



**SUBMISSION OF THE
TREASURY BOARD
TO THE PUBLIC INTEREST COMMISSION
IN RESPECT OF THE
EDUCATION AND LIBRARY SCIENCE (EB) GROUP**

CHAIRPERSON: Jesse Kugler

**MEMBERS: J.D. Sharp
Bob Kingston**

OTTAWA November 21, December 12 and 13, 2022

IN THE MATTER of the *Federal Public Sector Labour Relations Act* and a dispute affecting the Public Service Alliance of Canada and His Majesty in Right of Canada as represented by the Treasury Board in respect of all of the employees in the Education and Library Science Group bargaining unit as determined in the certificate issued by the former Public Service Staff Relations Board on June 7, 1999.

FOREWORD

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

INTRODUCTION

The Public Service Alliance of Canada (PSAC) and Treasury Board were engaged in negotiations between June 2021 and May 2022 to renew the collective agreement for the Education and Library Science (EB) group, which expired on June 30, 2021.

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

“The Education and Library Science Group comprises positions that are primarily involved in the instruction of people of different age groups in school or in out-of-school programs; the application of a comprehensive knowledge of educational techniques to the teaching and counselling of students in schools and to the education, training and counselling of youths and adults in out-of-school programs, to the conduct of research and to the provision of advice related to education; and the application of a comprehensive knowledge of library and information science to the management and provision of library and related information services.”

In accordance with the *Federal Public Sector Labour Relations Act* (FPSLRA), the PSAC served notice to bargain with the Employer by letter dated February 26, 2021. The parties met for negotiations for a total of sixteen (16) days in six (6) sessions between June 2021 and May 2022.

The PSAC declared impasse and filed for the establishment of a Public Interest Commission (PIC) on May 18, 2022. The Chairperson of the Federal Public Sector Labour Relations and Employment Board (FPSLREB) advised the parties on June 29, 2022, that she was recommending the establishment of the PIC. In her decision, the Chairperson also advised that she appointed a mediator to assist the parties in the period leading up to the PIC hearings.

The parties met in mediation for the Common Issues Table from September 12 to 14, 2022, and September 20 to 23, 2022. Mediation sessions for the PA, SV, TC, and EB groups were held in October 2022. The purpose of each mediation session was to help the parties resolve the large number of outstanding proposals to reduce the number of items submitted to the PIC. During these mediation sessions, the parties were able to make only nominal progress. Those items that have been resolved through mediation are highlighted throughout this document.

This document presents the Employer's position on the outstanding issues between the parties, including rates of pay. Currently, the Bargaining Agent has

approximately 74 outstanding proposals that are specific to the EB Group and 209 at the Common Issues Table. The Employer has 35 outstanding proposals that are specific to the EB Group and 52 at the Common Issues Table. The document also provides relevant contextual information pertaining to the current round of bargaining and the EB group.

The Employer brief is organized as follows:

Executive Summary

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

Part II presents information on internal and external comparability, recruitment and retention, the government's economic and fiscal circumstances and provides total compensation figures for the EB group.

Part III presents the Employer's submission for rates of pay and duration, and associated rationale.

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

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

EXECUTIVE SUMMARY

The Government of Canada is committed to good faith negotiations and has a history of negotiations that are productive and respectful of its dedicated workforce. Its approach to collective bargaining is to negotiate agreements that are fair for public service employees and reasonable for Canadians.

The Education and Library Science (EB) Group is comprised of over 1,000 employees who are responsible for providing education, education support and library services.

The collective agreement for the EB group expired on June 30, 2021, and the Public Service Alliance of Canada (the PSAC) served notice to bargain to Treasury Board on February 26, 2021. After sixteen (16) days of bargaining spread over six (6) negotiation sessions, and after the Employer tabled its initial comprehensive offer on May 11, 2022, the PSAC declared impasse on May 18, 2022.

This section outlines the key trends and data supporting the Employer's position. As required by Section 175 of the *Federal Public Sector Labour Relations Act*, this brief is guided by four factors: recruitment and retention, external comparability, internal relativity, and the state of the Canadian economy and the Government of Canada's fiscal circumstances.

Recruitment and Retention (R&R)

Statistics on recruitment and retention present an increasing or stable EB population with a healthy separation rate, strong hirings, and a sufficient pool of applicants to draw from to meet the operational needs of the Employer.

The EB population grew by approximately 13.6% in the five years between FY 2016-2017 and FY 2020-2021. Additionally, if more recruitment is required in the future, the data illustrates that many more qualified applicants are available than needed to fill each position.

Recruitment and Retention Summary

Recruitment & Retention Summary					
	2016-17	2017-18	2018-19	2019-20	2020-21
Total Hiring					
ED	77	89	106	92	100
LS	25	17	17	19	15
EU	2	3	3	3	3

Total Separations					
ED	61	59	47	62	52
LS	17	25	20	19	16
EU	2	3	2	9	2
Total Applications Screened-In Per Job Advertisement					
ED	118	71	130	100	147
LS	43	26	148	89	87
EU	21	37	32	35	42

This confirms that the salary levels for the EB group are sufficient to attract and retain competent employees within the group.

External comparability

In addition, provincial/ territorial wage study results support the notion that external compensation levels of the EB group are competitive vis-a-vis the 50th percentile (P50) of the Canadian public sector market. Compensation within a range of plus or minus 10% of TBS's target market, the P50, is generally considered to be within competitive norms and aligned with the market. Of the 13 positions that were examined, six (6) positions did not have sufficient matches. Of the remaining 7 positions, salaries of three (3) positions significantly exceeded the market (ranging from +19.8% to +34.9%), while salaries of four (4) positions were within the target range (from -4.8% to +8.5%).

Moreover, the external comparability analysis demonstrates that the EB group has remained competitive with the external labour market. For example, between 2012 and 2020, all three occupational groups enjoyed higher cumulative wage increases (ranging from 16.4% to 19.2%) than what the public sector obtained over the same period (13.2%) and their cumulative wage increases outpaced inflation (14.2%). Furthermore, 75% of EB employees (those employed in the ED group) benefited from wage increases that outpaced private sector settlements (18.1%) over the same period. In addition to higher increases the average hourly wage for EB workers was 35.7% higher than in the private sector as of 2021.

