



**SUBMISSION OF THE  
TREASURY BOARD  
TO THE PUBLIC INTEREST COMMISSION  
IN RESPECT OF THE  
TECHNICAL SERVICES (TC) GROUP**

**CHAIRPERSON:** Mr. Morton Mitchnick  
**MEMBERS:** Ms. Kathryn Butler-Malette  
Mr. Gary Cwitco

**OTTAWA** December 17, 18, 19, 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 Technical Services bargaining unit as determined in the certificate issued by the Federal Public Sector Labour Relations and Employment Board on June 10, 1999.

## **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 Public Interest Commission.

---

## 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 Technical Services (TC) group, which expired on June 21, 2018.

The TC group is a bargaining unit in the Core Public Administration (CPA) and is defined in the Canada Gazette as:

*“The Technical Services Group comprises positions that are primarily involved in in the performance, inspection and leadership of skilled technical activities.”*

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 four 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 Chair 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 negotiations meetings in the winter and spring of 2019, the PSAC submitted a request to the Board on May 7, 2019, for the reactivation of their request to establish a PIC to help the parties reach an agreement.

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 TC group.

The Employer brief is organized as follows:

### **Executive Summary**

**Part I** provides a status update on the current round of negotiations for the CPA as a whole, and for the TC group specifically.

**Part II** presents information on internal and external comparability, recruitment and retention, the government's economic and fiscal circumstances, and provides total compensation figures for the TC group and its sub-groups.

**Part III** presents the Employer's submission for rates of pay and duration, and associated rationale, as well as a response to PSAC's proposals.

**Part IV** presents the Employer's position on other outstanding proposals.

**Part V** provides information on the TC bargaining unit, including the group definitions and qualifications standards.

**Part VI** presents the French versions of the Employer's outstanding proposals.

## 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 this 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, such as 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 and the Translation (TR) group, both represented by Canadian Association of Professional Employees (CAPE), the Financial Management (FI) group represented by Association of Canadian Financial Officers (ACFO), and the Applied Science and Patent Examination (SP) Architecture, Engineering and Land Survey (NR) represented by Professional Institute of the Public Service of Canada (PIPSC). For some other groups, including the Audit, Commerce and Purchasing (AV), the Research (RE) and the Health Services (SH) groups represented by PIPSC, and the Foreign Service (FS) group represented by the 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 evidence 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 TC group, does not support providing economic increases and other non-monetary improvements to the TC 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 evidence on recruitment and retention strongly suggests that compensation levels for the TC 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 TC group.

The largest departments hiring TC employees did not identify widespread recruitment and retention issues for the six TC sub-groups. Separations rates for the Engineering and Scientific Support (EG) and Technical Inspection (TI) sub-groups, which comprise 74% of the TC bargaining unit, have been consistently below that of the CPA between 2015 and 2018. In addition, departments run very successful recruitment processes for the TC group.

The Public Service Employee Survey (PSES) results indicate a high level of job satisfaction in the TC group as a whole, with approximately 82% of employees in the group reporting to liking their job. Results also show that employees are less likely to leave their position over the next two years, as compared to the public service average. This further supports the notion that the TC group is healthy from a recruitment and retention standpoint.

### External Comparability

Section 175 of the FPSTRA 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 Korn Ferry, 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 TC 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 considerably higher – up to 21.6% - than what is provided for similar jobs in the broader Canadian economy.

Moreover, the wage growth for all TC sub-groups, which ranges from 12% to 14.2%, has outpaced cumulative increases as represented by the change in Consumer Price Index (CPI) inflation (11.9%) between 2010 and 2017.

## Bargaining Agent Proposals

The Bargaining Agent has submitted an extensive list of proposals in this round of bargaining. The PSAC has tabled 23 proposals that are common to all PSAC groups, including two additional Designated Paid Holidays per year and increased vacation leave entitlements. The PSAC has also tabled 57 proposed changes that are specific to the TC group, including above pattern economic increases, new leave provisions, new allowances, and other monetary and non-monetary elements that currently do not exist in the TC 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 \$264.2M or 28.9% of the 2018 TC group wage base.<sup>1</sup>

<b>BARGAINING AGENT KEY MONETARY PROPOSALS</b>	<b>ONGOING COST</b>	<b>% OF WAGE BASE</b>
<b>Common proposals</b>		
Various Leave Enhancement Proposals: <ul style="list-style-type: none"> <li>• Caregiving Leave Enhancements (preliminary cost estimate – subject to change)</li> <li>• Parental Allowance for extended leave - 61 weeks with top up of 93% (preliminary cost estimate – subject to change)</li> <li>• Increase accrual of vacation leave entitlements:               <ul style="list-style-type: none"> <li>○ 4 weeks at 5 years</li> <li>○ 5 weeks at 10 years</li> <li>○ 6 weeks at 23 years</li> </ul> </li> <li>• Designated Paid Holidays – 2 additional days</li> <li>• 10 days of paid leave for situations of domestic violence (preliminary cost estimate – subject to change)</li> </ul>	\$23,790,783	2.59%
<b>TC-specific proposals</b>		
Above pattern economic increase of 3.25% over three years	\$92,172,041	10.1%
Wage restructures: <ul style="list-style-type: none"> <li>• Add two increments to the top of all pay scales</li> <li>• Drop the lowest two increments from the bottom</li> </ul>	\$89,501,437	9.8%

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

of all pay scales <ul style="list-style-type: none"> <li>All members to immediately move up their pay scales by two increments.</li> </ul> (Adding 2 steps and dropping 2 steps would provide the EG with wages in excess of those at CFIA. The ongoing cost of aligning the EG employees with their counterparts at CFIA is \$19,130,200 or 2.09% of the wage base.)		
Rolling in and/or increasing to the allowance paid pursuant to the PI CGC Pay Note #4, and those in appendices W, X, Z, AA, BB, CC, DD and EE in to the salary paid to those employees.	\$39,687,538	4.29%
New allowance of 13.42% for the aviation, marine and rail rates of pay found in Appendix A-1 plus converting the TI-TDG employees into the TI-Rail pay line	\$25,099,335	2.7%
All overtime paid at double time in Article 28	\$15,019,644	1.64%
Increases to shift premiums	\$614,495	0.07%
Other Leave Enhancement Proposals: <ul style="list-style-type: none"> <li>Increasing the number of hours of family related leave from 37.5 hours to 75 hours in a fiscal year.</li> <li>Expanding the definition of family for the case of bereavement leave.</li> </ul>	\$3,346,195	0.37%
<b>TOTAL (all proposals that have a monetary impact) <sup>2</sup></b>	<b>\$264,172,778</b>	<b>28.9%</b>

The Employer's position is that the Bargaining Agent's proposals violate 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.

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 TC 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.

---

<sup>2</sup> Other Bargaining Agent monetary proposals are detailed at Part III.

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>
<b>Common proposals</b>		
10 days of paid leave for Domestic Violence	\$122,356	0.01%
Expanded provisions for definition of family (various articles)	\$531,983	0.06%
Parental leave without pay (standard/extended period)	Cost-neutral	0.00%
Caregiving Leave without Pay related to critical illness	\$679,646	0.07%
<b>TC-Specific proposals</b>		
Pattern economic increases over four years: 2.0%, 2.0%, 1.5%, and 1.5%	\$65,759,666	7.18%
An additional 1% for group-specific adjustments	\$9,826,146	1.07%
<b>TOTAL</b>	<b>\$76,919,797</b>	<b>8.39%</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 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 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 2017 and 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 five 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>ii</b>
<b>INTRODUCTION</b> .....	<b>iii</b>
<b>EXECUTIVE SUMMARY</b> .....	<b>v</b>
<b>Part I – Status of Negotiations</b> .....	<b>16</b>
1.1 NEGOTIATIONS IN THE FEDERAL PUBLIC SERVICE .....	17
1.2 COMMON ITEMS NEGOTIATED FOR THE CORE PUBLIC ADMINISTRATION AND SEPARATE AGENCIES .....	20
1.3 NEGOTIATIONS WITH THE TECHNICAL SERVICES (TC) GROUP.....	22
1.4 BARGAINING AGENT PROPOSALS .....	23
1.5 EMPLOYER PROPOSALS.....	26
1.6 COMMON PROPOSALS.....	27
1.7 DAMAGES RELATED TO THE PHOENIX PAY SYSTEM .....	28
<b>Part II – Considerations</b> .....	<b>29</b>
2.1 RECRUITMENT AND RETENTION.....	30
2.2 EXTERNAL COMPARABILITY.....	38
2.3 INTERNAL RELATIVITY .....	44
2.4 THE STATE OF THE ECONOMY AND THE GOVERNMENT'S FISCAL SITUATION.....	45
2.5 REPLICATION PRINCIPLE.....	53
2.6 TOTAL COMPENSATION .....	54
<b>Part III – Employer's Submission for Rates of Pay and Response to PSAC's Proposals</b> .....	<b>57</b>
TABLE 18: EMPLOYER AND BARGAINING AGENT WAGE PROPOSALS .....	58
<b>Part IV – Employer's Submission On Other Outstanding TC Group- Specific Issues</b> .....	<b>60</b>
ARTICLE 25 – HOURS OF WORK .....	63
ARTICLE 27 – SHIFT AND WEEKEND PREMIUMS.....	65
ARTICLE 28 – OVERTIME.....	66
ARTICLE 29 – CALL-BACK PAY .....	71
ARTICLE 34 – TRAVELLING TIME.....	72
ARTICLE 41 – INJURY ON DUTY LEAVE.....	75
ARTICLE 47 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES.....	77
ARTICLE 51 – BEREAVEMENT LEAVE.....	81
ARTICLE 57 – STATEMENT OF DUTIES .....	82
ARTICLE 60 – CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE.....	84
ARTICLE 62 – DANGEROUS GOODS.....	86

ARTICLE 68 – DURATION.....	88
APPENDIX A-1 – TECHNICAL INSPECTION GROUP PAY NOTES .....	89
APPENDIX C – MEMORANDUM OF AGREEMENT CONCERNING FISHERY OFFICERS IN THE GENERAL TECHNICAL GROUP, WORKING ON OFF-SHORE SURVEILLANCE ON THE DEPARTMENT OF FISHERIES AND OCEANS.....	93
APPENDIX I – MEMORANDUM OF AGREEMENT CONCERNING EMPLOYEES IN THE ENGINEERING AND SCIENTIFIC SUPPORT GROUP IN THE SEA LAMPREY CONTROL UNIT .....	94
APPENDIX K – SPECIAL PROVISIONS FOR EMPLOYEES CONCERNING DIVING DUTY ALLOWANCE, VACATION LEAVE WITH PAY, NATIONAL CONSULTATION COMMITTEE AND TRANSFER AT SEA .....	96
APPENDIX M – HOURS OF WORK FOR EMPLOYEES IN THE PRIMARY PRODUCTS INSPECTION (PI) GROUP .....	97
APPENDIX W – MEMORANDUM OF UNDERSTANDING IN RESPECT OF EMPLOYEES IN THE ENGINEERING AND SCIENTIFIC SUPPORT (EG) AND GENERAL TECHNICAL (GT) GROUPS WORKING SHORE-BASED POSITIONS AT CANADIAN COAST GUARD (CCG) .....	104
APPENDIX X – MEMORANDUM OF UNDERSTANDING IN RESPECT OF THE EMPLOYEES IN THE ENGINEERING AND SCIENTIFIC SUPPORT (EG) GROUP WORKING AT HEALTH CANADA AT THE NORWAY HOUSE AND PERCY E. MOORE HOSPITALS .....	109
APPENDIX Z – MEMORANDUM OF UNDERSTANDING IN RESPECT OF EMPLOYEES IN THE GENERAL TECHNICAL (GT) GROUP WORKING AS FISHERY OFFICERS.....	111
APPENDIX AA – MEMORANDUM OF UNDERSTANDING IN RESPECT OF EMPLOYEES IN THE GENERAL TECHNICAL (GT) GROUP WORKING AS ENFORCEMENT AND WILDLIFE OFFICERS AT ENVIRONMENT CANADA.....	114
APPENDIX BB – MEMORANDUM OF UNDERSTANDING IN RESPECT OF EMPLOYEES IN THE ENGINEERING AND SCIENTIFIC SUPPORT (EG) GROUP WORKING AT FLEET MAINTENANCE FACILITIES OR FORMATION TECHNICAL AUTHORITY AT THE DEPARTMENT OF NATIONAL DEFENSE .....	118
APPENDIX CC – MEMORANDUM OF UNDERSTANDING IN RESPECT OF EMPLOYEES IN THE GENERAL TECHNICAL (GT) GROUP WORKING AS SEARCH AND RESCUE COORDINATORS IN A JOINT RESCUE COORDINATION CENTRE (JRCC).....	122
APPENDIX DD – MEMORANDUM OF UNDERSTANDING IN RESPECT OF EMPLOYEES IN THE TECHNICAL INSPECTOR (TI) GROUP WORKING AS LABOUR AFFAIRS OFFICERS AT EMPLOYMENT AND SOCIAL DEVELOPMENT CANADA.....	127
APPENDIX EE – MEMORANDUM OF UNDERSTANDING IN RESPECT OF EMPLOYEES IN THE TECHNICAL INSPECTOR (TI) GROUP WORKING AT MEASUREMENT CANADA.....	131
APPENDIX GG – 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 FOR THE TECHNICAL SERVICES (TC) BARGAINING UNIT.....	133
THE EMPLOYER IS PROPOSING TO EXTEND THE DEADLINE AGREED TO BY THE PARTIES IN THE MOU FOR COMPLETING THE NEW JOB EVALUATION STANDARDS FROM DECEMBER 30, 2019, TO JUNE 30, 2021. <b>ERROR! BOOKMARK NOT DEFINED.</b>	

VARIOUS ARTICLES – ENFORCEMENT WORKERS .....	136
NEW ARTICLE XX – WHISTLEBLOWING .....	138
NEW APPENDIX “X-2” AMMUNITION TECHNICIANS .....	140
NEW APPENDIX “X-3” PHARMACY TECHNICIANS .....	141
NEW APPENDIX “X-4” AIRCRAFT MAINTENANCE ENGINEERS .....	142
<b>Part V – Technical Services (TC) Group Definition .....</b>	<b>143</b>
TECHNICAL SERVICES (TC) GROUP.....	144
DRAFTING AND ILLUSTRATION (DD) .....	147
ENGINEERING AND SCIENTIFIC SUPPORT (EG).....	148
GENERAL TECHNICAL (GT).....	150
PRIMARY PRODUCTS INSPECTION (PI) .....	151
PHOTOGRAPHY (PY).....	152
TECHNICAL INSPECTION (TI).....	153
<b>Part VI –Employer Outstanding Proposals in French .....</b>	<b>154</b>
ARTICLE 25 – DURÉE DU TRAVAIL.....	155
ARTICLE 28 – HEURES SUPPLÉMENTAIRES .....	156
ARTICLE 34 – TEMPS DE DÉPLACEMENT .....	157
ARTICLE 47 – CONGÉ PAYÉ POUR OBLIGATIONS FAMILIALES.....	158
ARTICLE 51 – CONGÉ DE DEUIL PAYÉ .....	159
ARTICLE 57 – EXPOSÉ DES FONCTIONS .....	160
ARTICLE 60 – INDEMNITÉ DE RESPONSABILITÉ CORRECTIONNELLE.....	161
ARTICLE 68 – DURÉE DE LA CONVENTION .....	162
APPENDICE M – DURÉE DU TRAVAIL POUR LES EMPLOYÉ-E-S DU GROUPE INSPECTION DES PRODUITS PRIMAIRES (PI).....	163
APPENDICE W – PROTOCOLE D’ACCORD À L’ÉGARD DES EMPLOYÉ-E-S DES GROUPE SOUTIEN TECHNOLOGIQUE ET SCIENTIFIQUE (EG) ET TECHNICIENS DIVERS (GT) QUI TRAVAILLENT À DES POSTES BASÉS À TERRE À LA GARDE CÔTIÈRE CANADIENNE (GCC).....	168
APPENDICE AA – PROTOCOLE D’ENTENTE ENTRE LE CONSEIL DU TRESOR DU CANADA ET L’ALLIANCE DE LA FONCTION PUBLIQUE DU CANADA CONCERNANT LES EMPLOYÉ-E-S DU GROUPE TECHNICIEN DIVERS (GT) TRAVAILLANT COMME AGENTS D’APPLICATION DE LA LOI ET DE LA FAUNE A ENVIRONNEMENT CANADA .....	170
APPENDICE BB – PROTOCOLE D’ENTENTE ENTRE LE CONSEIL DU TRESOR DU CANADA ET L’ALLIANCE DE LA FONCTION PUBLIQUE DU CANADA CONCERNANT LES EMPLOYÉ-E-S DU GROUPE SOUTIEN TECHNOLOGIQUE ET SCIENTIFIQUE (EG) DANS LES INSTALLATIONS DE MAINTENANCE DE LA FLOTTE MINISTÈRE DE LA DÉFENSE NATIONALE .....	172
APPENDICE CC – PROTOCOLE D’ENTENTE ENTRE LE CONSEIL DU TRESOR DU CANADA ET L’ALLIANCE DE LA FONCTION PUBLIQUE DU CANADA CONCERNANT LES EMPLOYÉ-E-S DU GROUPE TECHNICIEN DIVERS (GT) TRAVAILLANT EN TANT QUE COORDONATEURS-RICES DE RECHERCHE ET	



SAUVETAGE DANS UN CENTRE DE COORDINATION DES OPERATIONS DE SAUVETAGE (JRCC).....	174
APPENDICE DD – PROTOCOLE D'ENTENTE ENTRE LE CONSEIL DU TRESOR DU CANADA ET L'ALLIANCE DE LA FONCTION PUBLIQUE DU CANADA A L'EGARD DES EMPLOYE-E-S DU GROUPE INSPECTION TECHNIQUE (TI) TRAVAILLANT EN TANT QU'AGENT DES AFFAIRES DU TRAVAIL A EMPLOI ET DEVELOPPEMENT SOCIAL CANADA.....	176
APPENDICE GG – PROTOCOLE D'ENTENTE ENTRE LE CONSEIL DU TRESOR DU CANADA ET L'ALLIANCE DE LA FONCTION PUBLIQUE DU CANADA CONCERNANT LA REVUE ET LA CONCEPTION DE LA STRUCTURE DU GROUPE OCCUPATIONNEL ET LA REFORME DE CLASSIFICATION DE L'UNITE DE NEGOCIATION DES SERVICES TECHNIQUES (TC).....	177

## **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 the Treasury Board, the Employer of the CPA, with more than 11 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
LP- Law Practitioner	AJC	2,832
RE - Research	PIPSC	2,630

<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.

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 Canada Revenue Agency, 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
Canada Energy Regulator (formerly the 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>

## **1.2 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 per year for situations of domestic violence.
- Extension of the parental leave without pay provision to allow employees to choose an extended leave period, with the top-up allowance paid by the Employer spread over the longer period, and extension of the maximum payable top-up period to cover paternity leave (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 TC 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.

As per 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 TC group that exceed the cumulative increases that employees in the 17 CPA groups and the 17 federal 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%.

### 1.3 Negotiations with the Technical Services (TC) Group

In this round of bargaining, PSAC and TBS officials were engaged in 6 negotiation sessions for the TC 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, SV, TC, EB) between June 2018 and December 2018.

As noted in table 3 below, the parties "agreed in principle" to the following items during negotiations, which are all administrative, or housekeeping in nature.

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

ITEM	DETAILS
Various articles throughout the Agreement	Replace: All references to the " <i>Public Service Labour Relations Act (PSLRA)</i> " with references to the " <i>Federal Public Sector Labour Relations Act (FPSLRA)</i> " All references to the " <i>Public Service Labour Relations Board (PSLRB)</i> " and " <i>Public Service Labour Relations and Employment Board (PSLREB)</i> " with references to the " <i>Federal Public Sector Labour Relations and Employment Board (FPSLREB)</i> "



Various articles throughout the Agreement – except in Appendix T (English version only)	Replace references to “cash” with references to “payment”.
Paragraph 25.07(c)	Amend references in paragraph 25.07 (c) from “25.11 to 25.14” to “25.12 to 25.15”
Article 29	Amend references from 29.02 and 29.03 to 29.03 and 29.04
Paragraph 38.15(b)	Amend reference in paragraph 38.15(b) from “38.16(a) above” to “38.15(a) above”
Article 46	Deleting Article 46 – transitional language on Volunteer Leave
Paragraph 49.01	Delete the transitional language on Personal Leave with Pay.
Appendix K	Amend “skip” to “ship” at K 4.01
Appendix O	Delete the reference to the two (2) weeks waiting period.
Appendix P	Delete Appendix P
Appendix V	Delete Appendix V
Appendix BB	Replace “Formation Fleet Authority” with “Formation Technical Authority”

The PSAC declared impasse and filed for the establishment of a PIC on December 11, 2018. The Chair of the 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 Chair 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 negotiations meetings in the winter and spring of 2019, the PSAC submitted a request to the Board on May 7, 2019, for the reactivation of their request, which was granted by the Chair.

## 1.4 Bargaining Agent Proposals

The Bargaining Agent has submitted an extensive list of proposals during this round of bargaining. The PSAC has tabled 23 proposals that are common to all PSAC groups, including two additional Designated Paid Holidays per year, and increased vacation leave entitlements. The PSAC also tabled 57 changes that are specific to the TC group. These proposals deal with 32 collective agreement articles, in addition to new articles and memoranda. The proposals include above pattern economic increases, as well as increases to leave provisions, new allowances, and other monetary and non-monetary elements that currently do not exist in the TC 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 \$264.2M or 28.9% of the 2018 TC group wage base.

**Table 4: Bargaining Agent Monetary Proposals**

<b>BARGAINING AGENT MONETARY PROPOSALS</b>	<b>COST (Ongoing)</b>	<b>% OF WAGE BASE</b>
<b>Common proposals</b>		
Caregiving Leave Enhancements ( <b>preliminary cost estimate – subject to change</b> )	\$3,954,038	0.43%
Parental Allowance for extended leave – 61 weeks with top up of 93% ( <b>preliminary cost estimate – subject to change</b> )	\$4,313,758	0.47%
Increase accrual of vacation leave entitlements: <ul style="list-style-type: none"> <li>• 4 weeks at 5 years (instead of 4 weeks at 8 years)</li> <li>• 5 weeks at 10 year (instead of 5 weeks at 18 years)</li> <li>• 6 weeks at 23 years (instead of 6 weeks at 28 years)</li> </ul>	\$7,760,116	0.85%
Designated Paid Holidays – 2 additional days	\$7,640,515	0.83%
10 days or leave with pay for situations of domestic violence ( <b>Preliminary cost estimate – subject to change</b> )	\$125,650	0.01%
<b>TC-specific proposals (all effective June 22, 2018)</b>		
Economic Increases of 3.25% a year for 3 years	\$92,172,041	10.1%
Add 2 steps and remove 2 steps for every classification in the TC bargaining unit  (Adding 2 steps and dropping 2 steps would provide the EG with wages in excess of those at CFIA. The ongoing cost of aligning the EG employees with their counterparts at CFIA is \$19,130,200 or 2.09% of the wage base.)	\$89,501,437	9.8%
Aircraft Maintenance Engineers allowance for EG-05 and EG-06 employees working in Prince Rupert	\$29,250	0.003%
Roll in allowance paid in Appendix BB to EG employees working at Fleet Maintenance Facilities at the Department of National Defence and creating a new allowance afterwards for current employees	\$2,031,215	0.22%
Roll in Appendix Z allowance paid to GT employees working as Fishery Officers and create a new allowance	\$4,152,806	0.45%
Roll in the Appendix AA allowance paid to GT employees working as Enforcement and Wildlife Officers at Environment Canada and create a new allowance	\$2,554,378	0.28%
Roll in allowance paid in Appendix DD to TI employees working as a Labour Affairs Officer at Employment and Social Development Canada and create a new allowance afterwards for Labour Affairs officers working at the TI-05 and TI-06 levels	\$1,400,639	0.15%
Roll in allowance paid in Appendix EE to TI employees working at Measurement Canada and create a new allowance of 12.88%	\$2,112,957	0.23%
Roll in (\$2,000) per year for the performance of grain inspection duties located in Vancouver and Prince Rupert for all PI	\$1,497,428	0.16%

employees, plus additional increase of 1.74%		
Roll in allowance paid in Appendix CC to GT employees working as Search and Rescue Coordinators in a Joint Rescue Coordination Centre and create new allowance afterwards for current employees in receipt	\$513,692	0.06%
Roll in Appendix W allowance paid to EG and GT Groups Working Shore-Based Positions at Canadian Coast Guard (CCG)	\$15,753	0.002%
New allowance of 13.42% for the aviation, marine and rail rates of pay found in Appendix A-1 plus converting the TI-TDG employees into the TI-Rail pay line	\$25,099,335	2.7%
Roll in Appendix X allowance paid to EG employees working at Health Canada at the Norway House and Percy E. Moore Hospitals and create a new allowance afterwards	\$281,085	0.031%
Increase shift premiums from \$2.00 to \$3.00 in Article 27	\$432,831	0.05%
Increase weekend premiums from \$2.00 to \$3.00 in Article 27	\$181,664	0.02%
Increase the number of hours of family related leave from 37.5 hours to 75 hours in a fiscal year under Article 47.	\$2,746,469	0.3%
Expand the definition of family for the case of bereavement leave under Article 51	\$599,726	0.07%
Increase the dangerous good cap from \$3.50 per day to \$150 per month under Article 62	\$36,351	0.004%
All overtime paid at double time in Article 28	\$15,019,644	1.64%
<b>Total</b>	<b>\$264,172,778</b>	<b>28.9%</b>

Note: The costing is ongoing for the Bargaining Agent request for a pensionable lump sum payment of \$100 per month starting in January 2020, and indexed by \$50 per year every subsequent year until the occupational group structure review is done; as such, this item is not included in the table above.

However, for the duration of the 2018-2022 collective agreement, this represents a cost of \$25,643,709 or 2.8% of the TC wage base.

