



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

PUBLIC INTEREST COMMISSION BRIEF
OF THE
PUBLIC SERVICE ALLIANCE OF CANADA

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

Education and Library Science (EB)

Jesse Kugler
Chairperson

Bob Kingston
Representative of the interests of the Employees

JD Sharp
Representative of the interests of the Employer

November 21 and December 12-13, 2022

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PART 1

INTRODUCTION

COMPOSITION OF THE BARGAINING UNIT

The Education and Library Science bargaining unit is comprised of three categories of workers that totaled 1113 employees as of March 31, 2021:

- Education (ED) 852
- Library Science (LS) 226
- Educational Support (EU) 35

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

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

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

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

HISTORY OF NEGOTIATIONS

This round of collective bargaining commenced with a first meeting and an exchange of proposals on June 22, 2021. Since then, the parties have met on the following dates.

- June 22-23, 2021
- September 14-16, 2021
- November 8-10, 2021
- January 11-13, 2022
- March 8-10, 2022
- May 11-12, 2022
- October 25-27, 2022 (mediation)

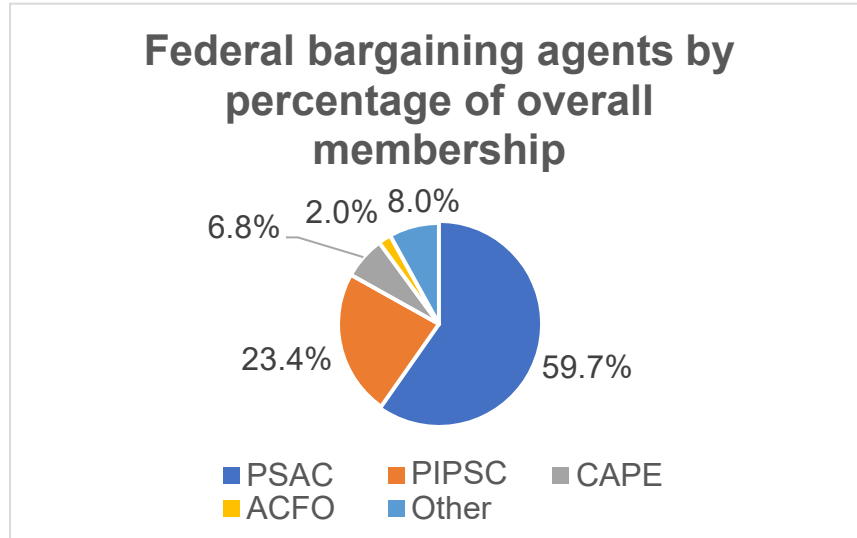
Since the parties are engaged in bargaining for four separate tables for employees of the Federal Government, on issues that are common across all tables, the parties agreed to form a “Common Issues Table”. At this table, the Union sent a committee consisting of two members of each of those four tables.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

- June 14-15, 2021
- September 27-29, 2021
- November 2-4, 2021
- February 1-3, 2022
- March 29-31, 2022
- September 12-14 2022 (mediation)
- September 20-23, 2022 (mediation)

Looking at both tables combined, the parties have met for a total of 14 sessions consisting of 40 days. Despite this, the parties have reached agreement on very few issues. The Union would characterize almost all signed off language as housekeeping. All of the substantive issues remain outstanding. On May 11th 2022, the Employer tabled an initial comprehensive offer to settle all outstanding collective bargaining issues (Exhibit I.1). However, this offer did not address key member concerns and on May 18th, 2022, the Public Service Alliance of Canada (PSAC) requested the establishment of conciliation to assist the parties in reaching an agreement on all of the outstanding issues.

Federal public sector context

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



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

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

PSAC BARGAINING TEAM

During the course of the Public Interest Commission process, bargaining team members may be called upon to provide a more detailed explanation of specific issues of the enclosed proposals.

The PSAC EB Bargaining Team is:

Alain Desroches (ED-EST 12-month)

Michael Freeman (ED-EST 10-month)

Francesco Lai (LS)

Marie-Hélène Leclerc (ED-EDS)

Danielle Moffet (ED-LAT)

Caila Pischke (ED-EST 10-month)

Appearing for the PSAC are:

Erin Sirett, Negotiator

Sarah Allen, Research Officer – Replacing Christopher Schwartz (on leave)

LEGISLATIVE FRAMEWORK

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

175. *In the conduct of its proceedings and in making a report to the Chairperson, the public interest commission must take into account the following factors, in addition to any other factors that it considers relevant:*

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

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

PART 2

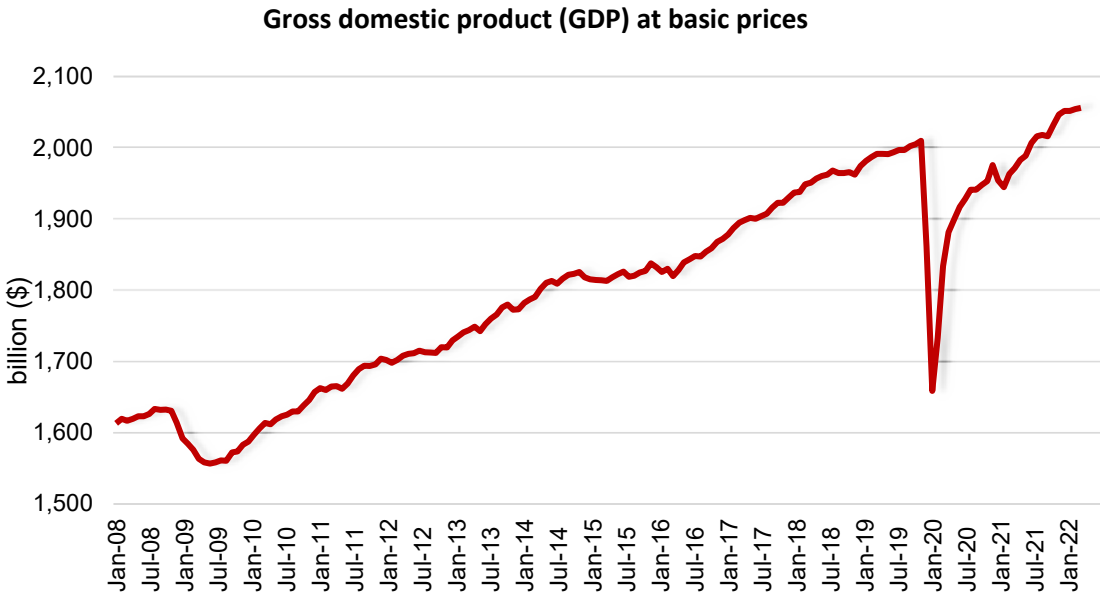
OUTSTANDING WAGE ISSUES

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

The COVID-19 pandemic, and economic and job recovery

The COVID-19 pandemic had swift and far-reaching economic consequences in countries around the world. Canada was not immune. Most of the effect - an immediate drop in GDP and devastating damage to the labour market, with employment rates dropping to a near 50-year low of 5.4% in May 2019 - took place in a very short time from mid-March to the end of April 2020.

The Canadian economy rebounded at a faster pace than expected through the summer of 2020, following eased restrictions, reopening of businesses, and Canadians getting used to public health-related restrictions¹.



Economic activity during the second wave was more resilient, and Canada came out far ahead of forecasters’ mid-2020 predictions, while many peer countries saw contractions.²

¹ Gross domestic product (GDP) at basic prices, by industry, monthly (x 1,000,000, chained 2012 dollars): All Industries. Statistics Canada. Table 36-10-0434-01.

² Desjardins Economic Studies, April 12, 2021. Canada: Business and Consumers Increasingly Optimistic.

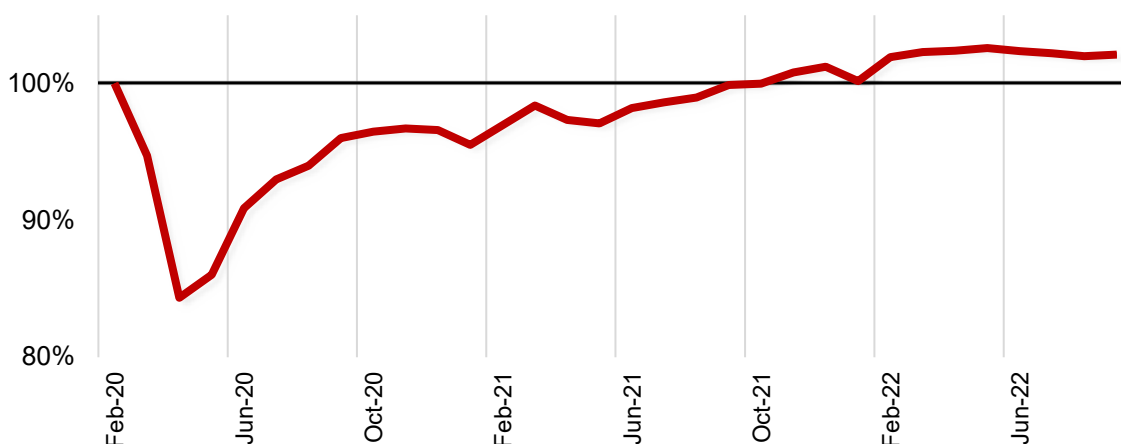
Today, the Federal Government assures residents of Canada that:

*“The significant investments the federal government made have worked.
And the Canadian economy’s recovery has been swift and strong.”*³

Indeed, Canada’s economy has been very strong, returning to its pre-pandemic levels by the fourth quarter of 2021 with GDP growth at 6.7%, the second strongest pace of growth in the G7, and the fastest recovery of Canada’s last three recessions⁴. Exceptionally strong economic growth continues through the recovery phase at 3.3% over the second quarter of 2022.⁵

Canada’s economic recovery was coupled with robust job recovery that outperformed most G7 peers⁶, recouping 112% of the jobs lost at the outset of the pandemic.

Employment in Canada is more than recovered since February 2020



Economic Activity Recovery GDP

Canada’s economy has been very robust, it continues to be exceptionally strong recovering from the pandemic-caused recession with economic growth at 3.3% over the second quarter of 2022.⁷

³ Budget 2022: <https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html>

⁴ A strong recovery path – Canada’s economy returned to pre-pandemic levels of activity in the fourth quarter of 2021 (Budget 2022).

⁵ Bank of Canada Monetary Policy Report July 2022 <https://www.bankofcanada.ca/wp-content/uploads/2022/07/mpr-2022-07-13.pdf>

⁶ Budget 2022: <https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html>

⁷ Bank of Canada Monetary Policy Report, July 2022 <https://www.bankofcanada.ca/wp-content/uploads/2022/07/mpr-2022-07-13.pdf>

For Budget 2022, the Department of Finance of Canada relied on several private sector forecasts to ensure objectivity, transparency, and independence in their economic forecasts. Following the strong rebound of 4.6% in 2021, they predict strong real GDP growth for 2022 at 3.9% (down from the predicted 4.2% in the *Economic and Fiscal Update*), and 3.1% in 2023 (up from 2.8% in the *Economic and Fiscal Update*). Stronger than expected GDP inflation driven by CPI inflation and increases in commodity prices materially boosted expected nominal GDP levels, up by \$41 billion/year over the forecast horizon in early 2022, compared to the 2021 Economic and Fiscal Update.

Based on current information, average projections of GDP by major Canadian banks, the IMF, and OPEC are similar, indicating a correction from 4.5% in 2021 and 3.16% in 2022, to 0.84% in 2023, followed by an increase to 1.4% in 2024.

| Projected GDP | | | | |
|-------------------------|-------------|--------------|--------------|-------------|
| | 2021 | 2022F | 2023F | 2024F |
| TD | 4.5% | 3.3% | 0.5% | 1.2% |
| RBC | 4.5% | 3.3% | 1.2% | |
| CIBC | 4.5% | 3.1% | 0.6% | 1.4% |
| BMO | 4.5% | 3.2% | 0.0% | |
| Scotiabank | 4.5% | 3.2% | 0.6% | 1.4% |
| Desjardins | 4.5% | 3.2% | 0.0% | 1.6% |
| National Bank of Canada | 4.50 | 3.2% | 0.7% | |
| Bank of Canada | | 3.5% | 1.75% | |
| OECD | 4.5% | 3.4% | 1.5% | |
| IMF | | 2.2% | 1.5% | 1.6% |
| Average | 4.5% | 3.16% | 0.84% | 1.4% |

Fiscal resilience and a manageable federal debt load

The COVID-19 pandemic and the resulting serious health- and economic fallout were a once-in-a-century type of crisis. Addressing the detrimental effects on economic growth and employment required once-in-a-century measures and financial commitments that lead to significant short-term deficits. Canada's level of recovery spending is in line with most peer countries' economies. Although Canada's federal debt is higher than what we have become accustomed to over recent years, it is not a hindrance to providing fair wages and economic increases to federal public servants.

Canada's fiscal management is historically sound (as reiterated in Budget 2022),

“Canada has a long history of prudent and sound fiscal management, along with several other strengths, such as economic resilience and diversity, effective policymaking and institutional frameworks, well-regulated financial markets, and monetary and fiscal policy flexibility. Together, these reinforce Canada's stable economic and fiscal position.”⁸

Compared with Q1 of 2021, Canada's deficit fell by \$28.2 billion. Although, as a percentage of nominal GDP, the deficit in Q1 of 2022 was 2.7%, up from 1.8% in Q4 of 2021, the deficit has narrowed sharply since peaking at 21.6% peak in Q2 of 2020.⁹

The International Monetary Fund's (IMF) latest annual Article IV highlighted the resiliency of Canada's economy in an increasingly global economy, praising the government's debt reduction and long-term fiscal projections as *“welcome steps toward strengthening the fiscal framework”*. Starting from a position of financial strength and continued sound financial management, Canada's fiscal position remains in an enviable fiscal position relative to international peers. The IMF's latest projections affirm that Canada is expected to have the smallest deficit as a percentage GDP among the G7 countries and forecast to maintain this for the next three years. Canada's net debt burden as a share of GDP is also expected to be the lowest among the G7, where Canada's debt-to-GDP ratio is 30.5% in 2022, compared to the G7 average of 95.6%.¹⁰ In line with the IMF projections, over the next three decades, Budget 2022 projects a decline in the federal debt-to-GDP ratio at a steeper rate of decline projected in the previous budget in 2021.¹¹

“Our government is committed to continue building an economy that works for everyone where no one gets left behind. Despite the current global

⁸ Budget 2022: <https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html>

⁹ Government finance statistics, first quarter 2022. July 4, 2022. <https://www150.statcan.gc.ca/n1/daily-quotidien/220704/dq220704a-eng.htm>

¹⁰ <https://www.canada.ca/en/departement-finance/news/2022/10/deputy-prime-minister-welcomes-international-monetary-fund-report-highlighting-resiliency-of-canadian-economy.html>

¹¹ Budget 2022 <https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html> ; DBRS Morningstar Confirms Government of Canada at AAA Stable Sovereigns. September 9, 2022. <https://www.dbrsmorningstar.com/research/402559/dbrs-morningstar-confirms-government-of-canada-at-aaa-stable>

economic headwinds, I am pleased to note that the IMF confirms that Canada remains, and is projected to be for years to come, the leader in the G7 in terms of fiscal responsibility, and among the leaders in terms of economic growth and overall government deficit reduction.”

- The Honourable Chrystia Freeland, Deputy Prime Minister and Minister of Finance

Federal public debt charges are projected to remain historically low at \$42.9 billion (1.4% of GDP), well below pre-financial crisis levels of 2.1% in 2007-2008. In a scenario of higher than projected interest rates, for example 100 basis points higher than forecast through to 2027, public debt charges would increase by an additional \$9.3 billion (0.3 percentage points of GDP) by 2028. This would bring them to 1.7%, below those at the end of the 2000s.¹²

Canada’s public debt charges are forecast to remain at historically low levels, even in light of the expected rise in interest rates as indicated by private sector forecasters. Canada maintains its credit worthiness and stable outlook as all four major rating agencies have reaffirmed Canada’s strong credit (**Table 1**).

Fitch confirms “*Canada's ratings reflect strong governance, high per capita income and a macroeconomic policy framework that has delivered steady growth and generally low inflation.*”¹³

¹² Budget 2022: <https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html>

¹³ Fitch Ratings Report. June 2, 2022. <https://www.fitchratings.com/research/sovereigns/canada-27-06-2022>; Fitch Affirms Canada's Ratings at 'AA+'; Outlook Stable. June 14, 2022. <https://www.fitchratings.com/research/sovereigns/fitch-affirms-canada-ratings-at-aa-outlook-stable-14-06-2022>.

Table 1: Canada's Ratings and Outlook by major credit rating agencies

| Agency | Rating | Outlook |
|-------------------------------|--------|---------|
| Standard & Poor ¹⁴ | AAA | Stable |
| Moody ¹⁵ | AAA | Stable |
| Fitch ¹⁶ | AA+ | Stable |
| DBRS ¹⁷ | AAA | Stable |

Economic Outlook – domestic and global effects

Most of the COVID-19 public health restrictions in Canada have been lifted as of fall 2021, allowing for a strong rebound in the service sector and full recovery of the rest of the economy that, in the fall of 2022, is in excess demand.

The war in Ukraine, and high inflationary rates along with elevated inflation expectations continue to weigh on global economic growth. However, by 2024, global economic growth is expected to rebound as the impact of the war subsides. Many central banks are responding to inflationary pressures by tightening monetary policy, leading to tightening financial conditions and tempering global economic growth, projected at 3.25% in 2022 and 2% in 2023.

In the short to medium term, Canadian GDP growth for the remainder of 2022 and 2023 have been revised down by the Bank of Canada, to 3.25% in 2022 and 1.75% in 2023, while growth in 2024 was revised up to 2.5%. Projecting the trajectory of Canada's blazing 2022 economy going forward considers domestic factors including a very tight labour market, unemployment at a series low, and wide-spread labour shortages. Most of Canada's inflationary surge is due to global factors such as high prices for food and energy and trade-able goods. Ongoing high demand for goods is a significant factor, while

¹⁴ [On April 28, 2022] S&P Global Ratings affirms Canada at "AAA" (Foreign Currency LT credit rating); outlook stable. April 28, 2022. <https://cbonds.com/news/1784647/>.

¹⁵ Moody's affirms Canada's Aaa rating, citing economic strength. Bloomberg (online). November 19, 2020 <https://www.bloomberg.com/news/articles/2020-11-19/moody-s-affirms-canada-s-aaa-rating-citing-economic-strength>; <https://countryeconomy.com/ratings/canada> (accessed October 21, 2022)

¹⁶ Fitch Affirms Canada's Ratings at 'AA+'; Outlook Stable. June 14, 2022. <https://www.fitchratings.com/research/sovereigns/fitch-affirms-canada-ratings-at-aa-outlook-stable-14-06-2022>

¹⁷ DBRS Morningstar Confirms Government of Canada at AAA Stable Sovereigns. September 9, 2022. <https://www.dbrsmorningstar.com/research/402559/dbrs-morningstar-confirms-government-of-canada-at-aaa-stable>

supply-chain interruptions reduce the supply of goods and services. Businesses pass their higher costs to consumers, increasing inflation and decreasing spending power.

As of October 2022, slowly decreasing inflation along with a non-catastrophic moderation of economic growth suggests positive developments. Canada's economy will continue to be subject to some economic uncertainty, however Canada has largely avoided economic scarring due to the COVID-19 pandemic. Residents of Canada and Canadian businesses have weathered the pandemic, and the government remains committed to support and secure economic growth as we face new challenges:

*“Budget 2022 firmly pivots the government’s focus from broad-based emergency COVID-19 expenditures—and towards targeted investments that will build Canada’s economic capacity, prosperity, resilience, and security...”*¹⁸

This is in line with the government continuing prioritization of appropriate program spending over fighting the deficit, before, during, and after the COVID-19 pandemic. Indeed, Canada's fiscal policy support has been one of the highest among the G7 peer countries. The government strategy of robust economic support directly contradicts the traditional position of fiscal restraint. In summary, Canada's fiscal position shows no obstruction to providing fair wages and economic increases to federal personnel.