Internal Relativity

There are no direct internal comparators for the EB group, however 75% of the overall EB population, benefited from cumulative wage increases (19.2%) that exceeded the CPA average (18.7%) from 2012 to 2020. On the other hand, LS and EU classification experienced slightly lower growth over the same period. This discrepancy is primarily due to other CPA groups receiving additional increases beyond pattern to address specific demonstrated recruitment and retention pressures and/or wage comparability issues in prior rounds of bargaining, which these two occupational sub-groups do not have, noting that they are between +19.8% to +34.9% ahead of P50 wages.

State of the Canadian economy and the Government of Canada's fiscal circumstances

Although Canada has managed to recover quickly from the economic damage caused by the pandemic and has managed to reverse pandemic job losses despite multiple waves of COVID-19, multiple economic and social issues remain as serious concerns.

The current round of negotiations is taking place amidst an inflationary backdrop that has not been experienced in decades. Moreover, the rapid nature of the Bank of Canada's response to these inflationary pressures is unprecedented. Additionally, supply chain shocks caused by COVID-19 and the War in Ukraine have served to exacerbate an already turbulent economic environment.

It is in this economic context that negotiations in unionized environments across Canada, including those in the federal public sector, are taking place. It is important to note that when considering wage settlements that have been reached in 2022 so far, average wage increases have remained well below inflationary levels. This may be in response to the notion that the current inflationary levels are the primary concern of the Bank of Canada and central banks around the world and that efforts to combat it will continue, regardless of recessionary repercussions. Consensus amongst economists is that continued increases to interest rates will not only control inflation but may also send the Canadian economy into recession.

Table: Major Wage Settlements in All Jurisdictions (Aggregated Private and Public Sectors) by Year

Year	Number of Agreements	Number of Employees	Duration of Agreements in months (average)	Average Annual Percentage Adjustment across all settlements
2013	484	1,092,600	36.8	1.4%
2014	246	689,808	45.8	1.7%
2015	243	757,548	42.8	1.2%
2016	284	1,075,189	46.9	1.4%
2017	216	845,401	39.6	1.7%
2018	206	709,788	42.1	1.3%
2019	240	635,602	41.9	1.6%
2020	142	711,453	41.1	1.6%
2021	124	917,131	41.1	1.9%
2022	19	144,359	44.7	1.7%

The table above illustrates that the increase in wages produced by settlements in other unionized environments are significantly lower than the demands outlined by the Public Service Alliance of Canada. To illustrate this point, a review of significant wage settlements in provincial governments is helpful. The following notable agreements have been reached in 2022:

- The government of Quebec has signed two major agreements as follows:
 - An agreement with the Syndicat de la fonction publique et parapublique du Québec representing 27,000 employees in business, finance and administration occupations from July 2022 to March 2023 will provide 2% increases
 - An agreement between the Agence du revenu du Québec with the Syndicat de la fonction publique et parapublique du Québec representing 6,000 employees in business, finance and administration occupations from August 2022 to March 2026 will provide yearly increases of 2%
- The government of Nova Scotia has signed an agreement with the Nova Scotia Government Employees Union (NSGEU) after an arbitral award, which provided 7,946 employees increases of 1.5% in both 2021 and 2022 and increases of 3.0% and 0.5% in 2023 and 2024.
- The Alberta government has signed 3 agreements as follows:
 - An agreement between Alberta Health Services and the United Nurses of Alberta representing 29,354 employees (registered nurses and registered psychiatric nurses) from January 2022 to March 2024 provides increases of 0, 1.0 and 1.2%.
 - An agreement between Alberta Health Services and the Alberta Union of Provincial Employees representing 18,216 employees (Licensed practical nurses and technical occupations) from May 12, 2022, to March 2024, which provides increases of 0, 1.0 and 1.3%.
 - An agreement between Alberta Health Services, Covenant Health and the Health Sciences Association of Alberta representing 21,807 employees in professional occupations in health (except nursing) from July 25, 2022, to March 31, 2024, which provides increases of 0, 1.0 and 1.3%.
 - Ontario is still operating and settling agreements under its 1% wage cap legislation

Additionally, settlements have started to be reached in the federal core public administration that are significantly lower than the PSAC demands as well. On October 21, 2022, the Government of Canada reached its first tentative agreement for the 2021-2022 round of collective bargaining with the Association of Canadian Financial Officers (ACFO) for the newly formed Comptrollership (CT) group. The tentative agreement was ratified by ACFO members on October 28, 2022, and will be recommended for approval of the Treasury Board.

The CT tentative agreement covers over 6,500 employees working in the CPA, spanning a four (4) year period (2022 to 2026) and provides general economic increases of 3.5%, 3.0%, 2.0% and 2.0%.

Not only would outsized increases in the federal government context place it out of step with other major unionized employers in both the public and private sectors, but it would serve to exacerbate the growing divide between salaries and benefits enjoyed by public sector employees and their private sector counterparts. A nascent but fundamental inequity is emerging between the public and private sectors as the long-term tax burden of businesses and households will inevitably grow as government payrolls continue to expand and the associated compensation packages increase in value.

This divide was already notable prior to the pandemic. Consider, for instance, that after falling by 7.6 percent between 2011 and 2015, the number of federal public servants increased by 16 percent between 2016 and 2020. In contrast, private sector employment grew by just 1.9 percent over the same period. Additionally, total compensation, inclusive of wages, for federal public sector workers has been steadily growing for decades. This phenomenon has been shown through numerous wage comparability exercises undertaken by the Treasury Board of Canada Secretariat over many years and by outside think tanks, such as the Fraser Institute.

The overall compensation gap is far greater when one accounts for non-wage benefits such as pension and health benefits, job security, and typical retirement age. Just consider, for instance, that 87.7 percent of public-sector workers are covered by registered pension plans, compared to just 22.5 percent of private-sector workers.