In addition to the above-noted common and TC-specific proposals, the Bargaining Agent has additional proposals that although could not be costed due to unavailability of accurate data but would nevertheless increase the total costing of the Bargaining Agent's proposals, which is already significantly higher than the Employers proposals and the government fiscal capacity to increase benefits to the collective agreement. These proposals are the followings:

- Remove the 15 hours travelling time cap per Article 34.
- New - Ammunition technician allowance of 16.07% for GT employees.
- Increase the hours of work that can be worked during surveillance mode from 9.5 to 11.5 hours per Appendix C.
- New - Use of force allowance of \$3,000 per year for employees who are use of force specialists or instructing others in basic fire arms or defensive tactics.

## 1.5 Employer Proposals

The Employer proposes to negotiate improvements for the TC 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 MONETARY PROPOSALS</b>	<b>ONGOING COST</b>	<b>% OF WAGE BASE</b>
<b>Common proposals</b>		
10 days of paid leave for Domestic Violence	\$122,356	0.01%
Expanded provisions for definition of family (various articles)	\$531,983	0.06%
Parental leave without pay (standard/extended period)	Cost-neutral	0.00%
Caregiving Leave without Pay related to critical illness	\$679,646	0.07%
<b>TC-Specific proposals</b>		
Pattern economic increases over four years: 2.0%, 2.0%, 1.5%, and 1.5%	\$65,759,666	7.18%
An additional 1% for group-specific adjustments	\$9,826,146	1.07%
<b>TOTAL</b>	<b>\$76,919,797</b>	<b>8.39%</b>

The Employer's proposal 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.

## 1.6 Common Proposals

Twenty-three provisions, listed below, have been identified jointly by the parties as common proposals that apply to all four tables (PA, SV, TC and EB) currently in the PIC process.

On November 25, 2019, the Employer and the Bargaining Agent agreed that it was appropriate to make representations on these provisions only once and to do so during the PIC process for the PA group. This avoids unnecessary duplication in the respective submissions for the four groups, and limits the risk of having different recommendations on the same topics.

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 (RCMP)

### **1.7 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 five days of paid leave, and compensation for monetary and non-monetary losses. This agreement settled the damages portion of the pending recourses 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.

## **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 suggests that the Commission consider all elements of total compensation when making its recommendations for the TC 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 TC



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 largest employing departments for all six of the TC sub-groups.

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 TC occupational groups in comparison to the average for the CPA.

Table 6 below shows the TC groups population over the last five fiscal years. Over the reference period, the year over year increase for the EG and GT sub-groups has improved throughout the five fiscal years. These are the types of changes in population that one would expect coming out of a period of restraint. The decrease in population for the DD sub-group is due to the fact that very few job advertisements were run over the period (see Table 9). For the TI sub-group, while the population showed negative growth in three of the four years in the table, the overall population has increased by 7.6% since 2013-2014 due to a large inflow of employees in 2015-2016.

**Table 6: Population**

<b>Population</b>					
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>Population variation - DD group</b>					
<b>12-months average population</b>	100	90	82	73	64
<b>Year-to-year (y/y) increase</b>	-	-9.9%	-9.2%	-10.0%	-12.3%
<b>Core Public Administration (CPA) y/y increase</b>	-	-2.8%	-1.6%	0.4%	2.1%
<b>Population variation - EG group</b>					
<b>12-months average population</b>	5,999	5,787	5,644	5,614	5,709

<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.

<b>Year-to-year (y/y) increase</b>	-	-3.5%	-2.5%	-0.5%	1.7%
<b>Core Public Administration (CPA) y/y increase</b>	-	-2.8%	-1.6%	0.4%	2.1%
<b>Population variation - GT group</b>					
<b>12-months average population</b>	2,341	2,257	2,254	2,293	2,335
<b>Year-to-year (y/y) increase</b>	-	-3.6%	-0.1%	1.7%	1.8%
<b>Core Public Administration (CPA) y/y increase</b>	-	-2.8%	-1.6%	0.4%	2.1%
<b>Population variation - PI group</b>					
<b>12-months average population</b>	175	155	156	155	156
<b>Year-to-year (y/y) increase</b>	-	-11.5%	0.9%	-0.9%	0.8%
<b>Core Public Administration (CPA) y/y increase</b>	-	-2.8%	-1.6%	0.4%	2.1%
<b>Population variation - PY group</b>					
<b>12-months average population</b>	8	7	6	7	6
<b>Year-to-year (y/y) increase</b>	-	-13.5%	-16.9%	29.0%	-14.6%
<b>Core Public Administration (CPA) y/y increase</b>	-	-2.8%	-1.6%	0.4%	2.1%
<b>Population variation - TI group</b>					
<b>12-months average population</b>	1,498	1,496	1,631	1,623	1,612
<b>Year-to-year (y/y) increase</b>	-	-0.1%	9.0%	-0.5%	-0.7%
<b>Core Public Administration (CPA) y/y increase</b>	-	-2.8%	-1.6%	0.4%	2.1%

Source: Incumbent file

Notes:

1. Figures include employees working in departments and organizations of the CPA (FAA Schedules 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 very healthy hiring rates, externally and internally for the TC group. The EG, GT and TI sub-groups (which represent 98% of the TC bargaining unit) all had robust hiring rates over the referenced period. The EG group has had a significant increase in total hires since 2014-2015, with the number of hires increasing substantially. The GT sub-group has shown even larger increases in total hirings, with the rate more than doubling since 2013-2014. Finally, the TI group has had significant hiring increases in 2014-2015 and 2015-2016.

**Table 7: Hiring**

<b>Hiring</b>					
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>Hiring - DD group</b>					
<b>External Hiring</b>	0	3	2	5	3
<b>Internal Hiring</b>	1	0	2	1	0
<b>Total Hiring (external and internal)</b>	1	3	4	6	3
<b>Total Hiring Rate</b>	1.0%	3.3%	4.9%	8.2%	4.7%
<b>CPA Total Hiring Rate</b>	4.1%	5.5%	6.9%	9.2%	11.6%
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>Hiring - EG Group</b>					
<b>External Hiring</b>	187	195	204	386	482
<b>Internal Hiring</b>	89	66	63	103	113
<b>Total Hiring (external and internal)</b>	276	261	267	489	595
<b>Total Hiring Rate</b>	4.6%	4.5%	4.7%	8.7%	10.4%
<b>CPA Total Hiring Rate</b>	4.1%	5.5%	6.9%	9.2%	11.6%
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>Hiring - GT Group</b>					
<b>External Hiring</b>	75	90	110	108	183
<b>Internal Hiring</b>	74	73	107	106	139
<b>Total Hiring (external and internal)</b>	149	163	217	214	322
<b>Total Hiring Rate</b>	6.4%	7.2%	9.6%	9.3%	13.8%
<b>CPA Total Hiring Rate</b>	4.1%	5.5%	6.9%	9.2%	11.6%
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>Hiring - PI Group</b>					
<b>External Hiring</b>	5	20	8	15	12
<b>Internal Hiring</b>	0	3	1	1	1
<b>Total Hiring (external and internal)</b>	5	23	9	16	13
<b>Total Hiring Rate</b>	2.9%	14.9%	5.8%	10.4%	8.3%
<b>CPA Total Hiring Rate</b>	4.1%	5.5%	6.9%	9.2%	11.6%
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>Hiring - PY Group</b>					
<b>External Hiring</b>	0	0	1	1	0
<b>Internal Hiring</b>	0	0	0	0	0
<b>Total Hiring (external and internal)</b>	0	0	1	1	0
<b>Total Hiring Rate</b>	0.0%	0.0%	17.4%	13.5%	0.0%
<b>CPA Total Hiring Rate</b>	4.1%	5.5%	6.9%	9.2%	11.6%

	2013-14	2014-15	2015-16	2016-17	2017-18
<b>Hiring - TI Group</b>					
<b>External Hiring</b>	54	166	140	44	102
<b>Internal Hiring</b>	22	68	57	30	31
<b>Total Hiring (external and internal)</b>	76	234	197	74	133
<b>Total Hiring Rate</b>	5.1%	15.6%	12.1%	4.6%	8.2%
<b>CPA Total Hiring Rate</b>	4.1%	5.5%	6.9%	9.2%	11.6%

Source: PSC Appointments file

Notes:

1. Figures include employees working in departments and organizations of the CPA (FAA Schedules 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. Internal hiring includes hires to the group from other groups within the CPA.
5. Total hiring rates are calculated by dividing the number of external and internal hires in a given fiscal year by the average number of employees.

Table 8 shows separation rates for the TC bargaining unit. From 2015-2016 to 2017-2018, the EG and TI separation rates (which comprises 74% of the bargaining unit) have been consistently below that of the CPA average. In terms of the GT sub-group, the reason for the higher overall separation rates compared to the CPA average is due to the number of internal separations.

Overall, approximately 40% of the TC internal separations have been to the PA bargaining unit – in particular, to the Administrative Services (AS), Clerical and Regulatory (CR), Information Services (IS), or the Programme Administration (PM) sub-groups of the Program and Administrative Services (PA) bargaining unit. These internal separations are a natural part of mobility in the public service and wage increases within the TC group have outpaced those of the PA group (see Table 15).

**Table 8: Separations**

<b>Separations</b>					
	2013-14	2014-15	2015-16	2016-17	2017-18
<b>Separations - Voluntary - Non-Retirements group - DD group</b>					
<b>External Separations</b>	6	10	5	5	7
<b>Voluntary - Non-Retirements</b>	2	2	0	0	1
<b>Voluntary - Retirements</b>	2	5	4	4	6
<b>Involuntary</b>	2	3	1	1	0
<b>Unspecified</b>	0	0	0	0	0

<b>Internal Separations</b>	7	4	6	10	7
<b>Total Separations (internal and external)</b>	13	14	11	15	14
<b>Total Separation Rate</b>	13.0%	15.6%	13.5%	20.5%	21.8%
<b>CPA Total Separation Rate</b>	8.3%	7.5%	7.9%	8.3%	8.5%
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>Separations - Voluntary - Non-Retirements group - EG group</b>					
<b>External Separations</b>	426	344	326	320	324
<i>Voluntary - Non-Retirements</i>	68	44	59	26	29
<i>Voluntary - Retirements</i>	192	230	229	251	254
<i>Involuntary</i>	166	70	38	39	19
<i>Unspecified</i>	0	0	0	4	22
<b>Internal Separations</b>	87	77	86	126	153
<b>Total Separations (internal and external)</b>	513	421	412	446	477
<b>Total Separation Rate</b>	8.6%	7.3%	7.3%	7.9%	8.4%
<b>CPA Total Separation Rate</b>	8.3%	7.5%	7.9%	8.3%	8.5%
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>Separations - Voluntary - Non-Retirements group - GT group</b>					
<b>External Separations</b>	159	133	123	127	141
<i>Voluntary - Non-Retirements</i>	23	21	20	22	22
<i>Voluntary - Retirements</i>	83	96	86	87	103
<i>Involuntary</i>	53	16	17	15	5
<i>Unspecified</i>	0	0	0	3	11
<b>Internal Separations</b>	73	81	52	82	129
<b>Total Separations (internal and external)</b>	232	214	175	209	270
<b>Total Separation Rate</b>	9.9%	9.5%	7.8%	9.1%	11.6%
<b>CPA Total Separation Rate</b>	8.3%	7.5%	7.9%	8.3%	8.5%
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>Separations - Voluntary - Non-Retirements group - PI group</b>					
<b>External Separations</b>	69	22	12	7	17
<i>Voluntary - Non-Retirements</i>	3	5	0	3	5
<i>Voluntary - Retirements</i>	14	7	6	3	6
<i>Involuntary</i>	52	10	6	1	6
<i>Unspecified</i>	0	0	0	0	0
<b>Internal Separations</b>	2	2	1	4	2
<b>Total Separations (internal and external)</b>	71	24	13	11	19
<b>Total Separation Rate</b>	40.6%	15.5%	8.3%	7.1%	12.2%
<b>CPA Total Separation Rate</b>	8.3%	7.5%	7.9%	8.3%	8.5%
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>

<b>Separations - Voluntary - Non-Retirements group - PY group</b>					
<b>External Separations</b>	0	1	0	1	0
<i>Voluntary - Non-Retirements</i>	0	0	0	0	0
<i>Voluntary - Retirements</i>	0	1	0	1	0
<i>Involuntary</i>	0	0	0	0	0
<i>Unspecified</i>	0	0	0	0	0
<b>Internal Separations</b>	0	2	0	0	1
<b>Total Separations (internal and external)</b>	0	3	0	1	1
<b>Total Separation Rate</b>	0.0%	43.4%	0.0%	13.5%	15.8%
<b>CPA Total Separation Rate</b>	8.3%	7.5%	7.9%	8.3%	8.5%
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>Separations - Voluntary - Non-Retirements group - TI group</b>					
<b>External Separations</b>	108	125	104	84	92
<i>Voluntary - Non-Retirements</i>	21	17	27	8	13
<i>Voluntary - Retirements</i>	67	94	68	67	72
<i>Involuntary</i>	20	14	9	7	4
<i>Unspecified</i>	0	0	0	2	3
<b>Internal Separations</b>	21	28	19	24	27
<b>Total Separations (internal and external)</b>	129	153	123	108	119
<b>Total Separation Rate</b>	8.6%	10.2%	7.5%	6.7%	7.4%
<b>CPA Total Separation Rate</b>	8.3%	7.5%	7.9%	8.3%	8.5%

Source: Mobility file as of April 2019 ; PSC Appointments file

Notes:

1. Figures include employees working in departments and organizations of the (FAA Schedules 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. Internal separations are separations from the group to other groups within the CPA.
5. Total Separations rates are calculated by dividing the number of external and internal separations in a given fiscal year by the average number of employees.

Table 9 presents job advertisement figures for the TC sub-groups. The analysis shows that the total number of screened-in applications, per job advertisement, have been strong over the 5-year period, providing departments with a large pool of qualified applicants in times of hiring needs.

**Table 9: Job advertisements**

<b>Job Advertisements</b>					
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>Total Advertisements</b>					
DD	1	0	2	3	3
EG	146	131	163	167	172
GT	43	41	49	66	61
PI	1	3	4	1	4
PY	0	1	2	0	0
TI	25	45	31	30	41
CPA median	9	8	10	9	14
<b>Total Applications per Advertisement</b>					
DD	137	-	28	57	45
EG	106	91	74	90	90
GT	143	111	78	88	109
PI	103	95	103	40	81
PY	-	76	54	-	-
TI	115	141	110	65	92
CPA median	82	84	95	74	132
<b>Total Applications Screened-In Per Job Advertisement</b>					
DD	137	-	25	43	43
EG	90	76	61	62	68
GT	104	87	60	71	80
PI	103	95	102	15	79
PY	-	44	37	-	-
TI	72	90	68	49	72
CPA median	62	76	66	52	98
<i>Source: Public Service Commission PSRS Extracts</i>					

**Notes:**

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

**Public Service Employee Survey Results**

The Public Service Employment Survey includes certain indicators measuring employees overall job satisfaction, as well as mobility and retention.

Table 10 shows that the majority of employees in the TC 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, replicating the pattern negotiated with 34 groups in the federal public service, in very reasonable.

**Table 10: Overall Job Satisfaction**

<b>Q14. Overall, I like my job.</b>		
		<b>Positive (%)</b>
		2018
TC	DD	84
	EG	81
	GT	84
	PI	85
	PY	-
	TI	78
<b>Public Service Average</b>		80

Table 11 shows that TC employees are less likely to leave their position over the next two years, as compared to the public service average. This once again points to evidence that TC employees have an overall high sense of job satisfaction and that they are not actively looking to leave their current position.

**Table 11: Intention to Leave Current Position**

<b>Q46. Do you intend to leave your current position in the next two years?</b>				
		<b>2018 PSES Survey</b>		
		<b>Yes (%)</b>	<b>No (%)</b>	<b>Not Sure (%)</b>
TC	DD	19	43	38
	EG	17	48	35
	GT	18	44	38
	PI	12	60	28
	PY	-	-	-
	TI	18	44	38
<b>Public Service Average</b>		27	39	35

## 2.2 External comparability

This section compares TC 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 primary and secondary research at the occupational-group level. National trends guide compensation decisions.

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

### **2.2.1 Summary of previous External Wage and Total Compensation Comparability Studies**

In November 2019, Korn Ferry completed a study to evaluate the competitiveness of its base salary levels for 15 positions in the TC group relative to the external market. For the selected positions, secondary research was completed using external salary surveys to conduct the market analysis. Korn Ferry used four commercially available salary surveys (Mercer, Towers Watson, Morneau Shepell, and Korn Ferry proprietary database). Matches for these 15 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. 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 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 12 indicates that TC wages are either comparable or lead the market for every single position. Not one single position was found to be lagging the market.

The results for the Civil Aviation Safety Inspector – Airworthiness (TI-06), Regional Railway Inspector, Equipment and/or Operations (TI-06), and Junior Research Technician (EG-04) were found to be leading the market, while all of the remaining positions were deemed to be comparable 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 push two more positions ahead of the market and improve their competitiveness in the comparable range of plus or minus 10% for the remaining.

**Table 12: Wage Study Results**

Stream	Job	TBS Position	Classification Level	TBS Max Salary <sup>1</sup>	Base Salary	
					Average Market P50 (\$)²	TBS Max vs Market P50³
Technical Inspection	1	Civil Aviation Safety Inspector – Airworthiness	TI-06 (Aviation)	\$98,829	\$87,599	12.8%
	2	Regional Railway Inspector, Equipment and/or Operations	TI-06 (Rail)	\$95,430	\$78,500	21.6%
	3	Technical Team Lead (TTL) – Airworthiness	TI-07 (Aviation)	\$111,710	\$102,864	8.6%
	4	Senior Marine Inspector	TI-07 (Marine)	\$109,694	\$103,736	5.7%
General Technical	5	Fishery Officer	GT-04	\$74,124	\$67,814	9.3%
	6	Fishery Supervisor	GT-05	\$82,832	\$86,977	-4.8%
	7	Senior Enforcement Officer (Environmental Inspector)	GT-05	\$82,832	\$87,076	-4.9%
Engineering and Scientific Support	8	Junior Research Technician (entomology)	EG-04	\$72,804	\$63,149	15.3%
	9	Mechanical Engineering Technologist	EG-04	\$72,804	\$69,951	4.1%
	10	Research Technician (microbiology)	EG-05	\$80,083	\$75,647	5.9%
	11	Senior Mechanical Engineering Technologist	EG-05	\$80,083	\$84,575	-5.3%
	12	Expert Technologist / Advisor - Laboratory	EG-06	\$88,091	\$84,526	4.2%
	13	Senior Project Technologist (Mechanical) / Project Manager	EG-06	\$88,091	\$94,090	-6.4%
	14	Team Leader (Technical Engineering) - Group Leader (Field Trial Support Services) / Project Manager	EG-07	\$96,902	\$101,860	-4.9%
	15	Facilities Manager	EG-07	\$96,902	\$99,314	-2.4%

**Legend**

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

**Notes:**

- (1) Reflects the maximum base salary range effective as of June 22, 2017 to June 21, 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.

The results of the Korn Ferry 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.

### 2.2.2 Total Compensation Estimate

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 a 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. The results for the Civil Aviation Safety Inspector – Airworthiness (TI-06), Regional Railway Inspector, Equipment and/or Operations (TI-06), Technical Team Lead – Airworthiness (TI-07), Fishery Supervisor (GT-05), and Junior Research Technician (EG-04) were found to be leading the market, while all of the remaining positions were deemed to be comparable with the market.

Once again, it should also be noted that the results in the study compares TBS 2017 rates vs 2018 markets rates; applying the Employer's year one proposal would push three more positions ahead of the market and improve their competitiveness in the comparable range of plus or minus 10% for the remaining.

**Table 13: Total Compensation Study Results**

Stream	Job	TBS Position	Classification Level	TBS Total Compensation			Base Salary			TBS vs. Market Total Compensation Variance <sup>3</sup>	
				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	(\$)	(%)
Technical Inspection	1	Civil Aviation Safety Inspector – Airworthiness	TI-06 (Aviation)	\$98,829	\$18,893	\$117,722	\$87,599	\$14,297	\$101,896	\$15,826	15.5%
	2	Regional Railway Inspector, Equipment and/or Operations	TI-06 (Rail)	\$95,430	\$18,351	\$113,781	\$78,500	\$13,167	\$91,667	\$22,114	24.1%
	3	Technical Team Lead (TTL) – Airworthiness	TI-07 (Aviation)	\$111,710	\$20,946	\$132,656	\$102,864	\$16,269	\$119,133	\$13,523	11.4%
	4	Senior Marine Inspector	TI-07 (Marine)	\$109,694	\$20,626	\$130,320	\$103,736	\$16,304	\$120,040	\$10,280	8.6%
General Technical	5	Fishery Officer	GT-04	\$74,124	\$14,955	\$89,079	\$67,814	\$11,881	\$79,695	\$9,384	11.8%
	6	Fishery Supervisor	GT-05	\$82,832	\$16,343	\$99,175	\$86,977	\$14,033	\$101,010	-\$1,835	-1.8%
	7	Senior Enforcement Officer (Environmental Inspector)	GT-05	\$82,832	\$16,343	\$99,175	\$87,076	\$14,046	\$101,122	-\$1,947	-1.9%
Engineering and Scientific Support	8	Junior Research Technician (entomology)	EG-04	\$72,804	\$14,746	\$87,550	\$63,149	\$10,633	\$73,782	\$13,768	18.7%
	9	Mechanical Engineering Technologist	EG-04	\$72,804	\$14,746	\$87,550	\$69,951	\$11,431	\$81,382	\$6,168	7.6%
	10	Research Technician (microbiology)	EG-05	\$80,083	\$15,905	\$95,988	\$75,647	\$12,254	\$87,901	\$8,087	9.2%
	11	Senior Mechanical Engineering Technologist	EG-05	\$80,083	\$15,905	\$95,988	\$84,575	\$13,314	\$97,889	-\$1,901	-1.9%
	12	Expert Technologist / Advisor - Laboratory	EG-06	\$88,091	\$17,181	\$105,272	\$84,526	\$13,038	\$97,564	\$7,708	7.9%
	13	Senior Project Technologist (Mechanical) / Project Manager	EG-06	\$88,091	\$17,181	\$105,272	\$94,090	\$14,143	\$108,233	-\$2,961	-2.7%
	14	Team Leader (Technical Engineering) - Group Leader (Field Trial Support Services) / Project Manager	EG-07	\$96,902	\$18,587	\$115,489	\$101,860	\$14,890	\$116,750	-\$1,261	-1.1%
	15	Facilities Manager	EG-07	\$96,902	\$18,587	\$115,489	\$99,314	\$14,600	\$113,914	\$1,575	1.4%

**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.

**Comparison of External Wage Growth**

**Table 14: TC Wage Growth vs. Other Sectors between 2010 and 2017**

External Cumulative Increase Comparison (2010 - 2017)								
	HRSDC Public Sector	HRSDC Private Sector	CPI	TC Group				
				EG	GT	PY	PI	TI
<b>Cumulative Increase</b>	10.3%	13.6%	11.9%	13.3%	12.0%	11.6%	11.6%	14.2%

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

As is shown in Table 14, despite the negative impact of the DRAP from 2011-2012 to 2015-2016 and the *Expenditure Restraint Act* in 2010-2011, TC groups wage

growth for the majority of the population (EG, GT, and TI), from 2010 to 2017 (12.0% to 14.2%), significantly outpaced increases in the public sector (10.3%, as measured by HRSDC<sup>6</sup>), and outpaced cumulative increases as represented by the change in CPI inflation (11.9%).

## 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.

Comparative analysis of internal cumulative wage growth can be challenging since no internal groups in the CPA are directly comparable to the TC group. An examination of internal mobility was therefore conducted to determine which occupational groups TC employees typically move into, and to compare their respective wage growth.

As previously mentioned in the recruitment and retention section, approximately 40% of all internal separations from the TC sub-groups were into the AS, CR, IS or PM sub-groups. As shown in table 15 below, the cumulative increases received by the majority of the TC sub-groups were higher than the increases for the PA sub-groups. Since the TC wages have had increases on par or superior to the PA sub-groups included in the table, the internal separations for the TC sub-groups are most likely due to the natural mobility of the public service and not due to wage discrepancies.

**Table 15: TC Wage Growth vs. Other Groups in the CPA**

Internal Cumulative Increase Comparison (2010 - 2017)									
	PA Group				TC Group				
	AS	CR	IS	PM	EG	GT	PY	PI	TI
Cumulative Increase	11.8%	11.6%	11.6%	11.6%	13.3%	12.0%	11.6%	11.6%	14.2%

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

<sup>6</sup> Wage settlements as reported by Human Resources and Skills Development Canada (HRSDC) for employers that have more than 500 unionized employees. These data are weighted averages of the annual percentage 'adjustments' in 'base rates' during the period covered by the settlements. The 'base rate' is the wage rate of the lowest paid classification containing a significant number of qualified workers in the bargaining unit. The 'adjustments' include such payments as restructures and estimated cost-of-living allowance.

During the current round of collective bargaining, there has been no demonstration of issues with regards to internal relativity for the TC 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 TC 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 sections outline 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% before slowing markedly to 1.9% in 2018 (Table 16). The outlook for real GDP projects growth further deteriorating to 1.5% in 2019 and 1.6% in 2020. Over the 2014 to 2017 period, real economic growth averaged 1.9%, higher than the average outlook for growth of 1.7% 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 16: Real Gross Domestic Production, Year-over-year growth**

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

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

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

### The Consumer Price Index

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

**Table 17: Canada's Major Economic Indicators, year-over-year growth**

Indicator <sup>7</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.