The weight of the public sector in the Canadian economy

A report published in August 2022 by *l’Institut de recherche et d’informations socioéconomiques* (IRIS) indicates that investing in the public sector is beneficial, as it has a greater economic impact on GDP and jobs than investments in other industries. IRIS suggests that *“increased income from public sector job creation and wage indexing makes this anti-inflation strategy better for households than hiking the central bank’s policy rate”*¹⁹.

¹⁸ Budget 2022: <https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html>

¹⁹ Pierre-Antoine HARVEY and Guillaume HÉBERT, “With inflation on the rise, the Bank of Canada has two choices,” Note, Institut de recherche et d’informations socioéconomiques (IRIS), August 11, 2022

Furthermore, according to the IRIS report it is vital that we see public sector expenditures as potent investments in our economy and society, rather than as a money pit or net loss for taxpayers:

Public sector jobs can be a safety net during times of inflationary crisis. The public sector provides jobs that maintain a strong middle class, making it a key player in keeping the economy healthy. In times of high inflation, cost of living increases rapidly and workers' purchasing power can be easily undermined²⁰.

Resources spent on public sector employees not only help provide the public with essential services but become income for workers whose spending contributes to the economic development of numerous regions and communities. This is because the wages that public sector employees spend make their way throughout the productive economy instead of being squirrelled away as private company profits²¹.

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

²⁰ Pierre-Antoine HARVEY and Guillaume HÉBERT, "With inflation on the rise, the Bank of Canada has two choices," Note, Institut de recherche et d'informations socioéconomiques (IRIS), August 11, 2022.

²¹ Idem.

Recent and relevant settlements in the Federal Public Sector

A new settlement trend has been established with more recent agreements

In Summer 2021, the Treasury Board Secretariat established a wage increase pattern far in excess of its present proposal with both the FB and RM groups, which included additional monetary items for groups beyond general wage increases. These additional monetary items amount to far more than Treasury Board's meagre general economic increase proposal for 2021. The Employer's proposal of 1.5% falls well below inflation, which was 3.4%, and those relevant 2021 negotiated settlements in the core public administration.

| Federal Public Sector | 2021 | 2022 | 2023 | 2024 |
|--|---|--|-------------------|-------------------|
| Employer Offer | 1.50% | 3.00% | 2.00% | 1.75% |
| FB Group (PSAC) Border Service Officer | 1.50% + \$5,000 (5.61%) Paid Meal Allowance ²² 7.20% | Under negotiation | Under negotiation | Under negotiation |
| RM Group (NPF) 1 st Class Constable | 1.75% + 1.50% ²³ 3.28% | 1.75% + 2.27% 4.06% | | |

In addition to the increases voluntarily negotiated as cited above, the Statistical Survey Operations has been very recently awarded higher wage increases and adjustments in 2021 through interest arbitration under FPSLREA²⁴:

²² Appendix L, Paid Meal Premium: <https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=10#tocxx329482>

²³ RM Group, Appendix A: <https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=28#tocxx329946>

²⁴ Board file: 585-24-44403: <https://decisions.fpslreb-crtespf.gc.ca/fpslreb-crtespf/d/en/item/520981/index.do>

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|--|-------|-------|-------|------------------------------|---------------------|
| Statistical Survey Operations (SSO) Interviewers | 2.80% | 2.20% | 1.50% | 1.50% + 5.00% “Me too” | 1.50% + “Me too” |

As the table above demonstrates, the arbitration board implicitly recognized that recent settlement trends since previous agreements were reached in 2019 point to greater economic increases in 2021 than what was agreed by other bargaining agents.

Furthermore, recognizing that the PSAC has not yet set the pattern for the years 2021 and 2022 the board accordingly indicated the following:

Effective December 1st, 2021, and again on December 1st, 2022, an “interim” increase of 1.5%. Should the bargaining between the Alliance and the CPA’s PA Group ultimately provide a general increase for either of those years that is higher than 1.5%, this group shall be entitled to retroactively receive the difference.

What’s more and relevant for the Chairperson to consider is that the FPSLRB concluded in a January 2013 TC group Public Interest Commission report that additional monetary items (i.e., allowances and wage-based market adjustments) form part of what is referred to as ‘the pattern’:

[20] The Commission also observes that other negotiated settlements, arbitration awards and the recommendations of other Public Interest Commissions also included additional monetary items [...] In addition, the parties agreed that a variety of specific, targeted adjustments were made in a number of bargaining units. The Commission has concluded that these adjustments form part of what we refer to as “the pattern.” [PSLRB 590-02-11]

Section 175(e) of the FPSLRA has the Chairperson weigh ‘the state of the Canadian economy’ as a factor for consideration in its report. Inflation is a central part of the current

Canadian economy. To ignore the 2021 inflation, which settled at 3.4%, in its wage increase proposal in 2021, also ignores the state of the Canadian economy that year.

At the table, Treasury Board has suggested that a 1.5% wage increase in 2021 reflects a ‘pattern’ in the core public administration, but such a proposal also ignores the FPSLREB’s decision concerning what constitutes a ‘pattern’ relative to general wage increases *and* additional monetary items. There is no consistent pattern with fulsome consideration of the FB and RM group settlements.

Settlements are Catching up to Inflation

As year-over-year inflation started to rise above 2% in March 2021, ESDC also reported increasing annual averages in private sector settlements. However, relative to rapidly increasing inflation, the private sector settlements had only started to negotiate catch ups—this trend will continue. For example, in Ontario, private sector settlements for nearly 100,000 workers are averaging about 4.1% in 2022. In addition, the Statistics Canada September Labour Force Survey reported that “year-over-year growth in the average hourly wages of employees surpassed 5% for a fourth consecutive month in September (+5.2%). In comparison, year-over-year growth in the [Consumer Price Index](#) (CPI) was at, or above, 7.0% from May to August.”²⁵

Beyond the Core Public Administration and with a view of negotiated settlements and arbitral awards in the public and private sectors in the federal jurisdiction as well as Ontario, Quebec, and British Columbia, inflation is widely recognized and weighted as the preeminent economic reality impacting workers’ wages. Put another way, inflation is the pattern. The growing body of negotiated settlements and arbitral awards responsive to high inflation and the erosion of workers’ wages *is* the pattern to be replicated.

At the beginning of the year, January 2022, Arbitrator Kaplan in *TTC* wrote that with respect to inflation, there was no outcome with an inflation adjustment, negotiated or awarded, to replicate. That said, the award was short, specifically to allow parties to return

²⁵ Average hourly wages increase 5.2% on a year-over-year basis: <https://www150.statcan.gc.ca/n1/daily-quotidien/221007/dq221007a-eng.htm>

to bargaining sooner “to negotiate fair and contextual outcomes, for example addressing inflation should it prove persistent.” Inflation persist, and this argument has evolved. In Ontario, for example, arbitrators in the hospital and long-term care sectors have pointed to s. 9(1.1)3) of *HLDA* to emphasize consideration of Ontario’s economic situation, including the continued presence and persistence of high inflation. Similarly, in the federal context, FPFLRA s. 175(e) affords the Public Interest Commission’s chairperson a similar latitude to account for the Canadian economic situation relative to persisting high inflation.

A series of arbitral awards from the first half of 2022 quickly recognized that high inflation moves settlements beyond what would have been considered normative and, accordingly, replicated such awards²⁶. For example:

In April 2022. Arbitrator Chauvin in *Harvest Crossing* awarded 2% (+1.25) for 3.25% in 2021 and 2% (+1.25) for 3.25% in 2022. The Board noted at para. 10: “the historically very high CPI, and this has also been taken into consideration in deciding which of the Union’s proposals should be granted.”²⁷

June 2022. Arbitrator Hayes in *Homewood* awarded 3% in 2021; and argued:

24. Further, with respect, we do not agree with previous awards that were inclined to reject inflation adjustments pending their initial adoption in free collective bargaining. The expressed concern at that time was that there were neither bargained nor adjudicated outcomes to replicate.

²⁶ December 2021. Arbitrator Albertyn in *Cobblestone Gardens* awarded wage increases as high as 10% reflecting both inflation and market adjustments); February 2022. Arbitrator Steinberg in [Bradgate](#) awarded 2% (+2%) for 4% in 2021 and 2% (+1%) for 3% in 2022; March 2022. Arbitrator Albertyn in [Richview Manor Vaughan](#) awarded 2% (+1%) for 3% in 2021. June 2022. Arbitrator Steinberg in [Chartwell](#) and [Symphony Senior Living Orleans](#) awarded 3% in 2021; June 2022. Arbitrator Stout in [Oaks Retirement Village](#) awarded 2% (+1%) in 2021 and 2% (+2%) in 202; June 2022. Arbitrator Kaplan, in *Shouldice*, seemed to implicitly acknowledge that TTC no longer governed and awarded 2.5% in 2021 and 3% in 2022; October 2022. Arbitrator Kaplan, in Canadian National Rail Co. and IBEW System Council, No. 11, awarded a settlement with 3% in 2022; 3% in 2023; and 3% 2024.

²⁷ *Harvest Crossing Retirement Community Esprit Lifestyle Communities Extencicare Canada v Service Employees International Union, Local 1 Canada*, 2022 CanLII 33642 (ON LA), <<https://canlii.ca/t/jnxpb>>

25. *We do not see that such a void should preclude arbitral attention to the issue, at least at this point in the economic cycle. The negative impact of inflation on wage rates is now so pronounced that the issue should not be punted downfield.*²⁸

The BC Government Employees Union (BCGEU) negotiated settlement, which was ratified on Oct. 18, 2022, included the following wage increases:

| BCGEU – 19th Main Agreement (Exp. Mar. 31, 2025) ²⁹ | Effective April 1, 2022 | Effective April 1, 2023 | Effective April 1, 2024 |
|--|--------------------------------|--|--|
| General Wage Increases | 3.24% + \$0.25 = 4% | Annualized average of BC CPI = 5.55% to 6.75% | Annualized average of BC CPI = 2% to 3% |

In the Federal jurisdiction, Canadian Nuclear Laboratories and PIPSC reached a tentative agreement in February 2022. Even prior to peak inflation, this negotiated three-year settlement included wage increases of 3.5% in 2021, 3.5% in 2022, and 3.5% in 2023.³⁰

Another federal example includes the recently ratified collective agreement between the Society of Professional Engineers and Associates and SNC-Lavalin’s Candu Energy. The negotiated settlement’s wage increases included 4.25% in 2022, 3% to 5% in 2023, 2.5% to 4% in 2024, 1.5% to 3.5% in 2025, and 1.5% to 3% in 2026.

In addition, the employer proposal is inadequate in comparison to the broader trends. For example, under legislation, the yearly salary increases of Senators and Member of Parliaments are tied to the average wage settlements negotiated in private-sector

²⁸ Homewood Health Centre Inc. v United Food and Commercial Workers, Local 75, 2022 CanLII 46392 (ON LA), <<https://canlii.ca/t/jpk7v>>

²⁹ BCGEU – Highlights – Tentative Agreement – 19th Main Agreement: https://mcusercontent.com/c9125e48200e7a60add61b323/files/3b1eeb0c-c8d3-28b1-e0e9-875af940e7de/PS_Tentative_Agreement_Highlights.pdf. Ratified on 18 Oct. 2022: <https://news.gov.bc.ca/releases/2022FIN0061-001559>

³⁰ CRPEG Group (PIPSC): <https://pipsc.ca/groups/crpeg/crpeg-bargaining-update-14>

companies with more than 500 employees. Based on this automatic progression formula, in 2021, salaries of Senators and Members of Parliaments increased 2.0%. With the private sector negotiating wage increases that attempt to catch up and keep up with high inflation, Senators and Members of Parliament will benefit through legislated indexation formula—their purchasing power more protected. Not so for public service workers. Treasury Board’s wage proposal fails to protect workers’ buying power.

Inflation is the pattern

It is generally accepted that when an Arbitrator is asked to determine wages, “*the governing principle is market replication, and the most important criteria are comparative*”³¹. The factor of comparability has been applied by virtually all arbitrators as a major criterion in determining wages. For example, Arbitrator Kenneth Swan has stated that:

*Fairness remains an essentially relative concept, and it therefore depends directly upon the identification of fair comparisons if it is to be meaningful; indeed, all of the general stated pleas for fairness inevitably come around to a comparability study. It appears to me that all attempts to identify a doctrine of fairness must follow this circle and come back eventually to the doctrine of comparability if any meaningful results are to be achieved*³².

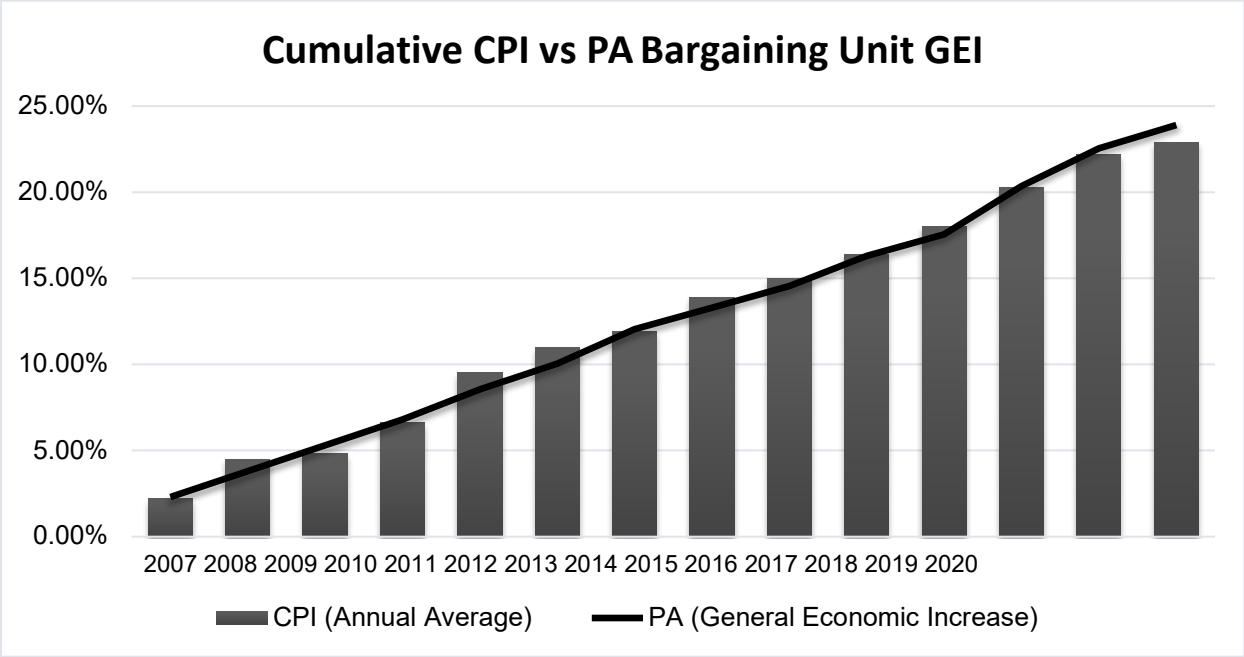
The Union submits that in the absence of a clear pattern of settlements by PSAC in the Federal Public Administration we should look at the parties bargaining history to meet the doctrine of comparability. The bargaining history of the PA units demonstrates that there is a clear pattern between inflation and general economic increases as shown in the table below.

³¹ Donald Brown and David Beatty, *Canadian Labour Arbitration* (Aurora: Canadian Law Book Limited, 2011)

³² Kenneth Swan, *The Search for Meaningful Criteria in Interest Arbitration*, (Kingston: Queens University Industrial Relations Centre, 1978)

| | CPI Annual Average (%) | PA General Economic Increases (%) |
|----------------|-------------------------------|--|
| 2007 | 2.2 | 2.3 |
| 2008 | 2.3 | 1.5 |
| 2009 | 0.3 | 1.5 |
| 2010 | 1.8 | 1.5 |
| 2011 | 2.9 | 1.75 |
| 2012 | 1.5 | 1.5 |
| 2013 | 0.9 | 2 |
| 2014 | 2 | 1.25 |
| 2015 | 1.1 | 1.25 |
| 2016 | 1.4 | 1.75 |
| 2017 | 1.6 | 1.2 |
| 2018 | 2.3 | 2.8 |
| 2019 | 1.9 | 2.2 |
| 2020 | 0.7 | 1.35 |
| AVERAGE | 1.64 | 1.70 |

The graph below better illustrates how over the past fifteen years the cumulative CPI and general economic increases of the PA bargaining unit have been closely linked:

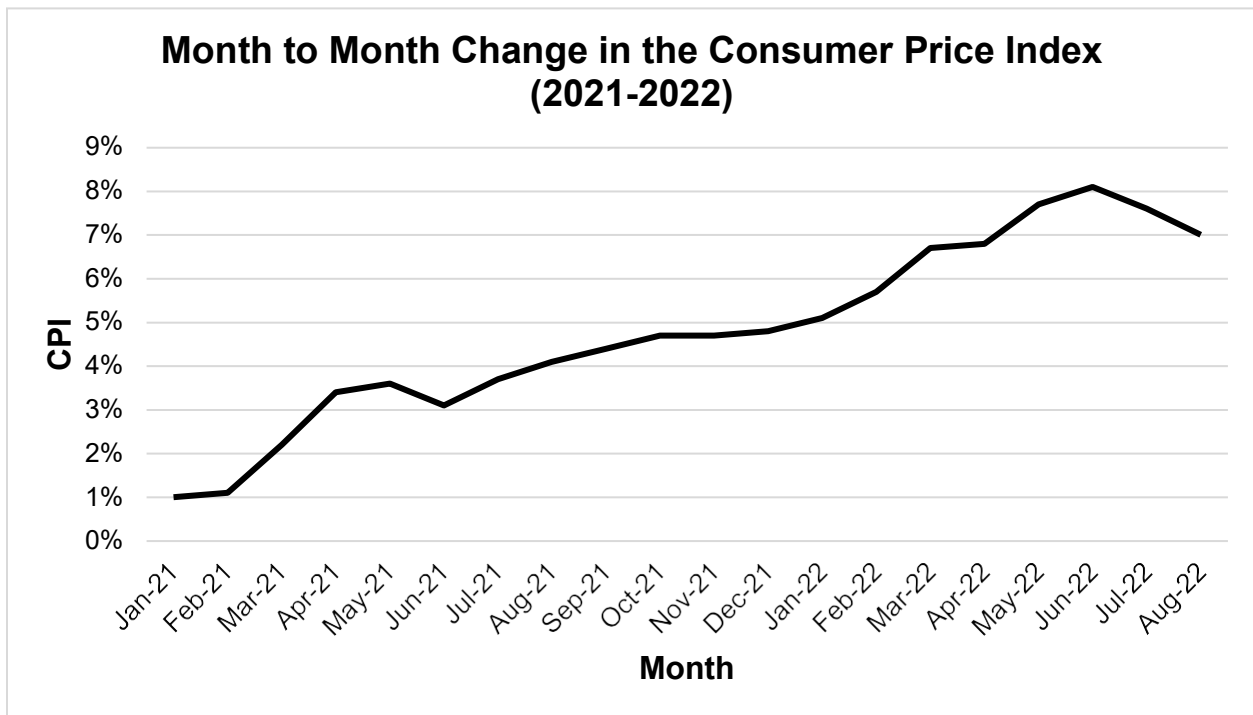


The same pattern can be observed for the three other bargaining units represented by the PSAC in the core public administration namely, EB SV and TC.

In that absence of a consistent pattern that reflects the state of the Canadian economy and in light of this historical correlation, the Union argues that inflation *is* the pattern. The Union respectfully requests that the Commission include in its recommendations that the parties should negotiate wages that keep up with inflation as it has been the established pattern in the past.