Public Service Health Care Plan (PSHCP)

Following many discussions with stakeholders and much consideration, an agreement was reached regarding new and enhanced benefits under the Public Service Health Care Plan (PSHCP). Changes to benefits under the PSHCP will be effective as of July 1, 2023. A particular focus has been made to enhance mental

health supports by expanding mental health provider options, increasing the mental health annual maximum coverage and the introduction of a new benefit for gender affirmation coverage.

Bargaining Agent Proposals

The Bargaining Agent has submitted a substantial list of proposals in this round of bargaining. The PSAC has tabled 209 proposals that are common to all PSAC groups, including significant economic increases, new and/or enhanced leave entitlements, and other non-monetary elements that seek to erode management authorities and embed legislation or Employer policies in collective agreements. The PSAC has also tabled 74 changes that are specific to the EB group, including increases to leave provisions, new allowances, and other monetary and non-monetary elements that currently do not exist in the EB agreement and /or in other collective agreements in the CPA.

As noted in the table below, the EB monetary proposals are significant and represent a total ongoing cost of approximately \$29.8M or 25.04% of the 2021 EB group wage base.¹

Table: Bargaining Agent Key Monetary Proposals

BARGAINING AGENT KEY MONETARY PROPOSALS	COST	% OF
	(Ongoing)	WAGE BASE
General economic increases (three years at 4.5% annually)	\$16,806,997	14.12%
Leave for Indigenous Traditional Practices (up to 5 days per calendar year, to engage in traditional practices)	\$113,507	0.10%
NJC Bilingualism Bonus increased from \$800 to \$1,500	\$485,752	0.41%
Increase accrual of vacation leave entitlements	\$1,034,134	0.87%
Various changes to the Maternity and Parental Leave and Allowance Provisions	\$332,650	0.28%
Social Justice Fund (new article) (1 cent per hour worked for each employee in the bargaining unit)	\$25,818	0.02%
Wage restructures and adjustments: <ul style="list-style-type: none"> • ED-EST/LAT/EDS and EU and LS Wage Grids • Market adjustments • Restructures • National rate 	\$9,206,118	7.73%
Clause 48.11: Increase Meal Allowance to NJC Lunch Rate (\$22.15 - April 1, 2022, rate)	\$1,733	0.00%
Article 48: Overtime at 2X (all overtime performed)	\$81,268	0.07%

¹ The ongoing costs are based on March 2021 population and compensation data for EB employees – this is referred to the wage base throughout this document.

Article 19: Sick leave with pay <i>(change 'may' to 'shall' and increase the advance of unearned leave from 187.5 to 202.5 hours; upon request, unearned leave above 202.5 hours may be granted; reimburse costs associated with obtaining medical certificate)</i>	\$260,186	0.22%
Article 22.13: Family-related responsibilities <i>(increase from 37.5 to 75 hours per year, remove 'elderly', remove 'unforeseeable', add 'terminally ill family member', remove 7.5-hour cap on appointments with professional)</i>	\$1,464,223	1.23%
Article 30: Shift and weekend premiums <i>(increase from \$1.50 to \$5.00)</i>	\$368	0.00%
Total	\$29,812,754	25.04%

The Employer's position is that the Bargaining Agent's proposals are contrary to the replication principle, where the results of a third-party process should replicate as closely as possible what would have been achieved had the parties negotiated a settlement on their own. The Employer submits that the Bargaining Agent's proposals do not reflect what the parties could or would have bargained given the significant costs, legal considerations, and/or impacts to operations and service to Canadians. Additionally, the PSAC's proposals are largely unsubstantiated based on available data and associated metrics related to recruitment and retention and internal and external comparability.

For the EB table, the Bargaining Agent started with 82 demands and currently has 74. At the PSAC Common Issues Table, the Bargaining Agent currently has 209 demands. Combined, this amounts to 283 outstanding demands that impact the EB table.

As noted, these aforementioned Bargaining Agent demands have significant operational, legal, and/or financial implications. The Employer has conservatively costed the outstanding PSAC proposals for all four (4) groups for which the Bargaining Agent has requested conciliation, including common measures, at between 25% and 46% of the respective wage base on an ongoing basis (EB: 25% of wage base, PA: 32% of wage base, TC: 38% of wage base, and SV: 46% of wage base). Please note, this costing does not reflect all the Bargaining Agent demands tabled.

It is the Employer's position that the parties should focus on system-wide problems that need to be addressed at the collective bargaining table. That said, overall, the Bargaining Agent has not demonstrated what problems it seeks to address in their many proposals. Making changes to this mature collective agreement without sound rationale that impact operations and have significant costs do not serve Canadians nor are they reasonable for Canadians. Further, without sound rationale such changes could also lead to unintended consequences for all parties, including employees.

Employer Proposals

As noted, the Employer's position is that the EB agreement is well-established and fully developed and does not require significant changes. That said, the Employer has proposed amendments and improvements, including fair economic increases, modernized language, and increases to certain leave provisions. The Employer's priorities for this round of bargaining are to:

- preserve and enhance management authorities to continue to effectively and efficiently meet operational requirements and service to Canadians,
- enhance flexibilities with regards to hours of work provisions,
- support pay administration simplification, and
- address departmental operating priorities.

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

EMPLOYER MONETARY PROPOSALS	ONGOING COST	% OF WAGE BASE
EB-specific proposals		
General economic increases (over four years: 1.5%, 3%, 2% and 1.75%)	\$10,122,370	8.50%
Article 22: Combine personal and volunteer leave (15 hours)	\$25,394	0.02%
Article 22: Bereavement leave for stillbirth (3 days paid leave)	no additional cost	0.00%
Article 30: Shift and weekend premiums increased to \$2.00	\$53	0.00%
Article 38: Part-Time Employees – Increase pay in lieu of DPH to 4.6%	\$6,787	0.01%
TOTAL	\$10,154,604	8.53%

The Employer's proposals at the PSAC Common Issues table also include proposed language with regards to collective agreement duration and implementation that provides for reasonable implementation timelines and considers capacity and complexity. With this proposal, the Employer seeks to establish a new norm for implementation that recognizes the complexity of implementation and continues to distinguish between manual and automated transactions.