### Canadian employment growth

Canadian labour market conditions have improved with the unemployment rate declining from a high of 6.8% in January 2017 to a low of 5.6% in November 2018 and reached a 40-year low of 5.4% in May 2019<sup>8</sup>. The unemployment rate is

<sup>7</sup> Data was taken from Statistics Canada and Consensus Forecasts, September 2019

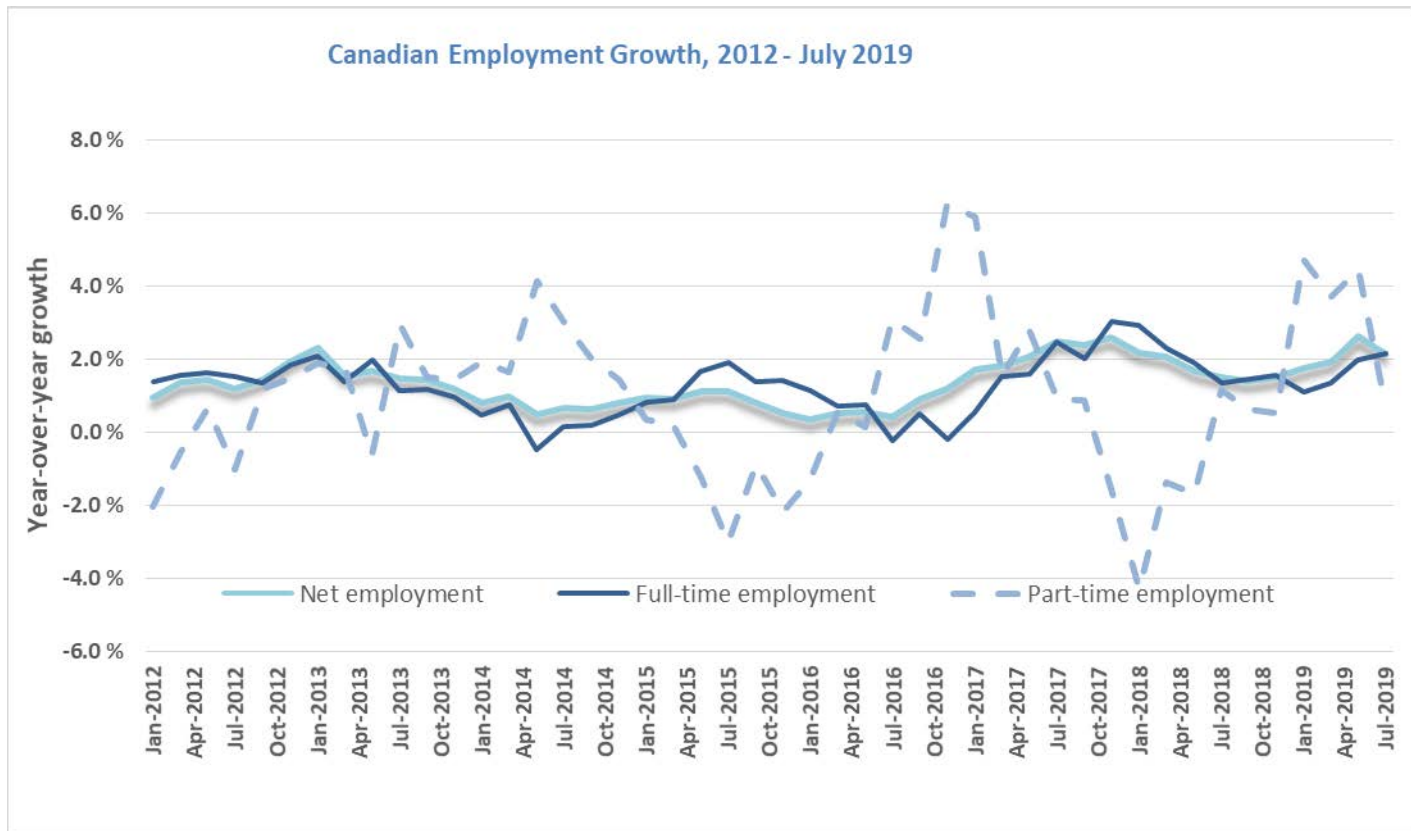
<sup>8</sup> Statistics Canada, The Daily, Labour Force Survey, September 2019.



expected to remain flat at 5.7% for 2019 and 2020<sup>9</sup> (table 4). Moreover, since June 2018, the economy has generated close to 445 000 jobs.

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

### 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>10</sup>, '*the rise of insecure work in the gig economy has fuelled a "lost decade" in wage growth in Britain.*'

<sup>9</sup> Consensus Forecasts, October 2019.

<sup>10</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>11</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>12</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>13</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>14</sup>. This advantage grows even larger when comparing defined benefit (DB) pension plan coverage, where pension benefits are guaranteed by the Employer, with public sector workers more than eight times more likely to be covered (79.1% versus 9.2%).

---

<sup>11</sup> The Size and Characteristics of Informal ("Gig") Work in Canada (June 2019), Staff Analytical Note, Bank of Canada.

<sup>12</sup> Gig workers are typically classified as independent contractors, not employees.

<sup>13</sup> Statistics Canada, Custom tabulation of 2015 wages and salaries from the 2016 Census.

<sup>14</sup> Pension plans in Canada, as of January 1, 2018, Statistics Canada, June 6, 2019.

DB 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>15</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>16</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>17</sup> This analysis excludes job losses as a 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>18</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'.*

Public sector workers are increasingly isolated from the labour market realities experienced in the private sector, enjoying higher wages, better pensions, better benefits, and much greater job security. Federal public service workers, TC group

---

<sup>15</sup> The extinction of defined-benefit pension plans is almost upon us, Frederick Vettese, The Globe and Mail October 4, 2018.

<sup>16</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>17</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.

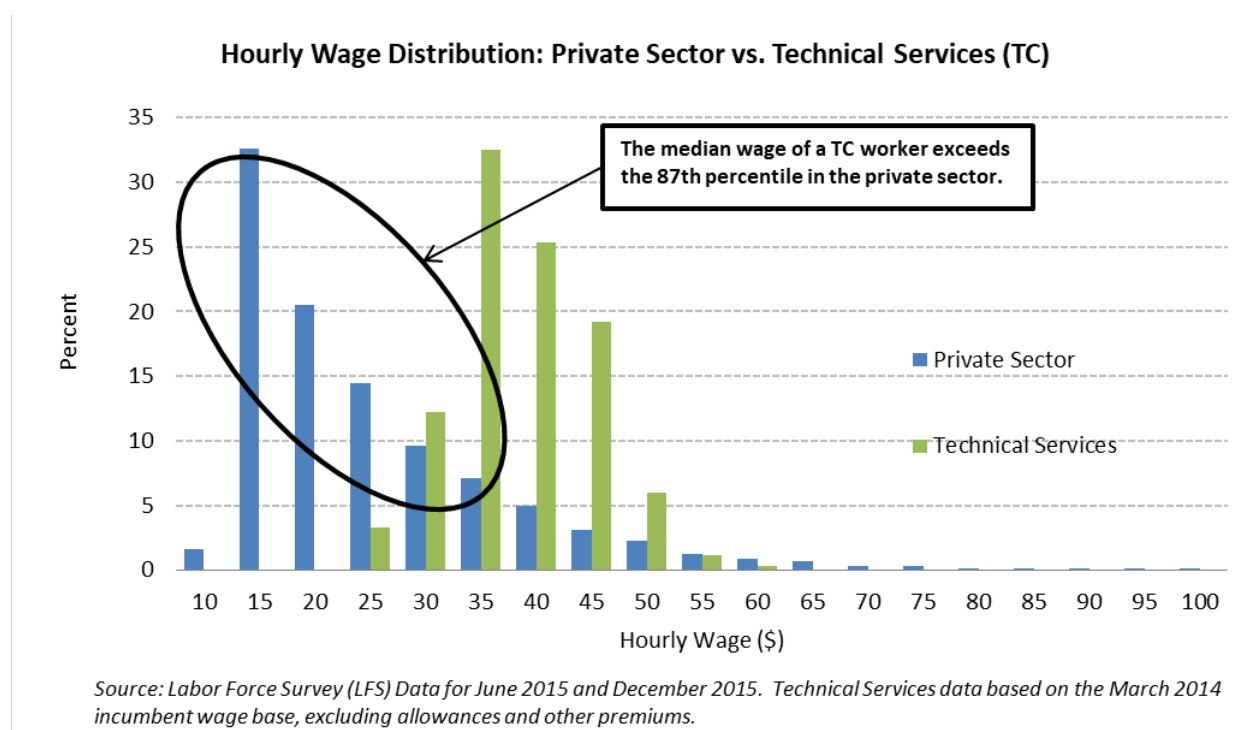
<sup>18</sup> Results Report: Pension and Benefit Benchmarking by Industry Sector. Mercer (2019).

members included, are the 'privileged among the privileged', with superior working conditions to many other public sector workers.

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 TC group relative to the Private Sector

Results for the Labour Force Survey show how TC hourly rates of pay compare to that of the private sector. As shown in the chart below, the median wage for TC workers exceeds the 87th percentile in the private sector. Even though the private sector is not a direct comparator for the TC 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 taxes and/or the GST.



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 TC group 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>19</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% set by the Bank of Canada is more than two and half times lower than the pre-recession peak of 4.5% in August 2007. According to TD Economics, central banks have limited room to provide stimulus in the event of a recession.<sup>20</sup>

Personnel costs of \$60.3 billion dollars in 2017-18 were the single largest component of direct program expenses, representing 41% of these costs.<sup>21</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% of the entire cost of the Employment Insurance program for all of Canada for 2018-19<sup>22</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 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. While pensions and benefits are not bargained directly

---

<sup>19</sup> Annual Financial Report of the Government of Canada Fiscal Year 2018–2019, Finance Canada.

<sup>20</sup> TD bank, What to Expect from Central Banks in the Next Global Downturn, October 2019.

<sup>21</sup> Public accounts of Canada 2018, Volume 1.

<sup>22</sup> Employment insurance costs taken from Table 3 of the Annual Financial Report of the Government of Canada for 2018-19

with the TC group, they provide a very 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.

### **Risks to the Outlook**

According to the Bank of Canada<sup>23</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 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 Organisation for Economic Co-operation and Development (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>24</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.

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>25</sup> of the effects on Canada if global GDP growth was only 2.25% 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 year for the next two years, what the impact on Canada would be.

---

<sup>23</sup> Bank of Canada Monetary Policy Report, October 2019.

<sup>24</sup> OECD, Interim Economic Outlook, September 2019.

<sup>25</sup> 'Scenario with more pronounced global slowdown', October 30, 2019, Bank of Canada Monetary Policy Report.

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%. This would lead to lower employment, inflation, wages and 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>26</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% 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 TC group far exceed the pattern established in the federal public service. They are also well in excess of broader public sector trends across Canada.

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

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

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

The Employer proposes to replicate the same or equivalent improvements to members of the TC bargaining unit, which would provide for a fair and reasonable collective agreement. The evidence provided in this brief does not suggest or

---

<sup>26</sup> Statistics Canada, The Daily, September 13, 2019. National balance sheet and financial flow accounts, second quarter 2019.

support that the TC 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 2% to 5% 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 TC 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.

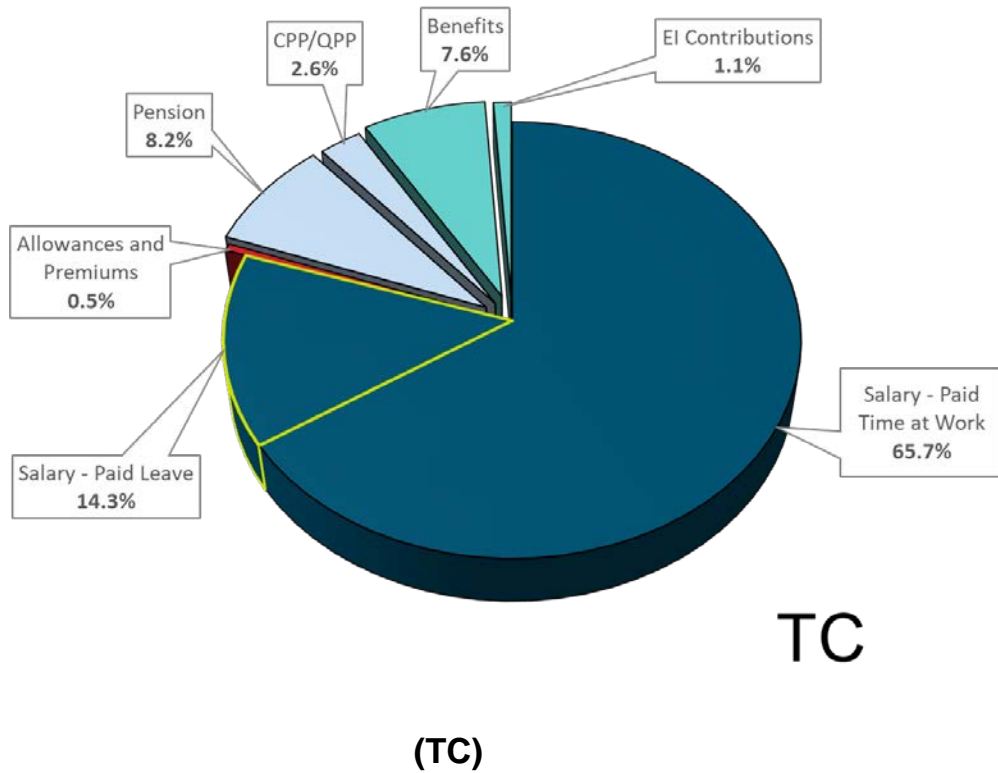
As seen in Chart 2, which provides a detailed breakdown of total compensation of a typical TC employee, employees in the TC group enjoy a substantial total compensation package:

- Base pay represents 65.7% of total compensation;



- Pension and benefits, including life and disability insurance, health and dental plans, represent 15.8% of total compensation; and
- Allowances and premiums account for 0.5% of total compensation.

**Chart 2 –Total Compensation Components – Technical Services**



---

## Methodology

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

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

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

**Benefits:** Estimated 2017/18 value based on the average cost per employee (health and dental benefits) or as a share of payroll for the Core Public Administration (long-term disability, death benefits, maternity/paternity supplemental benefits) applied to the respective maximum rate of pay. The amount for Post-Employment Health and Dental benefits represents the present value of 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 18 below compares the wage proposals from the Employer and the Bargaining Agent.

**Table 18: Employer and Bargaining Agent Wage Proposals**

	<b>EMPLOYER PROPOSAL</b>	<b>BARGAINING AGENT PROPOSAL</b>
<b>Economic increases</b>	<p><u>On June 22, 2018</u>, increase rates of pay by 2.0%.</p> <p><u>On June 22, 2019</u>, increase rates of pay by 2.0%.</p> <p><u>On June 22, 2020</u>, increase rates of pay by 1.50%.</p> <p><u>On June 22, 2021</u>, increase rates of pay by 1.50%.</p>	<p><u>On June 22, 2018</u>, increase rates of pay by 3.25%.</p> <p><u>On June 22, 2019</u>, increase rates of pay by 3.25%.</p> <p><u>On June 22, 2020</u>, increase rates of pay by 3.25%.</p>
<b>Wage adjustments or restructures</b>	<p>Aligned with the established pattern, additional monetary measures totalling 1% of the TC wage base.</p> <p>As part of the 1%, the Employer is prepared to consider measures to address the following proposals:, in whole or in part:</p> <ul style="list-style-type: none"> <li>Align the salaries between employees in the EG sub-group with those at the Canadian Food Inspection Agency (CFIA), which represents 2.04% of the TC wage base.</li> <li>Appendix W - Increase amount paid to GT-06 and GT-07 employees working shore-based positions and expand application, which represents 0.001% of the TC wage base.</li> <li>Appendix AA - Expand application of allowance to GT-06 and GT-07 employees working as Enforcement Officers, which represents 0.02% of the TC wage base.</li> <li>Appendix BB - Expand application of allowance to employees working at the Fleet Maintenance Facilities (FMF), which represents 0.03% of the TC wage base.</li> </ul>	<p><u>Engineering and Scientific Support (EG) group</u></p> <p>Align EG salaries for all employees in the EG group with those at the Canadian Food Inspection Agency by adding one additional increment at all levels effective June 22, 2018.</p> <p>Wage Adjustments effective June 22, 2018:</p> <p><u>All subgroups</u></p> <ul style="list-style-type: none"> <li>Expand and roll all current allowances into salary. All such allowances will be subject to all future economic increases.</li> <li>Add two increments to the top of all pay scales, drop the lowest two increments from the bottom of all pay scales. All members to immediately move up their pay scales by two increments.</li> </ul> <p><u>Primary Products Inspection Group</u></p> <p><u>Grain Inspection subgroup</u></p> <ul style="list-style-type: none"> <li>Roll-in the supplement of two thousand dollars (\$2,000) per year specified at Pay Note #4 to all PI-CGC scales and apply this new rate to all PI employees, regardless of location.</li> <li>Increase all PI pay scales by an additional 1.74%.</li> </ul> <p><u>Technical Inspection Group</u></p>

	<ul style="list-style-type: none"> <li>Appendix CC - Expand application of allowance to GT-06 employees working in Joint Rescue Coordination Center (JRCC), which represents 0.002% of the TC wage base.</li> <li>Appendix DD - Expand application of allowance to TI-06 employees, which represents 0.01% of the TC wage base.</li> </ul>	<ul style="list-style-type: none"> <li>After applying Appendix EE to all TIs at the Canadian Grain Commission (CGC), roll the \$3,000 allowance into the salary of all TIs who work at CGC.</li> </ul> <p><u>Technical Inspection Group: aviation, marine, railway safety (Appendix A-1)</u></p> <ul style="list-style-type: none"> <li>Increase Appendix A-1 as follows:                         <ul style="list-style-type: none"> <li>TI – Aviation (including CASI-OSH, Aerodromes, and Aviation Security): 13.42% increase to the A-1 rates for TI-05 to TI-08.</li> <li>TI – Marine (including Marine Security): 13.42% increase for TI-05 to TI-08.</li> </ul> </li> </ul> <p>TI – Rail (including Rail Security): 13.42% increase for TI-06 to TI-08.</p>
<b>TOTAL</b>	<p><b><u>\$76,919,797</u></b>  <b><u>8.39%</u></b></p>	<p><b><u>\$264,172,778</u></b>  <b><u>28.9%</u></b></p>

The Bargaining Agent's wage proposals are significant. The PSAC proposes a cumulative wage increase of 28.9% over three years. In contrast, the pattern established in the federal public service is 8.39% 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.

As indicated above, the Employer is prepared to consider the above-noted economic group-specific measures as part of the 1% envelope.

However, including all of the aforementioned measures represents approximately 2.1 % of the TC wage base, which is significantly more than the 1% the Employer is prepared to allocate to group-specific measures during this round of bargaining.

As such, the Employer respectfully requests that the Commission focus on the areas that have a high impact on retention and recruitment and are most amenable to improvement. Part IV of the Employer's brief provides detailed remarks on these measures.

**Part IV – Employer's Submission  
On Other Outstanding TC Group-Specific  
Issues**

This section includes the Employer's recommendations for all outstanding proposals that are specific to the TC group.

As agreed by the parties on November 25, 2019, the Employer's recommendations for outstanding proposals that are common for all PSAC groups will be dealt with during the PA group PIC proceeding, scheduled for December 4 to 7, 2019.

1. Article 25 – Hours of Work
2. Article 27 – Shift and weekend premiums
3. Article 28 – Overtime
4. Article 29 – Call-Back Pay
5. Article 34 – Travelling Time
6. Article 41 – Injury-on-Duty Leave
7. Article 47 – Leave with Pay for Family-Related Responsibilities
8. Article 51 – Bereavement Leave
9. Article 57 – Statement of duties
10. Article 60 – Correctional Service Specific Duty Allowance
11. Article 62 – Dangerous Goods
12. Article 68 – Duration
13. Appendix A-1 – Technical Inspection Group Pay Notes
14. Appendix C – Memorandum of Agreement concerning Fishery Officers in the General Technical Group, working on off-shore surveillance on the Department of Fisheries and Oceans
15. Appendix I – Memorandum of Agreement Concerning Employees in the Engineering and Scientific Support Group in the Sea Lamprey Control Unit
16. Appendix K – Special Provisions for Employees Concerning Diving Duty Allowance, Vacation Leave With Pay, National Consultation Committee and Transfer at Sea
17. Appendix M – Hours of work for employees in the Primary Products Inspection (PI) Group
18. Appendix W – Memorandum of Understanding in respect of employees in the engineering and scientific support (EG) and general technical (GT) groups working shore-based positions at Canadian Coast Guard (CCG)
19. Appendix X – Memorandum of Understanding in Respect of the Employees in the Engineering and Scientific Support (EG) Group Working at Health Canada at the Norway House and Percy E. Moore Hospitals
20. Appendix Z – Memorandum of Understanding in Respect of Employees in the General Technical (GT) Group Working as Fishery Officers

21. Appendix AA – Memorandum of Understanding in respect of employees in the general technical (GT) group working as enforcement and wildlife officers at Environment Canada
22. Appendix BB – Memorandum of Understanding in respect of employees in the Engineering and Scientific Support (EG) Group working at Fleet Maintenance facilities or Formation Technical Authority at the Department of National Defense
23. Appendix CC – Memorandum of Understanding in respect of employees in the General Technical (GT) group working as Search and Rescue Coordinators in a Joint Rescue Coordination Centre (JRCC)
24. Appendix DD – Memorandum of Understanding in respect of employees in the Technical Inspector (TI) group working as Labour Affairs Officers at Employment and Social Development Canada
25. Appendix EE – Memorandum of Understanding in Respect of Employees in the Technical Inspector (TI) Group Working at Measurement Canada
26. Appendix GG – 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 for the Technical Services (TC) Bargaining Unit
27. Various articles – Enforcement Workers
28. New Article XX – Whistleblowing
29. New Appendix “X-2” – Ammunition Technicians
30. New Appendix “X-3” – Pharmacy Technicians
31. New Appendix “X-4” – Aircraft Maintenance Engineers



## Article 25 – Hours of Work

### Union Proposal

~~25.11 Before the Employer changes day workers into shift workers, or changes shift workers into day workers, the Employer, in advance, will consult with the Alliance on such hours of work, and in such consultation, will show that such hours are required to meet the needs of the public and/or efficient operations.~~ **The Employer shall not change day workers into shift workers nor change shift workers into day workers without mutual agreement between the Employer and the Alliance.**

### Employer Proposal

#### **25.10 Notice of change of schedule for shift workers**

If an employee is given less than ~~seven (7) days'~~ **forty-eight (48) hours'** advance notice of a change in his or her shift schedule, the employee will receive a premium rate of time and one half (1 1/2) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time. Such employee shall retain his or her previously scheduled days of rest next following the change or if worked, such days of rest shall be compensated in accordance with the overtime provisions of this collective agreement.

### **Remarks:**

#### Clause 25.11

The Bargaining Agent is proposing that the Employer obtain agreement of the Bargaining Agent before changing day workers into shift workers.

The Employer submits that determining hours of work, including modifying shift schedule is a management prerogative and firmly believes that this is a management right that must be protected to allow the Employer to deliver its mandate and meet its operational obligations.

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.

The language that the PSAC is proposing to delete was only introduced in the last round of bargaining. The Employer is of the view that the parties should let more time pass to properly determine if it creates any issues before requesting any amendments or improvements.

The Employer requests that the Commission recommend not deleting this language in its report.

Clause 25.10

The Employer is proposing to reduce the notification period for changing shifts. The current seven days' advance notice is operationally too long and it denies management the flexibility required to manage its staff.

The proposed shorter notice period has an added benefit for employees, as it would provide greater flexibility to accommodate short notice requests, such as leave requests.

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

## Article 27 – Shift and weekend premiums

Union Proposal	
<b>27.01 Shift Premium</b>	An employee working on shifts will receive a shift premium of <del>two dollars (\$2.00)</del> <b>three dollars (\$3.00)</b> per hour for all hours worked, including overtime hours, between 16:00 and 08:00. The shift premium will not be paid for hours worked between 08:00 and 16:00.
<b>27.02 Weekend Premium</b>	<p>(a) An employee working on shifts during the weekend will receive an additional premium of <del>two dollars (\$2.00)</del> <b>three dollars (\$3.00)</b> per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.</p> <p>(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.</p>

### 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 \$432,831 per year, or 0.05% 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 TC 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

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

- a. ~~time and one-half (1 1/2) double (2) time except as provided for in paragraph 28.01(b);~~
- b. ~~double (2) time for each hour of overtime worked after fifteen (15) hours' work in any twenty-four (24) hour period or after seven decimal five (7.5) hours' work on the employee's first (1<sup>st</sup>) day of rest, and for all hours worked on the second (2<sup>nd</sup>) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.~~

**Consequential amendments through the agreement must be made pursuant to this concept being agreed upon.**

### 28.02

- 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, or at the request of the Employer and with the concurrence of the employee, overtime may be compensated in equivalent leave with pay.~~
- b. The Employer shall endeavour to make cash payment for overtime in the pay period following that in which the credits were earned.
- 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 as of September 30<sup>th</sup> of the next following fiscal year will be paid on September 30 at the employee's rate of pay on March 31 of the previous fiscal year.

**Consequential amendments through the agreement must be made pursuant to this concept being agreed upon.**

### Meal allowance

### 28.10

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ~~ten~~ **fifteen** dollars (\$~~10~~**15**.00), ~~except where free meals are provided.~~
- b. When an employee works overtime continuously extending three (3) hours or more beyond the period provided for in (a), the employee shall be reimbursed for one (1) additional meal in the amount of ~~ten~~ **fifteen** dollars (\$~~10~~**15**.00) for

each additional three (3) hour period 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.

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.

### Employer Proposal

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

- a. time and one-half (1 1/2) except as provided for in paragraph 28.01(b);
- b. double (2) time for each hour of overtime worked after fifteen (15) hours' work **in any continuous period** ~~in any twenty-four (24) hour period~~ or after seven decimal five (7.5) hours' work on the employee's first (1st) day of rest, and for all hours worked on the second (2nd) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

### 28.02

- a. Overtime shall be compensated in cash except that, upon request of an employee and with the approval of the Employer, or at the request of the Employer and with the concurrence of the employee, overtime may be compensated in equivalent leave with pay.
- b. The Employer shall endeavour to make ~~cash~~ a payment for overtime ~~in the pay period following that in which the credits were earned~~ **compensation by the sixth week after the request was approved.**
- 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 as of September 30 of the next following fiscal year will be paid on September 30 at the employee's rate of pay on March 31 of the previous fiscal year.