Current and projected cost of living

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



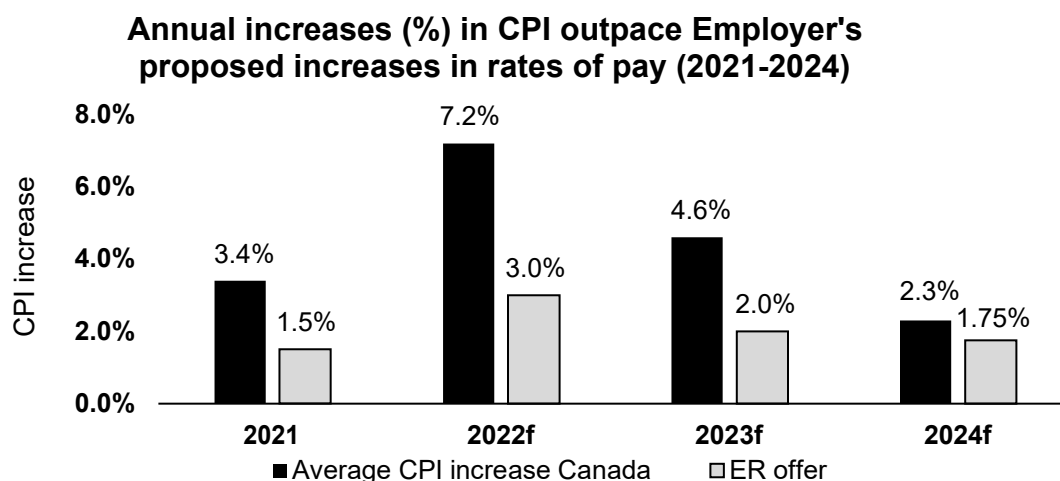
Source: Statistics Canada. Table 18-10-0004-01 12-month change in the Consumer Price Index (CPI).

The following table of inflation rates (annual CPI increase shown in percent) for 2021, 2022 (forecast) and 2023 (forecast) was constructed from rates published by five major financial institutions.

| Bank | 2021 | 2022f | 2023f |
|--------------------------|-------------|-------------|-------------|
| RBC ³³ | 3.4% | 6.7% | 3.2% |
| TD ³⁴ | 3.4% | 6.9% | 3.8% |
| Scotiabank ³⁵ | 3.4% | 7.0% | 3.8% |
| BMO ³⁶ | 3.4% | 6.7% | 4.5% |
| CIBC ³⁷ | 3.4% | 6.7% | 2.7% |
| AVERAGE | 3.4% | 6.8% | 3.6% |

The Employer offer falls well short of inflation

The inflation rate for 2021 and the latest projections put forward by the Bank of Canada for 2022, 2023 and 2024 indicate future losses in each year of the agreement for our members if they were to accept the Employer's offer.



Source: Bank of Canada Monetary Policy Report July 2022

³³ RBC - Economic Forecast Detail – Canada, October 2022, https://www.rbc.com/economics-subscriber/pdf/economy_can.pdf?_ga=2.45783458.705135389.1666282283-1849140551.1666282283

³⁴ Forecast by TD Economics, September 2022, <https://economics.td.com/ca-forecast-tables#lt-ca>

³⁵ Scotiabank, Forecast Tables, October 2022, <https://www.scotiabank.com/ca/en/about/economics/forecast-snapshot.html>

³⁶ BMO, Inflation Monitor, October 2022, <https://economics.bmo.com/en/publications/detail/bef1044f-8397-43ef-a96c-292fd2071c4c/>

³⁷ CIBC - Provincial outlook, October 2022, <https://economics.cibccm.com/cds?id=e40fa449-f38b-4268-ad48-f122d55fccdd&flag=E>

The rising cost of food and shelter

While CPI increases outpace wage increases, as per the Employer's proposal, members would lose significant buying power and find it more difficult to meet their basic needs.

Prices for food purchased from stores continued to increase in September 2022 (+11.4%). This was the fastest year-over-year increase since 1981³⁸. According to the Statistics Canada report on the Consumer Price Index the supply of food continues to be impacted by multiple factors, including extreme weather, higher input costs, Russia's invasion of Ukraine, and supply chain disruptions³⁹. Food price growth remained broad-based (see table below).

Canadians pay more for many grocery items

| | 12-month % change |
|---|--------------------------|
| Cereal products | 17.9 |
| Coffee and tea | 16.4 |
| Bakery products | 14.8 |
| Non-alcoholic beverages | 14.7 |
| Fresh fruit | 12.7 |
| Fresh vegetables | 11.8 |
| Other food preparations | 11.7 |
| Dairy products | 9.7 |
| Fish, seafood and other marine products | 7.6 |
| Meat | 7.6 |

Source: Statistics Canada Table [18-10-0004-01](#).

To understand the impact of rising food prices on the financial decisions of Canadians, Statistics Canada conducted the Portrait of Canadian Society survey from April 19 to May 1, 2022.

³⁸ Statistics Canada, Consumer Price Index, September 2022: <https://www150.statcan.gc.ca/n1/daily-quotidien/221019/dq221019a-eng.htm>

³⁹ Statistics Canada, Consumer Price Index, August 2022: <https://www150.statcan.gc.ca/n1/daily-quotidien/220920/dq220920a-eng.htm>

The results of the survey indicate that “*nearly three in four Canadians reported that rising prices are affecting their ability to meet day-to-day expenses such as transportation, housing, food, and clothing. As a result, many Canadians are adjusting their behaviour to adapt to this new reality, including adjusting their spending habits and delaying the purchase of a home or moving to a new rental*”⁴⁰.

Rising prices for food especially hurt lower and middle-income households and families, for whom food exhausts a much larger share of their budget. Such price increases put a disproportionate amount of strain on our members' family budget.

The rising cost of shelter is also affecting our members. In August, year-over-year growth in shelter prices (+6.6%) continued to remain high⁴¹. This occurred amid increases to the overnight interest rate by a total of three full percentage points in the last six months. Typical commercial variable mortgage rates have tripled⁴², and the Bank of Canada has made it clear that there's more tightening to come.

In summary, costs for the necessities of life including food and shelter continue to rise, making it more difficult to “just get by”. And again, the Employer's proposed wage increases for 2021 and 202 fail to address these increasing costs of living.

Highly competitive labour market

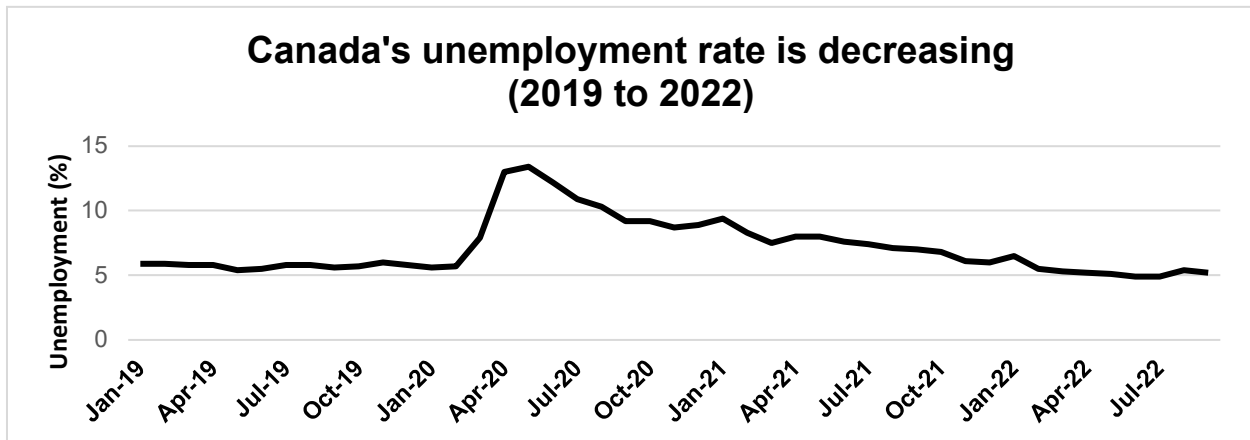
The supply of labour has been a particularly important aspect of the labour market over the past year, in the context of record-high job vacancies earlier in 2022, as well as the longer-term issue of population aging. The unemployment rate as of September 2022 is at 5,2%, below those from previous years and near an all-time low (see figures below⁴³).

⁴⁰ Statistics Canada, Rising prices are affecting the ability to meet day-to-day expenses for most Canadians, <https://www150.statcan.gc.ca/n1/daily-quotidien/220609/dq220609a-eng.htm>

⁴¹ Statistics Canada, Consumer Price Index, August 2022: <https://www150.statcan.gc.ca/n1/daily-quotidien/220920/dq220920a-eng.htm>

⁴² 1. The Bank of Canada's “Estimated Variable Mortgage Rate” increased from 1.29% at the beginning of March to 4.53% on October 6;

⁴³ Source: September 2022 Labour Force Survey (3701), table 14-10-0287-01.⁴³



And there is no change to this trend on the horizon. As of June 2022, there were fewer unemployed people (989,000) than job vacancies (1,038,000) in Canada⁴⁴. It is the first time this situation has been observed since data from the Job Vacancy and Wage Survey became available in 2015. This labour market tightness is also reflected in employers' outlook. Two-fifths (38.7%) of respondents to the Canadian Survey on Business Conditions conducted in 2022 expect that recruiting skilled employees will be a challenge in the near future⁴⁵.

Canada's tight labour market has made it more likely for workers to seek alternative positions if they are not happy with their current employment situation. Results from a supplementary question added to the Labour Force Survey in August 2022 suggest that *"the number of Canadians who are considering a job change is on the rise. The proportion of permanent employees who were planning to leave their job within the next 12 months (11.9%) was almost double the level recorded in January 2022 (6.4%), when the question was last asked"*.⁴⁶

In order to better understand some of the determining factors for workers to change jobs, the August 2022 Labour Force Survey also included questions regarding the key reasons

⁴⁴ Labour Force Survey, June 2022, <https://www150.statcan.gc.ca/n1/daily-quotidien/220708/dq220708a-eng.htm>

⁴⁵ Statistics Canada, Canadian Survey on Business Conditions (CSBC), <https://www.statcan.gc.ca/en/survey/business/5318>

⁴⁶ Labour Force Survey, August 2022, <https://www150.statcan.gc.ca/n1/daily-quotidien/220909/dq220909a-eng.htm>

in support of a respondent decision to quit their current employment for the pursuit a new opportunity. Salary and benefits were the main reasons identified by the highest proportion of employees⁴⁷.

In addition to the current economic conditions, the labour supply is also affected by an aging population. According to the August 2022 Labour Force Survey 307,000 Canadians left their job in order to retire at some point in the last year, up from 233,000 one year earlier⁴⁸.

Federal public workers are getting ready for retirement

According to the Employer’s data, a significant cohort of federal public workers are currently above 55 years of age, and this proportion has been increasing over time⁴⁹.

| Age band | 2010 | 2021 |
|--------------------|-------------|-------------|
| 55 to 59 | 11.10% | 11.50% |
| 60 to 64 | 4.40% | 6.00% |
| 65 and over | 1.30% | 2.60% |

This trend is also reflected in the number of hiring into the core public administration Indeterminate hiring had been on the rise since the 2012 to 2013 fiscal year⁵⁰.

| Year | 2013 - 2014 | 2014 - 2015 | 2015 - 2016 | 2016 - 2017 | 2017 - 2018 | 2018 - 2019 | 2019 - 2020 | 2020 - 2021 |
|-------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| New Hiring | 4315 | 6093 | 7698 | 11085 | 14749 | 19245 | 19333 | 16528 |

⁴⁷ Labour Force Survey, August 2022, <https://www150.statcan.gc.ca/n1/daily-quotidien/220909/dq220909a-eng.htm>

⁴⁸ Labour Force Survey, August 2022, <https://www150.statcan.gc.ca/n1/daily-quotidien/220909/dq220909a-eng.htm>

⁴⁹ Office of the Chief Human Resources Officer, Treasury Board of Canada Secretariat. Demographic Snapshot of Canada’s Public Service, 2021

⁵⁰ Office of the Chief Human Resources Officer, Treasury Board of Canada Secretariat. Demographic Snapshot of Canada’s Public Service, 2021

In the current labour market, the pool of qualified and performing new candidates is shrinking and competition for applicants is rising. With many members sitting at the top of their pay scale and nearing retirement, the Union argues there is a potential for recruitment and retention issues which ought to be considered. Given a consistently strong labour market and low unemployment, the Union believes salaries and wages should reflect these trends and remain competitive.

Salary Forecasts within a Tight Canadian Labour Market (2023)

In addition to rising inflation, the competitiveness of the labour market continues to influence trends in salary increases and magnify recruitment and retention challenges faced the Employer. At the same time, declining unemployment and stability in employment levels are indicators that the Canadian economy is doing well. Employers wishing to retain trained staff must increase wages to appropriate levels or risk losing them should the right opportunity present itself. Projections derived by research conducted by Normandin Beaudry, Willis Tower Watson, Mercer, PCI Compensation Consulting, and LifeWorks (formerly Morneau Shepell) indicate that employers are planning to increase salaries by an average of 3.9% in 2023.⁵¹

| Observer | Sector | 2023: Projected Increases (%) |
|-------------------------------------|-------------------|--|
| Normandin Beaudry | All-sector | 3.7 |
| Willis Tower Watson | Professionals | 3.7 |
| Mercer | All-sector | 3.9 |
| PCI Compensation | All-sector | 4.1 |
| LifeWorks (formerly Moreau Shepell) | All-sector | 3.9 |
| Average | All-sector | 3.9 |

⁵¹ CPQ Salary Forecasts Special Report 2023 (reported Sep. 29, 2022): https://www.cpq.qc.ca/workspace/uploads/files/dossier_special_previsions_salariales2023_en.pdf

In summary

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

- i. Budget 2022 stipulates the Canadian economy is healthy whereby Canada has some of the strongest indicators of financial stability in the G7 economies;
- ii. The Government of Canada's deficit, as % of GDP does not present an obstruction to providing fair wages and economic increases to federal personnel;
- iii. Public Sector jobs contribute to a social context which favours growth and the prosperity of the middle-class on which Canada's economy heavily relies;
- iv. The economic increases should factor in relevant recently negotiated settlements and arbitral awards in the broader public sector;
- v. The parties should negotiate wages that keep up with inflation as it has been the established pattern in the past;
- vi. The Employer's proposed rates of pay come in well below inflation, affecting employees buying power and not accounting for the rapid rise in basic expenses such as food and shelter;
- vii. Canada has a strong labour market and low unemployment, whereby competitive wages play a major role in recruitment and retention;
- viii. The Employer's proposal for economic increases is below established and forecast Canadian labour market wage increases.

The Union respectfully submits that its proposals for competitive general economic increases stand by itself in light of the evidence presented above. General economic increases that keep up with inflation should not come at the expense of the Union's proposed market adjustment proposals to close longstanding wage gaps with the public and private sector outside the federal public service. For example, BCGEU's recently ratified tentative agreement addressed persisting inflationary pressures *and* occupation-specific market adjustments.

APPENDIX A RATES OF PAY

The Union proposes the following economic increases to all rates of pay for every EB bargaining unit employee:

Effective 2021: 4.50%

Effective 2022: 4.50%

Effective 2023: 4.50%

The effective date should be considered to be the day following the expiration date of the collective agreement.

APPENDIX A EB SPECIFIC MARKET ADJUSTMENT RATIONALES

Introduction

The Union has proposed market adjustments to all occupational groups. These proposals have the following goals:

1. Recognition of the invaluable work of public sector workers, particularly throughout the Covid pandemic.
2. Fixing wage gaps between our members and those doing the same or similar work.
3. Addressing past and ongoing inequities – including due to grid transitions, issues of reconciliation with Indigenous peoples or sectors of the economy occupied primarily by women where pay offered does not match the responsibilities and skills brought to the workplace.

The Union proposes the following changes to Appendix “A”.

Annex “A1”

Elementary and Secondary Teaching Sub-Group (ED-EST) annual rates of pay (in dollars) – National rates of pay, 12-month pay plan

The Union proposes the following economic increase for the ED-EST sub-group of 12-month teachers to reach our goal of ensuring our members are paid fair and equitable wages comparable to other workers.

- 7% market adjustment across all levels and teacher experiences

Transitional provision:

The Union proposes deletion of the Transitional provision language in paragraph 6 for the restructure of regional ED-EST 10-month annual rates of pay to national ED-EST 12-month rates of pay for teachers in Correctional Service of Canada, the Department of National Defence or the Department of Fisheries and Oceans as well as a MOU to address the inequities of the Transitional provision. This MOU shall ensure that 12-month teachers will be placed in the wage grid as per past practice and in line with the pay notes found in Annex "A1", in accordance with their experience.

****ED-EST Sub-Group pay notes**

6. Transitional provision

~~The restructure of regional ED-EST 10-month annual rates of pay to national ED-EST 12-month rates of pay for teachers in Correctional Service of Canada, the Department of National Defence Canada or the Department of Fisheries and Oceans, will be effective according to the dates determined by clause 2a)(ii) of the new appendix "K" – Memorandum of Understanding with respect to Implementation of the Collective Agreement. Notwithstanding years of experience, eligible employees are to be paid at the rate in the new pay grid that is closest to without a reduction of pay to the salary they were paid on the day prior to the effective date. After this initial movement to the new pay rates, an employee will continue their progression through teaching experience levels as per Pay Note 19.~~

Rationale

The Union proposes a market adjustment to address the pay gap for 12-month teachers in the bargaining unit.

These teachers work in a variety of settings – primarily in Correctional Service Canada (CSC) and the Department of National Defense (DND) – however, there are a small number at the Department of Fisheries and Oceans (DFO)-

As per the information provided by the Employer, the largest concentration of 12-month teachers work in the Kingston, Ontario area. This is not surprising, given the number of CSC facilities in this area.

The Union has located the nearest comparator collective agreement to compare our members' wages to those doing the same or similar work.

This comparator agreement is between the Ontario Secondary School Teachers' Federation (OSSTF) and the Limestone District School Board (**exhibit MA.1**). Teachers working for the provincial school board and EB 12-month teachers do the same or similar work, however, the former work for 10 months of the year, while EB members work year-round.

Adjusting for this difference in hours of work per year, the Union finds a wage gap of 7% between the job rate for teachers working for the Limestone District School Board and the job rate for 12-month teachers working for the federal government. The original and adjusted pay grids are to be found in **exhibit MA.2**.

The Union also proposes the deletion of pay note 6.

In the last round of bargaining, the parties agreed to move from regional rates of pay to national rates of pay for 12-month teachers. Members were transitioned into the new national grid at the rate closest to, though not inferior to, their current rate of pay. Years of teaching experience were, unfortunately, not considered when transitioning members to the new national grid, despite the fact that the placement of teachers on the regional pay grids had always been based on this very criteria and the new national grid was also based on years of teaching experience for new employees.

This transition has had a disproportionately negative effect on our members who work in Québec and the Maritimes because their regional rates of pay were markedly lower than the other regional rates of pay. Incumbents in these regions – many with over 20 years seniority and close to retirement – saw themselves severely adversely affected.

For example, consider a Level 4 teacher in Québec with twelve years or greater of teaching experience. Prior to the conversion, this teacher earned \$88,018 per annum (Québec regional rate of pay at full teaching experience of 12 years – a salary of \$73,348 multiplied by 1.2). This employee would have been placed on the new grid at Level 4, but at teaching experience of 7 years as this amount of \$90,899 is nearest to but not below the previous amount.

This teacher, who brings 12 years or more of experience to the classroom, is not properly recognized for their experience by being paid a rate of pay established for teachers with 7 years of experience.

If this same teacher with 12 years of experience had instead applied for a position with the federal government after the implementation of the national grid and become a newly hired employee, they would be paid \$101,446 the rate of pay for a teacher with 12 years of experience. This while their co-worker who also has 12 years of experience is being paid \$90,899 the rate for a teacher with 7 years experience. This effectively punishes employees who have greater years of service with the federal government, which is clearly not the intent of the wage grid.

In Québec, members affected also report to the PSAC that they are planning their retirement in the near future. Because they have so many years of teaching experience that were not recognized, their final five years of pay will not be at the job rate. Members who have given decades of their working lives to the Government of Canada will not be fully recognized and properly compensated for their service in their old age.

