessional Leave for Certain Employees of the Translation Bureau**

### **Union Proposal**

**This Memorandum is to give effect to the agreement reached between the Employer and the Alliance respecting sessional leave for certain employees of the Translation Bureau.**

This Memorandum of Agreement shall apply to employees classified as AS, CR and ST who are assigned in the operational sections serving Parliament (Parliamentary Committees, Parliamentary Debates, Parliamentary Documents and Parliamentary Interpretation Services) and who share the same working conditions as members of the Translation bargaining unit who are eligible to parliamentary leave.

Notwithstanding the provisions of this agreement, the following is agreed:

#### **1. Sessional leave**

- a. In addition to their vacation leave with pay, employees assigned to operational translation and interpretation sections serving Parliament shall receive special compensation in the form of sessional leave.
- b. The maximum number of days of sessional leave is forty (40) per fiscal year.
- c. An employee is entitled to a number of days of sessional leave equal to the maximum number of days multiplied by a fraction in which the numerator corresponds to the number of the employee's sessional workdays during the fiscal year and the denominator corresponds to the number of days that the House of Commons was in session during that fiscal year.
- d. The granting of sessional leave is subject to operational requirements and such leave must normally be taken during periods of low demand in the fiscal year for which it is granted. If operational requirements do not permit the Employer to grant sessional leave during the fiscal year, such leave must be granted before the end of the following fiscal year.
- e. If an employee is granted sessional leave in advance and, at the end of the fiscal year, has been granted more leave of this type than earned, the maximum number of days referred to in paragraph (b) shall be reduced accordingly.

## **2. Exclusions**

The provisions of Part III of this agreement, except for clauses **27.01, 27.02 and 30.01** to 30.05, do not apply to employees who receive sessional leave in accordance with this memorandum.

## **4. Pay Note amendments**

Additional pay notes

**(New)**

**A supplement of seven per cent (7%) of the employee's pay shall be added to the pay of the administrative employees classified as AS, CR and ST who are assigned in the operational sections serving Parliament (Parliamentary Committees, Parliamentary Debates, Parliamentary Documents and Parliamentary Interpretation Services) and who usually work in the evening or at night, under pressure at all times, or who also work in the evening or at night and can be assigned to the parliamentary debates service at a moment's notice.**

## **5. Duration of agreement**

**The Union proposes that the new Collective Agreement expire on June 20, 2021.**

## **Remarks**

Employees working in the operational sections serving Parliament are subject to longer and irregular working hours. Three bargaining units have employees working in that section. They are in the Translation (TR), Technical Services (TC) and the Program Administration (PA) groups.

Currently, employees of the PA group assigned in the operational sections serving Parliament and who share the same working conditions as members of the Translation (TR) bargaining unit have access to sessional leave up to forty (40) days per fiscal year.

The TR group has access to parliamentary leave under their collective agreement.

Depending on level, this leave can be for periods of twenty (20), forty (40) or fifty (50) days per fiscal year.

In addition, employee of the TR group working as translator-interpreters have access to a Pay supplement as reproduced below:

### Pay supplements

5. a) A supplement of seven per cent (7%) of the employee's pay shall be added to the pay of the employee classified as TR-02 who is in:
  - i. a combined translator-interpreter position where the work requires significant additions to the responsibilities of translators' positions, in the form of simultaneous interpretation functions corresponding to at least twenty-five per cent (25%) of working time;  
or
  - ii. a position of translator assigned to parliamentary services, in the evening or at night, under pressure at all times, and in accordance with production standards which are qualitatively and quantitatively reasonable as determined by the Employer.

The Pay supplement of 7% applicable to TR group employees is specifically linked to the duties of Translator-interpreters, which is solely performed by TR group employees.

The Bargaining Agent is proposing that a pay supplement of 7% be applicable to all employees of the PA group working in the operational sections serving Parliament.

The Employer does not see any similarities between the duties of the PA group employees and the TR group employees working in that same section of Parliament that would necessitate or justify any increase in salary in the form of a pay supplement similar to the TR group.

The PA group employee are already receiving additional leave in order to recognize the longer hours of work and its fluctuations over the year.

This ensure that employees have work-life balance over a year.

As such, the issue of working longer hours does not warrant any additional compensation and the sessional leave regime already provide employees with generous work-life balance provisions.

The Employer requests that the Commission not include this proposal in its report.

## Appendix C – Memorandum of Understanding with respect to a Joint Learning Program

### Union Proposal

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

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

The Employer agrees to provide **\$355,375** ~~\$330,000~~ per month to the PSAC – TBS JLP starting on the date of signature of the PA collective agreement until the subsequent PA collective agreement is signed to ensure continuity of this initiative. \*\*

~~The Employer further agrees to provide funds for the purposes of a joint study in the amount of fifty thousand dollars (\$50,000) to identify the need for training of health and safety committees and appropriate mechanism for any required training, in line with the National Joint Council (NJC) Directive.~~

**The Employer agrees to provide seven hundred and twenty-five thousand dollars (\$725,000) ~~one million dollars (\$1,000,000)~~ to fund a pilot project to develop programs and materials, facilitator training and delivery of workshops to fulfil training needs for occupational health and safety committees. Furthermore, the parties agree to establish a joint advisory committee reporting to JLP Steering Committee in order to define the scope of the pilot project. It will be made up of an equal number of representatives from the employer and the union and be established within 60 days of the signing of the collective agreement.**

The PSAC – TBS JLP will continue to be governed by the existing joint PSAC – TBS Steering Committee ~~to which two seats will be added for the other bargaining agents and the equivalent additional number of seats for employer representatives.~~ The Bargaining Agent Side Secretary on the National Joint Council will be invited to attend the meetings of the PSAC – JLP Steering Committee with voice but no vote.

### Employer movement

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

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

The Employer agrees to provide \$330,000 per month to the PSAC – TBS JLP starting on the date of signature of the PA collective agreement until the subsequent PA collective agreement is signed to ensure continuity of this initiative.