### Meal allowance

**28.10 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.**

### Employer movement

### Meal allowance

### 28.10

- a. An employee who works three (3) or more hours of overtime immediately before

or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ~~ten~~ **twelve** dollars (\$~~10~~**12**.00), except where free meals are provided.

- b. When an employee works overtime continuously extending three (3) hours or more beyond the period provided for in (a), the employee shall be reimbursed for one (1) additional meal in the amount of ~~ten~~ **twelve** dollars (\$~~10~~**12**.00) for each additional three (3) hour period thereafter, except where free meals are provided

### **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 at double time.

The Employer submits that agreeing to such a change would have a significant financial impact – over \$15M for the TC group, 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 request to be compensated in cash or leave 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.

#### *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.

*Continuous period of overtime instead of any 24 hour period*

The Employer propose to simplify how overtime is being calculated for employees in the TC group to align with most collective agreements. Introducing the proposed language would ensure that overtime is paid for continuous period of overtime and facilitate the calculation of overtime entitlement as well as the payment of such overtime.

Currently, an employee can perform overtime, with breaks in periods of overtime over a 24 hour period and still be entitled to overtime at double time if the threshold for being paid at that rate has been reached during the 24 hour period.

The proposed language would align with the intent of the government to simplify pay administration.

*Payment of OT in the sixth week after the request was approved*

The Employer proposes to modify the language relative to the timeframe for the payment of overtime. This proposal is in line with the Employer's intent to simplify pay where possible.

Currently, the Employer shall endeavor to compensate overtime in cash in the pay period following the period when the credits were earned.

With the proposed changes, the Employer would have a longer timeframe to issue the payment to employees.

This would help the Employer meet its obligation contained in the collective agreement by alleviating the pressure on the pay system and compensation advisors. It should be noted that the proposed language is currently contained in the PA group collective agreement represented by the PSAC.

To resolve all outstanding proposals at article 28 and as part of a comprehensive settlement, the Employer requests that the Commission include the Employer's proposals at clauses 28.01 and 28.02 and the Employer's counter-proposal provided above in the *Employer movement* section at clause 28.10 (meals) in its report. The Employer further requests that the Commission not include the other Bargaining Agent proposals in its report.



## Article 29 – Call-Back Pay

### Union Proposal

#### Alternate Provisions

Clauses 29.01 and 29.02 do not apply to employees covered by 29.03.

**29.01** If an employee is called back to work:

- a. on a designated paid holiday which is not the employee's scheduled day of work,  
or
- b. on the employee's day of rest,  
or
- c. after the employee has completed his or her work for the day and has left his or her place of work,

and returns to work, the employee shall be paid the greater of:

- (i) compensation equivalent to three (3) hours' pay at **double time the applicable overtime rate of pay** for each call-back to a maximum of eight (8) hours' compensation in an eight (8)-hour period. Such maximum shall include any reporting pay pursuant to clause 32.06 and the relevant reporting pay provisions,  
or
- (ii) compensation at the applicable rate of overtime compensation for time worked,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

- d. The minimum payment referred to in subparagraph 29.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 63.06 of this Collective Agreement.

#### Remarks:

This proposal stems from the Bargaining Agent's broader proposal on increasing all overtime compensation to double time and the Employer recommends that the Commission not include this change in its report for the same reason as detailed above.

Specifically, 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.

Consequently, the Employer respectfully requests that the Commission not recommend making this change in its report.

## Article 34 – Travelling Time

### Union Proposal

**34.02** When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 34.03 and 34.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over **does not include an overnight stay** ~~is not longer than three (3) hours.~~

**34.04** ~~If an employee is required to travel as set forth in clauses 34.02 and 34.03:~~ **When in the performance of his or her duties, an employee is required by the Employer to travel, time necessarily spent in such travel shall be considered as time worked and compensated for as follows:**

- ~~a. on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.~~
- ~~b. a. on a normal working day on which the employee travels and works, the employee shall be paid:
 
  - i. his or her regular pay for the day for a combined period of travel and work ~~not exceeding his or her regular scheduled working hours;~~
  - and
  - ii. at the applicable overtime rate for additional travel **and/or work** time in excess of his or her regular scheduled hours of work ~~and travel, with a maximum payment for such additional travel time not to exceed fifteen (15) hours pay at the straight time rate of pay;~~~~
- ~~e. b. on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for all hours travelled **and/or worked** to a maximum of fifteen (15) hours pay at the straight time rate of pay.~~

### Employer Proposal

**34.07** Upon request of an employee and with the approval of the Employer, compensation at the overtime rate earned under this article may be granted in compensatory leave with pay, **or at the request of the Employer and with the concurrence of the employee, overtime may be compensated in equivalent leave with pay.**

### Remarks:

Article 34 establishes how employees are being compensated for travelling.

Currently, in accordance with clauses 34.02, "When an employee is required to travel outside his or her headquarters area on government business, as these

expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated...”

In addition, article 34.03 establishes how an employee will be compensated for such travel outside the employee's headquarters. See below.

**34.03** For the purposes of clauses 34.02 and 34.04, the travelling time for which an employee shall be compensated is as follows:

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

#### *Bargaining agent proposal*

The Bargaining Agent's proposal to delete the reference to 34.02 and 34.03 in article 34.04 essentially removes the requirement of travelling outside of headquarters to be entitled to overtime. As a result, an employee travelling between work locations for meetings within their own headquarters would be subject to this travel clause. For example, employees working in Gatineau and travelling to Ottawa for work – both areas in the NCR, the employee's headquarters - would be entitled to overtime.

The Employer's position is that this was never the intent of the clause. The intent of Article 34 has always been to compensate employees for the inconvenience of being on government business at the request of the employer. The intent was never to provide additional benefits to employees for everyday travel in the performance of their duties. The travelling time during the regular performance of duties is already compensated for hours worked, including overtime hours where applicable.

There is no justification for the Bargaining Agent's proposal to eliminate the distinction between compensation on a normal working day on which the employee

travels but does not work, and compensation on a normal working day on which an employee travels and works. The Employer insists this distinction must remain, compensation for a day of travel should not be improved where the employee is not performing any of their regular and/or normal duties.

There is also no justification to eliminate the caps for the maximum compensation allowed for travel outside the employee's headquarters or when travelling beyond North America. While the number of employees travelling in this group is relatively small, it would set a precedent and certainly accelerate the introduction of this benefit in other collective agreements.

The maximum compensation of 12 hours is currently only included in six other collective agreements and only two other agreements have both the maximum compensation of 12 hours and 15 hours when travelling beyond North America.

Further, these maximums are already above the maximum allowed travel time in the National Joint Council Travel Directive. There is no need to change this language.

The Employer proposes that the Commission not include the proposed change in its report.

#### *Employer Proposal*

The Employer's proposal seeks to recognize that either the Employer or the employee can initiate the conversation on whether compensation for travelling time entitlements pursuant to article 34 are paid out or compensated in the form on compensatory leave.

This proposal would not place an obligation on either party to accept the other's request. It would however provide greater flexibility to the Employer to manage operational budgets. This would also alleviate any additional burden being placed on compensation advisors and the pay system for the payout of overtime.

This change to clause 34.07 would provide for better harmonization with paragraph 28.02(a) dealing with overtime compensation. The proposal provides that compensation can be in the form of compensatory leave upon mutual agreement between the employee and the Employer. This clause already applies to entitlements under article 28, Overtime, and article 32, Designated Paid Holidays.

The Employer respectfully requests that the Commission recommend making the change proposed by the Employer in its report, but not the changes sought by the bargaining agent.

## Article 41 – Injury on Duty Leave

### Union Proposal

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

- a. personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,
- or
- b. an industrial illness, **vicarious trauma, or any other illness, injury** or a disease arising out of and in the course of the employee's employment,

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

### 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 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

(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, 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*, when there is no prospect of return to work in the foreseeable future.

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 47 – Leave with Pay for Family-Related Responsibilities

### Union Proposal

**For the purpose of this article, “family” is defined as:**

**47.01** 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 spouse or common law partner, children for whom is the legal guardian, or 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.
- 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.**

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

**47.03** Subject to clause 47.02, the Employer shall grant leave with pay under the following circumstances:

- a. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- b. to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- c. to provide for the immediate and temporary care of an ~~elderly~~ member of the employee's family;
- d. for needs directly related to the birth or to the adoption of the employee's child;
- e. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- f. to provide for the employee's child in the case of an ~~unforeseeable~~ closure of the school or daycare facility;
- g. ~~seven decimal five (7.5) hours out of the thirty-seven decimal five~~

~~(37.5) hours stipulated in clause 47.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.~~

**h. to visit a terminally ill family member**

**Employer movement**

**For the purpose of this article, "family" is defined as:**

**47.01** 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 spouse or common law partner, children for whom is the legal guardian, or 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.
- 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 47 as follows:

**Expansion of the definition of "family"**

The Bargaining Agent's proposal to expand the definition of family 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 CPA agreements recently agreed upon/signed, expanding the definition of family as proposed would be appropriate for the TC group.

**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 to



seventy-five (75) hours, effectively doubling the current quantum of leave. This is an entitlement that far exceeds what has been granted to other groups in the CPA.

The Employer submits that the Bargaining Agent's proposal to double the quantum is extremely costly – approximately \$2.7M per year ongoing for the TC group only, and the Employer is opposed to such an increase. This proposal would also have significantly impact departmental operations

#### Expanding the circumstances for which leave can be granted

##### *Leave for school or daycare facility closures*

The Bargaining Agent is proposing that the leave should be granted for school or daycare facility closures, irrespective of whether the closure was foreseeable or not.

The Employer submits that while an employee is currently entitled to time off work with pay if something suddenly goes wrong with childcare or school (i.e., closure due to bad weather), it is reasonable to expect that an employee will make efforts to meet his or her childcare obligations through alternative solutions when the family/work conflict is predictable.

##### *Leave to attend an appointment with a legal, paralegal or with a financial or other professional representative*

The Bargaining Agent is proposing to eliminate the cap on the leave to attend an appointment with a legal, paralegal or with a financial or other professional representative. The Employer feels strongly that this cap should remain since the leave is for family-related responsibilities and not to attend to personal matters. The original intent of the clause is to assist an employee with balancing work and family life.

##### *Leave to provide care of any member of the employee's family*

The Bargaining Agent is proposing at 47.03 (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 limiting the entitlement to the elderly is appropriate and reasonable given paragraph 47.03(b), which provides *for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration.*

Paragraph 47.03(c) was meant to address a specific situation and it continues to be the Employer's position that unless a family member is sick, "general care" should be limited to the elderly members of an employee's family.

There are already other types of leave available to employees under the agreement that addresses what this is trying to achieve (i.e., leave without pay for the care of family, personal and vacation leaves).

*Leave to visit a terminally ill family member”*

The PSAC 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 for expanding the scope of this article. There are other types of leave already available to employees under the agreement that addresses what the PSAC is proposing. The Bargaining Agent’s proposal is not found in any CPA collective agreement.

The Employer therefore recommends that the Commission not include these changes in its report.

## Article 51 – Bereavement Leave

Union Proposal
<p><b>51.01 For the purpose of this article, “family” is defined per Article 2 and in addition:</b></p> <p style="padding-left: 40px;"><b>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 with pay under 51.01 (a) only once during the employee’s total period of employment in the public service.</b></p>
Employer movement
<p><b>51.01 For the purpose of this article, “family” is defined per Article 2 and in addition:</b></p> <p><b>A person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave with pay under 51.01 (a) only once during the employee’s total period of employment in the public service.</b></p>

### Remarks

The Bargaining Agent’s proposal to expand the definition of family for the purpose of bereavement leave is consistent with the recently 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 by the Bargaining Agent would be appropriate for the TC group.

## Article 57 – Statement of duties

Union Proposal
<p><b>57.01</b> Upon written request <b>and within 3 months of commencement of his or her duties</b>, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level, and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization, <b>supervisory and reporting relationships, and classification levels of respective positions. Each aforementioned document shall require supervisor's and employee's signatures and receipt date and shall contain a paragraph explaining employees' right to grieve the content within prescribed timelines.</b></p> <p><b>Every four years, the Employer is to review every member's Statement of Duties to determine if it is current or it requires updates.</b></p>
Employer Proposal
<p><b>57.01</b> Upon written request, an employee shall be provided with an <b>official</b> <del>complete and current</del> 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.</p>

### Remarks:

The Bargaining Agent is proposing to expand on the content of the statement of duties and on the circumstances when a statement must be provided to employees.

Given the measures already in place in the Treasury Board Directive on Classification and in the collective agreement, the Employer submits that the requirements proposed by the Bargaining Agent have been met

The current language in the collective agreement is intended to give employees the opportunity to request further and/or revised versions of their job description/statement of duties as they progress through their career.

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, the Directive on Classification already requires departments to regularly review job descriptions and as soon as possible when significant changes in the work occur or when new work is assigned. The job description includes information pertaining to the employee's position, the effective date and the supervisor's position number, as well as group and level.

Managers are also required, as per the Directive, to sign and date the job description prior to submission for any job evaluation, confirming that it reflects the work assigned and to be performed.

There have been numerous grievances over the years regarding nominal changes to employees' duties and responsibilities, and in almost all of those cases, the grievances have either been denied or dismissed. In summary, adjudicators have found in these cases that job descriptions:

- a) must contain enough information to accurately reflect what the employee does;
- b) must not omit a reference to a particular duty or responsibility that the employee is otherwise required to perform;
- c) is acceptable with broad and generic descriptions as long as the fundamental requirements are satisfied; and
- d) need not contain a detailed listing of all activities performed under a specific duty or how the activities are performed.

The Employer's proposed language provides a more accurate reflection of this.

The Employer requests that the Commission reject the Bargaining Agent's proposal and include the Employer's proposal in its report.

## Article 60 – Correctional Service Specific Duty Allowance

### Employer Proposal

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

~~The following allowance replaces the former Penological Factor Allowance (PFA). The parties agree that only incumbents of positions deemed eligible and/or receiving PFA as of signing of this collective agreement, shall receive the Correctional Service Specific Duty Allowance (CSSDA), subject to the criteria outlined below.~~

**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. **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.**

**60.02** The **value of the CSSDA** shall be two thousand dollars (\$2,000) annually. ~~and paid on a bi-weekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month.~~ **Except as prescribed in clause 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 60 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 60.01 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 10 days in a position to be eligible has been a central part of the allowance. Accordingly, the Employer's proposal in clause 60.02 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 in its report.

## Article 62 – Dangerous Goods

### Union Proposal

**62.01** An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned the responsibility for packaging, and labelling, **inspecting, handling or the transportation** of dangerous goods for shipping in accordance with the above Act, shall receive a **monthly** daily allowance of **one hundred fifty dollars (\$150)** during any month in which ~~three dollars and fifty cents (\$3.50) for each day~~ he or she is required to package, and label, **inspect, handle or transport** dangerous goods for shipping, to a maximum of ~~seventy-five dollars (\$75) in a month~~ and where the employee maintains such certification.

### Remarks:

The Bargaining Agent is seeking to expand the scope of the allowance, the monetary value and how it is paid. The PSAC has not advanced any argument to support such an increase.

The provision provides for the payment of a Dangerous Goods Allowance to employees certified pursuant to the *Transportation of Dangerous Goods Act*, who are assigned the responsibility for packaging and labelling of dangerous goods for shipping in accordance with the aforementioned Act. These employees currently receive a daily allowance of three dollars and fifty cents (\$3.50) for each day they are required to package and label dangerous goods for shipping, to a maximum of seventy-five dollars (\$75) for each month where the employee maintains such certification.

The current provision is also found in other collective agreements, including the FB, PA, SV, EB and SH.

### Expansion of the scope of the allowance

The Bargaining Agent is proposing to expand the scope of the allowance to include employees assigned the responsibility for inspecting, handling or transporting dangerous goods.

The Employer is opposed to this expansion. The Dangerous Good Allowance is a risk compensation allowance; it should be limited to those employees who are assigned packaging and labelling duties. As indicated by Transport Canada's Transportation of Dangerous Goods Directorate, the most important aspect of handling dangerous goods is the packing of dangerous goods into a means of containment.



The inherent risk involved in classifying dangerous goods, completing documentation, determining and selecting proper packaging and displaying dangerous goods safety marks on the container is such that employees assigned those duties bear a greater responsibility for the safety of the shipment, as well as for the people, carrier and the environment.

The level of accountability for an employee who inspects, handles or transports dangerous goods is not the same and not one that the Employer necessarily wants to recognize through the payment of an allowance.

#### *Increase of the allowance*

Currently, the Dangerous Goods Allowance is a daily amount of \$3.50 up to \$75 per month to be paid as a supplementary payment.

The Bargaining Agent is proposing to increase the allowance to \$150 per month, without requiring employees to work ten (10) days in a month to be entitled to the allowance for that month.

The Employer submits that the PSAC has not provided any substantial argument to support increasing the allowance.

Moreover, the Employer respectfully asks that this Commission prioritize the improvements sought by the Bargaining Agent and recognize the limited economic capabilities of the Employer when deciding to recommend such items, which will increase the total compensation package of its employees.

#### *Payment Method*

When it became effective in 2005, a new entitlement code was created in both the Regional Pay System and the Contributor System. Client departments are responsible for commencing this allowance and for reporting the retroactive payments for all eligible employees.

The Bargaining Agent is proposing to change the payment method, but the Employer submits that the Bargaining Agent has not provided any evidence to support that the current method of payment is not working.

Based on the aforementioned, the Employer requests that the Commission not include these changes in its report.

## Article 68 – Duration

Union Proposal
<b>68.01</b> The duration of this collective agreement shall be from the date it is signed to June 21, <del>2018</del> <b>2021</b> .
Employer Proposal
<b>68.01</b> The duration of this collective agreement shall be from the date it is signed to June 21, <del>2018</del> <b>2022</b> .

### Remarks

The parties have different proposals for the term of the revised agreement. The Employer is proposing a four year term while the PSAC is advocating for a three year agreement.

The Employer proposes a four 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 notice to bargain was served by the PSAC for the current round of bargaining.

A four year agreement would provide the parties with the opportunity to more fully implement changes negotiated in this round. It 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 Separate Agencies.

Every agreement reached with the 11 bargaining agents for the 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 TC 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 four year collective agreement in its report, with the pattern economic increases of 2%, 2%, 1.5% and 1.5%, plus 1% for group-specific economic measures.

## Appendix A-1 – Technical Inspection Group Pay Notes

### Union Proposal

#### *Technical Inspection Group Pay notes*

1. Employees in Transport Canada, Transportation Safety Board of Canada, Public Services and Procurement Canada, **Department of National Defense**, Fisheries and Oceans Canada and Canadian Coast Guard who are incumbents at the TI-5 through TI-8 levels in the following positions and who possess the listed qualifications shall be remunerated as per the above rates of pay.

#### Aviation

2. Air investigators, civil aviation safety inspectors and aircraft inspectors who have extensive aircraft maintenance engineering experience and who possess a valid Aircraft Maintenance Engineer licence.
3. Civil aviation safety inspectors holding a university degree, college certificate or a current membership in the American Society for Quality Control who have six (6) or more years of industry experience in the performance or supervision of aeronautical product manufacturing processes. Non-destructive specialist having ten (10) years in the field of non-destructive testing, preferably with an aircraft background and a C.G.S.B certification covering Radiography (Aircraft Structures), Magnetic Particle, Liquid Penetrant and Eddy Current inspection are also employed.
4. **Employees of Transport Canada who conduct aviation certification safety oversight, investigations, and related service activities, enterprises, organizations, and government agencies as they relate to assuring compliance with Civil aviation regulatory frameworks, and/or *Canada Labour Code – Part II* regulatory frameworks, and Aviation Occupational Safety and Health Regulations (AOSH). This includes cabin safety standard inspectors, cabin safety inspector-delegated labour program officers, cabin safety - delegated labour program technical team leaders, delegated labour program officers, technical team leaders - specialties, airworthiness inspectors, airworthiness technical team leaders, and aerodrome inspectors.**

#### Marine

5. Marine inspectors, surveyors, investigators and DFO-CCG Vessel Support Group employees who have knowledge of and extensive experience in the design, construction, operation or maintenance of vessels as demonstrated by possession of the appropriate marine certificate of competency or university degree/diploma, combined with extensive experience in the field.
6. **In order to maintain TI-Marine examiners and investigators certificate of proficiency related to marine emergency duties, the Employer will arrange and pay for such refresher courses every five (5) years.**

### Railway safety

7. Rail investigators, **scientists, technologists, professional engineers, supervisors, foremen** and inspectors **holding a university degree, college certificate and/or** with qualifications in at least one of the following disciplines: locomotive engineer, conductor, brake person, track/**geotechnical** specialist, rail traffic controller/dispatcher, equipment/car/locomotive inspector, mechanical officer, signal maintainer and operations officer, and with extensive operational experience in the railway industry or CANAC/FRA certification.

### Dangerous Goods

8. **Employees of Transport Canada who conduct aviation, surface or marine safety oversight, investigations, and related service activities of individuals, enterprises, organizations, and government agencies as they specifically relate to the transportation of dangerous goods, to assure compliance with the Civil Aviation, International Marine, or the Transportation of Dangerous Goods regulatory frameworks.**

**NB: Such employees shall be added to the Rail portion of this appendix.**

### Security Inspection

9. **Employees of Transport Canada who conduct civil aviation, marine or surface transportation security enforcement and consultative services for the protection of the travelling public. This includes conducting inspections, investigations, risk assessment, emergency preparedness, threat and incident management, and related service activities of individuals, enterprises, organizations, domestic or international government agencies and transportation industry operators as they specifically relate to transportation security regulatory frameworks. Employees will be covered**

**NB: Such employees shall be added to the portion of this appendix relevant to the mode of transportation for which they inspect.**

10. Notwithstanding any of the above provisions, an employee in the Technical Inspection Group who was in receipt of the terminable allowance at Appendix P on the day prior to the official date of signing of this collective agreement, shall be subject to the rates of pay at Appendix A-1 until such time as the employee has vacated his or her substantive position.

### Pay increment for full-time and part-time employees

1. The pay increment period for indeterminate employees at levels TI-5 to TI-8 is the anniversary date of such appointment. A pay increment shall be to the next rate in the scale of rates.
2. The pay increment period for term employees at levels TI-5 to TI-8 is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
3. An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when

a determinate employee will be entitled to go the next salary increment, "cumulative" means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.

4. If an employee dies, the salary due to the employee on the last working day preceding the employee's death, shall continue to accrue to the end of the month in which the employee dies. Salary so accrued which has not been paid to the employee as at the date of the employee's death shall be paid to the employee's estate.

Effective on June 22, 2016, an employee who has been at the maximum of the salary range for twelve (12) months or more on June 22, 2016, will move to the new maximum rate of pay.

TI-TDG, and any other discipline not covered above at Transport Canada or the Transportation Safety Board: Incorporate into the Rail portion of Appendix A-1

### **Remarks:**

#### Department of National Defense

The Employer submits that the intent of Appendix A-1 is to allow the federal government to compete with the private sector for employees that hold specific qualifications or certifications, as outlined in the related pay notes.

All the departments currently covered by this Appendix have a regulatory mandate vis-à-vis private sector organizations that operate in various modes of transportation - aviation, marine or rail. The Department of National Defense (DND) doesn't have such a mandate; as such, the Employer does not see any clear rationale to include DND in the list of departments covered by this Appendix.

#### Pay notes 4, 8 and 9

The proposed changes from the bargaining agent would make Appendix A-1 applicable to TI employees based on the duties. However, Appendix was introduced to recognize that certain TI employees hold specific qualifications and certifications, not to recognize duties.

The bargaining agent's proposal would significantly expand the list of employees who would benefit from these rates of pay, without holding the same level of qualifications or certifications as the TIs currently covered by this Appendix. This would increase cost with no sound justification.

The Employer is of the view that the bargaining agent did not submit any clear justification for such change and that the new proposed pay note should not be included in the Commission's report.

### Pay Note 6

Training requirement for employees is a management prerogative under section 12 of the FAA.

#### **Powers of deputy heads in core public administration**

**12 (1)** Subject to paragraphs 11.1(1)(f) and (g), every deputy head in the core public administration may, with respect to the portion for which he or she is deputy head,

**(a)** determine the learning, training and development requirements of persons employed in the public service and fix the terms on which the learning, training and development may be carried out;

The Employer wish to note that the Bargaining agent did not provide clear and cogent justifications to add a training requirement to a pay note under Appendix A-1. Pay notes are included in collective agreement to support and clarify application of the related scales of salary.

As such, the Employer is of the view that training requirements should not be added to pay notes and should remain an unfettered authority of the deputy heads and determined on a case-by-case basis.

### Pay Notes 7

The bargaining agent's proposal changes significantly the purpose of that pay note, which is currently restricted to Rail Investigators and Rail Inspectors that hold certain qualifications. Again the bargaining agent wishes to expand the eligibility with no clear justification or rationale.

For all the reasons noted above, the Employer requests that the Commission not include the Bargaining Agent's proposals at Appendix A-1 as it would move away from its original intent to recognize the specific qualifications and certifications that certain TI employees bring with them when they are recruited.

## **Appendix C – Memorandum of Agreement concerning Fishery Officers in the General Technical Group, working on off-shore surveillance on the Department of Fisheries and Oceans**

### **Union Proposal**

- Change the hours of work from 9.5 during surveillance mode to 11.5.
- Apply shift premiums to all employees who are working under this appendix while in surveillance mode.
- Allow work under this appendix to qualify for travel status leave under 34.09.

### **Remarks:**

#### Hours of work

The Bargaining Agent is proposing to change the hours of work during surveillance mode from an average of 9.5 hours to 11.5 hours.

The Employer recognizes that the work environment has changed, and it is open to modernizing the provisions of Appendix C.

However, the parties need to engage in discussions on the issues, which are complex in nature. Agreeing to the Bargaining Agent's proposal in its current form would be premature and counterproductive at this time.

#### Shift Premiums and Travelling Time

The Bargaining Agent is proposing to remove the exclusion of Shift Premiums and Travelling Time. The PSAC wishes to entitle employees to the provisions under Shift Premiums and Travelling Time articles of the body of the collective agreement.

This appendix was specifically negotiated with the exclusion clauses, due to the nature of the work performed by employees covered by this appendix.