Annex “A1-2”

Elementary and Secondary Teaching Sub-Group (ED-EST) annual rates of pay, 10-month pay plan

Teachers, Indian and Northern Affairs Canada 10 month pay plan

The Union proposes the following economic increases for the ED-EST sub-group of 10-month teachers working for Indigenous Services Canada to reach our goal of ensuring our members are paid fair and equitable wages comparable to other workers:

- All Ontario rates shall receive a market increase of 4.3%
- All Alberta rates shall receive a market increase of 5.2%

Rationale

In Ontario, ED-EST 10-month teachers work in six schools on the Six Nations Reserve in southwestern Ontario near Brantford and at one school on a Mohawk First Nations reserve northeast of Belleville. Accordingly, the Union has used the provincial school board that is closest geographically to where most of our members work as the appropriate comparator: the Grand Erie District School Board.

In Alberta, ED-EST 10-month teachers work at the Le Goff School in Cold Lake. Similarly, the Union has selected the closest provincial school board: the Northern Lights School Division. The Union’s analysis of pay gaps between federal teachers and their provincial counterparts is found in **exhibit MA.3**.

Based on pay information provided to the Union by the Employer at the beginning of bargaining, the Union calculates the breakdown of 10-month teachers by Level as follows:

Ontario 10-month teachers

| Level | Number of employees | % of total in province |
|--------------|---------------------|------------------------|
| 1 | 1 | 1% |
| 2 | 3 | 3% |
| 3 | 4 | 3% |
| 4 | 19 | 17% |
| 5 | 25 | 22% |
| 6 | 63 | 55% |
| Total | 115 | |

Alberta 10-month teachers

| Level | Number of employees | % of total in province |
|--------------|---------------------|------------------------|
| 4 | 4 | 80% |
| 5 | 1 | 20% |
| Total | 5 | |

NB: Employer's data does not report any 10-month teachers in Alberta at Levels 1 to 3 or at Level 6.

Ontario 10-month teachers

As noted above, the majority of 10-month teachers are located at Six Nations, making the comparator of the Grand Erie District School Board the most appropriate one.

At the highest level, with ten years teaching experience, the Union finds a 4.3% differential between the 2020 wage paid to its members and the wage paid to teachers, doing the same or similar work, within the Grand Erie school board.⁵² The wage gap at the lower levels is even greater. For example, comparing a Level A3 Grand Erie provincial teacher with a Level 5 federal teacher (both with ten years' experience) yields a difference of - 10.7%.

The Union is proposing a very reasonable market adjustment of 4.3%, focused on achieving parity at the highest classification level. We have done so recognizing that, as stated above, 55% of teachers are at Level 6, with a further 22% in Level 5 within the Ontario pay-grid.

Rather than proposing greater market adjustment increases at lower classification levels, the Union is proposing this market adjustment be applied to the entire pay grid to maintain internal relativity.

⁵² A methodological note: the Union was unable to find a wage table for the 2020-2021 school year. However, it did locate the table provided (**exhibit MA.5**) in effect for the 2021-2022 school year. As the table notes and in accordance with Ontario Bill 124, "...there is a 1% salary increase for the 2021-2022 school year". As such, the union has calculated the Grand Erie salary grid in effect for the 2020-2021 school year by dividing each amount by 1.01.

Alberta 10-month teachers

In Alberta, the Union is proposing a 5.2% market adjustment to close the pay gap between our members and those doing the same or similar work within the provincial jurisdiction. We used the most recent pay scale in effect to compare the provincial teachers at the Northern Lights School Division with federal teachers in Alberta. A 5.2% increase is a fair and reasonable proposal as this is the percentage difference between the job rate of provincial versus federal Alberta teachers.

The below table illustrates the percentage difference between federal and provincial teachers in Alberta across three levels at the highest teaching experience. It is important to note that for Levels 4, 5 and 6 federal teachers require ten years of teaching experience to reach the maximum rate per level. However, at the provincial level, provincial teachers only require nine years. The Union's proposal of a wage adjustment of 5.2% is quite reasonable especially when we consider that there are greater pay gaps at lower levels. The Union has proposed the same market adjustment to all levels to maintain internal relativity.

| Level/Teaching Experience | Federal teacher job rate | Provincial teacher job rate | % difference between federal and provincial teachers (Northern Lights School Division) |
|----------------------------------|---------------------------------|------------------------------------|---|
| Level 4, Experience 10 | \$88,988 | \$94,369 | -6.0% |
| Level 5, Experience 10 | \$92,606 | \$97,829 | -5.5% |
| Level 6, Experience 10 | \$96,331 | \$101,307 | -5.2% |

ED-EST Vice-Principal and Principal pay plans

The Union proposes the following economic increases for the ED-EST sub-group of Vice-Principals and Principals working for Indigenous Services Canada to reach our goal of ensuring our members are paid fair and equitable wages comparable to other workers:

- Deletion of Level I rates for Vice-Principal and Principal
- Deletion of pay note language around qualifications (see below)
 - Incumbents who do not have a provincial Principal qualification where now required shall be grandfathered

- All Ontario rates shall receive a market increase of 4.3%
- All Alberta rates shall receive a market increase of 5.2%

Pay note:

1) Deletion of pay note language concerning qualifications:

Vice-principal and principal professional certification

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

~~**Vice-principal and principal academic qualifications**~~

~~a. Level one: for placement at this level, an employee must have:~~

~~i. at a minimum, a Bachelor's degree in Education and current teacher certification issued by the Ministry of Education or College of Teachers of the province in which the school is located.~~

~~b. Level two: for placement at this level, an employee must have:~~

~~i. Master's degree in Education and current teacher certification issued by the Ministry of Education or College of Teachers of the province in which the school is located that included a principal qualification on the teaching certificate where such is required by provincial regulation.~~

Rationale

There are pay differentials between federal Principals and Vice-Principals and their provincial counterparts, which were determined by comparing the provincial Grand Erie District School Board with our members. To maintain internal relativity between Principals, Vice-Principals, and teachers, the Union proposes the 4.3% market adjustment in Ontario to Principals and Vice-Principals.

The Union compared the salaries paid by the Grand Erie District School Board by reviewing public disclosure of provincial public-sector executive-level salaries for 2020 –

the “Ontario Sunshine list” (**exhibit MA.6**) and found an important wage gap between Principals and Vice-Principals in federal schools versus the comparator provincial school. The tables below show the percentage and dollar differences between federal (Level 1, Step 4 and Level 2, Step 4), and provincial Vice-Principals and Principals.

| 2020 School Year | Federal Job Rate - Level 1 Step 4 | Provincial Highest Salary | Difference \$ | Difference % |
|-------------------------|--|----------------------------------|----------------------|---------------------|
| Principal | \$109,288 | \$141,284.30 | \$31,996 | 29% |
| Vice-Principal | \$100,451 | \$122,464.98 | \$22,014 | 22% |

| 2020 School Year | Federal Max Salary - Level 2 Step 4 | Provincial Highest Salary | Difference \$ | Difference % |
|-------------------------|--|----------------------------------|----------------------|---------------------|
| Principal | \$123,755 | \$141,284.30 | \$17,529 | 14% |
| Vice-Principal | \$114,916 | \$122,464.98 | \$7,549 | 7% |

For the 2020 school year, the Level 1, Step 4 Principal salary in Ontario was \$109,288. At full pay in their fourth year in this role, a Level I Principal would still be worse off than the lowest paid provincial public-school principal, who was paid \$109,856.96 (as demonstrated in the exhibit). Namely, they were 13.9% worse off than the average Grand Erie Principal (paid \$124,437). For Vice-Principals, the Level 1, Step 4 Vice-Principal salary is 22% below the highest provincial Vice-President salary.

The above tables also demonstrate that the percentage difference between federal and provincial Principal and Vice-Principal pay is smaller at the job rate for Level 2.

To reduce the large gap between federal and provincial pay, particularly as it affects the lowest paid, the Union is proposing to delete the Level I wage grid and move all incumbents to Level II. This pay structure is better aligned with the provincial pay structure, which does not have two levels of pay.

Compensation for these positions at Alberta school boards is somewhat different than in Ontario. Administrators are paid a base teacher salary and a vice-principal allowance or principal allowance is added to that, based on the pupil count of the school.

According to the Employer's data, there is one Vice-Principal and one Principal in Alberta. We've reviewed the differential between what these two employees earn and what they would earn had their federal school been a provincial public school with the same student body size.

The Alberta Principal in this bargaining unit was paid \$92,873 in 2020, situating them at Step 1 of Level I, while the Vice-Principal was paid \$98,039 in 2020, situating them at Step 4 of Level I.

Under the collective agreement between the Northern Lights School Division and the Alberta Teacher's Association (ATA) (**exhibit MA. 7**), as mentioned, Principals and Assistant Principals receive a top-up amount relative to a teachers' salary, proportionate to the amount of students in the school with a floor amount of \$25,000 for Principals and half this amount of Assistant Principals (articles 4.2.1 – 4.2.2). As there are fewer than 100 students in Le Goff school, the floor amount would apply.

Assuming the Vice-Principal and Principal have a basic four years of teacher education (article 3.2.3.1 of the ATA agreement), and that they had completed nine years of teaching experience before progressing to the role of Vice-President or Principal (we hypothesize a base salary of \$94,369 with a Principal top up of \$25,000 and an Assistant top-up of \$12,500.

| | Le Goff school – actual Federal salary (2020) | Northern Lights school division salary (assuming 4 years teacher education and teaching experience of 9 years) | Difference \$ | Difference % |
|----------------|--|---|----------------------|---------------------|
| Principal | \$98,039 | \$119,396 | \$21,357 | 21.8% |
| Vice-Principal | \$92,873 | \$106,896 | \$14,023 | 15.1% |

If the federal Vice-Principal and Principal had five or six years of teaching experience the discrepancy would be even larger.

The Union’s proposal to delete Level I, moving all incumbents to Level II and adding a 5.2% market adjustment is very reasonable and remedies the above cited wage gap. At the job rate – an annual salary of \$119,201 – they are only slightly behind the \$119,396 per annum they would make if they were employed in the nearby provincial school.

The Union proposal will provide and maintain internal relativity between Principals, Vice-Principals and teachers.

The Union also proposes to amend and delete pay note 9. Our research shows that the requirement to hold a master’s degree – as the current pay note sets out – is out of line with the Ontario provincial requirements to earn a Principal’s Qualification. The Union believes that what is more important is that Vice-Principals and Principals *must* have the qualifications that are set out by the provincial school jurisdictions they work in, besides a current teaching certification.

To be considered qualified to be a principal in Ontario, a teacher must complete the Principals Qualification Program (PQP) (**exhibit MA. 8**). To be admitted to a PQP program requires an applicant to be a member in good standing of the Ontario College of Teachers as well to possess a mix of academic and professional pre-requisites. One of these prerequisites *may* be a master’s degree, however, there is no *requirement* to hold a master’s degree.

Any incumbents who do not currently hold these qualifications should be “grandfathered” in their Principal or Vice-Principal role.

Annex “A5”

Educational Support Group (EU) annual rates of pay

Educational Support Group (ED-EU) – TEA

For employees in the sub-group of Teacher’s Aide (EU-TEA), the Union proposes the following:

- All Ontario rates shall receive a market increase of 4.3%
- All Alberta rates shall receive a market increase of 5.2%

The Union proposes these market adjustments to maintain internal relativity between 10-month teachers, early childhood educators, educational assistants, Vice-Principals and Principals who work alongside one another.

New sub-group – EU-ECE (Early Childhood Educators)

The Union proposes a new sub-group for Early Child Educators: EU-ECE. The new sub-group would cover Early Childhood Educators in primary schools, which are currently only in the Six Nations school district. The following table is a presentation of the pay grid for the new sub-group EU-ECE.

| A national EU-ECE grid | | | | | | | |
|------------------------|----------|----------|----------|----------|----------|----------|----------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| July 1 2021 | \$43,012 | \$44,746 | \$46,501 | \$48,250 | \$50,004 | \$51,742 | \$53,498 |

The Union proposes introduction of this sub-group to address the shortcoming in the collective agreement arising from changes in provincial public schools in Ontario.

In 2014, the Ontario Provincial Government vastly expanded all-day “junior kindergarten” (JK) in addition to the pre-existing “senior kindergarten” (SK). When JK was expanded, federal schools mimicked the provincial development. In provincial public schools, in both JK and SK, schools hire licensed Early Childhood Educators (ECEs) to assist teachers in

managing very busy classes of 3-, 4- and 5-year-olds. However, when licensed ECEs were hired by the Employer to work in JK and SK, they were classified in the sub-group of Teacher’s Aide (EU-TEA). This is not appropriate given the positions are not the same.

Furthermore, based on our research, Teacher’s Aides (known as Educational Assistants in provincial public schools) work in classrooms in older grade levels and arrive with a different set of requirements and skills than ECEs. In the provincial comparator, the Grand Erie District School Board, ECEs receive a higher wage than Educational Assistants to recognize the different qualifications required and job duties performed.

The Union, therefore, proposes a new ECE sub-group. The rate of pay proposed for the ECE sub-group is based on a 9% premium above the Ontario EU-TEA rate, which mirrors the pay differential between the job rate for ECEs and Educational Assistants working for the Grand Erie District School Board.

| | |
|---------------------------------------|---------|
| Grande Erie/ETFO ECE Hourly rate | \$28.31 |
| Grand Erie/CUPE Educational Assistant | \$25.76 |
| % Difference | 9.9% |

Notes: Both job rates effective September 1st 2020.

To arrive at the proposed grid for the new ECE sub-group, we applied the proposed market adjustment of 4.3% to the EU-TEA wage grid and then the 9.0% premium.

All Other Educational Support Group (EU) classifications – Educational Support Group-Language Instructor-1 (EU-LAI-1); Educational Support Group-Physical Education-1 (EU-PEI 1), Educational Support Group-Physical Education-2 (EU-PEI 2)

The Union proposes, in order to maintain internal relativity with other EU classifications, market adjustments of 4.3% for remaining EU employees.

Based on the data provided by the Employer during negotiations, this market increase would affect a total of three employees nationally.

Harmonization:

Lastly, following market adjustments for 10-month teachers (10-month ED-EST), Principals and Vice-Principals, ED-EU (ECE) and ED-EU-TEAs, the Union is proposing the harmonization, upwards, of educational assistants, teachers, Vice-Principals and Principals into national wage grids.

The Union respectfully seeks this harmonization as it has fought for decades for the principle of “equal pay for equal work” and has sought to move from regional grids of pay to national grids of pay.

It is unacceptable that employees of the Government of Canada continue to be paid less in one part of the country than other parts of the country for doing the same job in the same classification for the same employer.

The Union also respectfully submits to the Commission that pay uniformity and closing the pay gap with provincial comparators is a serious matter given the unique historical and colonial context that the Government of Canada operates its schools within. Under section 175 of the FPSSLREA, the Commission is provided leeway to consider, “any other factors that it considers relevant” in its recommendations.

A relevant factor that the Union respectfully requests the Commission to consider is that while reconciliation is a noted priority for the Government of Canada, the only employees in the EB collective agreement still subjected to such regional pay structures are those education workers who work with Indigenous children at schools on Indigenous reserves.

Given the long-term and well documented historic underfunding of First Nations education by the federal government, the maintenance of a continued pay gap between federal and provincial teachers and between federal teachers themselves sends a troubling message to First Nations students and their communities in effect if not intent. Essentially, the

Government of Canada continues to send a very clear message that First Nations schools simply do not deserve to have teachers “worth” as much as non-First Nations schools, and that regional rates of pay are acceptable for federal educational workers who work in First Nations schools, but other educational workers employed by the Employer (who teach a different clientele) deserve a national grid.

The Union contends that this is deeply troubling given the emphasis placed upon reconciliation by the Government of Canada and hopes that the Commission will see fit to recommend that this is resolved.

Language Teaching Sub-Group (ED-LAT)

ED-LAT 1

The Union proposes the following:

- Increase of 2.8 % across all steps excluding final step on each level where the Union instead proposes the following increases:
 - Level 1, Step 12: 5.9%
 - Level 2, Step 13: 5.7%
 - Level 3, Step 13: 5.6%
 - Level 4, Step 13: 5.6%

ED-LAT 2

The Union proposes the following:

- Increase of 2.8 % across all steps excluding final step on each level, where the Union instead proposes the following increases:
 - Level 1, Step 12: 5.9%
 - Level 2, Step 13: 5.7%
 - Level 3, Step 13: 5.6%
 - Level 4, Step 13: 5.6%

Rationale

The Union proposal is designed to close the wage gap for ED-LAT employees employed by Treasury Board under the EB agreement and ED-LAT employees employed by the Canada Revenue Agency and subject to the Audit, Financial and Scientific Group (AFS) agreement negotiated with PIPSC. It is also designed to maintain internal relativity between LAT-1 and LAT-2.

At the LAT-1 level, the discrepancy between the EB group and the CRA is demonstrated in **exhibit MA.9**.

The Union proposal closes the pay gap between ED-LAT-1 and PIPSC AFS LAT-1.

The Union wishes to be clear on a further discrepancy: the AFS agreement has one more pay step at each level (13 steps at Level 1, 14 steps at Levels 2 to 4). The Union does not propose an additional step, but a higher increase at the current top step to close the gap. The Union also does not wish to create a dynamic whereby PSAC and PIPSC are continually increasing the number of steps to create new top rates for members with each round. Over the long-term this would mean that it would take employees longer and longer to reach the job rate of pay.

In order to maintain internal relativity between LAT-1 and LAT-2 and recognize the additional responsibilities of the LAT-2 position, the Union proposes to apply the market adjustment for LAT-1 and apply it across the board in the identical manner unto LAT-2. The Union is aware that this would yield a rate that is different than the one in place in the AFS agreement for LAT-2. The AFS agreement provides for the basic LAT-1 rate, applicable to their education experience, and then applies a \$4,000 per annum senior teacher's allowance (**exhibit MA.10**). There is therefore no separate wage grid for the LAT-2 classification in the AFS agreement.

The Union submits that a flat allowance-based system skews internal relativity. As such, the Union's proposal to maintain internal relativity between LAT-1 and LAT-2 is designed to respect section 175(c) of the FPSLREA.

Education Services Sub-Group (ED-EDS)

ED-EDS

The Union proposes:

- At each level: new top step
- All existing steps at all levels adjusted (approx.) 2.8%

Rationale

The Union proposes to close the wage gap between ED-EDS employees working for the core public administration and those working for CRA (AFS group) (**exhibit MA.11**).

This would require a market adjustment of approximately 2.8% across all existing steps and levels as well a new top step at each level.

Currently, the job rates for EB ED-EDS employees are 5.7% to 6.1% behind their AFS ED-EDS colleagues at the CRA, as shown below:

| Job Rate Comparison | | | |
|----------------------------|---------------------------|--------------------------------|-----------------------|
| | EB ED-EDS 2020 | AFS CRA- PIPSC 2020 | % diff vs. CRA |
| EDS-1 | \$82,698 | \$87,754 | -6.1% |
| EDS-2 | \$90,327 | \$95,569 | -5.8% |
| EDS-3 | \$96,441 | \$102,062 | -5.8% |
| EDS-4 | \$103,172 | \$109,071 | -5.7% |
| EDS-5 | \$111,273 | \$117,644 | -5.7% |

The Union advances that it is entirely fair and reasonable for those ED-EDS employees employed under the EB agreement to receive compensation which is equal to those CRA employees holding the same classification and doing the same or similar work under the AFS agreement.

Library Science Group (LS)

LS

The Union proposes:

- Delete bottom step for LS-1 to LS-5
- New top step: LS-1 (2.9%)
- New top step: LS-2 (3.1%)
- New top step: LS-3 (3.2%)
- 10.0% market adjust following restructuring

Rationale

The Union's proposal closes the gap in pay between LS employees subject to the EB collective agreement ("EB-LS") and LS employees employed by the Library of Parliament and subject to the collective agreement negotiated between the Library and the Public Service Alliance of Canada (which shall be referred to as "Parliamentary LS"). There exist certain important differences between EB-LS and Parliamentary LS. There also exist differences, though less pronounced, between EB-LS employees and LS employees employed by the Canada Revenue Agency (CRA) and the National Research Council (NRC) and subject to collective agreements negotiated between these employers and PIPSC.