Employer's request to return to the table

The Employer has approached negotiations in good faith and with a view of identifying problems and finding reasonable solutions in order to reach a renewed collective agreement.

In its approach, throughout this round of negotiations, the Employer continues to seek to understand "the why" behind each of the Bargaining Agent's many tabled

proposals. In other words, the Employer seeks to understand if there is a systemic or wide-ranging problem that the Bargaining Agent aims to address with its proposed revisions to this mature collective agreement.

Given the Employer's role to ensure service to Canadians and stewardship of public funds, every change to a mature collective agreement must be supported by a sound evidence-based rationale. Further, this due diligence mitigates unintended consequences on stakeholders (e.g., employees and managers), operations and service to Canadians.

Unfortunately, the Bargaining Agent has not provided the Employer with information, evidence, or justifications with respect to many of their proposals. The Employer respectfully submits that the responsibility to demonstrate the need for a change lies with the party proposing that change. In turn, this supports evidence-based discussions that lend itself to the parties being able identify a potential path to settlement.

On May 11, 2022, the Employer shared with the Bargaining Agent its initial comprehensive offer for the EB group. The Bargaining Agent provided no response or counteroffer and instead wrote to the Chairperson of the FPSLREB to declare an impasse, without any attempt to negotiate or discuss the offer.

The high volume of Bargaining Agent proposals has made it extremely challenging for the parties to identify and focus their work on key priorities and advance negotiations.

As a more limited number of proposals is expected to illuminate a path to settlement, the Employer respectfully submits that the Bargaining Agent needs to identify their key priorities, similar to what the Employer has done.

Therefore, in the public's interest, the Employer respectfully requests that the Commission direct the parties to return to negotiations with a reasonable number of key priorities and proposals, that take into consideration fairness to employees and reasonableness to Canadians.

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Part I – Status of Negotiations

1.1 Negotiations in the Federal Public Service

The Government of Canada is committed to bargaining in good faith with all federal public sector Bargaining Agents and has a history of negotiations that are productive and respectful of its dedicated workforce. Its approach to collective bargaining is to negotiate agreements that are fair for public service employees and reasonable for Canadians.

The parties began EB table discussions for this current round of negotiations in June 2021. Despite having signed the expiring collective agreement only seven (7) months prior, the PSAC has come to the table with an unrealistic number of demands given the maturity of the bargaining relationship. For the most part, the PSAC has not demonstrated or provided evidence regarding what problems it seeks to address in their many proposals. This has made it difficult for the parties to advance negotiations and carve a path to settlement.

It is the Employer's position that the parties should focus on systemic or wide-ranging issues and potential options to address. Making changes to this mature collective agreement without due diligence and a sound rationale has the potential to impact operations, service to Canadians and represent significant costs for taxpayers.

2018 Round of Collective Bargaining

It is important to note that in the previous round of negotiations (the 2018 round), the Government reached 53 tentative or signed agreements with groups covering close to 270,000 employees or over 98% of public servants in represented groups in the core public administration (CPA) and separate agencies. Most agreements negotiated in the last round were four-year agreements and without the assistance of a third-party. All PSAC agreements were negotiated with a three-year duration and with third party intervention. To note, the three-year agreements were aligned in value with the four-year agreements for the first three years (i.e., 2018, 2019, 2020).

The Employer respectfully asserts that with respect to the four-year agreements, a pattern was established for the economic increase for 2021 at 1.5%. The initial comprehensive offer tabled at the common issues table on March 29, 2022, replicates this pattern.

Further, the 2018 settlements included a significant number of government-wide improvements that increased the overall value of total compensation reflected in collective agreements (i.e., benefits, leave, pay, allowances, etc.). These included the introduction of new leave provisions for domestic violence and caregiving, improvements to the maternity and parental leave and allowance provisions, as well as

an expansion to the definition of family that broadens the scope of certain leave provisions. The cumulative value of the economic increases as well as other improvements in the 2018 round to date equate into a value of approximately \$6.5M or 6.7% of the wage base for the EB table.

The maturity of the collective agreements aside, the value of improvements for the 2018 round are considerable by any measure especially when viewing through the eyes of taxpayers, and even more so considering that the current collective agreement was signed only seven (7) months prior to the exchange of proposals for the current round.

2021 Round of Collective Bargaining

The Employer's approach for the 2021 round of collective bargaining with the PSAC is articulated around three main themes to support an agile workforce and continuous improvement of service to Canadians:

Future of Work

The Future of Work (FoW) initiative and the related impacts on federal public servants, including the need to continue to deliver results for Canadians, is a significant consideration in this round of bargaining. Specifically, the Employer is seeking changes to existing provisions concerning hours of work to introduce more flexibility in the current framework which would benefit employees, by providing more opportunities to achieve a better work-life balance, and Canadians by making the public service more nimble. Current hours of work provisions pre-date the pandemic, are rigid in their requirements and impose premium payments (e.g., overtime, shift and weekend premiums) when an employee's working hours deviate from the core hours currently prescribed.

This rigidity and additional cost around hours of work hinder the full optimization of the FoW agenda. Furthermore, departments have indicated that they consider increased flexibility to the hours of work provisions in the collective agreements a key priority for them and their employees in this round of bargaining. The Employer is focused on introducing increased scheduling flexibilities, without compromising service to Canadians or increasing costs.

Economic Context and Fiscal Responsibility

The Employer's approach and objective is to negotiate, in good faith, collective agreements that are fair for employees and reasonable for Canadians.

The events over the past several years have brought significant economic, social and political stress. Canada and the rest of the world are slowly coming out of the

pandemic. However, the economic impact of the pandemic continues to evolve as new COVID waves strain our health care systems and supply chains worldwide, the effects of climate change and worsening natural disasters such as forest fires, hurricanes, drought have become more and more common and as well as political instability and the invasion of the Ukraine all have had a significant impact on Canada's and the world's economies. Inflation has increased significantly, as prices climb to higher worldwide, including for fuel, food, and consumer goods.