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

~~The Employer further agrees to provide funds for the purposes of a joint study in the amount of fifty thousand dollars (\$50,000) to identify the need for training of health and safety committees and appropriate mechanism for any required training, in line with the National Joint Council (NJC) Directive.~~ **five hundred and fifty thousand dollars (\$550,000) to fund a pilot project to develop programs, materials, facilitator training and delivery of workshops tailored to the learning needs of occupational health and safety committees and representatives.**

The PSAC – TBS JLP will continue to be governed by the existing joint PSAC – TBS Steering Committee ~~to which two seats will be added for the other bargaining agents and the equivalent additional number of seats for employer representatives.~~ The Bargaining Agent Side Secretary on the National Joint Council will be invited to attend the meetings of the PSAC – JLP Steering Committee with voice but no vote.

### **Remarks**

The Employer supports the activities of the Joint Learning Program and is committed to its funding.

The Employer has proposed an increase in the monthly funding of the program that is equivalent to the general economic increase provided to employees. Since the funding goes in large part to financing salaries a direct correlation with negotiated increases is relevant and appropriate.

The Employer proposes to include this formula in the agreement so that it provides a basis for subsequent funding increases.

In terms of the one-time funding for the pilot program, the Employer is of the opinion that \$550,000 is sufficient to fund the pilot project as described in the Bargaining Agent's proposal.

The Employer requests that the Commission adopts the counter proposal presented in the Employer movement section above it its report.

## Appendix E – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to a Joint Study on the Work Environment for Employees Working in Call Centres

### Employer Proposal

*The Employer wishes to delete the Appendix upon completion of the joint study.*

~~This memorandum is to give effect to the understanding reached by the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administrative Services (PA) bargaining unit.~~

~~The parties agree to establish a joint committee of equal representation, which shall meet within ninety (90) days of the signing of this collective agreement to consult and reach agreement on the terms of reference to guide the study.~~

~~The study will draw from existing research in order to:~~

- ~~• identify and document promising and best practices for the design of work, supervision, accommodation and technology in recognized high performing call centre environments, including but not limited to training in order to provide and reinforce coping skills, rest periods from phone work, and call monitoring;~~
- ~~• identify the human and occupational risk factors which may be associated with call centre work (for example, shift work, angry clients, impact of working with distraught clients, ergonomics, health and safety, etc) and document recommended practices (with examples as available) in the mitigation of such risk factors;~~  
~~and~~
- ~~• recommend how to implement best practices identified by the study (private and public sectors).~~

~~The study shall be completed no later than June 20, 2018.~~

~~While the results of the study will be non-binding, the Employer commits to share the findings across all departments with call centre operations, and to encourage the integration of promising and best practices as appropriate to the specific call centre context within the departments.~~

~~The joint committee shall meet within thirty (30) days of receiving the results of the study to review the results and to consult on opportunities to implement best practices.~~

**Remarks**

The parties agree that working in a call centre has specific particularities. Call centers are becoming more and more common place in our society and many best practices have been developed.

During the last round of negotiations the parties agreed that a joint committee would be established with a view to undertake and complete a study, which would draw from existing research to:

1. identify and document promising and best practices for the design of work, supervision, accommodation and technology in recognized high performing call centre environments, including but not limited to training in order to provide and reinforce coping skills, rest periods from phone work, and call monitoring;
2. identify the human and occupational risk factors which may be associated with call centre work (for example, shift work, angry client injuries, impact of working with distraught clients, ergonomics, health and safety, etc) and document recommended practices (with examples as available) in the mitigation of such risk factors;
3. recommend how to implement best practices identified by the study (private and public sectors).

The parties have concluded the actual study and recommendation have been exchanged. Discussions continue to finalize those recommendations.

Once finalized, in accordance with the agreement, the result will be shared with all departments that operate call centers so that they are aware of best practices which can be adapted to the various and varied types of call centers that exist in the system.

Because there are a variety of call centers in the system, it does not lend itself to have a one stop approach as suggested by the PSAC. In fact, not all centers receive stressful calls that may require the kinds of support suggested by the Bargaining Agent.

The commitment was to share the results of the study which will be done.

The Employer requests that the PIC recommends renewal of the existing MOU in its report. The Employer also requests that the Bargaining Agent proposals at article 58 (addressed previously in this brief) not be included in the Commission's report.

## **Appendix G – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Occupational Group Structure Review and Classification Reform**

### **Union Proposal**

This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administrative Services bargaining unit.

~~Notwithstanding that classification is an exclusive employer authority as recognized in the Federal Accountability Act, the Employer is committed to engaging in meaningful consultation with the Alliance with respect to the review and redesign of the PA occupational group structure (OGS), followed by meaningful consultation regarding Classification Reform, relating to the development of job evaluation standards for the PA Occupational Group.~~

~~Meaningful consultation on Classification Reform will include consultation with the Alliance on the development of job evaluation standards which reflect and evaluate, in a gender neutral manner, the work performed by employees in the PA Occupational Group. It will also include ongoing dialogue with respect to providing employees with complete and current job descriptions detailing the specific responsibilities of the position.~~

~~The parties agree that meaningful consultation on the development of job evaluation standards shall take place within thirty (30) days of the signing of this collective agreement. New job evaluation standards shall be completed no later than December 30, 2017, for TB Ministers' consideration toward the objective of negotiating new pay lines for these job evaluation standards in the subsequent collective agreement.~~

**The Employer is committed to complete and finalize the review and redesign of the PA occupational group structure (OGS), including the development of job evaluation standards for the PA Occupational Group.**

**The parties agree that the job evaluation standards are to be consistent with the application of gender neutral job evaluation principles and practices and will follow the requirements under the Canadian Human Right Act, or subsequent pay equity legislation applicable to employees in the federal public service.**

**The Employer is committed to engaging in meaningful consultation with the Alliance. Meaningful consultation on Classification Reform will include**

**consultation with the Alliance on the development of job evaluation standards which reflect and evaluate, in a gender neutral manner, the work performed by employees in the PA Occupational Group.**

**The Employer agrees to pay to all employees in the bargaining unit, a pensionable lump sum payment of three hundred and thirty-three dollars (\$333) per month, paid bi-weekly, for all months from June 2018 onwards until the completion of the new job evaluation standards, the negotiation of new wage rates as set out below, and the implementation of the new wage rates.**

**Upon completion of the new job evaluation standards, the Alliance agrees to meet with the Employer to negotiate the new pay rates and rules affecting the pay of employees on their movement to the new pay lines.**

### **Remarks**

The current collective agreement contains a MOU on the occupational group structure review and classification reform. This MOU recognizes that classification is an exclusive Employer authority and provides for meaningful consultation between the Employer and the Bargaining Agent.