The Bargaining Agent is now proposing to modify or eliminate key elements of the Appendix, without any justification.

The Employer proposes that the Commission not include these changes in the PIC report.

## **Appendix I – Memorandum of Agreement Concerning Employees in the Engineering and Scientific Support Group in the Sea Lamprey Control Unit**

### **Union Proposal**

Delete Appendix I and convert all employees covered by it to day workers as per the main body of the collective agreement.

### **Remarks:**

The Bargaining Agent is proposing to delete Appendix I and convert all employees covered by it to day workers, as per the main body of the Collective Agreement.

During negotiations, the Bargaining Agent framed the issue essentially as one of work-life balance, emphasizing the need for predictability for employees in the Sea Lamprey Control Centre, based in Sault St. Marie. However, the PSAC has not provided any evidence to support that Appendix I is not working, nor has it provided any substantial argument to support how deleting Appendix I would improve work-life balance for employees during the field season.

The Great Lakes Fisheries Commission (GLFC) coordinates sea lamprey control in the Great Lakes. The work is jointly carried out by the United States Fish and Wildlife Service and by the DFO. The DFO and the GLFC enter into program delivery agreements on a five-year basis.

Field biologists set up traps and barriers in the many tributaries that feed into the Great Lakes to prevent the lampreys from moving upstream. Special chemicals called lampricides are administered, which target lamprey larvae but are harmless to other aquatic creatures. Once the treatment has been implemented, field biologists and technicians must remain on site for at least 24 hours to ensure its safe and effective application.

Employees in the DFO's Sea Lamprey Control Centre work from 9 to 5, Monday to Friday, with weekends off during the winter months. Those months are spent planning and preparing for the field season, which typically spans approximately April 1 to October 31.

When fieldwork commences in April, as many as 19 or 20 consecutive workdays are scheduled to allow for travel, setup, construction or maintenance, and perhaps treatment and monitoring. This is followed by as many as 8 to 10 days of rest, depending upon the circumstances. Unpredictable weather frequently varies the durations. The periods are often extended, for example, to complete a work



session in a remote location so as to avoid having to return there later. Flexibility is an important characteristic of working in the field.

Successful operations depend on highly coordinated efforts to ensure adherence to tight schedules for completion of targeted activities. Given inclement weather around the Great Lakes and adjacent rivers, it is a constant challenge throughout the season to be able to respond to operational needs.

A draft schedule is drawn up in late February or early March for review by both management and employees. Concerns are usually minor, and the necessary changes are reviewed, consented to by both sides, and implemented before the final plan is put forward in March.

The Employer submits that employees of the Sea Lamprey Control Unit of the DFO, during the field season, are in the field, outside of HQ for a specified number of consecutive days of work. Requiring the Employer to devise and post a daily schedule of work in advance will not achieve the work-life balance sought by the PSAC since employees are in the field, for the entire period of the program. There is no travelling to and from HQ in any one given day; employees typically start and end their days in the field. Furthermore, on days where employees start and end their days in HQ, Appendix I does not apply.

Typically, there are three shifts during lampricide treatment; it gets applied around the clock – with 8AM, 4PM, and midnight start times. Earlier or later start times will be dictated by the distances between base camp and the lampricide/worksites (i.e., start at 7AM for the 8AM shift if you need to boat for an hour to get to site). The supervisor usually develops the daily schedule by 4pm the previous day; whether it is the 8AM, 4PM or midnight shift.

As much as one would like to draft a precise and comprehensive schedule covering the entire field season, conditions can change in the blink of an eye, and flexibility is necessary. As such, the Employer submits that it is absolutely vital that Appendix I be preserved as it stands to ensure the successful delivery of this very important program.

Based on the all above, the Employer requests that the Commission not include this change in its report.

---

## **Appendix K – Special Provisions for Employees Concerning Diving Duty Allowance, Vacation Leave With Pay, National Consultation Committee and Transfer at Sea**

<b>Union Proposal</b>
K-2 – delete full clause as this is not administered / should be taken out

**Remarks:**

The Bargaining Agent is proposing to delete K-2 because it is not a provision that is being administered by departments.

The Employer does not disagree, in principle. The Employer is already approving vacation leave in accordance with operational requirements and deleting K-2 would not impact management's right and ability to continue to do so.

While the Employer indicated its willingness to move on this proposal, when it was discussed at the table in March 2019, the Bargaining Agent declared impasse before the parties could reach agreement.

## Appendix M – Hours of work for employees in the Primary Products Inspection (PI) Group

### Employer Proposal

#### General

**M25.01** An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

**M25.02** The Employer agrees that, before a schedule of working hours is changed, the changes will be discussed with the appropriate steward of the Alliance if the change will affect a majority of the employees governed by the schedule.

**M25.03** Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

#### Meal Period

**M25.04** The Employer shall make every reasonable effort to schedule a meal break of at least one-half (1/2) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the mid-point of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Employer and the employee. If an employee is not given a meal break ~~scheduled in advance~~, all time from the commencement to the termination of the employee's full shift shall be deemed time worked.

#### Rest Periods

**M25.05** Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal working day, **except on occasions when operational requirement do not permit.**

#### Day Work

**M25.046** Except as provided for in clause ~~M25.07~~**M25.05**, the normal workweek shall be thirty-seven decimal five (37.5) hours exclusive of lunch periods, comprising five (5) days of seven decimal five (7.5) hours each, Monday to Friday. The workday shall be scheduled to fall within an eight (8) hour period where the lunch period is one-half (1/2) hour or within an eight decimal five (8.5) hour period where the lunch period is more than one half (1/2) hour and not more than one (1) hour. Such work periods shall be scheduled between the hours of 06:00 and 18:00 unless otherwise agreed in consultation with the Alliance and the Employer at the appropriate level.

#### Variable Hours

**M25.067** Notwithstanding ~~clause M25.06~~ ~~the provisions of this article~~, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that

over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.

### **Shift Work**

**M25.08** For employees who work on a rotating or irregular basis:

a. normal hours of work shall be scheduled so that employees work:

i. ~~an average of thirty-seven decimal five (37.5) hours per week, and an average of five (5) days per week, and~~ **seven decimal five (7.5) hours per day; and**

ii. ~~either seven decimal five (7.5) hours per day; or~~

ii. an average of **thirty-seven decimal five (37.5) hours per week and an average of seven decimal five (7.5) hours per day upon consultation with the appropriate steward of the Alliance if it will affect the majority of the employees** where ~~so agreed between the Employer and the majority of the employees affected;~~

iii. subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).

b. Every reasonable effort shall be made by the Employer:

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

ii. to avoid excessive fluctuations in hours of work;

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

iv. to arrange shifts over a period of time not exceeding two (2) months and to post schedules at least seven (7) days in advance of the starting date of the new schedule.

~~**25.06** Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.~~

~~**25.07** The Employer shall make every reasonable effort to schedule a meal break of at least one-half (1/2) hour during each full shift which shall not constitute part of the work~~

~~period. Such meal break shall be scheduled as close as possible to the mid-point of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Employer and the employee. If an employee is not given a meal break scheduled in advance, all time from the commencement to the termination of the employee's full shift shall be deemed time worked.~~

**M25.089** When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:

- a. on the day it commenced where one-half (1/2) or more of the hours worked fall on that day; or
- b. on the day it terminates where more than one-half (1/2) of the hours worked fall on that day.

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

~~**25.09** Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal working day.~~

**M25.10** If an employee is given less than seven (7) days' advance notice of a change in that employee's shift schedule, the employee will receive a premium rate of time and one-half (1 1/2) for work performed on the first (1st) shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time.

### **Terms and conditions governing the administration of variable hours of work**

**M25.11** The terms and conditions governing the administration of variable hours of work implemented pursuant to **clause M25.07 and paragraph M25.08(a)(ii)** ~~paragraph 25.05(a) and clause 25.06~~ are specified in clauses **M25.11 to M25.14**. This agreement is modified by these provisions to the extent specified herein.

**M25.12** Notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this agreement.

### **M25.13**

- a. The scheduled hours of work of any day, may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.
- b. Such schedules shall provide an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule. The maximum life of a schedule for

day shift workers shall be twenty-eight (28) days. The maximum life of a shift schedule for shift workers shall be one hundred and twenty-six (126) days.

- c. Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

**M25.14** For greater certainty, the following provisions of this agreement shall be administered as provided herein:

**a. Interpretation and definitions (clause 2.01)**

“Daily rate of pay” shall not apply.

**b. Minimum number of hours between shifts**

Subparagraph **M25.059(b)(i)**, relating to the minimum period between the end of the employee's shift and the beginning of the next shift, shall not apply.

**c. Exchange of shifts (clause M25.03)**

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

**d. Designated paid holidays (clause 32.05)**

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

**e. Travel**

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

**f. Acting pay**

The qualifying period for acting pay as specified in paragraph **654.07(a)** shall be converted to hours.

**g. Shift premium**

Shift work employees on variable hour shift schedules pursuant to Appendix **MD** of this agreement will receive a shift premium in accordance with clause 27.01.

**h. Overtime**

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

**\*\*Consequential change required to Article 27\*\***

### **Excluded Provisions**

This article does not apply to employees on day work, covered by clauses 25.04 to 25.06, or clause **M25.064** of Appendix M.

### **Remarks:**

The Employer is proposing the following changes to Appendix M:

- (1) Improving clarity of Appendix M generally.
- (2) Variable Hours or Work - changing the application to align with past practice.
- (3) Meal Period – changing the language reflect CGC's operational reality.
- (4) Shift Work (M25.08 (a)(iii)) – ensuring alignment with the industry

(1) Organization of Appendix M

The Employer submits that the current Appendix M lacks organization, and it is difficult for managers and union representatives to apply it in the field. Having clear titles and reorganizing the order of provisions would increase the likelihood that Appendix M be interpreted in keeping with the intent of parties.

(2) Variable Hours of Work provisions (M25.11 to M25.14)

The Employer submits that for many years both the Employer and the PSAC only applied variable hours of work when an employee was on a compressed schedule or when they were on a rotating and irregular schedule that required more than 7.5 hours in a day and potentially more than 2 days of rest. Otherwise, employees were paid time and a half for most overtime hours and double time on Sundays or a contiguous day of rest.

However, the current language of Appendix M is ambiguous and the Employer suggests that variable hours of work, including payment at time and three-quarters for all overtime (except noncontiguous designated paid holidays), applies to any employee on shift work even if they work a standard 7.5 hour work day with 2 regular days of rest.

This is not consistent with the hours of work provisions in the main Agreement (Article 25). The only time variable hours of work at time and three-quarters is applied is when an employee is scheduled to work more than 7.5 hours in a day.

Using time and three-quarters results in PI employees being compensated differently (ex. 1.5/2 or 1.75) depending upon local scheduling requirements, accommodations, weekend vs. designated paid holiday.

It is far more burdensome for supervisors to administer and creates a sense of unfairness among employees.

*(3) Meal Period provision (M25.04) – reality of the work environment*

The Employer submits that the existing meal break clause in Appendix M provides that the Employer must make every reasonable effort to schedule a meal break and if an employee is not given a meal break scheduled in advance of the start of the workday that all time from the start to the end of the shift will be deemed time worked.

In today's grain industry, grain flow is unpredictable but there are typically periods where grain is not flowing which are good times to take lunch breaks. PI employees are normally assigned to an elevator in a team of two and historically have used their discretion by taking a break during a slowdown in the flow of grain or by agreement with their counterpart as to when they would pair off.

Meal breaks have not historically been formally scheduled or directly controlled by an offsite supervisor. There has always been a degree of "give and take". If they can't pair each other off because it is too busy, they can request pre-approved overtime for the meal break. The current wording of the meal break article is too restrictive and not reflective of the reality of our work environment. The proposed wording is more appropriate in the context.

The Employer's main concern is that everyone gets a meal break, regardless of operations.

Unfortunately, employees see the required for "advanced scheduling" as an opportunity to receive guaranteed overtime every day because if grain is flowing at the time of their scheduled breaks, they collect overtime.

For the Employer, scheduling meals and not have the flexibility to move them would be feasible but not the direction the Employer wants to take as it would mean a new level of enforcement that goes against collaboration.



It should be noted that the concerns above are not applicable for locations where there is only one person working a shift (such as Hamilton) or in locations where the elevator do stop for lunch and dinner.

(4) Shift Work (M25.08 (a)(iii)) – alignment with the industry

The Employer submits that removing the requirement for “*agreement of the majority of employees*” at clause M25.08 (a)(iii) will allow the CGC to align with industry schedules.

At present, Appendix M only allows the Employer to schedule Shift Workers 37.5 hours per week, an average of 5 days per week, 7.5 hours per day.

Over the years, Vancouver has increasingly become the most important Canadian grain port and is now normally in operation 24 hours a day and 7 days a week. No matter how the work is organized, grain is almost always flowing. Up until recently, most grain companies followed a 5 day a week multi shift model, with overtime on the weekend.

However, in today's world, there are 7 terminals in Vancouver and the 5 major terminals all schedule there crews on a 24/7 schedule.

Industry is demanding that CGC align with their schedules as it is affecting their competitiveness. Because they are always operating, they do not want to meet CGC's call out requirements and wait for the CGC to assign overtime on the weekend.

Based on the all above, the Employer requests that the Commission include all changes to Appendix M, as detailed above, in its report.

**Appendix W – Memorandum of Understanding in respect of employees in the engineering and scientific support (EG) and general technical (GT) groups working shore-based positions at Canadian Coast Guard (CCG)**

**Employer Proposal**

**Preamble**

1. In an effort to resolve recruitment and retention problems, the Employer will provide an allowance to incumbents of specific shore-based positions for the performance of duties in the Engineering and Scientific Support (EG) and General Technical (GT) Groups.
2. Employees at Fisheries and Oceans Canada, Canadian Coast Guard who are incumbents of EG-6 and EG-7 and GT-6 through GT-8 levels in the following positions and who possess the listed qualifications shall be entitled to a terminable allowance as listed below.
3. Employees working at Canadian Coast Guard for the Integrated Technical Services and Vessel Procurement who are required in the performance of their duties to have knowledge of the design, construction, operation or maintenance of vessels as demonstrated by possession of Transport Canada Marine Engineering or Canadian Coast Guard Marine Electrical certificates of competency.

**Effective June 22, 2020, the previous clause is replaced by the following:**

3. Employees working at Canadian Coast Guard for the Integrated Technical Services and Vessel Procurement who are required in the performance of their duties to have knowledge of ~~and extensive experience in~~ the design, construction, operation or maintenance of vessels as demonstrated by possession of **a marine certificate of competency or post-secondary degree/diploma**, Transport Canada Marine Engineering or Canadian Coast Guard Marine Electrical certificates of competency, **combined with extensive experience in the field.**
4. On the date of signing of this Memorandum of Understanding, the parties agree that incumbents of above listed positions shall be eligible to receive a terminable allowance in the following amounts and subject to the following conditions: a. An allowance to be paid in accordance with the following **table grid**:
  - i. **Commencing on June 22, 2018:**

<b>Position</b>	<b>Monthly Payments</b>
<b>EG-06</b>	\$483
<b>EG-07</b>	\$370
<b>GT-06</b>	\$390
<b>GT-07</b>	\$353
<b>GT-08</b>	\$353

ii. Commencing on June 22, 2020: à

Position	Monthly Payments
EG-06	\$483
EG-07	\$370
GT-06	<b>\$570</b>
GT-07	<b>\$529</b>
GT-08	\$353

5. The terminable allowance specified above does not form part of an employee's salary.
6. An employee in a position outlined above shall be paid the terminable allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
7. The terminable allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this collective agreement.
8. Subject to 4(vi) below, the amount of the terminable allowance payable is that amount specified in 4(i) for the level prescribed in the certificate of appointment of the employee's substantive position.
9. When an employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 65.07, the terminable allowance payable shall be proportionate to the time at each level.
10. Part-time employees shall be entitled to the terminable allowance on a pro-rata basis.
11. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
12. This Memorandum of Understanding expires on June 21, **2022** 2018.

**Union Proposal**

3. Employees working at Canadian Coast Guard for the Integrated Technical Services and Vessel Procurement who are required in the performance of their duties to have knowledge of and extensive experience in the design, construction, operation or maintenance of vessels as demonstrated by possession of **the appropriate marine certificate of competency, or university degree / diploma, combined with extensive experience in the field.** ~~Transport Canada Marine Engineering or Canadian Coast Guard Marine Electrical certificates of competency.~~
4. (ii) The allowance specified above **shall** ~~does not~~ form part of an employee's salary.

**Remarks:**

During negotiations, the Employer proposed to increase the monthly allowance for the GT-06 and GT-07 levels and expand the application to employees who possess a post-secondary diploma/degree combined with extensive experience in the field. These proposals, valued at \$4,728 or 0.001% of the TC wage base, were made in the context of a comprehensive settlement offer, which included economic increases that are lower than what is included in this brief.

The Bargaining Agent is proposing to amend the list of certificates required and to make the allowance part of salary.

**Increasing the allowance**

The Employer submits that a terminable allowance was increased during the last round of bargaining for GT and EG employees with marine certification to help to alleviate specific recruitment and retention pressures with shore-based position at CCG.

In the context of a comprehensive settlement, and in order to achieve parity in compensation with marine engineering certified personnel in other occupational groups, the Employer is prepared to consider increasing the allowance as part of the 1% allocated for group-specific measures included in the overall available economic envelope mentioned earlier in this brief.

**Expanding the allowance**

The Employer submits that in the last round of bargaining, the wording of the terminable allowance in Appendix W was finalized using language that excluded some of the personnel carrying out duties requiring significant marine experience and qualifications.

In order to address that oversight, the Employer is proposing to amend the language in the Agreement to mirror language in Appendix P (the Technical Inspection group). The new text for Appendix W would read as follow:

3. Employees working at Canadian Coast Guard for the Integrated Technical Services and Vessel Procurement who are required in the performance of their duties to have knowledge of the design, construction, operation or maintenance of vessels as demonstrated by possession of a **marine certificate of competency or post-secondary degree/diploma**, Transport Canada Marine Engineering or Canadian Coast Guard Marine Electrical certificates of competency, **combined with extensive experience in the field.**

With the expanded entitlement to the terminable allowance, CCG estimates that there would be an expansion of the allowance to include approximately 22 additional individuals.

The Employer submits that the expansion sought by the Bargaining Agent is overly broad and the Bargaining Agent has not provided any justification to support expanding the applicability of the allowance in such a manner.

The Employer respectfully requests that the Commission recommend making the change proposed by the Employer in its report, but not the changes sought by the Bargaining Agent.

*Allowance shall form part of salary*

The Bargaining Agent is also proposing that the allowance form part of an employee's salary.

The Employer submits that the PSAC has historically raised questions in relation to the "pensionability" of new or modified allowances that are paid as forms of compensation in addition to (or separately from) basic pay.

The basis for determining whether an allowance is pensionable derives from the definition of "salary" in subsection 3(1) of the *Public Service Superannuation Act* (PSSA).

**salary** means

(a) as applied to the public service, the basic pay received by the person in respect of whom the expression is being applied for the performance of the regular duties of a position or office **exclusive of any amount received as allowances**, special remuneration, payment for overtime or other compensation or as a gratuity unless that amount is deemed to be or to have been included in that person's basic pay pursuant to any regulation made under paragraph 42(1)(e)

Therefore, any language within a collective agreement to suggest that an allowance forms part of salary and is pensionable is inconsequential and of no legal bearing to the determination for the purpose of the PSSA.

The Employer respectfully submits that the Commission does not have the jurisdiction to deal with the Bargaining Agent's proposals to include the allowance in an employee's salary pursuant to subparagraphs 177(1)(a) and 177(1)(b) of the Federal Public Sector Labour Relations Act:

- (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.

It should be noted that the Bargaining Agent has made a similar proposal for each of the allowances provided under Appendices X, Z, AA, BB, CC, DD and EE. The Employer requests that the Commission not include this proposal in its report for all of these requests.

Based on the all above, the Employer recommends that the Commission considers the inclusion of the Employer proposal in its report, as part of a comprehensive settlement and within the 1% allocated for group-specific measures included in the overall available economic envelope.

**Appendix X – Memorandum of Understanding in Respect of the Employees in the Engineering and Scientific Support (EG) Group Working at Health Canada at the Norway House and Percy E. Moore Hospitals**

<b>Union Proposal</b>	
The Bargaining Agent is proposing to roll into salary the existing allowance and to introduce an additional allowance that shall form part of salary:	
<b>Annual allowance: Engineering and Scientific Support (EG)</b>	
<b>Positions</b>	<b>Annual allowance</b>
Laboratory Technologist	<del>\$5,000</del> \$15,000
X-Ray Technologist	<del>\$5,000</del> \$15,000
c. The allowance specified above <b>shall</b> <del>does not</del> form part of an employee's salary.	

**Remarks:**

Allowance increase

The Bargaining Agent is proposing a significant increase to the allowance included in Appendix X. The proposal represents a 300% increase.

The Employer is already proposing an increase to the base salary of all TC employees, as well as aligning the salaries of EG sub-group employees with the CFIA EG equivalent within its 1% overall envelope to address group-specific measures.

In addition, based on the wage study conducted by Korn Ferry in 2019, EG group salaries are competitive with the market. As such, the Employer sees no justification to increase the allowance to EG employees covered by this Appendix.

Allowance shall form part of salary

The Bargaining Agent is also proposing that the allowance form part of an employee's salary.

The Employer submits that the PSAC has historically raised questions in relation to the "pensionability" of new or modified allowances that are paid as forms of compensation in addition to (or separately from) basic pay.

The basis for determining whether an allowance is pensionable derives from the definition of "salary" in subsection 3(1) of the *Public Service Superannuation Act* (PSSA).

**salary** means

**(a)** as applied to the public service, the basic pay received by the person in respect of whom the expression is being applied for the performance of the regular duties of a position or office **exclusive of any amount received as allowances**, special remuneration, payment for overtime or other compensation or as a gratuity unless that amount is deemed to be or to have been included in that person's basic pay pursuant to any regulation made under paragraph 42(1)(e)

Therefore, any language within a collective agreement to suggest that an allowance forms part of salary and is pensionable is inconsequential and of no legal bearing to the determination for the purpose of the PSSA.

The Employer respectfully submits that the Commission does not have the jurisdiction to deal with the Bargaining Agent's proposals to include the allowance in an employee's salary pursuant to subparagraphs 177(1)(a) and 177(1)(b) of the Federal Public Sector Labour Relations Act:

- (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.

It should be noted that the Bargaining Agent has made a similar proposal for each of the allowances provided under Appendices X, Z, AA, BB, CC, DD and EE. The Employer requests that the Commission not include this proposal in its report for all of these changes.

Based on the all above, the Employer requests that the Commission recommend not including these changes in its report.



## Appendix Z – Memorandum of Understanding in Respect of Employees in the General Technical (GT) Group Working as Fishery Officers

Union Proposal																	
The Bargaining Agent is proposing to roll into salary the existing allowance and to introduce an additional allowance that shall form part of salary:																	
<table border="1" style="margin: auto; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 5px;">Annual allowance: General Technical (GT)</th> </tr> <tr> <th style="text-align: center; padding: 5px;">Positions</th> <th style="text-align: center; padding: 5px;">Annual allowance</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; padding: 5px;">GT-02</td> <td style="text-align: center; padding: 5px;">12.31% of salary</td> </tr> <tr> <td style="text-align: center; padding: 5px;">GT-03</td> <td style="text-align: center; padding: 5px;">12.31% of salary</td> </tr> <tr> <td style="text-align: center; padding: 5px;">GT-04</td> <td style="text-align: center; padding: 5px;">12.31% of salary</td> </tr> <tr> <td style="text-align: center; padding: 5px;">GT-05</td> <td style="text-align: center; padding: 5px;">12.31% of salary</td> </tr> <tr> <td style="text-align: center; padding: 5px;">GT-06</td> <td style="text-align: center; padding: 5px;">15.47% of salary</td> </tr> <tr> <td style="text-align: center; padding: 5px;">GT-07</td> <td style="text-align: center; padding: 5px;">15.47% of salary</td> </tr> </tbody> </table>		Annual allowance: General Technical (GT)		Positions	Annual allowance	GT-02	12.31% of salary	GT-03	12.31% of salary	GT-04	12.31% of salary	GT-05	12.31% of salary	GT-06	15.47% of salary	GT-07	15.47% of salary
Annual allowance: General Technical (GT)																	
Positions	Annual allowance																
GT-02	12.31% of salary																
GT-03	12.31% of salary																
GT-04	12.31% of salary																
GT-05	12.31% of salary																
GT-06	15.47% of salary																
GT-07	15.47% of salary																
c. The allowance specified above <b>shall does not</b> form part of an employee's salary.																	

### **Remarks:**

#### *Increase and expansion of allowance*

The Bargaining Agent is proposing a significant increase and expansion of the allowance covered by the appendix.

Based on the 2019 wage study conducted by Korn Ferry, GT sub-group salaries are competitive with the market. Therefore, the Employer sees no justification to increase the allowance to GT employees covered by this Appendix.

The Employer also wish to highlight that this allowance was introduced in the last round of bargaining, which was identified by the Bargaining Agent as a key priority to be addressed.

The Appendix should be renewed with no increases and focus should be on other priorities for the current round of bargaining.

#### *Allowance shall form part of salary*

The Bargaining Agent is also proposing that the allowance form part of an employee's salary.

The Employer submits that the PSAC has historically raised questions in relation to the "pensionability" of new or modified allowances that are paid as forms of compensation in addition to (or separately from) basic pay.

The basis for determining whether an allowance is pensionable derives from the definition of “salary” in subsection 3(1) of the *Public Service Superannuation Act* (PSSA).

**salary** means

(a) as applied to the public service, the basic pay received by the person in respect of whom the expression is being applied for the performance of the regular duties of a position or office **exclusive of any amount received as allowances**, special remuneration, payment for overtime or other compensation or as a gratuity unless that amount is deemed to be or to have been included in that person’s basic pay pursuant to any regulation made under paragraph 42(1)(e)

Therefore, any language within a collective agreement to suggest that an allowance forms part of salary and is pensionable is inconsequential and of no legal bearing to the determination for the purpose of the PSSA.