Firstly, Parliamentary LS work thirty-five hours per week (**exhibit MA.12**), while EB-LS work thirty-seven and a half hours per week as per article 43.01. The union has thus adjusted Parliamentary LS hours to reflect this differential, by multiplying the Parliamentary LS wage rate by (37.5/35).

Secondly, Parliamentary LS are, at the time of writing, without a collective agreement. The last increase in wages for Parliamentary LS occurred on September 1st 2019. We have assumed a wage increase of 1.5% in order to make a comparison of 2020 wage rates.

Thirdly, there are three classifications of Parliamentary LS: LS-01, LS-02 and LS-03, while EB-LS has classifications LS-1 through LS-5.

The breakdown of EB-LS by classification is as follows:

| Classification | Number of employees | % of total |
|-----------------------|----------------------------|-------------------|
| LS-1 | 1 | 0.4% |
| LS-2 | 110 | 48.7% |
| LS-3 | 89 | 39.4% |
| LS-4 | 18 | 8.0% |
| LS-5 | 8 | 3.5% |
| TOTAL | 226 | 100.0% |

Source: Employer disclosure as of March 31st, 2021.

This data reveals that 88.5% of EB-LS employees (i.e., LS-1 through to LS-3) have a clear comparator in the Parliamentary LS.

Fourthly, Parliamentary LS and EB-LS do not have the same number of pay steps. The discrepancy is as follows:

Number of pay steps

| | Parliamentary LS | EB LS |
|------|------------------|-------|
| LS-1 | 7 | 8 |
| LS-2 | 6 | 5 |
| LS-3 | 6 | 5 |
| LS-4 | No LS-4 | 6 |
| LS-5 | No LS-5 | 6 |

Based on the above, the Union calculates a pay gap as follows:

| LS-1 | EB - 2020 | Library of Parliament - 2019 | Adjusted to 37.5 hr/wk | 1.5% 2020 increase | % diff. |
|------|-----------|------------------------------|------------------------|--------------------|---------|
| 1 | \$ 64,907 | \$ 66,822 | \$ 71,595 | \$ 72,669 | -12.0% |
| 2 | \$ 66,917 | \$ 68,776 | \$ 73,689 | \$ 74,794 | -11.8% |
| 3 | \$ 68,929 | \$ 70,721 | \$ 75,773 | \$ 76,909 | -11.6% |
| 4 | \$ 70,940 | \$ 72,669 | \$ 77,860 | \$ 79,028 | -11.4% |
| 5 | \$ 72,947 | \$ 74,619 | \$ 79,949 | \$ 81,148 | -11.2% |
| 6 | \$ 74,959 | \$ 76,570 | \$ 82,039 | \$ 83,270 | -11.1% |
| 7 | \$ 76,970 | \$ 79,940 | \$ 85,650 | \$ 86,935 | -12.9% |
| 8 | \$ 78,982 | N.A. | | | |
| | | | | | |
| LS-2 | | | | | |
| 1 | \$ 71,775 | \$ 71,757 | \$ 76,883 | \$ 78,036 | -8.7% |
| 2 | \$ 74,142 | \$ 74,264 | \$ 79,569 | \$ 80,762 | -8.9% |
| 3 | \$ 76,511 | \$ 76,755 | \$ 82,238 | \$ 83,471 | -9.1% |
| 4 | \$ 78,870 | \$ 79,332 | \$ 84,999 | \$ 86,274 | -9.4% |
| 5 | \$ 81,385 | \$ 81,997 | \$ 87,854 | \$ 89,172 | -9.6% |
| 6 | N.A. | \$ 85,934 | \$ 92,072 | \$ 93,453 | |
| | | | | | |
| LS-3 | | | | | |
| 1 | \$ 83,960 | \$ 81,470 | \$ 87,289 | \$ 88,599 | -5.5% |
| 2 | \$ 86,661 | \$ 84,325 | \$ 90,348 | \$ 91,703 | -5.8% |
| 3 | \$ 89,352 | \$ 87,143 | \$ 93,368 | \$ 94,768 | -6.1% |
| 4 | \$ 92,051 | \$ 90,050 | \$ 96,482 | \$ 97,929 | -6.4% |
| 5 | \$ 94,746 | \$ 93,058 | \$ 99,705 | \$ 101,201 | -6.8% |
| 6 | N.A. | \$ 97,431 | \$ 104,390 | \$ 105,956 | |

Comparing job rates between EB-LS and Parliamentary LS classifications are even more substantial for LS-2 and LS-3, showing a variable of -14.8% and -11.8%:

| Job Rate Comparison | | | |
|----------------------------|----------------|-------------------------|---------------------|
| | EB-2020 | Library of Parl. | % difference |
| LS-1 | \$78,982 | \$86,935 | -10.1% |
| LS-2 | \$81,358 | \$93,453 | -14.8% |
| LS-3 | \$94,746 | \$105,956 | -11.8% |

LS-2 and LS-3 employees account for 88.1% of all EB-LS employees.

There are also important, though less substantial, differences between job rates between EB LS and the CRA and NRC LS employees, showing a variable of between 0% and -3.4%:

| Job Rate Comparison | | | | | |
|----------------------------|-------------------------|---------------------------|-----------------------|-----------------------|------------------------|
| | EB PSAC-TBS 2020 | AFS PIPSC-CRA 2020 | NRC-PIPSC 2020 | % diff. vs CRA | % diff. vs. NRC |
| LS-1 | \$78,982 | \$81,235 | \$79,113 | -2.9% | -0.2% |
| LS-2 | \$81,385 | \$83,862 | \$81,379 | -3.0% | 0.0% |
| LS-3 | \$94,746 | \$97,731 | \$94,906 | -3.2% | -0.2% |
| LS-4 | \$102,598 | \$106,040 | \$102,770 | -3.4% | -0.2% |
| LS-5 | \$121,947 | \$125,743 | \$122,153 | -3.1% | -0.2% |

In sum, EB LS employees suffer from a lower rate of pay than their colleagues employed by the CRA, NRC or the Library of Parliament.

PART 3

OUTSTANDING EB SPECIFIC ISSUES

ARTICLE 19

SICK LEAVE WITH PAY

Union proposal

- 19.04** When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 19.03, sick leave with pay ~~shall~~ ~~may, at the discretion of the Employer,~~ be granted to an employee for a period of up to ~~one~~ ~~two~~ hundred and ~~two~~ ~~eighty-seven~~ decimal five ~~(187.5)~~ **202.5** hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- 19.09** **At the employee's request, the employer may grant additional sick leave with pay for instances beyond the amount specified in 19.04. Such leave shall not be unreasonably denied.**
- 19.10** **When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for the costs associated with obtaining the certificate and transportation to and from the doctor's office. Employees required to provide a medical certificate shall also be granted leave with pay for up to half a day to obtain the certificate without charge to their leave credits.**

Employer proposal

The Employer proposes that this article be renewed without changes.

Rationale

At 19.04, the Union is proposing changes to the process of advancing sick leave credits. We are proposing to strike out the language that advancing sick leave is at the employer's discretion. Finding oneself in a position where it is necessary to request the advancement of sick leave credits is not desirable and if an employee requests sick leave credits to be advanced, it is because they need them.

At 19.09, we are requesting the possibility to borrow in even greater amounts, pending employer approval, as members have identified cases where 202.5 hours would not have been sufficient.

If the Employer is going to require that Employees provide a medical certificate, all reasonable costs of obtaining this certificate should be borne by the Employer. It should not cost an Employee to fulfill a requirement imposed on them by the Employer. This principle has been recognized elsewhere in the federal public service, for example in the collective agreements at the House of Commons (**Scanners 19.09, Operational & Postal 21.09 b), Reporting and Text Processing 21.09 b))** and the Library of Parliament (**Library Technician Sub-Group and Clerical and General Services 20.09, and Library Science 20.09**). Hence, the Union is simply proposing the same treatment that the government offers other federal workers.

The Union requests the Commission include this proposal in its recommendations.

ARTICLE 21.05

DESIGNATED PAID HOLIDAYS

Union proposal

21.05

- a. When an employee works on a holiday, he or she shall be paid **double (2) time** ~~and one half (1 1/2)~~ for all hours worked up to ~~seven decimal five (7.5) hours~~ and ~~double (2) time thereafter~~, in addition to the pay that the employee would have been granted had he or she not worked on the holiday; or
- b. upon request and with the approval of the Employer, the employee may be granted:
- i. a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday;
- and
- ii. pay at **double (2) time** ~~one and one half (1 1/2) times~~ the straight-time rate of pay for all hours worked up to ~~seven decimal five (7.5) hours~~;
- and
- iii. ~~pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of seven decimal five (7.5) hours.~~
- c.
- i. Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
 - ii. When in a fiscal year an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's option, such lieu days shall be paid off at his or her straight-time rate of pay or carried over for one (1) year. In all other cases, unused lieu days shall be paid off at the employee's straight-time rate of pay.
 - iii. The straight-time rate of pay referred to in subparagraph 21.05(c)(ii) shall be the rate in effect when the lieu day was earned.

Rationale

The Union is making a proposal in 21.05 that all work performed on designated paid holidays be paid at double overtime. This is meant to align with the Union's proposed changes to Article 48.

The Union requests the Commission include this proposal in its recommendations.

ARTICLE 22.13

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

Union proposal

- b. The total leave with pay which may be granted under this clause shall not exceed ~~thirty-seven decimal five (37.5)~~ **seventy five (75)** hours in a fiscal year.
- c. Subject to paragraph (b), the Employer shall grant leave with pay under the following circumstances:
- i. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
 - ii. to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
 - iii. to provide for the immediate and temporary care of an elderly member of the employee's family;
 - iv. for needs directly related to the birth or to the adoption of the employee's child;
 - v. to attend school functions, if the supervisor was notified of the function as far in advance as possible;
 - vi. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
 - ~~vii. seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 22.12 (b) above may be used to attend an appointment with a legal or paralegal representative for non-employment-related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.;~~
 - viii. To visit a terminally ill family member.**
- d. Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under sub-paragraph (c)(ii) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

Employer proposal

The Employer proposes that this article be renewed without changes.

Rationale

The Union has a number of important proposals for this article.

The Union is seeking to **increase the amount of family-related responsibility leave available to employees to 75 hours annually from 37.5 hours**. The pressure on workers to care for family while juggling full-time jobs has increased in recent years and the current quantum is insufficient to meet the needs of employees. The pressure on workers to care for family is disproportionate for women and those in single-parent households, who shoulder more of the family-related responsibilities.

Trends from the past few decades show that women are having children later in life. According to economists, these trends are “a reflection that women are completing higher levels of education to compete for better paying jobs, which has been good for the workforce and the economy”.⁵³

This, coupled with other factors such as an aging demographic, children staying in the household as dependents longer than previously, and families having fewer children to share in the care of elderly family members, has led to an increase in caregiver responsibilities, the outcome of which has been termed “the sandwich generation”, where middle-aged adults care for both children and aging parents simultaneously⁵⁴. Current societal trends do not suggest that this phenomenon is going to reverse.

An improvement over the current agreement of 37.5 hours, the CRA⁵⁵ collective agreement currently allows employees a total of 45 hours in a fiscal year (Article 42.01).

⁵³ Gibson, J. 2019. “Who’s having babies – and when – has changed dramatically in Canada”. <https://www.cbc.ca/news/canada/calgary/canada-women-fertility-rates-kneebone-university-study-1.5110369>

⁵⁴ Bundale, B. 2021. “ ‘A huge burden:’ Sandwich generation caring for children, aging parents at same time”. <https://financialpost.com/pm/business-pmn/a-huge-burden-sandwich-generation-caring-for-children-aging-parents-at-same-time>

⁵⁵ Agreement between the Canada Revenue Agency and the PSAC. Expiry date: October 31, 2021

Similarly, the agreement between the CRA (Audit, Financial and Scientific Group) and the Professional Institute of the Public Service of Canada⁵⁶ offers employees the same 45 hours in a fiscal year (Article 17.13).

Under this article, the Union is also seeking to include “**to visit with a terminally ill family member**” in the list of circumstances under which the Employer shall grant the employee leave with pay. Employees should not be denied the opportunity to spend final moments with a terminally ill family member. Over the course of a family member’s medical illness, a person may reach the stage of being considered terminally ill and be placed under palliative care. In such circumstances, an employee may wish to spend final moments with the family member whose life will soon come to an end.

Currently, the article allows for family-related leave in circumstances involving care only. The Union is seeking explicit language that provides for visitation of a terminally ill relative so that this specific situation is not left open to differing interpretations of regarding the provision of care.

The National Police Federation⁵⁷ collective agreement between Treasury Board and National Police Federation Board includes language for leave to visit a critically ill family member (Article 39.01 – 39.04). Employees may be granted up to eighty hours of leave with pay (inclusive of travel time) to visit a person in the member’s family who is certified as being critically ill by a medical practitioner. With sufficient detail to justify the leave and a medical certificate, members can access this type of leave one occasion for each occurrence.

While not explicit leave to visit a critically ill family member, many collective agreements contain articles granting personal days. For example, Canada Post⁵⁸ employees have access to seven paid personal days (Article 42.11 c) per year. These personal days can

⁵⁶ Agreement between the Canada Revenue Agency and the PIPSC. Group: Audit, Financial and Scientific (all employees). Expiry date: December 21, 2022.

⁵⁷ Agreement between the Treasury Board and the National Police Federation Group: RCMP Regular Members (below the rank of inspector) and Reservists. Expiry date: March 31, 2023.

⁵⁸ Agreement between Canada Post Corporation and the PSAC. Expiry Date: August 31, 2024

be used in urgent situations with minimal notice if necessary, or by providing at least three days advance notice. These days are not limited to a list of reasons to take the leave and could be used to visit a critically ill family member if necessary.

The Union requests the Commission include this proposal in its recommendations.

ARTICLE 22.15

INJURY ON DUTY LEAVE

Union proposal

22.15 An employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Employer 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.

Employer proposal

The Employer proposes that this article be renewed without changes.

Rationale

The change the Union is proposing is language clarifying that injury-on-duty leave covers trauma or vicarious trauma resulting from an employee's duties. Workers can experience trauma or vicarious trauma, also known as secondary trauma, from the workplace. Many members of this bargaining unit are educators who work closely with students – whether they be children experiencing intergenerational trauma as a result of Canada's colonial history, inmates with experiences of violence or members of the Armed Forces struggling with PTSD. – Inevitably students confide in their teachers about their personal lives and adversities. Our members, who provide support to these students, may also be negatively affected by their student's traumatic experiences. The effects of this can be severe and long lasting and may require time away from work as a result. We are proposing that the language in the collective agreement recognizes this. It's important that our members,

and management, know that the parties acknowledge that this leave applies to trauma experienced in the workplace, or because of experiences at work.

One of the most effective ways to help employees is to reduce the stigma associated with seeking help from mental health professionals when they experience vicarious trauma. And one of the most effective ways to reduce stigma is for employers to actively acknowledge that vicarious trauma can happen at the workplace, to normalize seeking help and dealing with mental health issues, and to provide conditions to enable employees to recover. The proposed language recognizes this and may encourage more employees to seek help sooner, preventing more injuries, reduce absenteeism, and improve performance and morale.

The Union requests the Commission include this proposal in its recommendations.

ARTICLE 23

EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT

Union proposal

Clause 23.01 to 23.12 inclusively apply only to the employees in the Education (ED) Group and Educational Support (EU) Group.

Education leave

23.01 For the purposes of clause 23.02 to 23.11, the Employer will normally consider once per year the applications for education leave, when the courses begin after June 1 of the current year and end no later than June 30 of the following year.

23.02 The Employer recognizes the usefulness of education leave and will grant such leave to employees for varying periods of up to one (1) year which can be renewed by mutual agreement in order to permit them to acquire additional or special training in some field of education in which special preparation is needed to enable the applicant to fill his or her present role more adequately in order to permit the employee to undertake studies in some field in which training is needed in order to provide a service which the Employer requires or is planning to provide.

23.03 Applications for education leave must normally be submitted to the Employer by April 1 of the previous school year. All applications must be accompanied by a statement outlining the field of study, the program to be followed and the value of the leave to the employee and to the Employer.

23.04 Education leave shall be granted to the maximum possible number of employees who make application for such leave, but in any case shall be not less than one per cent (1%) of the total number of person-years in the respective subgroup as determined on April 1 of each year.

The criteria for selection proposed by the Employer, as well as the method of communication, are submitted to the appropriate Alliance representative for consultation purposes, as provided for in Article 35. Subsequent to such consultation, the Employer chooses the selection of criteria and method of communication, which will be used and provides a copy of these to the appropriate Alliance representative.

All applications for education leave will be reviewed by the Employer, and a list of the applications received, indicating the names of the applicants to whom the Employer grants the leave, shall be provided to the appropriate Alliance representative. The employee will then be advised in writing on or before May 1 whether his or her application has been accepted or rejected.

23.05 An employee on education leave shall receive allowances in lieu of salary equivalent to ~~from fifty per cent (50%) to~~ one hundred per cent (100%) of basic salary.

23.06 For the purpose of calculating the education leave allowance, the term “basic salary” shall include any compensation and allowance set out in the collective agreement already paid to an employee.

23.07 Allowances already being received by the employee but not provided for in this collective agreement may, at the discretion of the Employer, be continued during the period of education leave and the employee shall be notified when the leave is approved, whether such allowances are to be continued in whole or in part.

23.08 As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to commencement of the leave to return to the service of the Employer for a period at least equal to the period of the leave granted.

If the employee:

- a. fails to complete the approved program of studies;
 - b. does not resume employment with the Employer following completion of the program;
- or
- c. ceases to be employed before termination of the period he or she has undertaken to serve after completion of the program;

the employee shall repay the Employer all allowances paid to him or her during the education leave or such lesser sum as shall be determined by the Employer.

23.09 The employee shall be returned to a position at a basic salary level not lower than the position encumbered immediately prior to the commencement of the leave.

Professional development

The parties recognize that in order to maintain and enhance professional expertise, employees need to have opportunities to attend and participate in professional development activities described in clause 23.10.

23.10

- a. Professional development refers to an activity which in the opinion of the Employer, is likely to be of assistance to the individual in furthering his or her professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:

- i. a course given by the Employer;
 - ii. a course, including correspondence and online courses, offered by a recognized academic institution;
 - iii. a research program carried out in a recognized institution;
 - iv. a symposium, seminar, conference, convention or study session in a specialized field directly related to the employee's work.
- b. Each employee will have the opportunity to participate in professional development activities, which the employee deems relevant and beneficial to carrying out the work of their current position or the employee's career development. Requests for professional development shall not be unreasonably denied.**
- c. Final approval or denial to attend professional development activities under paragraph 23.10(a) will be communicated to the employee at least fourteen (14) calendar days before the registration deadline of the activity or the activity itself if there is no deadline or the conference abstract submission deadline, whichever is earlier, provided that the employee's application to attend is submitted at least forty-five (45) calendar days before the registration deadline of the activity or the activity itself or the conference abstract submission deadline, whichever is earlier.**
- d. An employee whose request is denied will be provided with the reason for refusal in writing.**

Renumber the following

- b. The Employer shall communicate to employees the process for accessing the learning opportunities identified in paragraph 23.10(a).
- c. Where an employee has submitted an application for professional development leave in one of the activities described in paragraph 23.10(a) above and has been selected by the Employer, the employee shall continue to receive his or her normal salary plus any allowances that apply, in addition to any increments to which the employee may be entitled. ~~The employee shall receive no pay under Articles 27 and 48 during time spent on professional development leave provided for in this clause.~~
- d. Employees taking professional development training **shall be considered to be on duty and, as required, in travel status.** ~~reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.~~

- e. Once the Employer has selected an employee for professional development leave, according to subparagraphs 23.10(a)(ii), (iii), (iv) above, the Employer shall consult with the employee to determine the institution where the work or study program concerned will be undertaken and the duration of the program.