The requirements outlined in the MOU have been respected, and the implementation of the conversion is ongoing.

The Employer is of the view that it would be premature at this point to negotiate pay rates for the new standards into the collective agreement. The work required by departments and agencies is not complete and can't inform the creation of those salary scales. In addition, before the conversion date is known, and the mapping of positions against the new standard is better understood, negotiating pay lines at this time would amount to introducing empty shells into the collective agreement as no one would be paid those rates for a significant amount of time.

The Bargaining Agent argues that employees have suffered a loss because of the delay and proposes a payment of \$333 per month, which amounts to \$4,000 per year, for each employee as compensation. This additional cost totals approximately \$400 million dollars per year, or 6.27% of the PA wage base. However, the justification for the Bargaining Agent's argument is that pay lines have not been negotiated; there is no indication or demonstration that employees are incurring a loss.

The Employer submits that employees have not suffered any loss, even if pay lines had been negotiated, employees would not yet be placed in those categories and would not be until the remainder of the conversion work is completed.

Moreover, classification and occupational group conversions cannot be assumed to result in upwards changes in classification levels or salary. To assume that each employee is facing a \$4,000 per year loss is not realistic nor justified.

The Employer proposes the renewal of the existing MOU, which would continue the ongoing dialogue between the parties, and would renew the objective to negotiate pay lines for the new standards in the next collective agreement.

Accordingly, the Employer requests that the Commission not include the Bargaining Agent proposal in its report, and support the renewal of the existing MOU at Appendix G.

**Appendix J – Memorandum of Understanding Between the Treasury Board (hereinafter called the Employer) and the Public Service Alliance of Canada (hereinafter called the Alliance) in Respect of the Program and Administrative Services Group: Retention Allowance for Employees Involved with the Performance of Compensation and Benefits Duties**

**Union Proposal**

1. In an effort to increase retention of all ~~all compensation advisers at the AS-01, AS-02 and AS-03 group and levels~~ **employees involved with the performance of Compensation and Benefits duties**, working at the Public Service Pay Centre (including satellite offices) and within departments, the Employer will provide a "retention allowance" for the performance of compensation duties in the following amount and subject to the following conditions:
- Commencing on the date of signing of this collective agreement and ending with the signing of a new agreement, ~~employees falling into the categories listed above~~ **all such employees** shall be eligible to receive an allowance to be paid biweekly;
  - Employees shall be paid the daily amount shown below for each calendar day for which they are 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 decimals eight eight (260.88);
 

<b>Retention allowance</b>	
<b>Annual</b>	<b>Daily</b>
<b>\$3,500</b> <del>\$2,500</del>	<b>\$13.42</b> <del>\$9.58</del>
  - The retention allowance specified above forms part of an employee's salary and as such shall be pensionable
  - The retention allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under Article 38 and Article 40 of this collective agreement;
  - Subject to (f) below, the amount of the retention allowance payable is that amount specified in paragraph 1(b) for the level prescribed in the employee's certificate of appointment. ~~of the employee's AS-01, AS-02 or AS-03 position;~~
  - When an employee as defined in clause 1 above is required by the Employer to perform duties of a classification level that does not have a retention allowance, the retention allowance shall not be payable for the period during which the employee performs the duties.
2. A part-time employee receiving the allowance shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.

3. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.
4. This Memorandum of Understanding expires with the signing of a new collective agreement.

**Remarks**

In June 2011, a \$2,000 annual allowance applicable to incumbents of AS-02 Compensation Advisor positions was introduced in the collective agreement to address issues of retention within the compensation advisor community.

In 2017, the \$2,000 allowance was increased to \$2,500 annually and the eligibility criteria was expanded to all compensation advisors at the AS-01, AS-02 and AS-03 group and level who perform compensation duties.

The Bargaining Agent is seeking to remove the eligibility criteria based on the group and level, which would result in expanding the scope to all employees involved with the performance of compensation duties. The Bargaining Agent is also seeking an increase of the allowance, from \$2,500 to \$3,500 annually.

The Employer has no evidence, or demonstration, that such an increase would have any further positive impact on recruitment and retention for this class of employees.

The Employer submits that this proposal is vague, lacks proper justification, and would be costly – \$6.3M per year ongoing, or 0.01% of the PA wage base.

Considering the above, the Employer requests that the Commission not include this proposal in its report.

**New Appendix – Memorandum of Understanding Between the Treasury Board of Canada Secretariat and the Public Service Alliance of Canada in Respect of the Program and Administrative Services Group – Incentives for the Recruitment and Retention of Compensation Advisors**

**Union Proposal**

A memorandum of understanding (MOU) in respect of incentives for the recruitment and retention of Compensation Advisors was reached between the Treasury Board Secretariat and the Public Service Alliance of Canada on August 25, 2017. Pursuant to the MOU, Compensation Advisors eligible for the Compensation Advisors Retention Allowance under Appendix J of the Program and Administration Services (PA) collective agreement are eligible to receive temporary incentive payments until June 1, 2018.

This Memorandum amends and extends by one (1) year the eligibility provisions identified in part 'A- Incentives' of the August 25, 2017 MOU and makes other changes to eligibility provisions as specified in the following sections. For greater clarity, nothing in this MOU shall suggest that employees can receive incentive payments that cumulatively exceed \$4,000, as a result of eligibility under this or the previous MOU.

The Employer will provide incentives to new recruits, retirees and incumbents of Compensation Advisor positions for the performance of Compensation and Benefit duties in the PA Group.

The Employer recognizes the importance of this MOU and the need to encourage Separate Agencies to consider initiatives for Compensation Advisors in their organizations that take into account their specific circumstances. The Employer will accordingly provide such encouragement to separate agencies and will provide the union with confirmation of the same.

**Incentives**

**1. One-time Incentive Payment**

**Current Employees** as of August 25, 2017 (i.e., considered 'current Employees' under the August 25, 2017 MOU) who received a portion of the two \$2,000 lump sum payments will be eligible to receive any remaining amount up to the \$4,000 limit, providing they are employed for twelve months either continuously or discontinuously since August 25, 2017.

**New Recruits** hired on or after June 1, 2018 and prior to June 1, 2019, will receive the incentive payment after completing a one (1) year period of continuous employment.