The Employer respectfully submits that the Commission does not have the jurisdiction to deal with the Bargaining Agent’s proposals to include the allowance in an employee’s salary pursuant to subparagraphs 177(1)(a) and 177(1)(b) of the Federal Public Sector Labour Relations Act:

- (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.

It should be noted that the Bargaining Agent has made a similar proposal for each of the allowances provided under Appendices X, Z, AA, BB, CC, DD and EE. The Employer requests that the Commission not include this proposal in its report for all of these changes.

Based on the all above, the Employer requests that the Commission recommend not including these changes in its report.

## Appendix AA – Memorandum of Understanding in respect of employees in the general technical (GT) group working as enforcement and wildlife officers at Environment Canada

### Employer Proposal

**Change the title to:** Memorandum of Understanding in respect of employees in the General Technical (GT) group working as enforcement ~~and wildlife~~ officers at Environment Canada

1. The parties agree that GT employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
  - a. ~~Commencing on June 22, 2016,~~ GT employees who perform duties of Enforcement ~~and Wildlife~~ Officers at Environment Canada and who are fully designated with Peace Officer powers shall be eligible to receive an annual allowance to be paid biweekly.
  - b. The allowance shall be paid in accordance with the following table:

**i. Commencing on June 22, 2018:**

<b>Annual allowance: General Technical (GT)</b>	
<b>Position</b>	<b>Annual allowance</b>
<b>GT-02</b>	\$3,000
<b>GT-03</b>	\$3,000
<b>GT-04</b>	\$3,000
<b>GT-05</b>	\$3,000

**ii. Commencing on June 22, 2020:**

<b>Annual allowance: General Technical (GT)</b>	
<b>Position</b>	<b>Annual amount</b>
<b>GT-06</b>	<b>\$3,000</b>
<b>GT-07</b>	<b>\$3,000</b>

- c. The allowance specified above does not form part of an employee's salary.
2. 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.
3. Part-time employees shall be entitled to the allowance on a pro-rata basis.
4. This Memorandum of Understanding expires on June 21, ~~2022~~ 2018.

### Union Proposal

The Bargaining Agent is proposing to roll into salary the existing allowance and to introduce an additional allowance that shall form part of salary:

<b>Annual allowance: General Technical (GT)</b>	
<b>Positions</b>	<b>Annual allowance</b>
GT-02	12.31% of salary
GT-03	12.31% of salary
GT-04	12.31% of salary
GT-05	12.31% of salary
GT-06	15.47% of salary
GT-07	15.47% of salary

c. The allowance specified above **shall** ~~does not~~ form part of an employee's salary.

### Remarks:

The \$3,000 allowance is currently applicable to 169 employees occupying GT-02 to GT-05 level positions.

This annual allowance was introduced in the 2014 round of bargaining to recognize the enforcement duties performed by employees in the GT sub-group as Enforcement and Wildlife Officers at Environment Canada, which was a key priority identified by the bargaining agent.

The bargaining agent is now seeking an increase to the allowance, as well as expanding its application to other levels in the GT sub-group.

Based on the wage study conducted by Korn Ferry in 2019, GT sub-group salaries are competitive with the market. As such, the Employer sees no justification to increase the allowance to GT employees covered by this Appendix.

However, the Employer recognizes that the introduction of the allowance has created compression issues; some employees are now reluctant to accept positions at the GT-06 and GT-07 levels given employees working at these levels are not eligible to receive the allowance.

During negotiations, the Employer proposed to expand the application of this allowance to employees working in GT-06 and GT-07 level positions performing the duties of Enforcement Officers to address these compression issues. This was done in the context of a comprehensive settlement offer, which included economic increases that are lower than what is included in this brief.

Extending the application of the allowance would make the Appendix applicable to an additional 40 employees. The costing of the Employer proposal is valued at \$187,153 or 0.02% of the TC wage base.

In the context of a comprehensive settlement, the Employer would be prepared to consider increasing the allowance as part of the 1% allocated for group-specific measures included in the overall available economic envelope mentioned earlier in this brief.

#### Allowance shall form part of salary

The Bargaining Agent is also proposing that the allowance form part of an employee's salary.

The Employer submits that the PSAC has historically raised questions in relation to the "pensionability" of new or modified allowances that are paid as forms of compensation in addition to (or separately from) basic pay.

The basis for determining whether an allowance is pensionable derives from the definition of "salary" in subsection 3(1) of the *Public Service Superannuation Act* (PSSA).

#### **salary** means

(a) as applied to the public service, the basic pay received by the person in respect of whom the expression is being applied for the performance of the regular duties of a position or office **exclusive of any amount received as allowances**, special remuneration, payment for overtime or other compensation or as a gratuity unless that amount is deemed to be or to have been included in that person's basic pay pursuant to any regulation made under paragraph 42(1)(e)

Therefore, any language within a collective agreement to suggest that an allowance forms part of salary and is pensionable is inconsequential and of no legal bearing to the determination for the purpose of the PSSA.

The Employer respectfully submits that the Commission does not have the jurisdiction to deal with the Bargaining Agent's proposals to include the allowance in an employee's salary pursuant to subparagraphs 177(1)(a) and 177(1)(b) of the FPSLRA:

- (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.

It should be noted that the Bargaining Agent has made a similar proposal for each of the allowances provided under Appendices X, Z, AA, BB, CC, DD and EE. The Employer requests that the Commission not include this proposal in its report for all of these changes.

Based on the all above, the Employer recommends that the Commission considers the inclusion of the Employer proposal in its report as part of a comprehensive settlement and within the 1% allocated for group-specific measures included in the overall available economic envelope.

**Appendix BB – Memorandum of Understanding in respect of employees in the Engineering and Scientific Support (EG) Group working at Fleet Maintenance facilities or Formation Technical Authority at the Department of National Defense**

**Employer Proposal**

**Change the title to:** Memorandum of Understanding in respect of employees ~~in the engineering and scientific support (EG) group~~ working at fleet maintenance facilities or Formation Technical Authority at the Department of National Defense

1. The Employer will provide an annual allowance **to incumbents of Technical Services (TC) Group positions for the performance of their duties.** ~~to incumbents of Engineering and Scientific Support (EG) Group positions at the EG-06 level for the performance of their duties as EGs, listed below.~~
2. The parties agree that EG employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions: a. Commencing on June 22, 2016 **2018**, EG-06 level employees who perform EG duties at a Fleet Maintenance Facility at the Department of National Defence either in Production, Engineering or Formation Technical Authority, and

**Effective June 22, 2020, the previous paragraph is replaced by the following:**

- a. ~~Commencing on June 22, 2016, EG-06 level e~~Employees who perform EG duties at a Fleet Maintenance Facility **or the Formation Technical Authority** at the Department of National Defence **shall be eligible to receive an annual allowance to be paid biweekly.** ~~either in Production, Engineering or Formation Technical Authority,~~

and

- b. **The allowance shall be paid in accordance with the following table:**

- i. **Commencing on June 22, 2018:**

Annual allowance	
Position	Annual amount
EG-06	\$2,500

- ii. **Commencing on June 22, 2020:**

Annual allowance	
Position	Annual amount
All groups	\$2,500



~~e. exercising their authority and responsibility directly towards ships, shall be eligible to an annual allowance in the amount of \$2,500, to be paid biweekly.~~

3. The allowance specified above does not form part of an employee's salary.
4. 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.
5. Part-time employees shall be entitled to the allowance on a pro-rata basis.
6. This Memorandum of Understanding expires on June 21, ~~2022~~ 2018.

### Union Proposal

Expand application of the Appendix to all EG and TI employees employed by the Department of National Defense in fleet maintenance facilities, contractor's ship repair yards, or in a maintenance facility that performs 3<sup>d</sup> and 4<sup>th</sup> line maintenance. The following occupational allowances shall be paid to members:

- EG-04: 7.77% of salary
- EG-05: 7.77% of salary
- EG-06: 5.01% of salary (after existing allowance of \$2,500 rolled into salary)
- EG-07: 7.77% of salary
- TI-05, TI-06 and TI-07: 8.36% of salary

3. The allowance specified above ~~shall does not~~ form part of an employee's salary.

### Remarks:

The \$2,500 allowance is currently applicable to 128 employees at the EG-06 level.

This annual allowance was introduced in the 2014 round of bargaining to address specific recruitment issues in the Engineering and Scientific Support (EG) sub-group working at Fleet Maintenance Facilities (FMF) at the Department of National Defence (DND).

The Bargaining Agent has proposed a significant increase and expanding the application of the allowance to other sub-groups.

Based on the wage study performed by Korn Ferry 2019, EG/GT/TI sub-groups salaries are competitive with the market. Therefore, the Employer sees no justification to increase the allowance of employees covered by this Appendix.

However, the Employer recognizes that the introduction of the allowance in the last round has not resolved all recruitment and retention issues at the FMF. Expanding the application of this allowance to all employees would help resolve specific

recruitment issues at the FMF and facilitate the application and payment of the allowance by PSPC (pay simplification measure).

During negotiations, the Employer proposed to expand the application of the allowance to all TC sub-groups working at the FMF. This was done in the context of a comprehensive settlement offer, which included economic increases that are lower than what is included in this brief. The Employer proposal is valued at \$231,075 or 0.03% of the TC wage base.

In the context of a comprehensive settlement, the Employer is prepared to expand the eligibility of this allowance to all employees in the TC employees working at the FMF at DND, as part of the 1% allocated for group-specific measures included in the overall economic envelope mentioned earlier in this brief.

#### Allowance shall form part of salary

The Bargaining Agent is also proposing that the allowance form part of an employee's salary.

The Employer submits that the PSAC has historically raised questions in relation to the "pensionability" of new or modified allowances that are paid as forms of compensation in addition to (or separately from) basic pay.

The basis for determining whether an allowance is pensionable derives from the definition of "salary" in subsection 3(1) of the PSSA.

#### **salary** means

(a) as applied to the public service, the basic pay received by the person in respect of whom the expression is being applied for the performance of the regular duties of a position or office **exclusive of any amount received as allowances**, special remuneration, payment for overtime or other compensation or as a gratuity unless that amount is deemed to be or to have been included in that person's basic pay pursuant to any regulation made under paragraph 42(1)(e)

Therefore, any language within a collective agreement to suggest that an allowance forms part of salary and is pensionable is inconsequential and of no legal bearing to the determination for the purpose of the PSSA.

The Employer respectfully submits that the Commission does not have the jurisdiction to deal with the Bargaining Agent's proposals to include the allowance in an employee's salary pursuant to subparagraphs 177(1)(a) and 177(1)(b) of the FPSLRA:

- (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.

It should be noted that the Bargaining Agent has made a similar proposal for each of the allowances provided under Appendices X, Z, AA, BB, CC, DD and EE. The Employer requests that the Commission not include this proposal in its report for all of these changes.

Based on the all above, the Employer recommends that the Commission considers the inclusion of the Employer proposal in its report as part of a comprehensive settlement and within the 1% allocated for group-specific measures included in the overall available economic envelope.

## Appendix CC – Memorandum of Understanding in respect of employees in the General Technical (GT) group working as Search and Rescue Coordinators in a Joint Rescue Coordination Centre (JRCC)

### Employer Proposal

**Change the title to:** Memorandum of Understanding in respect of employees in the General Technical (GT) Group working as ~~search and rescue coordinators~~ in a Joint Rescue Coordination Centre (JRCC)

1. The Employer will provide an annual allowance to incumbents of General Technical (GT) Group positions at the GT-05 **and 06** level for the performance of their duties as GTs, in accordance with the provisions listed below.
2. The parties agree that GT employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
  - a. ~~Commencing on June 22, 2016,~~ GT-05 **and 06** level employees working as Search and Rescue (SAR) **Coordinators or Regional Supervisors of Maritime SAR** at the Canadian Coast Guard in a Joint Rescue Coordination Centre or Maritime Sub-Centre, and
  - b. who are required in the performance of their duties to have knowledge of and extensive experience in maritime navigation, ship operations, ship stability, meteorology, ship construction and search and rescue planning and coordination, and
  - c. who possess Transport Canada or Canadian Coast Guard Marine certificates of competency,

shall be eligible to an annual allowance ~~in the amount of \$3,154~~ to be paid biweekly.

- d. **The annual allowance shall be received in accordance with the following table:**

- i. **Commencing on June 22, 2018:**

Annual allowance: General Technical (GT)	
Position	Annual amount
GT-05	\$3,154

- ii. **Commencing on June 22, 2020:**

Annual allowance: General Technical (GT)	
Position	Annual amount
GT-06	\$3,154

3. The allowance specified above shall does not form part of an employee's salary.
4. 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.
5. Part-time employees shall be entitled to the allowance on a pro-rata basis.
6. This Memorandum of Understanding expires on June 21, **2022 2018**.

### Union Proposal

After existing allowance rolled into salary, an additional occupational allowance in the following amounts shall be introduced as a part of salary:

- GT-05: 18.01%
- GT-06 and GT-07: (Regional Supervisor): 22.01% (4% allowance from last round plus 18.01%)
- Introduce new occupational allowance equivalent to the existing allowance under Appendix CC plus the increases listed above to all employees who possess Transport Canada or Canadian Coast Guard Marine certificates of competency in the following jobs:
  - Officers in Regional or Emergency Operations Centres (GT-05) as well as the superintendents and deputy superintendents (GT-06)
  - Any Officers qualified at the rank of First Officer (GT-04), Craft Captain (GT-05) or Officer in Charge (GT-06 and GT-07), or Engineers (EG) at a Hovercraft Base.
    - The GT-04 and EG positions shall receive an increase of 22.01% and the other classifications at the amounts listed above.
  - Senior Response Officers (GT-05) or Supervisors thereto (GT-06 and GT-07) employed at Coast Guard

4. The allowance specified above **shall does not** form part of an employee's salary.

### Remarks:

During the last round of bargaining a new \$3,154 allowance was introduced in the collective agreement in respect of employees in the GT sub-group working as search and rescue coordinators in a JRCC.

The allowance is currently only applicable to GT-05 employees who met the following conditions:

- a. Commencing on June 22, 2016, GT-05 level employees working as Search and Rescue (SAR) Coordinators at the Canadian Coast Guard in a Joint Rescue Coordination Centre or Maritime Sub-Centre,

and

- b. who are required in the performance of their duties to have knowledge of and extensive experience in maritime navigation, ship operations, ship stability, meteorology, ship construction and search and rescue planning and coordination,

and

- c. who possess Transport Canada or Canadian Coast Guard Marine certificates of competency,

shall be eligible to an annual allowance in the amount of \$3,154 to be paid biweekly.

The Bargaining Agent has proposed a significant increase and expansion of the allowance.

Based on the 2019 Korn Ferry wage study, EG/GT sub-group salaries are competitive with the market. Therefore, the Employer sees no justification to increase the allowance of employees covered by this Appendix.

However, the Employer recognizes that the introduction of the allowance and its limited application to GT-05 employees has created compression issues between GT-05 and GT-06 levels.

During negotiations, the Employer proposed to expand the application of this allowance to GT-06 level employees working as Search and Rescue (SAR) Coordinators or Regional Supervisors of Maritime SAR at the Canadian Coast Guard in a Joint Rescue Coordination Centre or Maritime Sub-Centre to address these compression issues. This was done in the context of a comprehensive settlement offer, which included economic increases that are lower than what is included in this brief.

Expanding the application of the allowance would make the Appendix applicable to an additional 17 employees. This expansion would cost the Employer \$18,451 or 0.002% of the TC wage base.

In the context of a comprehensive settlement, the Employer would be prepared to consider expanding the allowance, as part of the 1% allocated for group-specific measures included in the overall economic envelope discussed earlier in this brief.

Allowance shall form part of salary

The Bargaining Agent is also proposing that the allowance form part of an employee's salary.

The Employer submits that the PSAC has historically raised questions in relation to the "pensionability" of new or modified allowances that are paid as forms of compensation in addition to (or separately from) basic pay.

The basis for determining whether an allowance is pensionable derives from the definition of "salary" in subsection 3(1) of the PSSA.

**salary** means

(a) as applied to the public service, the basic pay received by the person in respect of whom the expression is being applied for the performance of the regular duties of a position or office **exclusive of any amount received as allowances**, special remuneration, payment for overtime or other compensation or as a gratuity unless that amount is deemed to be or to have been included in that person's basic pay pursuant to any regulation made under paragraph 42(1)(e).

Therefore, any language within a collective agreement to suggest that an allowance forms part of salary and is pensionable is inconsequential and of no legal bearing to the determination for the purpose of the PSSA.

The Employer respectfully submits that the Commission does not have the jurisdiction to deal with the Bargaining Agent's proposals to include the allowance in an employee's salary pursuant to subparagraphs 177(1)(a) and 177(1)(b) of the Federal Public Sector Labour Relations Act:

- (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.

It should be noted that the Bargaining Agent has made a similar proposal for each of the allowances provided under Appendices X, Z, AA, BB, CC, DD and EE. The Employer requests that the Commission not include this proposal in its report for all of these changes.

Based on the all above, the Employer recommends that the Commission considers the inclusion of the Employer proposal in its report as part of a comprehensive settlement and within the 1% allocated for group-specific measures included in the overall available economic envelope.



## Appendix DD – Memorandum of Understanding in respect of employees in the Technical Inspector (TI) group working as Labour Affairs Officers at Employment and Social Development Canada

### Employer Proposal

1. The Employer will provide an allowance to incumbents of Technical Inspector (TI) Group positions at the TI-05 **and 06** level working as a Labour Affairs Officer (LAO) at Employment and Social Development Canada (ESDC).
  2. The parties agree that TI employees in ESDC positions shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
    - b. ~~Commencing on June 22, 2016,~~ TI employees who perform duties of positions identified above, shall be eligible to receive an annual allowance to be paid biweekly.
    - c. The annual allowance shall be received in accordance with the following table:
      - i. **Commencing on June 22, 2018:**

Annual allowance: Technical Inspector (TI)	
Position	Annual amount
TI-05	\$3,000
      - ii. **Commencing on June 22, 2020:**

Annual allowance: Technical Inspector (TI)	
Position	Annual amount
TI-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.
5. This Memorandum of Understanding expires on June 21, ~~2018~~ **2022**.

### Union Proposal

After existing allowance rolled into salary, an additional occupational allowance in the following amounts shall be introduced as a part of salary:

- TI-05: 4.65% of salary
- TI-06: 7.93% (Catch up to TI-05 plus additional allowance to equal the rates)

- c. The allowance specified above ~~shall does not~~ **shall** not form part of an employee's salary.

**Remarks:**

The \$3,000 allowance is currently applicable to 183 employees occupying TI-05 level positions.

This annual allowance was introduced in the 2014 round of bargaining to recognize the enforcement duties performed by employees in the TI sub-group as Labour Affairs Officers at ESDC, which was a key priority identified by the Bargaining Agent.

The Bargaining Agent is now seeking an increase to the allowance as well as expanding its application to TI-06 employees.

Based on the wage study conducted by Korn Ferry in 2019, TI sub-group salaries are competitive with the market. As such, the Employer sees no justification to increase the allowance to TI employees covered by this Appendix.

However, the Employer recognizes that the introduction of the allowance has created compression issues; some employees are now reluctant to accept positions at the TI-06 level given that TI-06 level employees are not eligible to receive the allowance.

During negotiations, the Employer proposed to expand the application of this allowance employees working in TI-06 level positions performing the duties of Labour Affairs Officers to address these compression issues. This was done in the context of a comprehensive settlement offer, which included economic increases that are lower than what is included in this brief.

Extending the application of the allowance would make the Appendix applicable to an additional 13 employees. The cost of that proposal is \$59,670 or 0.01% of the TC wage base.

In the context of a comprehensive settlement, the Employer would be prepared to consider increasing the allowance as part of the 1% allocated for group-specific measures included in the overall available economic envelope mentioned earlier in this brief.

**Allowance shall form part of salary**

The Bargaining Agent is also proposing that the allowance form part of an employee's salary.

The Employer submits that the PSAC has historically raised questions in relation to the “pensionability” of new or modified allowances that are paid as forms of compensation in addition to (or separately from) basic pay.

The basis for determining whether an allowance is pensionable derives from the definition of “salary” in subsection 3(1) of the PSSA.

**salary** means

(a) as applied to the public service, the basic pay received by the person in respect of whom the expression is being applied for the performance of the regular duties of a position or office **exclusive of any amount received as allowances**, special remuneration, payment for overtime or other compensation or as a gratuity unless that amount is deemed to be or to have been included in that person’s basic pay pursuant to any regulation made under paragraph 42(1)(e)

Therefore, any language within a collective agreement to suggest that an allowance forms part of salary and is pensionable is inconsequential and of no legal bearing to the determination for the purpose of the PSSA.

The Employer respectfully submits that the Commission does not have the jurisdiction to deal with the Bargaining Agent’s proposals to include the allowance in an employee’s salary pursuant to subparagraphs 177(1)(a) and 177(1)(b) of the Federal Public Sector Labour Relations Act:

- (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.

It should be noted that the Bargaining Agent has made a similar proposal for each of the allowances provided under Appendices X, Z, AA, BB, CC, DD and EE. The Employer requests that the Commission not include this proposal in its report for all of these changes

Based on the all above, the Employer recommends that the Commission considers the inclusion of the Employer proposal in its report as part of a comprehensive settlement and within the 1% allocated for group-specific measures included in the overall available economic envelope.

## Appendix EE – Memorandum of Understanding in Respect of Employees in the Technical Inspector (TI) Group Working at Measurement Canada

Union Proposal
After existing allowance rolled into salary, an additional occupational allowance in the following amounts shall be introduced as a part of salary: <ul style="list-style-type: none"> <li>• TI-03 to TI-07: 12.88% of salary</li> </ul>
c. The allowance specified above <b>shall does not</b> form part of an employee's salary.

### Remarks:

The Employer submits that the Bargaining Agent's proposal to increase this allowance is based on a custom compensation survey commissioned by the PSAC and carried out by Aon Hewitt in 2015.

The Employer submits that the union has not clearly demonstrated that the study is based on clear and relevant comparators.

Based on the wage study performed by Korn Ferry in 2019, TI sub-group salaries are competitive with the market. Therefore, the Employer sees no justification to increase the allowance of employees covered by this Appendix.

The Employer also wishes to highlight that this allowance was introduced in the last round of bargaining as it was key priority to be addressed. As such, it is premature to re-open that Appendix to simply increase the amount of the current allowance without addressing any real apparent issues.

Given the limited fiscal capacity of the government, the Appendix should be renewed with no increases and focus should be on other priorities for the current round of bargaining.

### Allowance shall form part of salary

The Bargaining Agent is also proposing that the allowance form part of an employee's salary.

The Employer submits that the PSAC has historically raised questions in relation to the "pensionability" of new or modified allowances that are paid as forms of compensation in addition to (or separately from) basic pay.

The basis for determining whether an allowance is pensionable derives from the definition of "salary" in subsection 3(1) of the PSSA.

**salary** means

**(a)** as applied to the public service, the basic pay received by the person in respect of whom the expression is being applied for the performance of the regular duties of a position or office **exclusive of any amount received as allowances**, special remuneration, payment for overtime or other compensation or as a gratuity unless that amount is deemed to be or to have been included in that person's basic pay pursuant to any regulation made under paragraph 42(1)(e)

Therefore, any language within a collective agreement to suggest that an allowance forms part of salary and is pensionable is inconsequential and of no legal bearing to the determination for the purpose of the PSSA.

The Employer respectfully submits that the Commission does not have the jurisdiction to deal with the Bargaining Agent's proposals to include the allowance in an employee's salary pursuant to subparagraphs 177(1)(a) and 177(1)(b) of the FPSLRA:

- (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.

It should be noted that the Bargaining Agent has made a similar proposal for each of the allowances provided under Appendices X, Z, AA, BB, CC, DD and EE. The Employer requests that the Commission not include this proposal in its report for all of these changes.

Based on the all above, the Employer requests that the Commission recommend not including this change in its report.

**Appendix GG – 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 for the Technical Services (TC) Bargaining Unit**

**Union Proposal**

Replace the existing Appendix GG with:

**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 Technical Services bargaining unit.**

**The Employer is committed to complete and finalize the review and redesign of the TC occupational group structure (OGS), including the development of job evaluation standards for the TC Occupational Group.**

**The parties agree that the job evaluation standards are to be consistent with the application of gender neutral job evaluation principles and practices and will follow the requirements under the Canadian Human Rights Act, or subsequent pay equity legislation applicable to employees in the federal public service.**

**The Employer is committed to engaging in meaningful consultation with the Alliance. Meaningful consultation on Classification Reform will include consultation with the Alliance on the development of job evaluation standards which reflect and evaluate, in a gender neutral manner, the work performed by employees in the TC Occupational Group.**

**The Employer agrees to pay to all employees in the bargaining unit, a pensionable lump sum payment of one hundred dollars (\$100) per month for all months from January 2020 onwards. The penalty shall be increased by fifty dollars (\$50) every subsequent January until the completion of the new job evaluation standards and the negotiation of new wage rates as set out below.**

**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.**

### Employer Proposal

*\*\*The specific section to be amended is noted as follows\*\**

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, 2019~~ **June 30, 2021**, for ~~Treasury Board Minister's~~ consideration toward the objective of negotiating **the new** pay lines for these job evaluation standards in ~~a the~~ subsequent collective agreement.

**The new job evaluation standards are subject to Treasury Board approval. Any subsequent changes to the bargaining certificate necessary to implement the standards will be subject to the approval of the Federal Public Sector Labour Relations and Employment Board.**

### Remarks:

The Employer is proposing to extend the deadline agreed to by the parties in the last round of bargaining contained in the MOU for completing the new job evaluation standards from December 30, 2019, to June 30, 2021.

In addition, the Employer wishes to amend its proposal to bring clarity to the Employer's commitment and obligation. The new language proposed by the Employer clarifies the steps required before being in a position to negotiate pay lines in a subsequent collective agreement as a result of the completion of the new job evaluation standards.

The Employer remains committed to completing and finalizing the review and redesign of the TC Occupational Group, including the development of job evaluation standards for the TC group. However, more time is required given the Employer's current capacity.