23.11 Examination leave

Leave of absence with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave of absence will be granted only when the course of study is directly related to the employee's duties or will improve his or her professional qualifications.

23.12 Attendance at courses at the request of the Employer

If an employee attends a course at the request of the Employer, the employee shall be considered as being on duty and his or her pay and allowances shall be determined accordingly. **Employer-required training shall not be considered to fulfill the Employer's commitment to professional development for the purposes of article 23.10.**

Clauses 23.13 to 23.16 inclusively apply only to the employees of the Library Science (LS) Group.

23.13 Education leave

- a. An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable the employee to fill his or her present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- b. An employee on education leave, under this clause, shall receive allowances in lieu of salary equivalent to ~~not less than fifty per cent (50%) and up to one hundred per cent (100%)~~ of his or her basic salary, provided that, when the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- c. Any allowance already being received by the employee and not part of his or her basic salary shall not be used in the calculation of the education leave allowance.
- d. Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave and the employee shall be notified when the leave is approved, whether such allowances are to be continued in whole or in part.

- e. As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer,
 - i. fails to complete the course,
 - ii. does not resume employment with the Employer on completion of the course,or
 - iii. ceases to be employed before termination of the period he or she has undertaken to serve after completion of the course, the employee shall repay the Employer all allowances paid to him or her under this clause during the education leave or such lesser sum as shall be determined by the Employer.
- f. ~~The Employer will endeavour to return the employee~~ **The employee shall be returned** to a position at a basic salary level not lower than the position he or she encumbered immediately prior to the commencement of the education leave.

23.14 Attendance at a conference and conventions

The parties to this agreement recognize that attendance at professional or scientific conferences, symposia, workshops and other gatherings of a similar nature constitutes an integral part of an employee's professional activities and that attendance and participation in such gatherings is recognized as an important element in enhancing creativity in the conduct of research or professional development. In this context, the parties also recognize the importance of networking with national and international peers and active participation in the business and organization of relevant professional societies.

- a. ~~In order that each employee shall have the opportunity for an exchange of knowledge and experience with his or her professional colleagues, the employee shall have the right to apply to attend a reasonable number of conferences or conventions related to his or her field of specialization. The Employer may grant leave with pay and reasonable expenses, including registration fees, to attend such gatherings, subject to budgetary and operational constraints as determined by the Employer.~~
Each employee will have the opportunity to attend conferences, symposia, workshops, and other gatherings of a similar nature in Canada and abroad, which the employee deems relevant and beneficial to carrying out the work of their current position or the employee's career development. This shall include conferences or conventions that an employee is invited to attend in an official capacity, such as to present a formal address or to give a course related to his or her field of

employment. Requests to attend conferences and conventions shall not be unreasonably denied. The employee shall be deemed to be on duty and, as required, on travel status.

b. An employee who attends a conference, **symposium, workshop, or convention, and other gatherings of a similar nature** at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, on travel status.

~~c. An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his or her field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his or her payment of registration fees and reasonable travel expenses.~~

Final approval or denial to attend gatherings under paragraph 23.14(a) will be communicated to the employee at least fourteen (14) calendar days before the registration deadline of the gathering or the conference abstract submission deadline, whichever is earlier, provided that the employee's application to attend is submitted at least forty-five (45) calendar days before the registration deadline of the gathering or the gathering itself if there is no deadline or the conference abstract submission deadline, whichever is earlier.

d. An employee whose request is denied will be provided with the reason for refusal in writing.

~~d.e.~~ An employee shall not be entitled to any compensation under Article 27 and 48 in respect of hours he or she is in attendance at or travelling to or from a conference or convention, under the provisions of this clause, except as may be provided in paragraph 23.164(b).

23.15 Professional development

The parties recognize that in order to maintain and enhance professional expertise, employees need to have opportunities to attend and participate in professional development activities described in clauses 23.14 and 23.15.

a. Professional development refers to an activity which in the opinion of the Employer, is likely to be of assistance to the individual in furthering his or her professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:

i. symposiums, seminars, workshops, conferences, conventions or study sessions, courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields;

- ii. to conduct research or to perform work related to their normal research programs in institutions or locations other than those of the Employer;
 - or
 - iii. to perform work in a cooperating department or agency for a short period of time in order to enhance the relevant subject knowledge or the technical expertise of the employee.
- b. An employee may apply at any time for professional development under this clause and the Employer may select an employee at any time for such professional development. **Requests for professional development shall not be unreasonably denied. An employee whose request is denied will be provided with the reason for refusal in writing.**
 - c. When an employee is selected by the Employer for professional development under this clause, the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
 - d. An employee selected for professional development, under this clause, will continue to receive his or her normal compensation, including any increase for which the employee may become eligible. ~~The employee shall not be entitled to any compensation under Articles 27 and 48 while on professional development under this clause.~~
 - e. An employee on professional development, under this clause, may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate. **Where the professional development occurs outside of Canada, the provisions of the Foreign Service Directives may apply as specified in FSD 3: Application.**

Employer Proposal

The Employer proposes that this article be renewed without changes.

Rationale

As educators and librarians, the members of this bargaining unit are professionals who work in fields in which new techniques, knowledge, teaching methods, and technologies are constantly evolving to improve the ways in which teaching and librarianship is undertaken. Therefore, the Union is proposing a series of modifications that increase the accessibility of education and career development opportunities for members of the bargaining unit.

Many of the Union's proposals are modeled off the Research (RE) agreement between Treasury Board and PIPSC⁵⁹. Those include the following:

- The newly proposed 23.10(b) for ED and EU professional development replicates language found in 19.03(a)(ii) of the RE agreement. We have further proposed that requests are not unreasonably denied.
- Newly proposed 23.10(c) mimics 19.03(a)(iii) in providing a timeline for Employees submitting requests for professional development and for the Employer to respond. This ensures an Employee doesn't miss a professional development opportunity due to not receiving a timely response.
- The new clauses proposed at 23.10(d), 23.14(d), and 25.15(b) draw from 19.03(a)(iv) in providing the reason for refusal of a professional development request in writing. Providing transparency about such decisions should not be controversial.
- In the existing 23.10(d), the Union once again replicates language from the RE agreement in 19.03(a)(v) to clarify that while on professional development an Employee is on duty and on travel status (if required).
- The proposal for 23.14 is to add a new introductory paragraph is directly drawn from Article 19.03 of the RE agreement. Employees in the LS group, who provide library services across the federal public service, are professionals in a field that is in constant development. The ability of library professionals to stay abreast of recent developments and practices benefits not only the employees, but the Employer as well, as it allows Employees to deliver services and perform their work in a manner that is current and keeps up with the field. Attending conferences and conventions of the professional associations in their field is key to keeping up with new ideas and practices in their field. Unfortunately, professional association conferences and conventions in Library and Information Science are almost entirely held outside of Canada, primarily in the United States. Canadian librarians have not had a national association since the dissolution of the Canadian Library Association in 2016. While there are a number of regional and provincial library associations that serve public, academic, and school libraries, LS members of this bargaining unit are primarily specialized librarians whose work is not represented by these regional and provincial bodies, making the need to connect with colleagues internationally of great importance to their work.
- The Union is proposing a modification to the language in 23.14(a) that once again mimics language found in the RE agreement in 19.03(a)(ii). However, it is

⁵⁹ Agreement between the Treasury Board and PIPSC. Expiry date: September 30th, 2022.

important to our LS members covered by this clause to be permitted to attend conferences, symposia, workshops and other gatherings outside of Canada. Although the current language does not exclude this possibility, requests to attend these conferences have been denied on the grounds that they are not in Canada. Given that the professional associations, such as the Special Libraries Association, Internet Librarian Conference, and the North American Serials Interest Group Conference, and their respective conferences occur in the United States, and that these events play a key role in promoting new ideas and practices in the field, the Union holds that it is important to specify that Employees' participation in conferences held elsewhere in North America is facilitated. Also drawn from the RE agreement in 19.03(a)(v) and like the proposed addition to 23.10(d) explained above, we wish to clarify that while on professional development an Employee is on duty and on travel status (if required).

- In 23.14(b), the Union proposes language to match what is found in 19.03(a)(ii) of the RE agreement ensuring all forms of conference and convention participation are permitted.
- As already mentioned, a problem identified by members are severe delays to receive approval to attend conferences abroad as authority to travel outside of Canada involves lengthy approval up the chain of command. Members even report that they have not received a response from the employer prior to the conference being held as the decision wasn't made, and this despite applying for approval months in advance. The Union's proposal at 23.14(c) is designed to fix this issue and largely replicates the process found in 19.03(a)(iii) of the RE agreement.
- The addition proposed to 23.15(e) aligns the agreement with the practices of the RE group found in 19.03(b)(v).

Given these proposed language changes are largely found in an existing collective agreement for the RE group, which is within the core public administration, and that the RE group works alongside many of our members on the same projects, it is reasonable to expect the same treatment for EB members. We do not find any reason why EB members do not deserve the entitlements that RE members enjoy.

The remainder of our proposals address issues specifically raised by EB members. The Union's proposal to 23.05 and 23.13(b) ensures that while on education leave ED and EU employees and LS employees, respectively, do not have their wages cut by up to 50%. The Union wishes to highlight for the Commission that under 23.02 and 23.13(a),

education leave is focused on learnings that are ultimately aimed at, "...[providing] a service which the Employer requires or is planning to provide."

Education leave is of benefit to the Employer, as well as the Employee, and an Employee pursuing it should not be financially penalized.

In the existing clauses 23.10(c) and 23.15(d) the Union proposes to remove a restriction on an Employee's entitlements to traveling time as per Article 27 and overtime as per Article 48. Professional development contributes to an Employee's learning and improved competency in their job, and this benefits the Employer. As such, professional development should be recognized as being part of an Employee's job duties. Changes proposed by the Union to 23.12 are designed to address a worsening phenomenon we've identified. Our members have reported that the number of professional development days used by the Employer for departmental training purposes unrelated to pedagogical development has grown, which has had the effect of reducing the time available to Employees to use the days as they are intended.

The Union has proposed in in 23.13(f) that the Employer not only endeavour but commit to ensuring LS employees who take education leave to upgrade their skills are returned to a position without any financial penalty.

The Union requests the Commission include this proposal in its recommendations.

ARTICLE 30

SHIFT AND WEEKEND PREMIUMS

Union proposal

The Union proposes this article be amended to reflect the changes submitted by the Union in this brief.

Employer proposal

30.02 Weekend premium

An employee working on shifts during a weekend will receive an additional premium of one dollar and fifty cents (\$1.50) per hour for all **regularly scheduled** hours worked, ~~including overtime hours,~~ on Saturday and/or Sunday.

Rationale

The Employer's proposal is a concession to remove the shift premium payment to Employees who perform work beyond regularly scheduled hours. The Union does not agree to reduce the current compensation for its members.

ARTICLE 30 – SHIFT AND WEEKEND PREMIUMS

ARTICLE 48 – OVERTIME

Union proposal

30.01 Shift Premium

A shift work employee whose hours of work are scheduled pursuant to clauses 43.04, 44.11 and 45.04 will receive a shift premium of ~~one dollar and fifty cents (\$1.50)~~ **five dollars (\$5.00)** per hour for all hours worked, including overtime hours, between 4 pm and 8 am. The shift premium will not be paid for hours worked between 8 am and 4 pm.

30.02 Weekend Premium

An employee working on shifts during a weekend will receive an additional premium of ~~one dollar and fifty cents (\$1.50)~~ **five dollars (\$5.00)** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

48.01 a. When an employee works overtime authorized by the Employer, the employee shall be compensated on the basis of **double (2) time** ~~time and one-half (1 1/2)~~ for all hours worked in excess of seven decimal five (7.5) hours per day. **For greater clarity, this includes all overtime performed over the employee's regularly scheduled hours of work, on a first (1st), second (2nd) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.**

~~LS/EU – 48.03 LS and EU Groups~~

~~When an employee works overtime authorized by the Employer on his or her normal day of rest, compensation shall be granted on the basis of time and one-half (1 1/2) for all hours worked on the first day of rest, and double (2) time on the second day of rest.~~

~~ED – 48.03 ED Group~~

~~a. When an employee is required by the Employer to work overtime on a normal day of rest, compensation shall be granted on the basis of time and one-half (1 1/2) for all hours worked.~~

~~b. An employee who is required to work on a second day of rest is entitled to compensation at double (2) time provided that the employee also worked on the first day of rest. Second day of rest means the second day in an unbroken series of consecutive and continuous calendar days of rest.~~

[...]

48.08

a. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

b. At the request of the employee ~~and with the approval of the Employer~~, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.

[...]

48.11 Meals

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following normal hours of work shall be reimbursed expenses for one meal in the amount of ~~of twelve dollars (\$12.00)~~ **equivalent to the lunch meal rate outlined in Appendix C of the National Joint Council's Travel Directive**, except where ~~free meals are provided~~ or the employee is on travel status.
- b. When an employee works overtime continuously extending ~~four (4)~~ **three (3)** hours or more beyond the period provided for in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of ~~of twelve dollars (\$12.00)~~ **equivalent to the lunch meal rate outlined in Appendix C of the National Joint Council's Travel Directive** for each additional ~~four (4)~~ **three (3)** hour period thereafter, ~~except where free meals are provided~~.
- c. When overtime is worked in accordance with paragraphs 48.11(a) and (b) above, reasonable time to be determined by the Employer shall be allowed to the employee in order to take a meal break either at or adjacent to the employee's place of work, and such time shall be paid at the overtime rate where applicable.
- d. Paragraphs 48.11(a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

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

Employer proposal

The employer has proposed changes to articles 30 and 48, which the Union has responded to elsewhere in this package.

Rationale

The Union proposes an increase to shift and weekend premiums. Employees have not seen an increase of the shift and weekend premium since 2000 - over two decades.

While wages have been adjusted over the same period, shift and weekend premiums have remained unchanged. The relativity between the value of the shift and weekend

premium and the hourly rate of pay needs to be maintained through an upward adjustment to the premium, otherwise the premium pay associated with shift work would not properly compensate Employees for the hardship and inconvenience represented by this kind of work.

Some other PSAC bargaining units have benefited from increases to their premiums. For example, the Operational Service (SV Group) in the core public administration received a 12.5% increase to shift premium (from \$2.00 to \$2.25)⁶⁰. Similarly, the Canadian Food Inspection Agency⁶¹ and Parks Canada⁶² replicated this increase in shift premium to \$2.25. The Canada Revenue Agency shift and weekend premium is also \$2.25.⁶³

Other federal public sector employers have also agreed to a considerable increase in shift premium for other groups of workers it employs. For example, through either negotiated settlement or arbitral award, the PSAC bargaining units for Scanner Operators at Parliamentary Protective Services, Operational workers and both editors and senior editors at the House of Commons, workers at the Senate of Canada and at the Museum of Science and Technology Corporation have all seen their shift and weekend premiums increase. One of these increases was achieved via PSLRB arbitral award. (**exhibit 48.2-U**). Indeed, the recent-most interest arbitration award issued by the PSLRB provided an increase in shift premium to \$2.40 an hour. In this case the union members affected worked for the Parliamentary Protective Service, Parliament Hill's Service responsible for law enforcement at the House of Commons and the Senate.

The Union's overtime proposal (Article 48) includes three parts. A proposal for double overtime for all overtime, employees' preference for how overtime is paid (either in leave or cash), and the overtime meal allowance.

First, the Union proposes that all overtime be compensated at the rate of double time.

⁶⁰ Agreement between the Treasury Board and the PSAC. Expiry date: August 4, 2021

⁶¹ Agreement between the Canadian Food Inspection Agency and the PSAC. Expiry date: December 31, 2021

⁶² Agreement between the Parks Canada Agency and the PSAC. Expiry date: August 4, 2021

⁶³ Agreement between the Canada Revenue Agency and the PSAC. Expiry date: October 31, 2021

This proposal simplifies and streamlines the input of overtime pay. Overtime, a form of non-basic pay, was regularly missing or miscalculated by the Phoenix pay system. Currently, overtime can be earned at either 1.5 times the base rate or double time. The union's proposal simplifies the input of overtime to a single rate. Further this proposal recognizes that any overtime is a disruption of the work/life balance. For non-shift workers, Sunday is currently paid at double time and any extra time worked is equally as important as your second day of rest. For the EB group, the scope of applicability of the article is expanded to include all subgroups.

With respect to Article 48.08(b), understanding that sometimes overtime is necessary, the Employer must not hold the discretion over how an employee is compensated for overtime work. The Union's proposal asks that the employee's preference be respected relative to how the employee elects to receive that compensation, either in cash or equivalent leave with pay. The employee works the overtime required by the Employer. Employees should be able to decide how they want to be compensated.

Finally, relative to the overtime meal allowance proposal the rate currently stands at \$12. This is much too low, especially if one is looking to buy anything more than fast food. This is an issue that was discussed at the last round of bargaining, and although there was a slight increase, the allowance is insufficient to offset the cost of a nutritional meal. Instead of negotiating the issue each round, this proposal ties the allowance to the National Joint Council's lunch meal rate. As a party to the NJC's Travel Directive, the Employer reviews and co-develops the NJC Directive with bargaining agents, including the PSAC. The NJC and its committees review the rates on a regular basis. The Union argues the reasonableness and internal relevance of tying the overtime meal allowance to the NJC lunch meal rate due to the fact the Employer recognizes these rates as being reflective of the cost of meals, including the cost of a lunch meal, elsewhere in the federal public service.

The Union also proposes to lower the time threshold required for a meal from four to three hours as four hours to wait for a meal is far too long.

The Union requests the Commission include this proposal in its recommendations.

ARTICLE 33

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

Union proposal

33.03 Upon written request of an employee, the personnel file of that employee shall be made available for his or her examination in the presence of an authorized representative of the Employer. **The Employer shall maintain the Employee's entire personnel file in one single location.**

Employer proposal

The Employer proposes that this article be renewed without changes.

Rationale

The Union proposes the personnel file be stored in one place to ensure that Employees - and the Employer - can consult all information pertaining to the Employee's employment as required.

Currently, Employees cannot consult their full and complete personnel file without having to seek out this information in several different ways and on several different Employer platforms. Some of our members have reported to the Union that when they request to consult their file, they are asked to first identify what information they would like to consult. But as they unaware of exactly what is in their file, they cannot request what they do not know. This problem would be solved were the Employer to be required to store the entirety of the Employee's personnel file in one single location.

During the current round of bargaining, the Employer informed the Union that this demand would be technically impossible because – due to digitization – there is no longer one traditional hard copy Employee file, but rather an assortment of data concerning the Employee found in various locations.

This creates serious problems for both Employees and the Employer. For instance, a supervisor evaluating the appropriateness of an EB member for a new position may not

have access to all of the complete professional, academic and training records of the Employee concerned – particularly for very senior members with a large historical file. Further, consulting the entirety of the employee file is highly critical for an Employee who believes they have been treated unfairly in the workplace and may be contemplating seeking recourse, through the grievance process or through other means. It is a matter of fairness for an Employee to have access to their employment records, which may impact their course of action in addressing problems they are facing at work.

The Union's proposal would address the above-mentioned current problems faced by Employees seeking access to the personal employment information to which they are entitled. The Union asks the Board to recommend its proposal.

The Union requests the Commission include this proposal in its recommendations.

ARTICLE 45

WORK YEAR AND HOURS OF WORK FOR THE ED-LAT SUB-GROUP

Union proposal

Article 45: work year and hours of work for the ED-LAT Sub-Group

45.01 Employees shall be on a twelve (12) month work year.

45.02 A week shall consist of seven (7) consecutive days beginning at 00:01 hours Monday morning and ending at 24:00 hours Sunday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

45.03 The normal workweek shall be thirty-seven decimal five (37.5) hours, Monday to Friday, and the normal daily hours of work shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period, between the hours of 7 am and 6 pm.