**Retirees** who come back to work as Compensation Advisors on or after June 1, 2018 and prior to June 1, 2019, will earn the incentive payment through pro-rated payments over a six (6) 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 (6) months, and paid in increments on a bi-weekly basis. The qualifying period to receive the incentive payment 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.** Part-time who received a portion of the \$4,000 incentive payment under the previous MOU will be eligible for the remaining portion. This amount will be paid on a pro-rata basis up to the \$4,000 threshold, based on actual hours worked.

**Employees commencing maternity/parental leave** who qualify for the incentive payment shall be eligible for a prorated amount based on the portion of a year worked on or after August 24, 2017 and before commencement of their Maternity/Parental leave, less any amounts of the \$4,000 already received. This prorated amount will be payable immediately before the relevant period of leave commences, subject to notice provisions in 38.01(f) and 40.01(e) of the collective agreement.

Time on Maternity/Parental leave will count toward satisfying the twelve (12) month employment requirement for the incentive payment, and such entitlements will be payable as soon as 1) the employee returns from the relevant period of leave and 2) the twelve (12) month employment period has been satisfied. For greater certainty, no payment made pursuant to this clause will be made in such a way that it interferes with an entitlement to employment insurance or other benefits. Any entitlement accumulated pursuant to this clause during Maternity/Parental leave will be subject to the 38.02(iii) and 40.02(iii) repayment undertaking.

**Acting employees.** Employees who are acting in an AS-04 Compensation position will be eligible for the \$4,000 payment, provided they are eligible for the Compensation Advisor Retention Allowance in their substantive position.

## **2. Overtime**

Overtime shall be compensated at double (2) time for overtime worked during the period between June 1, 2018 and June 1, 2019.

### **3. (a) Carry-Over and/or Liquidation of Vacation Leave**

- i. Where, in the vacation year 2018-2019, 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 shall be carried over into the following vacation year.

- ii. If on March 31, 2020, 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, 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 (1) instalment per year and shall be at the employee's daily rate of pay, as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31, 2019.

#### **(b) Compensation in cash or leave with pay**

All compensatory leave earned in the fiscal years 2016-17 and 2017-2018 and outstanding on September 30, 2018, shall not be paid out, in whole or in part, other than at the request of the and with the approval of the Employer. Should the employee request accumulated compensatory leave be paid out on September 30, 2018, it will be paid out at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position on September 30, 2018.

All compensatory leave earned in the fiscal year 2018-2019, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Employer. For greater clarity, the provisions of article 34.01 of the collective agreement remain applicable. Should the employee request accumulated compensatory leave be paid out on September 30, 2019, it will be paid out at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position on September 30, 2019.

#### **4. Conclusion**

The Employer shall make all reasonable efforts to process payments provided under this extension within 150 days following its signature. The union does not waive any liability for implementation delays related to new or previous failures of the phoenix pay system or to related HR - Pay procedures.

The parties agree that the terms of this MOU 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 MOU will cease on the dates indicated in the MOU and will not be continued in force by the operation of s. 107.

Prior to June 1, 2019, the Parties may agree, by mutual consent, to further extend the limitation periods set out in this MOU, 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 clauses 1, 2 and 3 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.

SIGNED AT OTTAWA, this first day of June 2018.

### **Remarks**

In 2016, an MOU was put in place between the parties, outside the collective agreement, to address significant challenges with the Phoenix pay system.

This MOU was meant as a temporary measure; it was intended to have a duration of one year and initially expired in June 2017. The parties extended its duration until June 2018 by mutual agreement.

The provisions of this MOU are specifically excluded from the “freeze” period under section 107 of the FPSSLRA that maintains terms and conditions of employment during negotiations.

The Employer does not agree with the Bargaining Agent proposal to insert this MOU in the collective agreement, which would effectively make it an ongoing entitlement.

Accordingly, the Employer requests that the Commission not include this proposal in its report.

**New Appendix – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Parole Officer Caseload**

**Union Proposal**

**This Memorandum of Understanding is to give effect to an agreement reached between Treasury Board of Canada and the Public Service Alliance of Canada with respect to Parole Officer caseload.**

**The parties recognize that there may be different requirements and job responsibilities for Parole Officers who work in Community Correctional Centres, who work in Community Parole Offices, and who work in Correctional Institutions.**

**The parties therefore agree to have meaningful consultations during regular meetings of the Institutional Workload Review Steering Committee and the Community Parole Officer Resource Formula National Working Group.**

**The Employer agrees to share the results of its institutional workload review survey and its expenditure review with the Union representatives on the Steering Committee and the Working Group and to consult meaningfully on the establishment of reasonable caseloads for Parole Officers and other issues relating to Parole Officer workload.**

**Remarks**

The Employer submits that the assignment of duties, which of course include the establishment of workloads, is the exclusive right of the employer by legislation, as protected under section of the FP SLRA.

However, there are provisions in legislation as well as within the current collective agreement for the parties to discuss this type of issue. The department where most WPs are located confirms that they regularly consults with the Bargaining Issue on this subject.

Accordingly, the Employer is not prepared to move forward with this proposal by the Bargaining Agent and is of the view that this Bargaining Agent proposal is not appropriate for inclusion into the collective agreement.

The Employer therefore requests that this proposal not be included in the Commission's report.

## **New Appendix – Memorandum of Agreement with Respect to Administrative Suspensions Pending Investigations**

### **Union Proposal**

**Stoppage of pay and allowances will only be invoked in extreme circumstances when it would be inappropriate to pay an employee.**

**Each case will be dealt with on its own merits and will be considered when the employee is:**

- 1. in jail awaiting trial, or**
- 2. clearly involved in the commission of an offence that contravenes a federal Act or the Code of Conduct, and significantly affects the proper performance of his/her duties. If the employee's involvement is not clear during the investigation, the decision shall be deferred pending completion of the preliminary hearing or trial in order to assess the testimony under oath.**

### **Remarks**

The Bargaining Agent's proposal would severely restrict the Employer's ability to suspend an employee administratively without pay, pending the outcome of an investigation.

The Employer has promulgated *Guidelines for Discipline*, which include the guidance necessary to ensure administrative suspensions are used appropriately and only where warranted. The *Guidelines* specifically include principles outlined in the Larson decision (2002 PSSRB 9) pertaining to such situations.