In terms of the impact of the COVID-19 pandemic on the CPA workforce, federal public servants have enjoyed robust job security and continuity as, unlike many other jurisdictions and employers, it has avoided enterprise-wide workforce adjustment (e.g., job loss) and has introduced benefit flexibilities (e.g. extending emergency travel benefits and accepting claims for social workers and psychotherapists as mental health professionals) to support its workforce in a relevant and responsible way. With support mechanisms in place, such as "699 paid leave", remote work flexibilities, reimbursement of certain equipment costs, etc. federal public servants were well protected against adverse economic impacts stemming from the pandemic.

Further information on the Employer's considerations around the economic context and fiscal responsibility is detailed in Part II of this brief.

Pay Simplification (including implementation of the collective agreement)

To support the success of the NextGen HR and pay solution (which is slated to replace the current HR and pay systems) and in light of the lessons learned during collective agreement implementation over the past two rounds of negotiations, the Employer is seeking to secure changes with limited impact on the current and future pay system (e.g., prospective implementation of salary increases as was the case in the last round of collective bargaining).

In this vein, the Employer and the PSAC have established a joint sub-committee of the PSAC Common table (including representatives from PSPC, SSC, and key departments) to discuss and identify issues/possible options for pay simplification with consideration to cost and operational requirements in order to streamline and standardize collective agreement provisions across the CPA with the goal of reducing the level of complex customization of the future HR to pay solution.

The issue of retroactive payments and timelines for implementation remains a priority for the Employer in the 2021 round. As such, the Employer is seeking to establish a new norm that recognizes the complexity of implementation of

collective agreements, continues to distinguish between manual and automated transactions and provides clarity around the process to employees and Bargaining Agents. This approach has been developed with consideration to lessons learned from the 2018 round and builds on the success of the retro methodology employed in the last round.

1.2 Status of Negotiations in the Core Public Administration

Since June 2021, the Treasury Board of Canada Secretariat (TBS) has been engaged in negotiations on behalf of the Treasury Board, the Employer for the core public administration (CPA), with the Public Service Alliance of Canada for the renewal of the Program and Administrative Services (PA), the Operational Services (SV), the Technical Services (TC) and the Education and Library Science (EB) collective agreements, representing more than 128,000 employees.

More recently, TBS has begun to engage in negotiations for the renewal of collective agreements with other Bargaining Agents who negotiated four (4) year agreements during the 2018 round. This includes bargaining units with employees represented by the Professional Institute of the Public Service of Canada (PIPSC), the Canadian Association of Professional Employees (CAPE) and the Association of Canadian Financial Officers (ACFO). The vast majority of the 4-year agreements negotiated in the 2018 round expired in 2022 and therefore, negotiations with these groups are in the early stages or have not yet begun.

On October 21, 2022, the Government of Canada reached its first tentative agreement for the 2021-22 round of collective bargaining with the Association of Canadian Financial Officers (ACFO) for the newly formed Comptrollership (CT) group. The tentative agreement was ratified by ACFO members on October 28, 2022 and will be recommended for approval of the Treasury Board.

The new CT group collective agreement brings together financial management, external audit and internal audit work under one group. Specifically, it covers:

- positions formerly included in the Financial Management (FI) group (already represented by ACFO),
- positions formerly classified as Auditing (AU) and covered by the Audit, Commerce and Purchasing (AV) agreement (between the Employer and the PIPSC), and
- positions in internal audit formerly classified as Administrative Services (AS) and covered by the PA agreement.

The new CT tentative agreement:

- covers over 6,500 employees working in the CPA,
- spans a four (4) year period (2022 to 2026, and
- provides general economic increases of 3.5%, 3.0%, 2.0% and 2.0%,
- additional provisions to address the merger.

For those employees formerly represented by PSAC and thus absent of a negotiated economic increase in 2021 during the last round, the tentative agreement includes a general economic increase of 1.5% effective June 2021, matching the clear pattern established in the 2018 round.

The overall average annual economic increase is 2.63% per year over four years, before calculating the compounding effect; and excluding the 0.5% group specific merger allowance for 2023 and the one-time allowance upon signing of 2%. The Employer views this agreement as reasonable and fair in the current economic environment.

Other key negotiated amendments include:

- enhanced flexibilities in the hours of work provisions,
- updates to extra duty overtime provisions when work is performed from a remote location,
- the addition of the National Day for Truth and Reconciliation to the list of designated paid holidays and adjustments to the pay for part-time employees to account for this new holiday,
- a modified memorandum of understanding regarding the timelines for the implementation of collective agreements, and
- a memorandum of understanding on pay simplification to recognize the parties' commitment to ongoing collaboration with regards to the identification of human resources (HR) and pay administration solutions to support the pay system.

While not part of the tentative agreement, the Employer and ACFO have also committed to work together on hybrid work. Specifically, the Employer will share information and consult ACFO on the ongoing implementation of this transformative change.

Table 1 below lists the bargaining units in the CPA, their union affiliation and population as of March 2021.