45.04 Notwithstanding clause 45.03, because of the operational requirements of the service, an employee's normal daily hours of work may be scheduled to extend beyond 6 pm and/or on a Saturday or a Sunday but will not be scheduled beyond 10 pm. When hours of work are scheduled to extend beyond 6 pm and/or on a Saturday or a Sunday, they shall be scheduled in such a manner that employees, over a period of not more than fifty-six (56) calendar days:

- a. work an average of thirty-seven decimal five (37.5) hours and an average of five (5) days per week;
- b. work seven decimal five (7.5) consecutive hours per day, exclusive of a meal period;
- c. obtain an average of two (2) days of rest per week;
- d. obtain at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday, and the consecutive days of rest may be in separate calendar weeks.

45.05 Employees whose hours of work are scheduled pursuant to the provisions of clause 45.04 shall be informed by written notice of their scheduled hours of work.

45.06 Employees whose hours of work are changed pursuant to the provisions of clause 45.04 will be advised of such change by written notice provided fifteen (15) days in advance, except where, subject to operational requirements as determined by the Employer, such change must be made on shorter notice.

45.07 When hours of work are scheduled in accordance with clause 45.04, the Employer will make every reasonable effort:

- a. to take the employees' preferences into consideration;
- and
- b. not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift.

45.08 Except for employees whose hours of work are scheduled pursuant to clause 45.03, employees who are required to change their scheduled hours of work without receiving at least five (5) days' notice in advance of the starting time of such change shall be paid for the first shift worked on the revised schedule at the rate of time and one half (1 1/2). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this agreement.

45.09 The Employer will, at the request of the Alliance, consult with the local Alliance representative(s) on work schedules established pursuant to clause 45.04 when such schedules affect the majority of the employees in a work unit.

45.10

- ~~a. Hours of teaching must be in accordance with the November 30, 1989, Award of the Special Arbitration Panel chaired by M. Teplitsky.~~
As per the November 30, 1989, Award of the Special Arbitration Panel chaired by M. Teplitsky, the number of daily teaching contact hours for Employees shall be five (5) hours. In practice, fifty-four (54) minutes of instruction constitutes an hour. In other words, 30 minutes of breaks shall be scheduled in the five (5) hours of teaching. The breaks shall be scheduled by the Employer after consultation with the Employee.
- ~~b.~~ **Notwithstanding, the Employer may schedule up to thirty (30) hours per week provided that over a four (4) week period there is a maximum of one hundred (100) hours scheduled. Further, three (3) consecutive thirty (30) hour weeks in any eight (8) week period requires the fourth (4th) week to be free of any teaching obligations. Regardless of how few hours are scheduled by the Employer in any week, for purposes of averaging, the minimum number shall be twenty (20); that is, the Employer shall not assign "make-shift" work to fill up the twenty (20) hours where less than twenty (20) teaching hours have been scheduled in order to meet the one hundred (100) hour per four (4) week period.**
- ~~c.~~ Notwithstanding the Employer's right to decide on course content and methods of delivery, hours of teaching shall include time spent in remote and/or direct contact with student(s). Remote contact includes but is not limited to the use of the Internet, telephone or other electronic means of communication.

45.11 Employees shall not be unnecessarily confined to their place of work for their hours of work. The Employer may authorize that certain tasks be performed away from the Employer's premises.

Anticipated Employer position

45.10

~~d. Hours of teaching must be in accordance with the November 30, 1989, Award of the Special Arbitration Panel chaired by M. Teplitsky.~~

In accordance with the November 30, 1989, Award of the Special Arbitration Panel chaired by M. Teplitsky, the number of daily teaching contact hours to be five (5) hours. However, fifty-four (54) minutes of instruction constitutes an hour. In other words, 30 minutes of breaks should be scheduled in the five (5) hours of teaching. The breaks to be scheduled by the Employer after consultation with the teacher.

- a.
 - i. **The Employer may schedule thirty (30) hours per week provided that over a four (4) week period there is a maximum of one hundred (100) hours scheduled.**
 - ii. **Further, three (3) consecutive thirty (30) hour weeks in any eight (8) week period requires the fourth (4th) week to be free of any teaching obligations.**
 - iii. **Regardless of how few hours are scheduled by the Employer in any week, for purposes of averaging, the minimum number shall be twenty (20); that is, the Employer shall not assign "make-shift" work to fill up the twenty (20) hours where less than twenty (20) teaching hours have been scheduled in order to meet the one hundred (100) hour per four (4) week period.**
- e. **Notwithstanding the Employer's right to decide on course content and methods of delivery, hours of teaching shall include time spent in remote and/or direct contact with student(s). Remote contact includes but is not limited to the use of the Internet, telephone or other electronic means of communication.**

(...)

Rationale

During the last round of bargaining, the parties agreed to a Memorandum of Understanding which established a joint working group in order to remediate this issue. Unfortunately, the working group was unable to reach agreement on recommendations to present to the bargaining teams.

In the working group, the Union proposed the language included above and the employer countered with a proposal capturing only the hours of teaching described in the Teplitsky decision (also above).

The parties remain in disagreement on one core aspect of the Teplitsky decision which the Union hopes the Commission will examine closely.

The Union respectfully submits that the Teplitsky decision must be implemented by the parties integrally (**exhibit 45.1**). Arbitrator Teplitsky ruled on hours of work, but his ruling also noted the following,

“The employer also seeks additional flexibility in scheduling. Given the nature of the service it delivers, I consider this request reasonable. However, the granting of this flexibility cannot be the occasion for oppressive scheduling. Problems are possible because the Collective Agreement provides a 37 ½ hour work week. Such a highly unusual provision in an agreement for teachers has led to a situation where the employer insists that the employee be at his place of work 37 ½ hours regardless of the fact that the teaching component is smaller and an employee view that 37 ½ hours is the full extent of his obligation. In my view, a teacher as a professional does not only work a 37 ½ hour week and **equally should not be unnecessarily confined to his place of work for 37 ½ hours each week.**”
[emphasis added]

The Union’s proposal is to implement the Teplitsky decision in whole.

The Union anticipates that the employer may argue, as it did at the working group level to the union, that the hours of work were the decision of Arbitrator Teplitsky while the notion of undue confinement at the workplace is of a more speculative, reflective or opinionated nature. The Union respectfully submits that an arbitrator as professionally well-regarded throughout his fifty-year legal career as Martin Teplitsky⁶⁴ would not author his musings in his decision. The decision should be read and must be implemented integrally by the parties.

⁶⁴ See, for instance, the following obituaries: “Lawyer remembered for his generosity, passion for law” The Canadian Jewish News. url: <https://thecjn.ca/news/canada/lawyer-remembered-generosity-passion-law/>,. Also: “Martin Teplitsky”. url: <https://www.teplitskycolson.com/our-lawyers/martin-teplitsky.html>

In Arbitrator Teplitsky's decision the following is discussed and awarded:

1. The number of daily teaching hours
2. The issue of unnecessary confinement
3. The total hours per week over four and eight week periods

Arbitrator Teplitsky concludes with, "This award shall constitute the relevant Collective Agreement provisions." This makes it clear that all of these elements should constitute the elements of his decision.

Arbitrator Teplitsky's decision closes with a chastisement of Mr. Carter from SECO. If Arbitrator Teplitsky was merely speculating an opinion on unnecessarily confinement, he would have included this within this section, after the note identifying the relevant provisions in the Collective Agreement. Poignantly, he did not do so.

The Union requests the Commission include this proposal in its recommendations.

ARTICLE 48

OVERTIME

Union proposal

The Union proposes that this article be amended to reflect the changes submitted by the Union elsewhere in this brief.

Employer proposal

The Employer wishes to merge the LS/EU and ED provisions at clause 48.03.

48.03 When an employee works overtime authorized by the Employer on his or her normal day of rest, compensation shall be granted on the basis of time and one half (1 1/2) for all hours worked on the first day of rest, and double (2) time on the second or subsequent day of rest provided that the employee also worked on the first day of rest. Second or subsequent day of rest means the second and subsequent day in an unbroken series of consecutive and continuous calendar days of rest.

~~LS/EU 48.03 LS and EU Groups~~

~~When an employee works overtime authorized by the Employer on his or her normal day of rest, compensation shall be granted on the basis of time and one half (1 1/2) for all hours worked on the first day of rest, and double (2) time on the second day of rest.~~

~~ED 48.03 ED Group~~

- ~~a. When an employee is required by the Employer to work overtime on a normal day of rest, compensation shall be granted on the basis of time and one half (1 1/2) for all hours worked.~~
- ~~b. An employee who is required to work on a second day of rest is entitled to compensation at double (2) time provided that the employee also worked on the first day of rest. Second day of rest means the second day in an unbroken series of consecutive and continuous calendar days of rest.~~

(renumber accordingly)

Rationale

The Union is opposed to the Employer's proposed concession. There is very little overtime paid to members of this bargaining unit. With respect to clause 48.01, the Employer has not presented a compelling need to limit the overtime compensation for Employees carrying out work which has been pre-authorized by the Employer, namely participating in courses, training sessions, conferences and seminars.

With respect to clause 48.03, the employer proposes a concession to limit double overtime compensation for LS and EU members. Given that the employer reports having

paid \$8,494 in double overtime for LS and EU members during the 2020-21 fiscal year (**exhibit 48.1-E**), the Union fails to understand the rationale for reducing this form of Employee compensation.

ARTICLE 58

MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

Union proposal

Change title to “medical appointments for employees”

58.01 Up to three decimal seven five (3.75) hours of ~~reasonable~~ time off with pay **per week** will be granted to pregnant employees for the purpose of attending ~~routine~~ medical appointments **related to pregnancy or chronic medical conditions**.

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

Employer proposal

The Employer proposes that this article be renewed without changes.

Rationale

Current provisions for 3.75 hours are insufficient even for healthy pregnancies. Doctors recommend one monthly prenatal appointment for weeks 4-28, biweekly appointments for weeks 28-36, and weekly appointments for weeks 36 to 40. Pregnant people and the chronically ill have the same number of sick leave days as healthy employees and are effectively penalized for taking care of their own health and/or the health of their unborn children. It is not equitable and may prevent individuals from seeking the care they require to maintain their health, leading to more sick days and absenteeism.

The Union requests the Commission include this proposal in its recommendations.

NEW ARTICLE

DUTY TO ACCOMMODATE

Union proposal

The duty to accommodate is the obligation to meaningfully incorporate diversity into the workplace. The duty to accommodate involves eliminating or changing rules, policies, practices and behaviours that discriminate against persons based on a group characteristic, such as race, national or ethnic origin, colour, religion, age, sex (including pregnancy), sexual orientation, marital status, family status and disability.

XX.01 With respect to pay and benefits, an employee who stays in the same position shall continue to receive the same pay and benefits, no matter the nature or the duration of the accommodation. If it is not possible to accommodate the employee in their own position or in a comparable position and the new position is of a group and/or level with a lower attainable rate of pay, the employee shall be salary protected, as defined in XX.02.

XX.02 Salary protection under this article shall mean the rate of pay, benefits and all subsequent economic increases applicable to the employee's former classification and level.

Employer proposal

Certain portions of the Bargaining Agent demand contravene section 113 of the FPSLRA. Therefore, the Employer proposes not to include this demand in the agreement.

Rationale

It is the Union's position that an accommodation that respects an individual worker's dignity should be the paramount goal. Such an accommodation has the greatest potential for success, which is beneficial to all parties involved.

Instrumental in maintaining dignity is for a worker to continue to meaningfully contribute within the workplace *and* to sustain equivalent remuneration. The Union's proposal strives to further incentivize the Employer in its efforts to work with the Union and the worker to find an accommodation that respects this, and in particular, the worker's certifications, knowledge and experience within their profession.

Recognition of maintaining a worker's rate of pay for such a situation exists elsewhere. The following article is found in the collective agreement between the Government of the Province of British Columbia and the B.C. Government and Service Employees' Union (BCGEU):

27.7 Salary Protection and Downward Reclassification of Position

- (a) An employee shall not have their salary reduced by reason of:
 - (1) a change in the classification of their position; or
 - (2) placement into another position with a lower maximum salary, that is caused other than by the employee.

That employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the maximum step of their new classification.

That employee shall receive the full negotiated salary increases for their new classification thereafter.

- (b) Such changes in classifications or placements made pursuant to Article 13 - Layoff and Recall, and/or Clause 29.4(b) are covered by (a) above. (Exhibit B56)

The Union requests the Commission include this proposal in its recommendations.

NEW ARTICLE

INDIGENOUS LANGUAGES ALLOWANCE

Union proposal

Employees who use an Indigenous language in the workplace shall be paid an Indigenous Languages Allowance of \$1500 annually.

This allowance shall be increased by the applicable general economic increase in each year of the collective agreement.

Employer Proposal

The Employer proposes not to include this demand in the agreement.

Rationale

As a result of colonization, Indigenous peoples in Canada have suffered a long period of “cultural genocide” as demonstrated by the experience of children and families affected by the residential school system in Canada. In 2008, the Prime Minister of Canada formally apologized to former students of the residential schools, acknowledging that the policy of sending Indigenous students away from their families to these schools “... has had a lasting and damaging impact on Aboriginal culture, heritage and language.” **(exhibit IL.1).**

Recognition of, and support for Indigenous languages in Canada are a significant part of the Calls for Action included in the Truth and Reconciliation Commission of Canada’s 2015 Report⁶⁵. The recommendations notably call for federal funding for “preservation, revitalization and strengthening of Aboriginal languages”. Similarly, the Calls for Justice from the National Inquiry into Missing and Murdered Indigenous Women and Girls include calls for the federal government to invest in Indigenous language and culture in order to recognize, protect and revitalize them⁶⁶. The Union strongly believes the Employer should support the calls to act in these critically important reports by recognizing Indigenous.

⁶⁵ See: https://www2.gov.bc.ca/assets/gov/british-columbians-our-governments/indigenous-people/aboriginal-peoples-documents/calls_to_action_english2.pdf.

⁶⁶ See: https://www.mmiwg-ffada.ca/wp-content/uploads/2019/06/Calls_for_Justice.pdf

used by employees through their work by the provision of an Indigenous Languages Allowance (ILA).

The Federal Government has shown commitment to Indigenous languages by passing Bill C-91 – the *Indigenous Languages Act*⁶⁷. It is therefore completely incomprehensible to the Union how the Employer continues to resist a modest financial recognition of knowledge of an Indigenous language by its own employees. The addition of an ILA would serve to recognize the role that EB members teaching in First Nations schools play in teaching and preserving Indigenous languages.

During bargaining, the parties worked on a joint study on the use of Indigenous languages as per Appendix “P” of the collective agreement. The draft report is provided to the Commission (**exhibit IL.2**).

This research found that at least 47 employees under the EB agreement use an Indigenous language at work (Ibid., p.34)

In the last round of bargaining, in response to the Union’s proposal at that time to recognize the skills of teachers of Indigenous languages, the PIC noted that, “...the time for taking this important step has clearly come.”

To be clear with the Commission, this demand is not designed to dilute the importance of the French language and bilingualism within the public service, which may be a source of confusion on the part of Treasury Board based on recent media reports (**exhibit IL.3**). Rather, the ILA is designed to compensate employees who are through their use of their language maintaining and reviving Indigenous languages in their communities.

An ILA would replicate what is found in other public sector agreements. The Statistical Survey Operations (SSO) and PSAC agreement provides a 41 cent per hour premium for second language fluency, including Indigenous languages. The Government of the

⁶⁷ See: <https://canlii.ca/t/9hg0>

Northwest Territories and Union of Northern Workers agreement provides for a bilingual bonus of \$1,200 per annum to employees who use two or more territorial official languages⁶⁸. The Government of Nunavut provides a language bonus of \$1,500 per annum. ⁶⁹, ~~varying from \$1,500 to \$5,000 per annum (annex)~~. Numerous hamlets, housing associations and municipalities in the North also offer various amounts for use of an Indigenous language (**exhibit IL.4**).

For the estimated 47 employees for whom the ILA would apply, the Union estimates a total cost of \$70,500 based on the salary data provided by the employer. This represents approximately 0.07% on a total EB pay table of over \$100 million per annum. In terms of expenditures for bargaining, the cost of this proposal is negligible, however, its impact is enormous.

In closing, the Union finds it incomprehensible that a government which has introduced a new national holiday to mark “truth and reconciliation” would not offer a modest financial recognition to those (very few) employees who use an Indigenous language at work.

The Union requests the Commission include this proposal in its recommendations.

⁶⁸ Collective Agreement between the Union of Northern Workers and the Minister Responsible for the Public Service Act. Expiry March 31, 2023. The Government of the Northwest Territories recognizes 11 official languages: Chipewya/Dene, Cree, English, French, Gwitch'in, Innuinaqtun, Inuktitut, Inuvialuktun, North Slavey, South Slavey and Tlicho.

⁶⁹ Collective Agreement between the Nunavut Employees Union and the Minister Responsible for the Public Service Act. Expiry September 30, 2024.

VARIOUS ARTICLES

HOURS OF WORK – ENHANCED FLEXIBILITIES

Employer proposal

ARTICLE 39: VARIABLE HOURS

The Employer and the Alliance agree that the following conditions shall apply to employees for whom variable hours of work schedules are approved pursuant to the relevant provisions of this agreement.

It is agreed that the implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

39.01 General terms

- a. The scheduled hours of work ~~of any day~~ as set forth in a **variable** work schedule may: ~~exceed or be less than the regular workday hours for the relevant group or subgroup; 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.:~~
 - i. **exceed or be less than seven decimal five (7.5) hours per day;**
 - ii. **be before or beyond 6 am and 6 pm;**
 - iii. **vary from five (5) days per week;**
 - iv. **vary from Monday through Friday each week (i.e., be on Saturday and/or Sunday); and**
 - v. **be non-consecutive.**

Starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer.

- b. **Such schedules shall provide for an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule.**
 - i. For shift workers, such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified for the relevant group or subgroup over the life of the schedule. The maximum life of a schedule shall be six (6) months.
 - ii. For day workers, such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified in this agreement over the life of the schedule. The maximum life of a schedule shall be twenty- eight (28) days.

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

39.03 Specific application

For greater certainty, the following provisions shall be administered as provided herein:

Interpretation and definitions

“Daily rate of pay” shall not

apply. **Overtime**

Overtime shall be compensated for all work performed:

- a. in excess of an employee’s scheduled hours of work on a scheduled working day in accordance with the provisions of this agreement;
- b. on days of rest at time and one half (1 1/2) except that if the overtime is worked by the employee on two (2) or more consecutive and contiguous days of rest, the employee shall be paid at double (2) time, **provided that the employee also worked on the first day of rest**, for each hour worked on the second and subsequent days of rest. Second and subsequent days of rest means the second and subsequent days in an unbroken series of consecutive and contiguous calendar days of rest.

Travel

Overtime compensation referred to in clause 27.04 of this agreement shall only be applicable on a normal day for hours in excess of the employee’s daily scheduled hours of work.

Designated paid holidays

- a. A designated paid holiday shall account for seven and one half (7 1/2) hours.
- b. When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the normal daily hours’ pay, time and one half (1 1/2) up to his or her regular scheduled hours worked and double (2) time for all hours worked in excess of his or her regular scheduled hours.

Vacation leave: ED and EU Groups

Employees shall earn vacation at the rates prescribed for their years of service as set forth in this agreement. Leave will be granted on an hourly basis and the hours debited for each day of vacation leave shall be the same as the employee would normally have been scheduled to work on that day.

Vacation leave: LS Group

- a. Employees shall earn vacation at the rates prescribed for their years of service as set forth in this agreement. Leave will be granted on an hourly basis and the hours debited for each day of vacation leave shall be the same as the employee would normally have been scheduled to work on that day.
- b. Employees scheduled to work any portion of a fiscal year under the variable hours of work provisions of this agreement shall not have fractional vacation entitlement of more or less than one half (1/2) day increased to the nearest half day.