In addition to those principles, which provide that other mitigation measures should be considered before resorting to suspension pending investigation, employees suspended pending investigation who are not eventually subject to termination of employment, or lengthy suspensions at the outcome of the investigation, are reimbursed for lost wages.

This further incentivises the Employer to exercise caution when making those decisions.

Nevertheless, there are circumstances where the Employer has legitimate reasons to suspend an employee without pay pending the outcome of an investigation, for example, in circumstances where an employee faces criminal charges or is suspected of fraud or theft. Maintaining an employee's salary pending investigation in such circumstances could be detrimental to the Employer's reputation.

As such, the authority to suspend and employee pending investigation must be protected.

The Employer requests that this Bargaining Agent proposal not be included in the Commission's report.

## **New Appendix – Memorandum of Understanding in Respect of Employees in the Program Administration (PM) Group Working as Fishery Officers**

### **Union Proposal**

1. The Employer will provide an annual allowance to incumbents of Program Administration (PM) Group positions at the PM-05 to PM-06 levels for the performance of their duties as Fishery Officers.
2. The parties agree that PM employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
  - a. Commencing on June 22, 2018, PM employees who perform duties of positions identified above, shall be eligible to receive an annual allowance to be paid biweekly.
  - b. The allowance shall be paid in accordance with the following table:

Annual allowance: Program Administration (PM) Positions	Annual allowance
PM-05	\$3,000
PM-06	\$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. Part-time employees shall be entitled to the allowance on a pro-rata basis.

### **Remarks**

In the context of a comprehensive settlement, the Employer is prepared to consider this proposal as part of the 1% allocated for group-specific measures included in the overall economic envelope discussed earlier in this brief.

**Part V – Program and Administrative Services (PA) Group  
Definition**

## **Program and Administrative Services (PA) Group Definition**

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

### **Inclusions**

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

1. the provision of administrative services, including adapting, modifying or devising methods and procedures, in support of Public Service policies, programs, services or other activities, such as those dealing with administrative, financial, human resources, purchasing, scientific or technical fields, including:
  - a. the operation, scheduling or controlling of the operations of electronic equipment used in the processing of data for the purpose of reporting, storing, extracting and comparing information or for solving formulated problems according to prescribed plans;
  - b. the operation, routine servicing and minor repair of a variety of cryptographic, facsimile, electronic mail and associated communications equipment in preparing, receiving, transmitting, and relaying messages; and the performance of related activities including recording receipt and dispatch times of traffic, priority allocation and distribution of message copies that require special knowledge of communication procedures, format, schedules, message traffic routes and equipment operation;
  - c. the operation of bookkeeping, calculating, duplicating and mailing service or microphotography equipment to post data, calculate, produce copy, white-prints, blueprints, and other printed materials, prepare mail or produce and process microfilm;
  - d. the collecting, recording, arranging, transmitting and processing of information, the filing and distribution of information holdings, and the direct application of rules and regulations;
  - e. the provision of secretarial, word-processing, stenographic and verbatim-recording services and the operation of related electronic equipment; and

- 
- f. the operation of micro-processor controlled telephone switching systems and peripheral equipment;
  2. the planning, development, delivery or management of government policies, programs, services or other activities directed to the public or to the Public Service;
  3. the planning, development, delivery or management of policies, programs, services or other activities in two or more administrative fields, such as finance, human resources or purchasing, directed to the Public Service;
  4. the planning, development, delivery or management of government policies, programs, services or other activities dealing with the collection of taxes and other revenues from the public;
  5. the planning, development and delivery of consumer product inspection programs;
  6. the planning, development, delivery or management of the internal comprehensive audit of the operations of Public Service departments and agencies;
  7. the planning, development, delivery or management of policies, programs, services or other activities dealing with the privacy of and access to information;
  8. the research, analysis and provision of advice on employee compensation issues to managers, employees and their families or representatives;
  9. the provision of advice, support, and training to users of electronic office equipment, both hardware and software;
  10. the planning, development, delivery or management of policies, programs, services or other activities dealing with the management of property assets and facilities, information holdings or security services in support of the Public Service;
  11. the research into public attitudes and perceptions and the analysis, development, recommendation and delivery of strategic communications plans and activities dealing with the explanation, promotion and publication of federal government programs, policies and services;
  12. the planning, development, delivery or management of policies, programs, services or other activities dealing with the social development, settlement, adjustment and rehabilitation of groups, communities or individuals including the planning, development and delivery of welfare services;

13. the provision of advice on and the analysis, development and design of forms and forms systems;
14. the delivery of mediation or conciliation services dealing with disputes in collective bargaining and industrial relations within the jurisdiction of Part I of the Canada Labour Code; and
15. the leadership of any of the above activities.

### **Exclusions**

Positions excluded from the Program and Administrative Services Group are those whose primary purpose is included in the definition of any other group and those positions at the Canada Border Services Agency that are primarily involved in the planning, development, delivery, or management of the inspection and control of people and goods entering Canada.

## **Administration Services (AS)**

### **Definition**

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

### **Inclusions**

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

2. the planning, development, delivery or management of government policies, programs, services or other activities directed to the Public Service;
3. the planning, development, delivery or management of policies, programs, services or other activities in two or more administrative fields, such as finance, human resources or purchasing, directed to the Public Service;
6. the planning, development, delivery or management of the internal comprehensive audit of the operations of Public Service departments and agencies;
8. the research, analysis and provision of advice on employee compensation issues to managers, employees and their families or representatives;
9. the provision of advice, support, and training to users of electronic office equipment, both hardware and software;
10. the planning, development, delivery or management of policies, programs, services or other activities dealing with the management of property assets and facilities, information holdings or security services in support of the Public Service;
15. the leadership of any of the above activities.

## Exclusions

Positions excluded from the Program and Administrative Services Group are those whose primary purpose is included in the definition of any other group.

## **Qualification standard**

### Education

The minimum standard is:

- A secondary school diploma or employer-approved alternatives (see Note 1).

### Notes:

1. The employer-approved alternatives to a secondary school diploma are:
  - A satisfactory score on the Public Service Commission test approved as an alternative to a secondary school diploma; or
  - An acceptable combination of education, training and/or experience.

Candidates who already meet both of the following criteria must be accepted as meeting the secondary school diploma requirement:

- a. Candidates who have achieved a satisfactory score on the Public Service Commission test approved as an alternative to a secondary school diploma; and
- b. Candidates who have been appointed or deployed for an indeterminate period to a position in the AS classification.