Table 1: Bargaining Units – Core Public Administration (CPA)

BARGAINING AGENT	BARGAINING UNIT	REPRESENTED AND EXCLUDED POPULATION AS OF MARCH 2021
PSAC Public Service Alliance of Canada	PA – Program and Administrative Services	96,698
	TC – Technical Services	10,892
	SV – Operational Services	10,464
	EB – Educational and Library Science	1,128
	FB – Border Services	9,805
	SUBTOTAL: 128,987	
PIPSC Professional Institute of the Public Service of Canada	RE – Research	2,711
	AV – Audit, Commerce, and Purchasing	6,754
	NR – Architecture, Engineering, and Land	4,193
	SP – Applied Science and Patent Examination	9,226
	IT – Information Technology	17,242
	HS – Health Services	3,781
	SUBTOTAL: 43,907	
CAPE Canadian Association of Professional Employees	EC – Economics and Social Science Services	20,048
	TR – Translation	860
	SUBTOTAL: 20,908	
UNIFOR	RO – Radio Operations	281
	AI – Air Traffic Control	10
	SUBTOTAL: 291	
CUPE Canadian Union of Public Employees	PO – Police Operations Support Group Law Enforcement (Civilian Members)	425
AJC Association of Justice Counsel	LP – Law Practitioner	3,190
PAFSO Professional Association of Foreign Service Officers	FS – Foreign Service	1,890
ACFO Association of Canadian Financial Officers	FI – Financial Officers	5,675
CMSG Canadian Merchant Service Guild	SO – Ships' Officers	1,281
FGDTLC(E) Federal Government Dockyard Trades and Labour Council (East)	SR(E) – Ship Repair East Coast	587

FGDTLC(W) Federal Government Dockyard Trades and Labour Council (West)	SR(W) – Ship Repair West Coast	660
FGDCA Federal Government Dockyard Chargehands Association	SR(C) – Ship Repair Chargehands	58
CMCFA Canadian Military Colleges Faculty Association	UT – University Teaching	202
IBEW International Brotherhood of Electrical Workers	EL – Electronics	1,096
CFPA Canadian Federal Pilots Association	AO – Aircraft Operations	399
UCCO-SACC-CSN Union of Canadian Correctional Officers	CX – Correctional Officers	6,325
NPF National Police Federation	RCMP Members Appointed to a Rank and Reservists	18,832
TOTAL POPULATION:		234,713

1.3 Status of Negotiations in the Separate Agencies

There are 27 separate agencies listed in Schedule V of the *Financial Administration Act*. Fifteen (15) are represented by at least one bargaining agent and they conduct their own negotiations for unionized employees. Separate agencies are distinct from the CPA; they have different job duties and specific wage levels according to their business purpose. The largest separate agencies include the Canada Revenue Agency, Parks Canada, and the Canadian Food Inspection Agency. The CPA and separate agencies share many of the same Bargaining Agents, including the PSAC and PIPSC.

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

Twenty-four (24) of the thirty (30) bargaining units in publicly funded separate agencies have received their notice to bargain for the 2021-2022 round of collective bargaining. Eleven (11) separate agencies have started or are in the process of starting negotiations with their respective groups. Table 2 below lists the separate agencies, and bargaining units, their union affiliation and population.

Table 2: Bargaining Units – Separate Agencies

Separate Agencies	Bargaining Agents	Bargaining Units	Population
Canada Energy Regulator (CER)	PIPSC	All Unionized Employees (CER)	422
Canada Revenue Agency (CRA)	PIPSC	Audit, Financial and Scientific (AFS)	12,597
	PSAC	Program Delivery and Administrative Services (PDAS)	32,533
Canadian Food Inspection Agency (CFIA)	PSAC	PSAC	4,038
	PIPSC	Informatics (IN)	264
		Scientific and Analytical (S&A)	1,193
		Veterinary Medicine (VM)	584
Canadian Nuclear Safety Commission (CNSC)	PIPSC	Nuclear Regulatory (NUREG)	702
Canadian Security Intelligence Service (CSIS)	PSAC	Intelligence Support *	89
Communications Security Establishment Canada (CSEC)	PSAC	All Unionized Employees (CSE)	2,822
National Capital Commission (NCC)	PSAC	All Unionized Employees (NCC)	444
National Film Board (NFB)	PIPSC	Administrative and Foreign Services (AFS) Scientific and Professional (S&P)	175
	SGCT	Administrative Support (AS), Operation (OP) and Technical (TC) *	184
National Research Council Canada (NRC)	RCEA	Administrative Services (AS)	309
		Administrative Support (AD)	500
		Computer Systems Administration (CS) *	238
		Operational (OP)	62
		Purchasing and Supply (PG)	31
	PIPSC	Technical (TO)	995
		Information Services (IS)	64
		Library Science (LS)	43
		Research Officer / Research Council Office (RO/RCO)	1,792
		Translator (TR)	7
Office of the Auditor General of Canada (OAG)	PSAC	Audit Services Group (ASG) *	174
Office of the Superintendent of Financial Institutions Canada (OSFI)	PSAC	Administrative Support (AS) *	17
	PIPSC	Professional Employees Group (PEG)	689

Parks Canada Agency (PCA)	PSAC	All Unionized Employees (Parks)	4,327
Social Sciences and Humanities Research Council of Canada (SSHRC)	PSAC	Administrative and Foreign Services (AFS)	241
		Administrative Support (AS)	40
Statistical Survey Operations (SSO)	PSAC	All Unionized Employees (SSO) *	2,208
Staff of the Non-Public Funds, Canadian Forces (SNPF-CF)	<i>Note: The SNPF-CF is not a publicly funded separate agency. The population data for this employer is unavailable.</i>		
*Bargaining units that have not provided notice to bargain for the 2021 round of collective bargaining.			67,784

1.4 Negotiations with the Education and Library Science (EB) Group

In this round of bargaining, PSAC (EB group) and TBS officials were engaged in six (6) negotiation sessions between June 2021 and May 2022. The parties were also engaged in five (5) negotiations sessions at a separate bargaining table mandated to negotiate proposals that are common across the four bargaining units represented by the PSAC [Program and Administrative Services (PA), Operational Services (SV), Technical Services (TC) and Education and Library Science (EB)] between June 2021 and March 2022.

As noted in table 3 below, the parties have agreed to and “signed-off” on fifteen (15) items. In addition to housekeeping and administrative changes, the parties agreed to other issues during mediation. However, it is the Employer’s position that these items should form part of a final negotiated settlement.