The work required to fulfill the MOU with the PSAC for the review of the Program and Administrative Services (PA) Occupational Group and development of new job evaluation standards for this group was significant. These new job evaluation standards are complete and are being implemented. As a result, the Employer can now focus on the TC Review.

Developing new job evaluation standards is a complex process that requires extensive consultation with stakeholders, including the Bargaining Agent and departmental business owners, to ensure the resulting tools are technically sound and operationally relevant.



To fulfill the obligation to provide for meaningful consultation under the current MOU, the Employer requires more time than is currently available.

Based on the above, the Employer requests that the Commission recommend extending the deadline for the completion of the new job evaluation standards as well as the inclusion of clarified language on the Employer's commitment and obligation. The Employer requests that the Commission reject the Bargaining Agent's proposal or any penalty clause.

## Various articles – Enforcement Workers

### Union Proposal

- **Paid meal breaks for Enforcement Workers**
  - Notwithstanding any other provisions related to hours of work, employees who are in Enforcement Positions, exceptionally, may be required to eat his or her meal at their work post when the nature of the duties makes it necessary.
  - In the event that the Employer is unable to grant an employee a meal break, in lieu thereof the employee shall receive an additional one half (1/2) hour of compensation at overtime rates.
- **The Union proposes to implement a Use of Force Allowance for employees who are Use of Force Specialists, instructing other employees in either Basic Firearms training or in Defensive Tactics. The Union proposes that this allowance be for \$3,000 per year.**

### Remarks:

The Bargaining Agent is proposing to implement paid meal breaks for enforcement workers, as well as a new annual use of force allowance in the amount of \$3,000 for employees who are use of force specialists, instructing other employees.

### Paid Meal Breaks

The Employer submits that the existing provisions of the collective agreement give managers the flexibility they need to compensate officers for time worked. If an officer works more than his or her scheduled hours (whether or not they took a meal break) they would be compensated accordingly. Rarely, if ever, would an officer not be able to break for a meal during operations so it seems unnecessary to create more administration to address a situation that is already covered.

The Employer further submits that the situation is no different from that encountered by other employees in enforcement type positions who will on occasion have their meal in their vehicle. There is also a similar provision at Appendix M for the PI sub-group.

The Bargaining Agent has not provided any evidence that the Employer has systematically refused officers meal breaks in the past nor have they provided any substantial argument to support the need for paid meal breaks for these officers.

---

### Use of Force Allowance

“Use of force” is a concept that is intrinsically linked to the enforcement duties being performed by employees covered by appendices that were introduced in the last round of bargaining. This includes Appendix Z and AA, which are applicable to Fishery Officers and Environmental Officers respectively.

The Employer recognizes that these employees need to be trained to be able to perform their duties and deliver the government's mandate. The Employer has various means to achieve this, including peer training and partnering with the RCMP, who has a skilled workforce that can offer such training.

However, the Employer does not believe the introduction of a new allowance is required. A new allowance was introduced during the last round to recognize the performance of duties of enforcement officers.

As such, the Employer requests that the Commission not include these proposals in its report.

## New Article XX – Whistleblowing

### Union Proposal

**No employee shall be disciplined or otherwise penalized, including but not limited to, demotion, suspension, dismissal, financial penalty, loss of accumulated service, advancement or opportunity in the public service, as a result of disclosing any wrongful act or omission, such as: an offence against an Act of Parliament, an Act of a legislature of any province or any instrument issued under any such Act; an act or omission likely to cause a significant waste of public money; an act or omission likely to endanger public health or safety or the environment.**

### Remarks:

The Bargaining Agent is proposing to include a whistleblower protection clause in the Agreement.

The Employer submits that Canadian law already includes protection for whistleblowers. Under Section 425.1 of the Criminal Code, it is an offence for employers to threaten to or to take disciplinary action, demote, terminate or otherwise adversely affect employment with the intent to force the employee to refrain from providing information to law enforcement about an offence or to retaliate against an employee who has already provided such information.

In addition, federal public sector employees are protected from whistleblowing retaliations under federal whistleblower legislation. The *Public Servants Disclosure Protection Act* (PSDPA) prohibits employers from taking retributive action against a public servant who has made a protected disclosure or has, in good faith, cooperated in an investigation into a disclosure or an investigation commenced under the Act.

In June 2017, the House of Commons Government Operations and Estimates Committee released a report recommending changes to the PSDPA to enhance whistleblower protection and the government is currently considering the committee's recommendations, including expanding the definition of the terms “wrongdoing” and “reprisal,” and modifying the definition of the term “protected disclosure” under the Act and amending the legislation to protect and support the whistleblowers and to prevent retaliation against them.

The Employer submits that the integrity of the federal public service continues to be a priority for the government and that when it comes to whistleblower protection laws, improvement through review and auditing of the PSDPA as opposed to creating a different framework in the collective agreement is the appropriate

mechanism to ensure that it does what it is intended to do: offer appropriate protection to whistleblowers.

The Employer does not support creating a different framework from the existing legislative framework.

As such, the Employer requests that the Commission not include this proposal in its report.

## **New Appendix “X-2” Ammunition Technicians**

<b>Union Proposal</b>
Introduce a new occupational allowance for all Ammunition Technicians in the GT classification which shall form part of salary of 16.07%

### **Remarks:**

The Bargaining Agent is proposing to introduce a new allowance for all Ammunition Technicians in the GT classification.

However, the Bargaining Agent has not advanced any argument to support introducing such an allowance. In addition, the sub-group definition for the GT occupational group states that skilled technical activities are included in the sub-group definition.

The Employer also wish to note that based on the wage study performed by Korn Ferry in 2019, GT sub-group salaries are competitive with the market.

The Employer therefore sees no justification to introduce a new allowance where no recruitment or retention issues have been demonstrated for the sub-group.

The Employer does not see any need to provide additional salary in the form of an allowance.

Given the limited fiscal capacity and that our salaries for the sub-group are competitive and no recruitment and retention issues were advance to support the proposal the Employer respectfully requests that the Commission not include this proposal in its report.

## New Appendix “X-3” Pharmacy Technicians

Union Proposal
Introduce a new occupational allowance to reimburse Pharmacy Technicians (EG-03) for the cost of the annual license that is required that is required to perform their duties.

### Remarks

The Bargaining Agent is proposing to introduce a new allowance to reimburse Pharmacy Technicians at the EG-03 group and level working at Correctional Services Canada (CSC) for the cost of the annual licence that is required to perform their duties.

The Employer submits that CSC already reimburses Pharmacy Technicians at the EG-03 group and level for their registration fees given that the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.

The Employer further submits that Article 66 of the Agreement – Membership fees already addresses the Bargaining Agent's proposal. Specifically, clause 66.01 states:

**66.01** *The Employer shall reimburse an employee for the payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.*

As such, the Employer requests that the Commission not include this proposal in its report.

---

**New Appendix “X-4”  
Aircraft Maintenance Engineers**

Union Proposal
EG-05 and EG-06 members located in Prince Rupert shall receive an annual allowance of \$5,000.

**Remarks:**

The Bargaining Agent is proposing to introduce a new allowance for aircraft maintenance engineers occupying positions at the EG-05 and EG-06 group and level.

However, the Bargaining Agent has not advanced any argument to support the introduction of such an allowance.

As such, the Employer requests that the Commission not include this proposal in its report.



## **Part V – Technical Services (TC) Group Definition**

## **Technical Services (TC) Group**

The Technical Services Group comprises positions that are primarily involved in the performance, inspection and leadership of skilled technical activities.

### **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 planning, design and making of maps, charts, drawings, illustrations and art work;
2. the design of three-dimensional exhibits or displays within a predetermined budget and pre-selected theme;
3. the conduct of analytical, experimental or investigative activities in the natural, physical and applied sciences; the preparation, inspection, measurement and analysis of biological, chemical and physical substances and materials; the design, construction, modification and assessment of technical systems and equipment or the calibration, maintenance and operation of instruments and apparatus used for these purposes; and the observation, calculation, recording and the interpretation, presentation and reporting of results of tests or analyses, including:
  - a. the performance of activities involving the application of the principles, methods, and techniques of engineering technology and a practical knowledge of the construction, application, properties, operation and limitations of engineering or surveying systems, processes, structures, buildings or materials, and machines or devices;
  - b. the planning of approaches, the development or selection and application of methods and techniques, including computer software, to conduct analytical, experimental or investigative activities; the evaluation and interpretation of results; and the preparation of technical reports;
  - c. the observation and recording of events and the analysis of information relating to such fields as meteorology, hydrography, or oceanography and the presentation of the results of such studies; and the provision of data and information relating to meteorology;

- d. the monitoring and investigating of environmental hazards or the provision of advice on those issues impacting upon compliance with public health legislation; and
  - e. the design, development or application of tests, procedures and techniques in support of the diagnosis, treatment and prevention of human and animal diseases and physical conditions;
4. the application of statutes, regulations and standards affecting agricultural, fishery and forestry products;
  5. the capture and development of images involving the operation and use of cameras, accessories and photographic processing and reproduction equipment;
  6. the operation of television cameras and video recording systems and equipment;
  7. the inspection and evaluation of quality assurance systems, processes, equipment, products, materials and associated components including electronic equipment used in trade measurement; the development, recommendation or enforcement of statutes, regulations, standards, specifications or quality assurance policies, procedures and techniques; and the investigation of accidents, defects and/or disputes;
  8. the construction and repair of prostheses and orthoses;
  9. the writing of standards, specifications, procedures or manuals related to the above activities;
  10. the performance of other technical functions not included above; and
  11. the planning, development and conduct of training in, or the leadership of, any of the above activities.

### **Exclusions**

Positions excluded from the Technical Services Group are those whose primary purpose is included in the definition of any other group or those in which one or more of the following activities is of primary importance:

1. the planning, conduct or evaluation of control, mapping or charting surveys, and the planning or conduct of legal surveys of real property;

2. the planning, design, construction or maintenance of physical or chemical processes, systems, structures or equipment; and the development or application of engineering standards or procedures;
3. the performance of manual tasks such as cleaning laboratory equipment, assisting in morgue and autopsy tasks, and the care and feeding of laboratory animals;
4. the performance of administrative activities such as program, human resources or financial management and planning that do not require the application of principles outlined in the inclusions; and the administrative management of buildings, grounds and associated facilities;
5. the conduct of experimental, investigative or research and development work in the field of electronics;
6. the leadership of activities related to maintenance and repair functions not requiring knowledge identified in the inclusions;
7. the operation of duplicating or reproduction machines, motion picture projection machines and accessories and process cameras in support of an offset printing or duplicating process;
8. the planning, development, installation and maintenance of information technology and processing systems to manage, administer or support government programs and activities; and
9. the application of electronics technology to the design, construction, installation, inspection, maintenance and repair of electronic and associated equipment, systems and facilities and the development and enforcement of regulations and standards governing the use of such equipment.

Also excluded are positions in which experience as an aircraft pilot and a valid pilot's licence are mandatory.

## **Drafting and Illustration (DD)**

The Technical Services Group comprises positions that are primarily involved in the performance, inspection and leadership of skilled technical activities.

### **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 planning, design and making of maps, charts, drawings, illustrations and art work; and
11. the planning, development and conduct of training in, or the leadership of, any of the above activities.

### **Exclusions**

Positions excluded from the Technical Services Group are those whose primary purpose is included in the definition of any other group or those in which one or more of the following activities is of primary importance:

1. the planning, conduct or evaluation of control, mapping or charting surveys, and the planning or conduct of legal surveys of real property

## **Engineering and Scientific Support (EG)**

The Technical Services Group comprises positions that are primarily involved in the performance, inspection and leadership of skilled technical activities.

### **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:

3. the conduct of analytical, experimental or investigative activities in the natural, physical and applied sciences; the preparation, inspection, measurement and analysis of biological, chemical and physical substances and materials; the design, construction, modification and assessment of technical systems and equipment or the calibration, maintenance and operation of instruments and apparatus used for these purposes; and the observation, calculation, recording and the interpretation, presentation and reporting of results of tests or analyses, including:
  - a. the performance of activities involving the application of the principles, methods, and techniques of engineering technology and a practical knowledge of the construction, application, properties, operation and limitations of engineering or surveying systems, processes, structures, buildings or materials, and machines or devices;
  - b. the planning of approaches, the development or selection and application of methods and techniques, including computer software, to conduct analytical, experimental or investigative activities; the evaluation and interpretation of results; and the preparation of technical reports;
  - c. the observation and recording of events and the analysis of information relating to such fields as meteorology, hydrography, or oceanography and the presentation of the results of such studies; and the provision of data and information relating to meteorology;
  - d. the monitoring and investigating of environmental hazards or the provision of advice on those issues impacting upon compliance with public health legislation; and

- e. the design, development or application of tests, procedures and techniques in support of the diagnosis, treatment and prevention of human and animal diseases and physical conditions;
11. the planning, development and conduct of training in, or the leadership of, any of the above activities.

### **Exclusions**

Positions excluded from the Technical Services Group are those whose primary purpose is included in the definition of any other group or those in which one or more of the following activities is of primary importance:

2. the planning, design, construction or maintenance of physical or chemical processes, systems, structures or equipment; and the development or application of engineering standards or procedures;
3. the performance of manual tasks such as cleaning laboratory equipment, assisting in morgue and autopsy tasks, and the care and feeding of laboratory animals;
4. the performance of administrative activities such as program, human resources or financial management and planning that do not require the application of principles outlined in the inclusions; and the administrative management of buildings, grounds and associated facilities;
5. the conduct of experimental, investigative or research and development work in the field of electronics;
6. the leadership of activities related to maintenance and repair functions not requiring knowledge identified in the inclusions;
8. the planning, development, installation and maintenance of information technology and processing systems to manage, administer or support government programs and activities; and
9. the application of electronics technology to the design, construction, installation, inspection, maintenance and repair of electronic and associated equipment, systems and facilities and the development and enforcement of regulations and standards governing the use of such equipment.

---

## **General Technical (GT)**

The Technical Services Group comprises positions that are primarily involved in the performance, inspection and leadership of skilled technical activities.

### **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 design of three-dimensional exhibits or displays within a predetermined budget and pre-selected theme;
6. the operation of television cameras and video recording systems and equipment;
8. the construction and repair of prostheses and orthoses;
10. the performance of other technical functions not included above; and
11. the planning, development and conduct of training in, or the leadership of, any of the above activities.

### **Exclusions**

Positions excluded from the Technical Services Group are those whose primary purpose is included in the definition of any other group.



## **Primary Products Inspection (PI)**

The Technical Services Group comprises positions that are primarily involved in the performance, inspection and leadership of skilled technical activities.

### **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:

4. the application of statutes, regulations and standards affecting agricultural, fishery and forestry products; and
11. the planning, development and conduct of training in, or the leadership of, any of the above activities.

### **Exclusions**

Positions excluded from the Technical Services Group are those whose primary purpose is included in the definition of any other group.

## **PI-CGC**

### **Primary Products Inspection – Grain Inspection (PI-CGC) Sub-group Definition**

Included in this sub-group are those positions in the Primary Products Inspection Group for which the primary responsibility under the Canada Grain Act and Canada Grain Regulations is:

- the official inspection and grading of cereal grains, oilseeds and pulses and their by-products; and
- the inspection of the condition and sanitation of the storage, treatment and transportation facilities for those products, and the identification and eradication of grain pests.

Also included are related supervisory, trainee and trainer positions.

### **Exclusions**

Positions that do not require the performance of inspection duties under the Canada Grain Act and Canada Grain Regulations are excluded from this sub-group. Also excluded are management positions in the Canadian Grain Commission.

## **Photography (PY)**

The Technical Services Group comprises positions that are primarily involved in the performance, inspection and leadership of skilled technical activities.

### **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:

5. the capture and development of images involving the operation and use of cameras, accessories and photographic processing and reproduction equipment; and
11. the planning, development and conduct of training in, or the leadership of, any of the above activities.

### **Exclusions**

Positions excluded from the Technical Services Group are those whose primary purpose is included in the definition of any other group or those in which one or more of the following activities is of primary importance:

7. the operation of duplicating or reproduction machines, motion picture projection machines and accessories and process cameras in support of an offset printing or duplicating process;

## **Technical Inspection (TI)**

The Technical Services Group comprises positions that are primarily involved in the performance, inspection and leadership of skilled technical activities.

### **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:

7. the inspection and evaluation of quality assurance systems, processes, equipment, products, materials and associated components including electronic equipment used in trade measurement; the development, recommendation or enforcement of statutes, regulations, standards, specifications or quality assurance policies, procedures and techniques; and the investigation of accidents, defects and/or disputes;
9. the writing of standards, specifications, procedures or manuals related to the above activities;
11. the planning, development and conduct of training in, or the leadership of, any of the above activities.

### **Exclusions**

Positions excluded from the Technical Services Group are those whose primary purpose is included in the definition of any other group.

Also excluded are positions in which experience as an aircraft pilot and a valid pilot's licence are mandatory.

## **Part VI –Employer Outstanding Proposals in French**

1. Article 25 – Durée du travail
3. Article 28 – Heures supplémentaires
5. Article 34 – Temps de déplacement
7. Article 47 – Congé payé pour obligations familiales
8. Article 51 – Congé de deuil payé
9. Article 57 – Exposé des fonctions
10. Article 60 – Indemnité de responsabilité correctionnelle
12. Article 68 – Durée de la convention
17. Appendice M – Durée du travail pour les employé-e-s du groupe inspection des produits primaires (PI)
18. Appendice W – Protocole d'accord à l'égard des employé-e-s des groupes Soutien technologique et scientifique (EG) et Techniciens divers (GT) qui travaillent à des postes basés à terre à la garde côtière canadienne (GCC)
21. Appendice AA – Protocole d'entente entre le Conseil du Trésor du Canada et l'Alliance de la Fonction publique du Canada concernant les employé-e-s du groupe Technicien divers (GT) travaillant comme Agents d'application de la loi et de la faune à Environnement Canada
22. Appendice BB – Protocole d'entente entre le Conseil du Trésor du Canada et l'Alliance de la Fonction publique du Canada concernant les employé-e-s du groupe Soutien technologique et scientifique (EG) dans les installations de maintenance de la flotte ministère de la défense nationale
23. Appendice CC – Protocole d'entente entre le Conseil du Trésor du Canada et l'Alliance de la Fonction publique du Canada concernant les employé-e-s du groupe Technicien divers (GT) travaillant en tant que coordonateurs-rices de recherche et sauvetage dans un Centre de coordination des opérations de sauvetage (JRCC)
24. Appendice DD – Protocole d'entente entre le Conseil du Trésor du Canada et l'Alliance de la Fonction publique du Canada à l'égard des employé-e-s du groupe Inspection technique (TI) travaillant en tant qu'agent des affaires du travail À emploi et développement social Canada
26. Appendice GG – Protocole d'entente entre le Conseil du Trésor du Canada et l'Alliance de la Fonction publique du Canada concernant la revue et la conception de la structure du groupe occupationnel et la réforme de classification de l'unité de négociation des Services techniques (TC)

## Article 25 – Durée du travail

### Proposition de l'employeur

#### **25.10 Préavis de changement à l'horaire de travail des travailleurs par poste**

Si le préavis de modification de l'horaire des postes donné à un employé-e est de moins de ~~sept (7) jours~~ **quarante-huit (48) heures**, l'employé-e touche une prime de salaire calculée au tarif et demi (1 1/2) pour le travail effectué pendant le premier poste modifié. Les postes effectués par la suite, selon le nouvel horaire, sont rémunérés au tarif normal. Cet employé-e conserve ses jours de repos prévus à l'horaire qui suivent la modification ou, s'il ou elle a travaillé pendant ces jours-là, il ou elle est rémunéré en conformité avec les dispositions de la présente convention portant sur les heures supplémentaires.

## Article 28 – Heures supplémentaires

### Proposition de l'employeur

**28.01** Chaque période de quinze (15) minutes de travail supplémentaire est rémunérée aux tarifs suivants:

- a. tarif et demi (1 1/2), sous réserve des dispositions de l'alinéa 28.01b);
- b. tarif double (2) pour chaque heure supplémentaire effectuée en sus de quinze (15) heures **dans toute période continue** ~~au cours d'une période donnée de vingt-quatre (24) heures~~ ou en sus de sept virgule cinq (7,5) heures pendant son premier (1er) jour de repos, et pour toutes les heures effectuées pendant le deuxième (2e) jour de repos ou le jour de repos subséquent. L'expression « deuxième (2e) jour de repos ou jour de repos subséquent » désigne le deuxième (2e) jour ou le jour subséquent d'une série ininterrompue de jours de repos civils consécutifs et accolés.

### 28.02

- b. L'Employeur s'efforce de verser la rémunération ~~en espèces~~ des heures supplémentaires **à la sixième semaine après l'approbation de la demande.** ~~au cours de la période de paye qui suit la période pendant laquelle les crédits ont été acquis.~~

### 28.10

**Les indemnités de repas au titre de la présente clause ne s'appliquent pas à un employé qui est autorisé à effectuer des heures supplémentaires en provenance d'un lieu autre que son lieu de travail désigné.**

### Mouvement de l'employeur

#### Indemnité de repas

### 28.10

- a. L'employé-e qui effectue trois (3) heures supplémentaires ou plus juste avant ou juste après ses heures de travail prévues à l'horaire reçoit **douze** ~~dix~~ dollars (120 \$) en remboursement des frais d'un (1) repas, sauf lorsque les repas sont fournis gratuitement.
- b. L'employé-e qui effectue trois (3) heures supplémentaires ou plus qui se prolongent sans interruption après la période mentionnée en a) ci-dessus reçoit un remboursement de **douze** ~~dix~~ dollars (120 \$) en remboursement des frais d'un (1) autre repas pour chaque période additionnelle de trois (3) heures supplémentaires de travail, sauf si les repas sont fournis gratuitement.

## Article 34 – Temps de déplacement

### Proposition de l'employeur

#### 34.07

- a. À la demande de l'employé-e et avec l'approbation de l'Employeur, la rémunération au tarif des heures supplémentaires que prévoit le présent article peut être sous la forme d'un congé compensateur payé **ou à la demande de l'employeur et avec l'accord de l'employé-e, ces heures supplémentaires peuvent être compensées au moyen d'une période équivalente de congé compensateur payé.**

## Article 47 – Congé payé pour obligations familiales

### Mouvement de l'employeur

**47.01** Aux fins de l'application du présent article, la famille s'entend :

- a. de l'époux (ou du conjoint de fait qui demeure avec l'employé-e);
  - b. des enfants (y compris les enfants nourriciers, les enfants d'un autre lit, les enfants de l'époux ou du conjoint de fait), les enfants en tutelle, ou les petits-enfants;
  - c. du père et de la mère (y compris le père et la mère par remariage ou les parents nourriciers);
  - d. de beau-père, de la belle-mère, du frère, de la sœur, du demi-frère, de la demi-sœur, des grands-parents de l'employé;
  - e. de tout autre parent demeurant en permanence au domicile de l'employé-e ou avec qui l'employé-e demeure en permanence;
- ou
- f. de tout parent avec qui l'employé-e est dans une relation de soins, qu'il demeure ou non avec l'employé-e;

**ou**

- g. une personne qui tient lieu de membre de la famille de l'employé-e qu'il y ait ou non un degré de consanguinité entre cette personne et l'employé-e.**



## Article 51 – Congé de deuil payé

### Proposition de l'employeur

**51.01 Aux fins de l'application du présent article, « famille » est définie par l'article 2 en plus de ce qui suit :**

- a. une personne qui tient lieu de membre de la famille de l'employé-e qu'il y ait ou non un degré de consanguinité entre cette personne et l'employé-e. L'employé-e a droit au congé de deuil payé sous 51.01 a) une seule fois pendant la durée totale de son emploi dans la fonction publique.**

## Article 57 – Exposé des fonctions

### Proposition de l'employeur

**57.01** Sur demande écrite, l'employé-e reçoit un exposé **officiel** ~~complet et courant~~ de ses fonctions et responsabilités, y compris le niveau de classification du poste et, le cas échéant, la cote numérique attribuée par facteur à son poste, ainsi qu'un organigramme décrivant le classement de son poste dans l'organisation.

## Article 60 – Indemnité de responsabilité correctionnelle

### Proposition de l'employeur

*\*\*La section spécifique à modifier est notée comme suit\*\**

~~L'indemnité de responsabilité correctionnelle (IRC) remplace l'indemnité de facteur pénologique (IFP). Les parties conviennent que seuls les titulaires de postes jugés admissibles et/ou recevant l'IFP à la signature de la présente convention collective ont droit à l'IRC, selon les critères énumérés ci-dessous.~~

**60.01 L'indemnité de responsabilité correctionnelle (IRC) est versée aux titulaires de postes spécifiques dans l'unité de négociation au sein du Service correctionnel Canada. L'indemnité prévoit une rémunération supplémentaire pour le titulaire d'un poste qui exerce certaines fonctions ou responsabilités propres au Service correctionnel du Canada (c'est-à-dire la garde des détenus, la surveillance régulière des délinquants ou l'appui aux programmes liés à la libération conditionnelle des délinquants) au sein d'un pénitencier au sens de la Loi sur le système correctionnel et la mise en liberté sous condition et/ou des Directives du Commissaire du SCC. **L'IRC n'est pas payable aux titulaires de postes situés dans les centres d'apprentissage et de perfectionnement correctionnels, à l'administration centrale régionale, au quartier général national et dans les établissements de CORCAN qui ne satisfont pas à la définition de pénitencier définie dans la Loi sur le système correctionnel et la mise en liberté sous condition et/ou les directives du commissaire du SCC.****

~~**60.02 L'IRC s'élève à deux mille dollars (2 000 \$) par année. Elle est versée toutes les deux semaines pour toute période de paye durant laquelle l'employé doit exercer les fonctions du poste. La valeur de l'IRC est de deux mille dollars (2 000 \$) par année. À l'exception des circonstances énoncées au paragraphe 60.04 ci-dessous, cette indemnité est versée toutes les deux semaines pour chaque mois au cours duquel l'employé-e exécute les tâches reliées au poste auquel s'applique l'IRC.**~~

## Article 68 – Durée de la convention

### Proposition de l'employeur

**68.01** La durée de la présente convention collective ira de la date de sa signature jusqu'au 21 juin **2022** 2018.

## Appendice M – Durée du travail pour les employé-e-s du groupe inspection des produits primaires (PI)

### Proposition de l'employeur

#### Généralités

**M25.01** La durée du travail prévue à l'horaire d'un employé-e ne doit pas être considérée comme une garantie d'une durée minimale ou maximale de travail.