The opportunity to be assessed by at least one of the two employer-approved alternatives must be offered to candidates who have not previously met the secondary school diploma requirement.

Candidates who were appointed or deployed on an indeterminate basis using an acceptable combination of education, training and/or experience meet the secondary school requirement for the AS classification only and must be reassessed for entry to other classifications on the basis of this alternative.

2. Acceptable experience and/or training in a field relevant to positions in the AS classification is required when the education qualification specified for the position being staffed is a secondary school diploma or approved employer alternatives.

## **Communications (CM)**

### **Definition**

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

### **Inclusions**

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

1. the provision of administrative services, including adapting, modifying or devising methods and procedures, in support of Public Service policies, programs, services or other activities, such as those dealing with administrative, financial, human resources, purchasing, scientific or technical fields, including:
  - b. the operation, routine servicing and minor repair of a variety of cryptographic, facsimile, electronic mail and associated communications equipment in preparing, receiving, transmitting, and relaying messages; and the performance of related activities including recording receipt and dispatch times of traffic, priority allocation and distribution of message copies that require special knowledge of communication procedures, format, schedules, message traffic routes and equipment operation;
15. the leadership of any of the above activities.

### **Exclusions**

Positions excluded from the Program and Administrative Services Group are those whose primary purpose is included in the definition of any other group.

### **Qualification standards**

#### **Education**

The minimum standard is:

- Successful completion of two years of secondary school or employer-approved alternatives (see Note 1).

### Abilities / Skills

Managers will establish what constitutes an acceptable level of proficiency for keyboard operation, dictation and proofreading based on the duties and responsibilities of the position to be staffed.

#### Keyboard Operation

For positions where there is a requirement to operate keyboard office equipment (word processing equipment, data conversion and processing equipment, computer, etc.) the standard is:

- An acceptable level of proficiency in operating the required equipment.

#### Dictation

For positions where there is a requirement to take dictation by manual or machine shorthand, the standard is:

- An acceptable level of proficiency in shorthand in English or French (or English and French).

#### Proofreading

For positions that require the correction of errors in spelling and punctuation the standard is:

- An acceptable level of proficiency in the use of grammar, spelling and punctuation in English or French, or English and French.

#### Notes:

1. The employer-approved alternatives to two years of secondary school are:
  - A satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or
  - An acceptable combination of education, training and/or experience.

Candidates who already meet either of the following criteria must be accepted as meeting the two years of secondary school requirement:

- a. Candidates who have achieved a satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or

- b. Candidates who have been appointed or deployed for an indeterminate period to a position in the CM classification.

The opportunity to be assessed by at least one of the two employer-approved alternatives must be offered to candidates who have not previously met the two years of secondary school requirement.

2. Merely proofreading one's own typing work to ensure accurate copy is not sufficient to warrant the use of a grammar spelling and punctuation qualification.
3. The Public Service Commission Grammar, Spelling and Punctuation Test (GSPAT) or a review of the candidates' experience must be used to assess proficiency in the correction of errors in grammar, spelling and punctuation.

## **Clerical and Regulatory (CR)**

### **Definition**

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

### **Inclusions**

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

1. the provision of administrative services, including adapting, modifying or devising methods and procedures, in support of Public Service policies, programs, services or other activities, such as those dealing with administrative, financial, human resources, purchasing, scientific or technical fields, including:
  - d. the collecting, recording, arranging, transmitting and processing of information, the filing and distribution of information holdings, and the direct application of rules and regulations;
  - f. the operation of micro-processor controlled telephone switching systems and peripheral equipment;
15. the leadership of any of the above activities.

### **Exclusions**

Positions excluded from the Program and Administrative Services Group are those whose primary purpose is included in the definition of any other group.

### **Education**

The minimum standard is:

- Successful completion of two years of secondary school or employer-approved alternatives (see Note 1).

## Abilities / Skills

Managers will establish what constitutes an acceptable level of proficiency for keyboard operation, dictation and proofreading based on the duties and responsibilities of the position to be staffed.

### Keyboard Operation

For positions where there is a requirement to operate keyboard office equipment (word processing equipment, data conversion and processing equipment, computer, etc.) the standard is:

- An acceptable level of proficiency in operating the required equipment.

### Dictation

For positions where there is a requirement to take dictation by manual or machine shorthand, the standard is:

- An acceptable level of proficiency in shorthand in English or French (or English and French).

### Proofreading

For positions that require the correction of errors in spelling and punctuation the standard is:

- An acceptable level of proficiency in the use of grammar, spelling and punctuation in English or French, or English and French.

### Notes:

1. The employer-approved alternatives to two years of secondary school are:
  - A satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or
  - An acceptable combination of education, training and/or experience.

Candidates who meet either of the following criteria must be accepted as meeting the two years of secondary school requirement:

- a. Candidates who have achieved a satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or

- b. Candidates who have been appointed or deployed for an indeterminate period to a position in the CR classification.

The opportunity to be assessed by at least one of the two employer-approved alternatives must be offered to candidates who have not previously met the two years of secondary school requirement.

2. Merely proofreading one's own typing work to ensure accurate copy is not sufficient to warrant the use of a grammar spelling and punctuation qualification.
3. The Public Service Commission Grammar, Spelling and Punctuation Test (GSPAT) or a review of the candidates' experience must be used to assess proficiency in the correction of errors in grammar, spelling and punctuation.

## **Data Processing (DA)**

### **Definition**

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

### **Inclusions**

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

1. the provision of administrative services, including adapting, modifying or devising methods and procedures, in support of Public Service policies, programs, services or other activities, such as those dealing with administrative, financial, human resources, purchasing, scientific or technical fields, including:
  - a. the operation, scheduling or controlling of the operations of electronic equipment used in the processing of data for the purpose of reporting, storing, extracting and comparing information or for solving formulated problems according to prescribed plans;
  
15. the leadership of any of the above activities.

### **Exclusions**

Positions excluded from the Program and Administrative Services Group are those whose primary purpose is included in the definition of any other group.

### **Data Processing – Data Conversion (DA-CON) Sub-group Definition**

The performance or supervision of duties requiring the operation of electro-mechanical data conversion equipment or the operation and control of electronic data conversion stations or systems for the purpose of transferring data from source documents to forms suitable for computer, or auxiliary equipment, processing.