Table 3: Proposals Agreed to by the Parties

ITEM	Employer proposal	Bargaining Agent proposal
Articles 41, 44, 46, 49, 62, Appendix A, Annexes A1 and A1-2, ED-EST Sub-Group pay notes, EU Group pay notes, Appendix D and Appendix F Replace: “Department of National Defence Canada” with “Department of National Defence”; and “Indian and Northern Affairs Canada”, “Department of Indian and Northern Affairs Canada” and “INAC” with “Department of Indigenous Services” and/or “ISC”;	X	
Clause 18.05 Delete: Furlough leave	X	
Article 21 Add one holiday: Designated Paid Holidays (DPH)	X	X
Clause 22.15 Delete: first paragraph, Injury-on-Duty leave		X

Article 25 Amend: Correctional Service Specific Duty Allowance	X	
Article 38 Increase: pay in lieu of DPH for Part-Time Employees	X	
Clauses 43.06 and 45.09 Withdraw: Shift change notice for LS and ED-LAT	X	
Clauses 44.20 and 47.02 Withdraw: Notice to Alliance when changing work schedules	X	
Article 46 Withdraw: Pedagogical Break		X
New clause 48.01 Withdraw: Overtime	X	
New clause 58.03 Withdraw: Medical Appointments for Pregnant Employees		X
Clause 60.01 Withdraw: Personal leave for 10-month teachers	X	
New article Withdraw: Deployment		X
Appendix B – Workforce Adjustment Replace: “cash” with “lump-sum”	X	

The PSAC declared impasse and filed for the establishment of a PIC on May 18, 2022. The Chairperson of the FPSLREB advised the parties in June 2022, that she was recommending the establishment of the PIC and also established that mediation should occur before the formal PIC hearings in an attempt to reach settlement or at least to bring the parties closer to settlement.

1.5 Bargaining Agent Proposals

The Bargaining Agent has submitted an extensive list of proposals, including new allowances and measures that currently do not exist in the EB collective agreement. As noted in the table below, the Bargaining Agent monetary proposals, which include annual economic increases of 4.5% over three years, are equivalent to an overall increase of 25.04%, compared to the 2021 EB wage base.

Table 4: Bargaining Agent Proposals

PROPOSAL	COST (Ongoing)	% OF WAGE BASE
Common proposals		
Leave for Indigenous Traditional Practices (up to 5 days per calendar year, to engage in traditional practices)	\$113,507	0.10%
NJC Bilingualism Bonus increased from \$800 to \$1,500	\$485,752	0.41%
Joint Learning Program \$210,000 monthly for pilot project	Costs reflected under Bargaining Agent Proposals for PA group	0.00%

Joint Learning Program base funding increase	Costs reflected under Bargaining Agent Proposals for PA group	0.00%
Increase accrual of vacation leave entitlements: <ul style="list-style-type: none"> • 3 weeks until the employee's 5th year of service; • 4 weeks commencing the month of the employee's 5th year of service; • 5 weeks commencing the month of the employee's 10th year of service; • 6 weeks commencing the month of the employee's 23rd year of service; • 6 weeks and 2 days commencing the month of the employee's 30th year of service; and • 7 weeks commencing the month of the employee's 35th year of service. 	\$1,034,134	0.87%
Various changes to the Maternity and Parental Leave and Allowance Provisions	\$332,650	0.28%
Social Justice Fund (new article) <i>(1 cent per hour worked for each employee in the bargaining unit)</i>	\$25,818	0.02%
Various changes to Leave With or Without pay for Alliance Business (Article 14)	Unable to cost	TBD
Collective Agreement Implementation	Unable to cost	TBD
Childcare MOU (Appendix N): Workplace childcare funding model	Unable to cost	TBD
Sub-Total (Common Proposals):	\$1,988,668	1.67%
EB-specific proposals		
General economic increases (three years at 4.5% annually)	\$16,806,997	14.12%
Annex A1: Market adjustment 7% for all 12-month ED-EST teachers across all levels and teacher experiences	\$1,672,221	1.40%
Annex A1-2: Ontario ED-EST teachers receive a market increase of 4.3%	\$549,138	0.46%
Annex A1-2: Alberta ED-EST teachers receive a market increase of 5.2%	\$30,915	0.03%
Annex A1-2: Restructure for Vice-Principals - delete Level 1 rates	\$5,558	0.00%
Annex A1-2: Market adjustment for Ontario Vice-Principals by 4.3% and Alberta Vice-Principals by 5.2%	\$44,827	0.04%
Annex A1-2: Restructure for Principals - delete Level 1 rates	\$12,058	0.01%
Annex A1-2: Market adjustment for Ontario Principals by 4.3% and Alberta Principals by 5.2%	\$47,459	0.04%
Annex A1-2: National grids for teachers after receiving market adjustment	\$367,825	0.31%
Annex A1-2: National grids for principals and vice principals after receiving market adjustment	\$7,031	0.01%
Annex "A2" Market adjustment of 2.8% across all steps for ED-LAT-01 language teachers; and various market adjustment at - 5.9% for Level 1-step12, 5.7% for Level2-step13 and 5.6% for Level 3_step13 and Level4_step13	\$1,074,796	0.90%
Annex "A2" market adjustment of 2.8% across all steps for ED-LAT-02 language teachers; and various market adjustment at	\$118,962	0.10%