**M25.02** L'Employeur convient, avant de modifier l'horaire des heures de travail, de discuter des modifications avec le représentant approprié de l'Alliance si la modification touche la majorité des employé-e-s assujettis à cet horaire.

**M25.03** Pourvu qu'un préavis soit donné dans un délai suffisant, et avec l'autorisation de l'Employeur, les employé-e-s peuvent s'échanger des postes si cela n'augmente pas les frais de l'Employeur.

#### Période de repas

**M25.04** L'Employeur fait tout effort raisonnable pour prévoir à l'horaire une pause-repas d'au moins une demi-heure (1/2), durant chaque poste complet, la pause-repas ne faisant pas partie de la période de travail. Une telle pause-repas est placée aussi près que possible du milieu du poste, à moins que d'autres dispositions n'aient fait l'objet d'un accord au niveau approprié entre l'Employeur et l'employé-e. Si l'employé-e ne bénéficie pas d'une pause-repas prévue à l'avance, toute la période comprise entre le commencement et la fin de son poste complet est considérée comme du temps de travail.

#### Périodes de repos

**M25.05** Deux (2) périodes de repos de quinze (15) minutes chacune sont prévues à l'horaire de chaque jour normal de travail, **sauf dans les cas où les nécessités du service ne le permettent pas.**

#### Travail de jour

**M25.046** Sous réserve du paragraphe **M25.07**~~25.05~~, la semaine de travail normale est de trente-sept virgule cinq (37,5) heures, à l'exclusion des périodes de repas, réparties sur cinq (5) jours de sept virgule cinq (7,5) heures chacun, du lundi au vendredi. La journée de travail doit être d'une durée de huit (8) heures lorsque la pause-repas est d'une demi-heure (1/2), et d'une durée de huit virgule cinq (8,5) heures lorsque la pause-repas est de plus d'une demi-heure (1/2) et de moins d'une (1) heure. Ces périodes de travail doivent être situées entre 6 h et 18 h, à moins que l'Alliance et l'Employeur n'en aient convenu autrement lors de consultations au niveau approprié.

#### Horaire variable

**M25.067** Nonobstant les dispositions **du paragraphe M25.06** du présent article, sur demande de l'employé-e et avec l'approbation de l'Employeur, l'employé-e peut effectuer la durée de

son travail hebdomadaire au cours d'une période autre que celle de cinq (5) jours complets, à condition que, au cours d'une période de vingt-huit (28) jours civils, l'employé-e travaille en moyenne trente-sept virgule cinq (37,5) heures par semaine. Dans le cadre des dispositions du présent paragraphe, la méthode de relevé des présences doit être acceptée mutuellement par l'employé-e et l'Employeur. Au cours de chaque période de vingt-huit (28) jours, ledit employé-e doit bénéficier de jours de repos pendant les jours qui ne sont pas à son horaire de travail normal.

### Travail par poste

**M25.08** Dans le cas des employé-e-s qui travaillent par roulement ou de façon irrégulière :

- a. la durée normale du travail est portée à l'horaire de manière que les employé-e-s travaillent :
  - i. ~~en moyenne~~ trente-sept virgule cinq (37,5) heures par semaine, ~~et en moyenne~~ cinq (5) jours par semaine, **et sept virgule cinq (7,5) heures par jour;**  
et  
~~soit sept virgule cinq (7,5) heures par jour;~~  
ou
  - ii. une moyenne de **trente-sept virgule cinq (7,5) heures par semaine jour et une moyenne de sept virgule cinq (7.5) heures par jour après consultation avec le représentant approprié de l'Alliance, si cela affectera la majorité des employés,** lorsque l'Employeur et la majorité des employé-e-s intéressés en conviennent;
  - iii. sous réserve des nécessités du service, les jours de repos de l'employé-e sont consécutifs et leur nombre ne doit pas être inférieur à deux (2).
- b. L'Employeur fait tout effort raisonnable :
  - i. pour ne pas prévoir à l'horaire un commencement de poste dans les douze (12) heures qui suivent la fin du poste précédent de l'employé-e;
  - ii. pour éviter les fluctuations excessives des heures de travail;
  - iii. pour tenir compte des désirs de la majorité des employé-e-s touchés par la répartition des postes à l'intérieur d'un horaire de postes;
  - iv. pour répartir les postes sur une période ne dépassant pas deux (2) mois et pour afficher les horaires au moins sept (7) jours avant la date de début du nouvel horaire.

**25.06** ~~Nonobstant les dispositions du présent article, sur demande de l'employé-e et avec l'approbation de l'Employeur, l'employé-e peut effectuer la durée de son travail hebdomadaire au cours d'une période autre que celle de cinq (5) jours complets, à condition que, au cours~~

~~d'une période de vingt-huit (28) jours civils, l'employé-e travaille en moyenne trente-sept virgule cinq (37,5) heures par semaine. Dans le cadre des dispositions du présent paragraphe, la méthode de relevé des présences doit être acceptée mutuellement par l'employé-e et l'Employeur. Au cours de chaque période de vingt-huit (28) jours, ledit employé-e doit bénéficier de jours de repos pendant les jours qui ne sont pas à son horaire de travail normal.~~

~~**25.07** L'Employeur fait tout effort raisonnable pour prévoir à l'horaire une pause-repas d'au moins une demi-heure (1/2), durant chaque poste complet, la pause-repas ne faisant pas partie de la période de travail. Une telle pause-repas est placée aussi près que possible du milieu du poste, à moins que d'autres dispositions n'aient fait l'objet d'un accord au niveau approprié entre l'Employeur et l'employé-e. Si l'employé-e ne bénéficie pas d'une pause-repas prévue à l'avance, toute la période comprise entre le commencement et la fin de son poste complet est considérée comme du temps de travail.~~

**M25.089** Lorsque le poste d'horaire d'un employé-e ne commence ni ne finit le même jour, un tel poste est considéré à toutes fins avoir été intégralement effectué :

- a. le jour où il a commencé, lorsque la moitié ou plus des heures effectuées tombent ce jour-là;  
ou
- b. le jour où il finit, lorsque plus de la moitié des heures effectuées tombent ce jour-là;

En conséquence, le premier (1<sup>er</sup>) jour de repos est considéré commencer immédiatement après l'heure de minuit du jour civil durant lequel l'employé-e a effectué ou est censé avoir effectué son dernier poste d'horaire. Le deuxième (2<sup>e</sup>) jour de repos commence immédiatement après l'heure de minuit du jour qui suit le premier (1<sup>er</sup>) jour de repos de l'employé-e ou immédiatement après l'heure de minuit d'un jour férié désigné payé situé entre ces deux (2) jours, si les jours de repos se trouvent de ce fait séparés.

~~**25.09** Deux (2) périodes de repos de quinze (15) minutes chacune sont prévues à l'horaire de chaque jour normal de travail.~~

**M25.10** Si le préavis de modification de l'horaire des postes donné à un employé-e est de moins de sept (7) jours civils, il ou elle touche une prime de salaire calculée au tarif normal majoré de moitié (1 1/2) pour le travail effectué pendant le premier poste modifié. Les postes effectués par la suite, selon le nouvel horaire, sont rémunérés au tarif normal.

### **Conditions régissant l'administration des horaires de travail variables**

**M25.11** Les conditions régissant l'administration des horaires de travail variables mis en œuvre conformément **au paragraphe M25.07 et à l'alinéa M25.08 (a)(ii) à l'alinéa 25.05a) et au paragraphe 25.06** sont stipulées aux paragraphes **M25.11 à M25.14** inclusivement. La présente convention est modifiée par les présentes dispositions dans la mesure indiquée par celles-ci.

**M25.12** Nonobstant toute disposition contraire dans la présente convention, la mise en œuvre d'un horaire de travail différent ne doit pas entraîner des heures supplémentaires

additionnelles ni une rémunération supplémentaire du seul fait du changement d'horaire, et ne doit pas non plus être réputée retirer à l'Employeur le droit d'établir la durée du travail stipulée dans la présente convention.

### **M25.13**

- a. Les heures de travail d'une journée quelconque prévues à l'horaire peuvent être supérieures ou inférieures à sept virgule cinq (7,5) heures; les heures du début et de la fin, les pauses-repas et les périodes de repos sont fixées en fonction des nécessités du service déterminées par l'Employeur, et les heures journalières de travail sont consécutives.
- b. L'horaire doit prévoir une moyenne de trente-sept virgule cinq (37,5) heures de travail par semaine pendant toute la durée de l'horaire. La durée maximale d'un horaire de postes pour les travailleurs de jour est de vingt-huit (28) jours. La durée maximale d'un horaire de postes pour les travailleurs de postes est de cent vingt-six (126) jours.
- c. Lorsque l'employé-e modifie son horaire variable ou cesse de travailler selon un tel horaire, tous les rajustements nécessaires sont effectués.

**M25.14** Pour plus de certitude, les dispositions suivantes de la présente convention sont appliquées comme suit :

a) **Interprétation et définitions (paragraphe 2.01)**

« taux de rémunération journalier » - ne s'applique pas.

b) **Nombre minimum d'heures entre les postes**

Le sous-alinéa **M25.059b)(i)**, ayant trait au nombre minimum d'heures entre la fin d'un poste et le début du poste suivant de l'employé-e ne s'applique pas.

c) **Échange de postes (paragraphe M25.03)**

Les employé-e-s qui échangent leurs postes sont rémunérés par l'Employeur comme s'il n'y avait pas eu d'échange.

d) **Jours fériés désignés payés (paragraphe 32.05)**

1. Un jour férié désigné payé correspond à sept virgule cinq (7,5) heures.
2. L'employé-e qui travaille un jour férié désigné payé est rémunéré, en plus de la rémunération versée pour les heures précisées au sous-alinéa (i), au tarif et demi (1 1/2) jusqu'à concurrence des heures normales de travail prévues à son horaire et au tarif double (2) pour toutes les heures additionnelles qu'il ou elle effectue.

e) **Déplacements**

La rémunération des heures supplémentaires dont il est question au paragraphe 34.04 ne s'applique qu'aux heures qui dépassent le nombre d'heures prévues à l'horaire de



travail journalier de l'employé-e au cours d'une journée de travail.

f) **Rémunération d'intérim**

La période ouvrant droit à la rémunération d'intérim indiquée à l'alinéa 654.07a) est convertie en heures.

g) **Prime de poste**

Les employé-e-s postés, ayant des horaires variables de postes aux termes de l'appendice **MD** de la présente convention, recevront une prime de poste conformément au paragraphe 27.01.

h) **Heures supplémentaires**

Les heures supplémentaires sont payées à tarif et trois quarts (1 3/4) pour tout travail exécuté par l'employé-e en sus des heures de travail prévues à son horaire un jour de travail normal ou les jours de repos.

*\*\* Modification correlative à l'article 27\*\**

## Appendice W – Protocole d'accord à l'égard des employé-e-s des groupes Soutien technologique et scientifique (EG) et Techniciens divers (GT) qui travaillent à des postes basés à terre à la garde côtière canadienne (GCC)

### Proposition de l'employeur

#### Préambule

1. Dans le but de résoudre les problèmes de recrutement et de maintien en poste de l'effectif, l'Employeur versera une indemnité aux titulaires de certains postes basés à terre dans l'exercice des fonctions faisant partie des Groupes Soutien technologique et scientifique (EG) et Techniciens divers (GT).
2. Les employé-e-s de Pêches et Océans Canada, la Garde côtière canadienne, qui sont titulaires de postes de niveaux EG-6 et EG-7 et de GT-6 à GT-8 énumérés ci-dessous et possédant les qualités précisées sont admissibles aux indemnités provisoires énumérées ci-dessous.
3. Les employés qui travaillent à la Garde côtière canadienne pour les Services techniques intégrés et l'approvisionnement de navires qui doivent posséder dans l'exercice de leur fonction des connaissances et une vaste expérience de la conception, de la construction, de l'exploitation ou de l'entretien de navires attestés par les certificats de compétence de mécanicien de marine de Transport Canada ou d'électricien de marine de la Garde côtière canadienne.

#### À compter du 22 juin 2020, la clause précédente sera remplacée par la suivante :

4. Les employés qui travaillent à la Garde côtière canadienne pour les Services techniques intégrés et l'approvisionnement de navires qui doivent posséder dans l'exercice de leur fonction des connaissances ~~et une vaste expérience~~ de la conception, de la construction, de l'exploitation ou de l'entretien de navires attestés par **un certificat de compétence maritime ou un diplôme / diplôme d'études postsecondaires**, les certificats de compétence de mécanicien de marine de Transport Canada ou d'électricien de marine de la Garde côtière canadienne, **combiné avec une vaste expérience dans le domaine**.
5. À la date de la signature du présent protocole d'accord, les parties conviennent que les titulaires des postes susmentionnés seront admissibles à une indemnité provisoire dont le montant et les conditions sont établis ci-après :
  - a) Cette indemnité sera versée conformément **au tableau** à la grille suivante :

#### i. À compter du 22 juin 2018 :

Groupe et Niveau	Paiements mensuels
------------------	--------------------

<b>EG-6</b>	483 \$
<b>EG-7</b>	370 \$
<b>GT-6</b>	390 \$
<b>GT-7</b>	353 \$
<b>GT-8</b>	353 \$

**ii. À compter du 22 juin 2020 :**

<b>Groupe et Niveau</b>	<b>Paiements mensuels</b>
<b>EG-6</b>	483 \$
<b>EG-7</b>	370 \$
<b>GT-6</b>	<b>570 \$</b>
<b>GT-7</b>	<b>529 \$</b>
<b>GT-8</b>	353 \$

- b) L'indemnité provisoire stipulée ci-dessus ne fait pas partie intégrante du traitement de l'employé-e.
- c) L'employé-e occupant l'un des postes ci-dessus reçoit l'indemnité provisoire pour chaque mois civil pour lequel l'employé-e a touché au moins soixante-quinze (75) heures de rémunération.
- d) L'indemnité provisoire n'est pas versée à une personne ou à l'égard d'une personne qui cesse d'appartenir à l'unité de négociation avant la date de signature de la présente convention collective.
- e) Sous réserve de l'alinéa 4(vi) ci-dessous, le montant de l'indemnité provisoire à verser est celui stipulé à l'alinéa 4(i) pour le niveau prescrit dans le certificat de nomination du poste d'attache de l'employé-e.
- f) L'employé-e qui est tenu par l'Employeur d'exercer les fonctions d'un poste de niveau supérieur conformément au paragraphe 65.07 touche une indemnité provisoire qui est calculée au prorata de la période correspondant à chaque niveau.
- g) Les employé-e-s à temps partiel touchent une indemnité provisoire proportionnelle.
6. Les parties conviennent que les différends survenant par suite de l'application du présent protocole d'accord peuvent faire l'objet de consultations.
7. Le présent protocole d'accord prend fin le 21 juin ~~2022~~2018.

## Appendice AA – Protocole d'entente entre le Conseil du Trésor du Canada et l'Alliance de la Fonction publique du Canada concernant les employé-e-s du groupe Technicien divers (GT) travaillant comme Agents d'application de la loi et de la faune à Environnement Canada

### Proposition de l'employeur

**Changer le titre à :** Protocole d'entente entre le Conseil du Trésor du Canada et l'Alliance de la Fonction publique du Canada concernant les employé-e-s du groupe Techniciens divers (GT) travaillant comme Agents d'application de la loi et de la faune à Environnement Canada.

1. L'employeur s'engage à verser une indemnité aux titulaires de postes du groupe Technicien divers (GT) aux niveaux GT-02 à GT-0705 pour l'exécution de leurs fonctions énumérées plus bas.
2. Les parties s'entendent que les employé-e-s GT seront admissibles à recevoir l'indemnité annuelle dont le montant et les conditions sont établis ci-après :
  - a. ~~À compter du 22 juin 2016, il~~ Les employé-e-s du groupe GT qui exécutent les fonctions d'Agent-e-s d'application de la loi et de la faune et qui sont pleinement désigné-e-s avec les pouvoirs d'agent-e de la paix à Environnement Canada, seront admissibles à recevoir l'indemnité annuelle payable aux deux (2) semaines.
  - b. L'indemnité sera versée conformément ~~au tableau suivant à la grille suivante :~~

**i. À compter du 22 juin 2018 :**

Indemnité annuelle – Technicien Divers (GT)	
Postes	Indemnité annuelle
<b>GT-02</b>	3 000 \$
<b>GT-03</b>	3 000 \$
<b>GT-04</b>	3 000 \$
<b>GT-05</b>	3 000 \$

**ii. À compter du 22 juin 2020 :**

Indemnité annuelle – Technicien Divers (GT)	
Postes	Indemnité annuelle

<b>GT-06</b>	<b>3 000 \$</b>
<b>GT-07</b>	<b>3 000 \$</b>

- a. L'indemnité annuelle susmentionnée ne fait pas partie intégrante du salaire.
2. L'employé-e occupant un poste susmentionné reçoit l'indemnité annuelle pour chaque mois civil pour lequel l'employé a touché au moins soixante-quinze (75) heures de rémunération.
3. Les employé-e-s à temps partiel touchent une indemnité au prorata.
4. Le présent protocole d'entente prend fin le 21 juin **2022** ~~2018~~.

## Appendice BB – Protocole d'entente entre le Conseil du Trésor du Canada et l'Alliance de la Fonction publique du Canada concernant les employé-e-s du groupe Soutien technologique et scientifique (EG) dans les installations de maintenance de la flotte ministère de la défense nationale

### Proposition de l'employeur

**Changer le titre à :** Protocole d'entente entre le Conseil du Trésor du Canada et l'Alliance de la Fonction publique du Canada concernant les employé-e-s ~~du groupe Soutien technologique et scientifique (EG)~~ dans les installations de maintenance de la flotte **ou l'autorité technique de la formation** au ministère de la défense nationale

1. L'employeur s'engage à verser une indemnité **aux titulaires de postes du groupe Services techniques (TC)** ~~titulaires de postes du groupe Soutien technologiques et scientifique (EG)~~ au niveau EG-06 pour l'exécution de leurs fonctions. EG énumérées ci-après.
2. Les parties s'entendent que les employé-e-s EG seront admissibles à recevoir l'indemnité annuelle dont le montant et ~~laes~~ conditions sont établies ci-après :
  - a. À compter du **22 juin 2018** ~~22 juin 2016~~, les employé-e-s au niveau EG-06 qui exécutent les fonctions de postes EG dans une installation de maintenance de la flotte ou au Ministère de la Défense nationale, soit dans le secteur de la production, de l'ingénierie ou à titre d'autorité technique de la formation; et

**À compter du 22 juin 2020, le paragraphe précédent sera remplacé par le suivant :**

- a. ~~à compter du 22 juin 2018 2016,~~ Les employé-e-s au niveau EG-06 qui exécutent les fonctions de postes EG dans une installation de maintenance de la flotte ou **à l'autorité technique de la formation** au Ministère de la Défense nationale, ~~soit dans le secteur de la production, de l'ingénierie ou à titre d'autorité technique de la formation;~~ et
- b. **L'indemnité est versée conformément au tableau suivant:**
  - i. **À compter du 22 juin 2018:**

Indemnité annuelle	
Groupe	Indemnité annuelle
EG-06	2 500\$

**i. À compter du 22 juin 2020:**

<b>Indemnité annuelle</b>	
<b>Groupes</b>	<b>Indemnité annuelle</b>
<b>Tous les groupes</b>	<b>2 500\$</b>

~~€. qui exercent des pouvoirs et des responsabilités directes par rapport aux navire seront éligibles à une indemnité annuelle de 2 500 \$, payable aux deux semaines.~~

2. L'indemnité annuelle susmentionnée ne fait pas partie intégrante du salaire.
3. L'employé-e occupant un poste susmentionné reçoit l'indemnité annuelle pour chaque mois civil pour lequel l'employé a touché au moins soixante-quinze (75) heures de rémunération.
4. Les employé-e-s à temps partiel touchent une indemnité au prorata.
5. Le présent protocole d'entente prend fin le 21 juin **2022** 2018.

**Appendice CC – Protocole d'entente entre le Conseil du Trésor du Canada et l'Alliance de la Fonction publique du Canada concernant les employé-e-s du groupe Technicien divers (GT) travaillant en tant que coordonateurs-rices de recherche et sauvetage dans un Centre de coordination des opérations de sauvetage (JRCC)**

**Proposition de l'employeur**

**Changer le titre à :** Protocole d'entente entre le Conseil du Trésor du Canada et l'Alliance de la Fonction publique du Canada concernant les employé-e-s du groupe Techniciens divers (GT) travaillant ~~en tant que coordonateurs-rices de recherche et sauvetage~~ dans un Centre **interarmées** de coordination des opérations de sauvetage (JRCC)

1. L'employeur s'engage à verser une indemnité aux titulaires de postes du groupe Technicien divers (GT) au niveau GT-05 **et 06** pour l'exécution de leurs fonctions GT, en vertu des conditions énumérées ci-après.
2. Les parties s'entendent que les employé-e-s GT seront admissibles à recevoir l'indemnité annuelle dont le montant et les conditions sont établis ci-après :
  - a. ~~À compter du 22-22 juin 2016,~~ Les employé-e-s au niveau GT-05 **et 06** travaillant à la Garde côtière canadienne, qui exécutent **soit** les fonctions de coordonnatrices et coordonateurs de recherche et de sauvetage **ou de superviseurs régionaux de recherche et de sauvetage maritime** dans un centre conjoint de coordination des opérations de sauvetage ou un centre secondaire de sauvetage maritime; et
  - b. qui sont tenus dans l'exercice de leurs fonctions de posséder des connaissances et une vaste expérience en ce qui a trait à la navigation maritime, aux opérations de navire, à la stabilité des navires, à la météorologie, à la construction navale ainsi qu'à la planification et à la coordination en recherche et sauvetage; et
  - c. qui sont titulaires des certificats de compétence maritime émis par Transport Canada ou la Garde côtière canadienne
 seront éligibles à une indemnité annuelle ~~de 3 154 \$~~ payable aux deux semaines.

**d. L'indemnité est versée conformément au tableau suivant:**

**i. À compter du 22 juin 2018:**

<b>Indemnité annuelle: annuelle: Technicien Divers (GT)</b>
---



Groupe	Indemnité annuelle
GT-05	3,154 \$

i. À compter du 22 juin 2020:

Indemnité annuelle: annuelle: Technicien Divers (GT)	
Groupes	Indemnité annuelle
Tous les groupes	3,154 \$

3. L'indemnité annuelle susmentionnée ne fait pas partie intégrante du salaire.
4. L'employé-e occupant un poste susmentionné reçoit l'indemnité annuelle pour chaque mois civil pour lequel l'employé a touché au moins soixante-quinze (75) heures de rémunération.
5. Les employé-e-s à temps partiel touchent une indemnité au prorata.
6. Le présent protocole d'entente prend fin le 21 juin ~~2022~~ 2018.

## Appendice DD – Protocole d'entente entre le Conseil du Trésor du Canada et l'Alliance de la Fonction publique du Canada à l'égard des employé-e-s du groupe Inspection technique (TI) travaillant en tant qu'agent des affaires du travail à Emploi et développement social Canada

### Proposition de l'employeur

1. L'employeur s'engage à verser une indemnité aux titulaires de postes du groupe Inspection technique (TI) au niveau TI-05 **et 06** travaillant à Emploi et développement social Canada (EDSC).
2. Les parties s'entendent que les employé-e-s qui sont titulaires de postes TI à EDSC, seront admissibles à recevoir l'indemnité annuelle dont le montant et les conditions sont établis ci-après :
  - a. À compter du **22 juin 2018** ~~22 juin 2016~~, les employé-e-s du groupe TI qui exécutent les fonctions du poste susmentionné, seront admissibles à recevoir l'indemnité annuelle, payable aux deux (2) semaines;
  - b. L'indemnité sera versée conformément **au tableau suivant** ~~à la grille suivante~~ :

**i. À compter du 22 juin 2018:**

Indemnité annuelle - Inspecteur Techniques (TI)	
Poste	Indemnité annuelle
TI-05	3 000 \$

**ii. À compter du 22 juin 2020:**

Indemnité annuelle - Inspecteur Techniques (TI)	
Poste	Indemnité annuelle
TI-06	3 000 \$

- c. L'indemnité annuelle susmentionnée ne fait pas partie intégrante du salaire.
3. L'employé-e occupant un poste susmentionné reçoit l'indemnité annuelle pour chaque mois civil pour lequel l'employé a touché au moins soixante-quinze (75) heures de rémunération.
4. Les employé-e-s à temps partiel touchent une indemnité au prorata.
5. Le présent protocole d'entente prend fin le 21 juin **2022** ~~2018~~.

**Appendice GG – Protocole d'entente entre le Conseil du Trésor du Canada et l'Alliance de la Fonction publique du Canada concernant la revue et la conception de la structure du groupe occupationnel et la réforme de classification de l'unité de négociation des Services techniques (TC)**

**Proposition de l'employeur**

*\*\*La section spécifique à modifier est notée comme suit\*\**

Les parties s'entendent que la consultation sérieuse sur le développement des normes d'évaluation des emplois aura lieu dans les trente (30) jours suivant la signature de la présente convention collective. Les nouvelles normes d'évaluation des emplois devront être complétées au plus tard le **30 juin 2021** ~~30 décembre 2019~~, pour la considération du ~~Ministre du Conseil du Trésor~~ dans le but de négocier de nouvelles ~~les~~ échelles de salaires pour ces normes d'évaluation des emplois dans ~~une~~ la convention collective subséquente.

**Les nouvelles normes d'évaluation des emplois sont assujetties à l'approbation du Conseil du Trésor. Tous changements subséquents nécessaires au certificat d'accréditation afin de mettre en œuvre les normes seront assujetties à l'approbation de la Commission des relations de travail et de l'emploi dans le secteur public.**