### **Inclusions**

Positions included in this sub-group are those in which one or more of the following duties is of primary importance:

- the operation of numeric and alpha-numeric key-punch equipment to record or verify data on cards;
- the operation of alpha-numeric key-to-tape equipment to record or verify data on magnetic tape via a magnetic disc or drum;
- the operation of direct data entry equipment to transfer data directly to computer;
- the operation of keying equipment for the purpose of converting data processing by an Optical Character Reader;
- the development and implementation of instruction for training data conversion staff to perform their duties;
- the supervision of any of the above duties.

#### Exclusions

Positions excluded from this sub-group are those allocated to the Data Production Sub-group.

#### **Data Processing – Data Production (DA-PRO) Sub-group Definition**

The performance or supervision of duties requiring operation and control of electronic computers, peripheral, unit record and auxiliary equipment, and the scheduling of the operation of such machines, which are used for the purpose of reporting, storing, retrieving and comparing data and solving problems.

#### Inclusions

Positions included in this sub-group are those in which one or more of the following duties is of primary importance:

- the operation of electronic computer consoles and peripheral unit record and auxiliary equipment;
- the planning and scheduling of computer, unit record and auxiliary equipment operations;

- the development and application of procedures for processing and validating data;
- the development of instruction for training data production staff to perform their duties;
- the supervision of any of the above duties.

### Exclusions

Excluded from this sub-group are positions in which the duties are those included in the Data Conversion Sub-group.

### Education

The minimum standard is:

- Successful completion of two years of secondary school or employer-approved alternatives (see Note 1).

### Abilities / Skills

Managers will establish what constitutes an acceptable level of proficiency for keyboard operation, dictation and proofreading based on the duties and responsibilities of the position to be staffed.

### Keyboard Operation

For positions where there is a requirement to operate keyboard office equipment (word processing equipment, data conversion and processing equipment, computer, etc.) the standard is:

- An acceptable level of proficiency in operating the required equipment.

### Dictation

For positions where there is a requirement to take dictation by manual or machine shorthand, the standard is:

- An acceptable level of proficiency in shorthand in English or French (or English and French).

## Proofreading

For positions that require the correction of errors in spelling and punctuation the standard is:

- An acceptable level of proficiency in the use of grammar, spelling and punctuation in English or French, or English and French.

## Notes:

1. The employer-approved alternatives to two years of secondary school are:
  - A satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or
  - An acceptable combination of education, training and/or experience.

Candidates who already meet either of the following criteria must be accepted as meeting the two years of secondary school requirement:

- a. Candidates who have achieved a satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or
- b. Candidates who have been appointed or deployed for an indeterminate period to a position in the DA classification.

The opportunity to be assessed by at least one of the two employer-approved alternatives must be offered to candidates who have not previously met the two years of secondary school requirement.

2. Merely proofreading one's own typing work to ensure accurate copy is not sufficient to warrant the use of a grammar spelling and punctuation qualification.
3. The Public Service Commission Grammar, Spelling and Punctuation Test (GSPAT) or a review of the candidates' experience must be used to assess proficiency in the correction of errors in grammar, spelling and punctuation.

## **Information Services (IS)**

### **Definition**

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

### **Inclusions**

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

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

### **Exclusions**

Positions excluded from the Program and Administrative Services Group are those whose primary purpose is included in the definition of any other group.

### **Education**

The minimum standard is:

- A degree from a recognized post-secondary institution.

### **Notes:**

1. Based on their education, training and/or experience, indeterminate incumbents of positions in the IS classification are deemed to meet the minimum education standard whenever a bachelor's degree without specialization is called for in a position classified as IS.

2. At the manager's discretion, an acceptable combination of education, training and/or experience, may serve as an alternative to the minimum education standard.

## **Office Equipment (OE)**

### **Definition**

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

### **Inclusions**

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

1. the provision of administrative services, including adapting, modifying or devising methods and procedures, in support of Public Service policies, programs, services or other activities, such as those dealing with administrative, financial, human resources, purchasing, scientific or technical fields, including:
  - c. the operation of bookkeeping, calculating, duplicating and mailing service or microphotography equipment to post data, calculate, produce copy, white-prints, blueprints, and other printed materials, prepare mail or produce and process microfilm;
15. the leadership of any of the above activities.

### **Exclusions**

Positions excluded from the Program and Administrative Services Group are those whose primary purpose is included in the definition of any other group.

### **Education**

The minimum standard is:

- Successful completion of two years of secondary school or employer-approved alternatives (see Note 1).

## Abilities / Skills

Managers will establish what constitutes an acceptable level of proficiency for keyboard operation, dictation and proofreading based on the duties and responsibilities of the position to be staffed.

### Keyboard Operation

For positions where there is a requirement to operate keyboard office equipment (word processing equipment, data conversion and processing equipment, computer, etc.) the standard is:

- An acceptable level of proficiency in operating the required equipment.

### Dictation

For positions where there is a requirement to take dictation by manual or machine shorthand, the standard is:

- An acceptable level of proficiency in shorthand in English or French (or English and French).

### Proofreading

For positions that require the correction of errors in spelling and punctuation the standard is:

- An acceptable level of proficiency in the use of grammar, spelling and punctuation in English or French, or English and French.

### Notes:

1. The employer-approved alternatives to two years of secondary school are:
  - A satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or
  - An acceptable combination of education, training and/or experience.

Candidates who already meet either of the following criteria must be accepted as meeting the two years of secondary school requirement:

- a. Candidates who have achieved a satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or
- b. Candidates who have been appointed or deployed for an indeterminate period to a position in the OE classification.

The opportunity to be assessed by at least one of the two employer-approved alternatives must be offered to candidates who have not previously met the two years of secondary school requirement.

2. Merely proofreading one's own typing work to ensure accurate copy is not sufficient to warrant the use of a grammar spelling and punctuation qualification.
3. The Public Service Commission Grammar, Spelling and Punctuation Test (GSPAT) or a review of the candidates' experience must be used to assess proficiency in the correction of errors in grammar, spelling and punctuation.

## **Organization and Methods (OM (forms design))**

### **Definition**

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

### **Inclusions**

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

13. the provision of advice on and the analysis, development and design of forms and forms systems;
15. the leadership of any of the above activities.

### **Exclusions**

Positions excluded from the Program and Administrative Services Group are those whose primary purpose is included in the definition of any other group.