Sick leave

Employees shall earn sick leave credits at the rate prescribed in Article 19 of this agreement. Leave will be granted on an hourly basis and the hours debited for each day of sick leave shall be the same as the employee would normally have been scheduled to work on that day.

Acting pay

The qualifying period for acting pay as specified in Article 26, clause 26.07 shall be converted to hours.

Exchange of shifts

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

Minimum number of hours between shifts

The provision in the agreement relating to the minimum period between the termination and commencement of the employee's next shift shall not apply to an employee subject to variable hours of work.

Shift and Weekend Premium (Article 30)

Shift and weekend premiums shall only apply to shift workers. For greater certainty, day workers working variable hours are not to be considered shift workers.

ARTICLE 43: HOURS OF WORK FOR THE LS GROUP

43.01 The normal workweek shall be thirty-seven decimal five (37.5) hours and the normal daily hours of work shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period.

These hours may be varied at the Employer's discretion to allow for summer and winter hours, provided that the annual total hours equal those which would be obtained with no variation.

43.02 The normal workweek shall be Monday through Friday, and the normal workday shall be between **7 6** am and 6 pm.

43.03 An employee shall be granted two (2) consecutive days of rest during each seven (7) day period, unless operational requirements do not permit.

(New) 43.04. Subject to operational requirements, an employee on day work shall have the right to select and request flexible starting and finishing times between 6 am and 6 pm and such request shall not be unreasonably denied. These hours can be non-consecutive., provided that The implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

43.056 When an employee who is subject to clause 43.045 is required to change his or her scheduled shift without receiving at least ~~five (5) working days' forty-eight (48) hours' four (4) days'~~ notice in advance of the starting time of such change in his or her scheduled shift, the employee shall be paid at the rate of time and one half (1 1/2) for all hours worked outside of those which the employee is scheduled to work.

43.067 When employees who are subject to clause 43.045 provide sufficient advance notice, they may, with the approval of the Employer, exchange shifts, provided there is no increase in cost to the Employer.

43.078 Clause 43.045, 43.056, and 43.067 shall not become operative for the Library and Archives of Canada unless it extends its hours of service to the public.

43.89 Employees shall submit monthly attendance registers that will specify absences on normal days of work, hours of overtime and call-back.

43.0910 Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, **or at the request of the Employer and the concurrence of the employee, hours of work may be scheduled in accordance with paragraph 39.01 a),**~~an employee may complete his or her weekly hours of employment in a period of other than five (5) full days~~ provided that over a period of ~~fourteen (14), twenty-one (21) or up to~~ 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 ~~fourteen (14), twenty-one (21) or~~ **period of up to** twenty-eight (28) days ~~period~~, the employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.

Employees covered by this clause shall be subject to the variable hours of work provisions established in Article 39.

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.

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

ARTICLE 44: WORK YEAR AND HOURS OF WORK FOR THE ED-EST SUB-GROUP AND EU GROUP

Clauses 44.09 to 44.14 inclusively apply only to the ED-EST Sub-Group

44.09 Teachers who work a twelve (12) month work year

- a. Guidance and Vocational Counsellors in the Department of Indian and Northern Affairs Canada shall be on a twelve (12) month work year and the workday for such an employee shall be seven decimal five (7.5) hours or such lesser period as the Employer may schedule.
- b. Notwithstanding the provisions of this article, and subject to operational requirements, upon request of an employee and the concurrence of the Employer, or at the request of the Employer and the concurrence of the employee, hours of work may be scheduled in accordance with paragraph 39.01: a), an employee may complete his or her weekly hours of employment in a period of other than five (5) full days provided that over a period of **up to** 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 **period of up to** twenty-eight (28) days ~~period such as the~~ employee shall be granted days of rest on such days as are not scheduled as a normal workday for him or her.
- c. 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.
- d. Employees covered by this clause shall be subject to the variable hours of work provisions established in Article 39.

Canadian Coast Guard College 44.10

- a. An employee at the Canadian Coast Guard College shall be on a twelve (12)

month work year. The normal daily hours of work shall be scheduled between 7:00 hours and 18:00 hours, Monday to Friday and shall include not more than four (4) hours of classroom teaching per day, with the exception of one (1) day only per week where an employee may be required to provide classroom teaching or to spend other time with students, up to six (6) hours, provided that the total classroom teaching time does not exceed twenty (20) hours per week.

- b. Preparation time shall be used for the purpose of professional activities as reasonably determined by the teacher.
- c. Subject to operational requirements, an employee on day work shall have the right to select and request flexible starting and finishing times between 6 am and 6 pm and such request shall not be unreasonably denied. These hours can be non- consecutive., ~~provided that~~ The implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

Correctional Service of

Canada 44.11

- a. An employee in the Correctional Service of Canada shall be on a twelve (12) month work year. The workday shall be seven decimal five (7.5) hours or such lesser period as the Employer may schedule. The workweek shall be from Monday to Friday and between the hours of 7:00 hours and 18:00 hours and no employee shall be assigned work hours other than between these hours and on these days, except by the written consent of the employee concerned.
- b. Subject to operational requirements, an employee on day work shall have the right to select and request flexible starting and finishing times between 6 am and 6 pm and such request shall not be unreasonably denied. These hours can be non- consecutive., ~~provided that~~ The implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.
- c. Notwithstanding the above, an employee may voluntarily accept, hours of work between 7:00 hours and 22:00 hours following a request from the Employer.

d. Rest periods

The Employer shall schedule two (2) rest periods of fifteen (15) minutes each during each shift. An employee in the Correctional Service of Canada may be required to take such rest periods at his or her work location when the nature of his or her duties makes it necessary.

National Defence 44.12

- a. An employee in the Department of National Defence shall be on a twelve (12) month work year and the workday for such an employee shall be seven decimal five (7.5) hours or such lesser period as the Employer may schedule between 7:00 hours and 18:00 hours, Monday to Friday.
- b. Subject to operational requirements, an employee on day work shall have the right to select and request flexible starting and finishing times between 6 am and 6 pm and such request shall not be unreasonably denied. These hours can be non-

consecutive., ~~provided that~~ The implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

General

(New) 44.18 Subject to operational requirements, an employee on day work shall have the right to select and request flexible starting and finishing times between 6 am and 6 pm and such request shall not be unreasonably denied. These hours can be non-consecutive., ~~provided that~~ ~~¶~~The implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

44.189 The Employer may authorize that certain tasks be performed away from the Employer's premises.

44.1920 This clause applies only to Physical Education Instructors.

- a. The normal daily hours of work shall be scheduled between 7:00 hours and 17:00 hours, Monday to Friday.
- b. No employee of the Correctional Service of Canada shall be assigned work hours other than between these hours and on these days, except by the written consent of the employee concerned.

44.2021 The Employer will:

- a. notify the Alliance at the appropriate level, at least fourteen (14) calendar days before introduction of any change in the schedule of working hours if such change will affect a majority of the employees in any teaching unit, **except in cases of emergency.**
- b. give reasonable notice of the change to those employees whose hours of work are affected by the change.

It is recognized that emergency situations may require the Employer to introduce changes in scheduled hours of work on short notice.

ARTICLE 45: WORK YEAR AND HOURS OF WORK FOR THE ED-LAT SUB- GROUP

45.01 Employees shall be on a twelve (12) month work year.

45.02 A week shall consist of seven (7) consecutive days beginning at 00:01 hours Monday morning and ending at 24:00 hours Sunday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

45.03 The normal workweek shall be thirty-seven decimal five (37.5) hours, Monday to Friday, and the normal daily hours of work shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period, between the hours of ~~7~~ 6 am and 6 pm.

(New) ~~44.04~~ Subject to operational requirements, an employee on day work shall have the right to select and request flexible starting and finishing times between 6 am and 6 pm and such request shall not be unreasonably denied. These hours can be non-consecutive., provided that The implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

45.45 Notwithstanding clause 45.03 ~~et 45.04~~, because of the operational requirements of the service, an employee's normal daily hours of work may be scheduled to extend beyond 6 pm and/or on a Saturday or a Sunday but will not be scheduled beyond 10 pm. When hours of work are scheduled to extend beyond 6 pm and/or on a Saturday or a Sunday, they shall be scheduled in such a manner that employees, over a period of not more than fifty-six (56) calendar days:

- a. work an average of thirty-seven decimal five (37.5) hours and an average of five (5) days per week;
- b. work seven decimal five (7.5) consecutive hours per day, exclusive of a meal period;
- c. obtain an average of two (2) days of rest per week;
- d. obtain at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday, and the consecutive days of rest may be in separate calendar weeks.

~~45.06~~ Employees whose hours of work are scheduled pursuant to the provisions of clause 45.04~~5~~ shall be informed by written notice of their scheduled hours of work.

~~46.06~~ Employees whose hours of work are changed pursuant to the provisions of clause 45.45 will be advised of such change by written notice provided fifteen (15) days in advance, except where, subject to operational requirements as determined by the Employer,

such change must be made on shorter notice.

45.78 When hours of work are scheduled in accordance with clause 45.045, the Employer will make every reasonable effort:

- a. to take the employees' preferences into consideration; and
- b. not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift.

45.0910 The Employer will, at the request of the Alliance, consult with the local Alliance representative(s) on work schedules established pursuant to clause 45.04 when such schedules affect the majority of the employees in a work unit.

45.101

- a. Hours of teaching must be in accordance with the November 30, 1989, Award of the Special Arbitration Panel chaired by M. Teplitsky.
- b. Notwithstanding the Employer's right to decide on course content and methods of delivery, hours of teaching shall include time spent in remote and/or direct contact with student(s). Remote contact includes but is not limited to the use of the Internet, telephone or other electronic means of communication.

45.12 The Employer may authorize that certain tasks be performed away from the Employer's premises.

ARTICLE 47: WORK YEAR AND HOURS OF WORK FOR THE ED-EDS SUB-GROUP

47.01

- a. All employees shall be on a twelve (12) month work year and the workday for such an employee shall be seven decimal five (7.5) hours or such lesser period as the Employer may schedule, Monday to Friday between the hours of 7 6 am and 6 pm.
- b. Subject to operational requirements, an employee on day work shall have the right to select and request flexible starting and finishing times between 6 am and 6 pm and such request shall not be unreasonably denied. These hours can be non-consecutive, ~~provided that~~ The implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

47.03 Notwithstanding the provisions of this article, upon request of an employee and the

concurrence of the Employer, **or at the request of the Employer and the concurrence of the employee, hours of work may be scheduled in accordance with paragraph 39.01** ~~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 **up to** 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 **period of up to** twenty-eight (28) days ~~period~~, such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for him or her.

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.

Employees covered by this clause shall be subject to the variable hours of work provisions established in Article 39.

47.04 Rest Periods

Except when operational requirements do not permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.

Union proposal

The Union proposes these articles be amended to reflect the changes submitted by the Union elsewhere in this submission.

Rationale

The Employer has proposed a large number of changes to several articles pertaining to hours of work, citing a desire to improve work flexibility for employees. However, such changes open the door to increasing the irregularity of an employee's working hours, which the Union takes very seriously. Unions and their members have a long history of struggle for limiting the hours of work that fall outside of regular business hours. Both employers and unions, current parties included, have recognized the burden and cost to employees who work evenings and weekends. They have negotiated compensation for such work at a premium rate, which acts both as a financial benefit to offset the personal cost to employees and as a disincentive to employers to schedule work outside of regular hours. It is important to the Union that such protections not be eroded.

There are, of course, circumstances where an employee requires a modified work schedule. Many of these circumstances are based on a prohibited ground of discrimination and there is an existing duty for the Employer to accommodate on these grounds. Other circumstances may not legally require the Employer to accommodate the employee, however, the Employer currently has an ability to modify an employee's work schedule for the well-being of their employee and/or family. The existing Article 39 – Variable hours provides such flexibility.

At the bargaining table, the Employer has failed to properly explain the need for these changes beyond expressing a broad need for increased flexibility and an argument that its proposal responds to feedback it has received from members of the Union. The Union has not been provided with any data concerning its membership requests for the proposed changes. The Union also wishes to stress that **it is the exclusive bargaining agent for its members** and as such, is uniquely placed to articulate the needs of the membership.

In terms of the specific changes proposed, in clause 39.01 the Employer seeks unilateral discretion to determine what constitutes operational requirements. This proposed language effectively removes accountability and transparency in the Employer's decision-making about what constitutes operational requirements. If there is a genuine operational need, the Employer should be prepared to explain what it is and also be prepared for its determination to be subject to the review of a neutral third-party.

With respect to current clauses 43.05 and 45.08, the Employer has failed to explain what motivates its proposal to reduce the shift change notice period from five days to four days' notice for Librarians and Language teachers.

In the newly proposed 44.21, the Employer wishes to remove its requirement to consult with the Union when making significant changes that will affect the hours of work of the majority of employees governed by a particular schedule. The Union submits that in an emergency, the Employer currently has the option to pay such employees overtime to respond to the emergency pending a final outcome to any emergent situation. The

Employer has given no specific rationale for this proposal and failed to explain what constitutes an emergency.

The Union is also highly concerned about the Employer's proposed changes to clauses 43.09, 44.09(b) and 47.03, which allow the Employer to request that an Employee modify their hours of work to a variable schedule. The Union is confused by this proposal, given the Employer's insistence that its proposals are motivated by the needs of Employees to change their schedules. If this is the case, there is no need for these proposed changes as the Employee currently has the right to request a variable schedule.

While the language proposed does require the concurrence of the Employee concerned when the Employer requests a modification to their schedule, an Employee's ability to refuse is diminished by the power imbalance between Employer and Employee. This power imbalance is further tipped in the Employer's favour when an Employee has less job security, as a new or term employee, for example. Furthermore, recognizing the systemic nature of inequities in our society, an Employee's social location vis-à-vis their manager may add to the power imbalance. For example, a young woman Employee being asked to modify her schedule by an older manager who is a man has an even greater power imbalance to contend with in responding to that request. In other words, in practice, the Employer may be able to exert pressure on Employees to work far less desirable or standard hours and to forego additional compensation for doing so.

And finally, in clause 39.02, the Employer has not explained the need to add the requirement for double overtime to only apply if the Employee worked on the first day of rest.

For all of the above reasons, the Union requests the Commission rejects the Employer's proposed changes.

ARTICLES 21, 28, 29, 48

The Employer proposed changes to the above articles in its comprehensive offer of May 11th 2022 with a section dedicated to “extra duty work from performed from [sic] a remote location”. In order to assist the Commission in its proceedings, the Union has grouped its response to all of these proposals together as the Union understands them as interconnected.

Employer proposals

Article 21 Designated Paid Holidays

21.06 When an employee is required to **physically** report **to the** ~~for~~ workplace and reports **to the workplace** on a designated holiday, the employee shall be paid the greater of:

a. compensation in accordance with the provisions of clause 21.05;
or

b. compensation equivalent to three (3) hours’ pay at the applicable overtime rate of pay, **which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.**

(new)

21.07 An employee required to work on a designated holiday, may at the discretion of the Employer work at the employee’s residence or at another place to which the Employer agrees. In such instances, the employee shall be paid for the time actually worked at the applicable overtime rate.

(new)

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

(renumber accordingly)

Article 28 Call-Back Pay

28.01 If an employee is called back to work **and physically reports to the workplace:**

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 **physically** left his or her place of work, and **physically** returns to **the workplace**, **provided that the period worked by the employee is not contiguous to the employee's normal hours of work**,

the employee shall be paid the greater of:

i. compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay ~~for each call-back~~ **which shall apply only the first (1st) time an employee performs work during an eight (8) hour period to a maximum of eight (8) hours' compensation in an eight (8) hour period**. Such maximum shall include any reporting pay pursuant to clause 21.06 and the Reporting Pay Provisions of this agreement;

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.~~

(...)

28.03 Call-back worked from a remote location

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

a. compensation at the applicable overtime rate for any time worked,

or

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

~~28.04 Payments provided under the overtime, reporting pay, designated paid-holiday, standby provisions and clause 28.01 above shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.~~

(renumber accordingly)

(...)

28.056 Transportation expenses

a. When an employee is required to **physically** report ~~for~~ **to the workplace** and reports **to the workplace** under the conditions described in paragraphs 28.01(c) and (d), and is required to use transportation services other than normal public transportation services, the employee shall be

reimbursed for reasonable expenses incurred as follows:

- i. the kilometric rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile;
- or
- ii. out-of-pocket expenses for other means of commercial transportation.

Article 29 Standby

29.04 An employee on standby who is required to **physically** report for work and reports **to the workplace** shall be compensated in accordance with ~~clauses~~ **paragraphs** 28.01(c), 28.01(d) and **clause** 28.04, and is also eligible for reimbursement of transportation expenses in accordance with clause 28.056.-

~~**29.06** Payments provided under the overtime, reporting pay, designated paid holidays, call-back pay provisions and clause 29.04 above shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.~~

(new)

29.06 An employee on standby who is required to work may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be compensated in accordance with clause 28.03.

48.11 Meals

d. Paragraphs 48.11(a) and (b) shall not apply:

- i. to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals

or

- ii. **has obtained authorization to work at the employee's residence or at another place to which the Employer agrees.**

Union response

The Union proposes that these articles only be amended to reflect the changes submitted by the Union elsewhere in this brief.

Rationale

The Union objects to the employer's proposals in Articles 21, 28, 29 and 48 on the grounds that it creates two tiers of employees based on whether they work remotely or work at the employer's premises. The Union is concerned that the employer is attempting

to cut costs and reduce compensation under the guise of providing greater flexibility and options for remote work.

The employer's proposals at 21.06(b) and 21.07 appears to open the door to employees being endlessly called back to conduct work, remotely, yet without a penalty levied on the employer for calling its employees back to work more than once in an eight-hour period. The removal of such penalties de-incentivizes the employer from managing workflow properly and ensuring that work is organized to be done in the course of a regular, contiguous workday. The negative ramifications of this will be uniquely shouldered by employees experiencing deteriorating employee work/life balance.

The Employer has not adequately explained to the Union the need for its amendment at 21.11.

Regarding proposed changes to call-back language, for several years now, the employer has offered telework options to its employees, which have been governed by its Directive on Telework. In that time, members of this bargaining unit who have had the ability to work remotely have received the same compensation for Call-Back pay, regardless of whether they performed the work onsite or remotely. We fail to see why the employer feels it is necessary to create this distinction in compensation at this time, other than to use the increased interest in remote work caused by the COVID-19 pandemic as an opportunity to save costs by reducing compensation.

Further, it is incomprehensible to the Union why the employer has spent any time whatsoever on this matter at the EB table, specifically, given the minute cost of call-back pay. The Employer provided data to the Union indicating that in the 2020-2021 fiscal year, \$1,291 was paid to members of this bargaining unit for call-back pay, representing an estimated 21 hours of time worked (**exhibit 48.1-E**). As noted elsewhere in this submission, total EB compensation is slightly above \$100 million per annum.

PART 4

OUTSTANDING COMMON ISSUES

PSAC Outstanding Proposals for the Common Issues as of November 1st, 2022

Article 9 - Use of Employer Facilities

Article 11 - Information

Article 14 - Leave with or without Pay for Alliance Business

Article 16 - No Discrimination

Article 17 - Sexual Harassment

Article 20 - Vacation Leave

Article 22 - Other leave with or without pay (Maternity Leave without Pay)

Article 22 - Other leave with or without pay (Parental Leave without Pay)

Article 33 - Employee performance review and employee files

Article 50 - Technological Change

Article 53 - Job Security

Article 63 - Duration

Various Articles - Hours of Work (Right to Disconnect)

New Article - Protections Against Contracting Out

New Article - Remote Work

New Article - Equity in the Workplace

New Article - Leave for Indigenous Traditional Practices

New Article - Social Justice Fund

Appendix A - Annual Rates of Pay

Appendix B - Workforce Adjustment

Appendix H - Joint Learning Program

Appendix K - Implementation of the Collective Agreement

Appendix M - Child Care

Appendix O - Mental Health in the Workplace

New Appendix - Bilingualism Allowance and Language Training

New Appendix - Centre for Diversity and Inclusion