### **Education**

The minimum standard is:

- A secondary school diploma or employer-approved alternatives (See Note 1).

### **Notes:**

1. The employer-approved alternatives to a secondary school diploma are:
  - A satisfactory score on the Public Service Commission test approved as an alternative to a secondary school diploma; or
  - An acceptable combination of education, training and/or experience.

Candidates who already meet both of the following criteria must be accepted as meeting the secondary school diploma requirement:

- a. Candidates who have achieved a satisfactory score on the Public Service Commission test approved as an alternative to a secondary school diploma; and
- b. Candidates who have been appointed or deployed for an indeterminate period to a position in the OM classification.

The opportunity to be assessed by at least one of the two employer-approved alternatives must be offered to candidates who have not previously met the secondary school diploma requirement.

Candidates who were appointed or deployed on an indeterminate basis using an acceptable combination of education, training and/or experience meet the secondary school requirement for the OM classification only and must be reassessed for entry to other classifications on the basis of this alternative.

2. Acceptable experience and/or training in a field relevant to OM positions is required when the education qualification specified for the position being staffed is a secondary school diploma or employer-approved alternatives.

## **Programme Administration (PM)**

### **Definition**

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

### **Inclusions**

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

2. the planning, development, delivery or management of government policies, programs, services or other activities directed to the public;
4. the planning, development, delivery or management of government policies, programs, services or other activities dealing with the collection of taxes and other revenues from the public;
5. the planning, development and delivery of consumer product inspection programs;
7. the planning, development, delivery or management of policies, programs, services or other activities dealing with the privacy of and access to information;
15. the leadership of any of the above activities.

### **Exclusions**

Positions excluded from the Program and Administrative Services Group are those whose primary purpose is included in the definition of any other group.

### **Education**

The minimum standard is:

- A secondary school diploma or employer-approved alternatives (see Note 1).

Note:

1. The employer-approved alternatives to a secondary school diploma are:
  - A satisfactory score on the Public Service Commission test approved as an alternative to a secondary school diploma; or
  - An acceptable combination of education, training and/or experience.

Candidates who already meet both of the following criteria must be accepted as meeting the secondary school diploma requirement:

- a. Candidates who have achieved a satisfactory score on the Public Service Commission test approved as an alternative to a secondary school diploma; and
- b. Candidates who have been appointed or deployed for an indeterminate period to a position in the PM classification.

The opportunity to be assessed by at least one of the two employer-approved alternatives must be offered to candidates who have not previously met the secondary school diploma requirement.

Candidates who were appointed or deployed on an indeterminate basis using an acceptable combination of education, training and/or experience meet the secondary school requirement for the PM classification only and must be reassessed for entry to other classifications on the basis of this alternative.

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## **Secretarial, Stenographic, Typing (ST)**

### **Definition**

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

### **Inclusions**

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

1. the provision of administrative services, including adapting, modifying or devising methods and procedures, in support of Public Service policies, programs, services or other activities, such as those dealing with administrative, financial, human resources, purchasing, scientific or technical fields, including:
  - e. the provision of secretarial, word-processing, stenographic and verbatim-recording services and the operation of related electronic equipment; and
15. the leadership of any of the above activities.

### **Exclusions**

Positions excluded from the Program and Administrative Services Group are those whose primary purpose is included in the definition of any other group.

### **Education**

The minimum standard is:

- Successful completion of two years of secondary school or employer-approved alternatives (see Note 1).

## Abilities / Skills

Managers will establish what constitutes an acceptable level of proficiency for keyboard operation, dictation and proofreading based on the duties and responsibilities of the position to be staffed.

### Keyboard Operation

For positions where there is a requirement to operate keyboard office equipment (word processing equipment, data conversion and processing equipment, computer, etc.) the standard is:

- An acceptable level of proficiency in operating the required equipment.

### Dictation

For positions where there is a requirement to take dictation by manual or machine shorthand, the standard is:

- An acceptable level of proficiency in shorthand in English or French (or English and French).

### Proofreading

For positions that require the correction of errors in spelling and punctuation the standard is:

- An acceptable level of proficiency in the use of grammar, spelling and punctuation in English or French, or English and French.

### Notes:

1. The employer-approved alternatives to two years of secondary school are:
  - A satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or
  - An acceptable combination of education, training and/or experience.

Candidates who already meet either of the following criteria must be accepted as meeting the two years of secondary school requirement:

- a. Candidates who have achieved a satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or
- b. Candidates who have been appointed or deployed for an indeterminate period to a position in the ST classification.

The opportunity to be assessed by at least one of the two employer-approved alternatives must be offered to candidates who have not previously met the two years of secondary school requirement.

2. Merely proofreading one's own typing work to ensure accurate copy is not sufficient to warrant the use of a grammar spelling and punctuation qualification.
3. The Public Service Commission Grammar, Spelling and Punctuation Test (GSPAT) or a review of the candidates' experience must be used to assess proficiency in the correction of errors in grammar, spelling and punctuation.

## **Welfare Programs (WP)**

### **Definition**

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

### **Inclusions**

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

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

### **Exclusions**

Positions excluded from the Program and Administrative Services Group are those whose primary purpose is included in the definition of any other group.

### **Education**

The minimum standard is:

- A secondary school diploma or employer-approved alternatives (see Note 1).

### **Notes:**

1. The employer-approved alternatives to a secondary school diploma are:
  - A satisfactory score on the Public Service Commission test approved as an alternative to a secondary school diploma; or
  - An acceptable combination of education, training and/or experience.

Candidates who already meet both of the following criteria must be accepted as meeting the secondary school diploma requirement:

- a. Candidates who have achieved a satisfactory score on the Public Service Commission test approved as an alternative to a secondary school diploma; and
- b. Candidates who have been appointed or deployed for an indeterminate period to a position in the WP classification.

The opportunity to be assessed by at least one of the two employer-approved alternatives must be offered to candidates who have not previously met the secondary school diploma requirement.

Candidates who were appointed or deployed on an indeterminate basis using an acceptable combination of education, training and/or experience meet the secondary school requirement for the WP classification only and must be reassessed for entry to other classifications on the basis of this alternative.

2. Acceptable experience and/or training in a field relevant to WP positions is required when the education qualification specified for the position being staffed is a secondary school diploma or employer-approved alternatives.