5.9% for Level1-step12, 5.7% for Level2-step13 and 5.6% for Level 3_step13 and Level4_step13		
Annex "A3" Restructure for ED-EDS- at each level add a new top step	\$626,047	0.53%
Annex "A3" market adjustment for ED-EDS all existing steps at all levels adjusted (approx.) 2.8%	\$1,164,684	0.98%
Annex "A4": Delete bottom step for Librarians (LS-1 to LS-5)	\$69,427	0.06%
Annex "A4": Add a new top step for Librarians: LS-1 (2.9%), LS-2 (3.1%), LS-3 (3.2%)	\$458,240	0.38%
Annex "A4": 10.0% market adjustment following restructuring (LS)	\$2,726,129	2.29%
Annex "A5": Create a new sub-group EU-ECE (Early Childhood Educators)	\$124,776	0.10%
Annex "A5": EU-TEA teacher's aide market adjustment of 4.3% for all regions**	\$44,426	0.04%
Annex "A5": EU-TEA teacher's aide market adjustment of 5.2% for Alberta**	\$0	0.00%
Annex "A5": EU-TEA teacher's aide: Following the market adjustments, harmonize the provincial grids into a national grid**	\$50,164	0.04%
Annex "A5": For other Education Support (EU) sub-groups, a market adjustment of 4.3%	\$11,437	0.01%
Clause 48.11: Increase Meal Allowance to NJC Lunch Rate (\$22.15 - April 1, 2022, rate)	\$1,733	0.00%
Article 48: Overtime at 2X (all overtime performed)	\$81,268	0.07%
Article 21: Designated Paid Holiday - Add National Day Truth and Reconciliation	see note 3	-
Article 19: Sick leave with pay <i>(change 'may' to 'shall' and increase the advance of unearned leave from 187.5 to 202.5 hours; upon request, unearned leave above 202.5 hours may be granted; reimburse costs associated with obtaining medical certificate)</i>	\$260,186	0.22%
Article 22.13: Family-related responsibilities <i>(increase from 37.5 to 75 hours per year, remove 'elderly', remove 'unforeseeable', add 'terminally ill family member', remove 7.5-hour cap on appointments with professional)</i>	\$1,464,223	1.23%
Article 30: Shift and weekend premiums <i>(increase from \$1.50 to \$5.00)</i>	\$368	0.00%
New Article: Indigenous languages allowances - employees using an indigenous language in the workplace: \$1,500 annually (no indexation)	Unable to cost	-
Sub-Total (EB-specific proposals)	\$27,820,893	23.37%
Grand Total	\$29,809,561	25.04%

Notes:

1. The following union proposal was not included either due to data limitations or a fundamental inability to effectively provide an estimated cost for these measures.
 - a. New Article: Indigenous languages allowances - employees using an indigenous language in the workplace: \$1,500 annually
 - b. various changes to Leave with or without pay for Alliance Business (Article 14)
 - c. Collective Agreement Implementation
 - d. Childcare MOU (Appendix N): Workplace childcare funding model
2. Numbers may not add up due to rounding.
3. The Government of Canada proclaimed that September 30 will be the National Day for Truth and Reconciliation (NDTR), a new national holiday. Article 30.02(l) entitled members of the bargaining group to a designated paid holiday to observe this day, starting in 2021.

The bargaining agent proposes to identify the NDTR in Article 30.02 while retaining the entitlement to one additional day when proclaimed by an act of Parliament as a national holiday. Generally, the productivity cost of introducing a new designated paid holiday is roughly equivalent to 0.37% of wages, assuming a similar economic increase proposal. Much like the productivity cost of introducing the NDTR in 2021, a new designated paid holiday introduced in future years would carry the same productivity cost.

1.6 Employer Proposals

The Employer proposes to negotiate improvements for the EB group that include fair economic increases, modernized language, increases to certain leave provisions, as well as other improvements. The Employer's detailed position on each outstanding items can be found in parts III and IV of the Employer's brief.

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

Table 5: Employer Monetary Proposals

EMPLOYER MONETARY PROPOSALS	ONGOING COST	% OF WAGE BASE
Economic increases over four years: 1.5%, 3%, 2% and 1.75%	\$10,122,370	8.50%
Article 38: Part-Time Employees – Increase pay in lieu of DPH to 4.6%	\$6,787	0.01%
Article 22: Combine personal and volunteer leave (15 hours)	\$25,394	0.02%
Article 22: bereavement for stillbirth (3 days paid leave)	cost not significant	0.00%
Article 30: Shift and weekend premiums increased to \$2.00	\$53	0.00%
TOTAL	\$10,154,604	8.53%

The Employer's proposals at the PSAC Common Issues table also include proposed language with regards to collective agreement duration and implementation that provides for reasonable implementation timelines and considers capacity and complexity. With this proposal, the Employer seeks to establish a new norm for implementation that recognizes the complexity of implementation and continues to distinguish between manual and automated transactions.

1.7 Common Proposals

As previously indicated, at the outset of this round of negotiations, the Employer and the Bargaining Agent agreed to convene a separate fifth table to negotiate items that would apply to all four tables (PA, SV, TC and EB), known as the "Common Issues Table".

Thirty-five (35) items, listed below, have been identified jointly by the parties for discussion at the Common Issues Table.

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

1. Article 2 Interpretation and Definition
2. Article 7 National Joint Council Agreements
3. Article 10 Information
4. Article 11 Check Off
5. Article 12 Use of Employer Facilities
6. Article 14 Leave with or without Pay for Alliance Business
7. Article 17 Discipline
8. Article 19 No Discrimination
9. Article 20 Sexual Harassment
10. Article 23 Job Security
11. Article 24 Technological Changes
12. Article 33 Leave, General
13. Article 34 Vacation Leave with Pay
14. Article 38 Maternity Leave without Pay
15. Article 40 Parental Leave without Pay
16. Article 41 Leave without Pay for the Care of Family
17. Article 56 Statement of Duties
18. Article 68 Duration
19. **New Article** The Right to Disconnect
20. **New Article** Protections Against Contracting Out
21. **New Article** Remote Work
22. **New Article** Equity in the Workplace
23. **New Article** Leave for Indigenous Traditional Practice
24. **New Article** Social Justice Fund
25. Appendix A-1 Rates of Pay
26. Appendix C Memorandum of Understanding with Respect to a Joint Learning Program
27. Appendix D Workforce Adjustment
28. Appendix F Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to the Implementation of the Collective Agreement
29. Appendix K Memorandum of Agreement with Respect to Implementation of Union Leave

30. Appendix M Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Mental Health in the Workplace
31. Appendix N Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Child Care
32. **New Appendix** Bilingualism Allowance and Language Training
33. **New Appendix** Memorandum of Understanding between the Treasury Board and the Public Service Alliance of Canada with Respect to Diversity and Inclusion in the Workplace
34. **New Appendix** Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Gender-Inclusive Language
35. Pay Simplification

Part II – Considerations

The Employer's monetary proposal for the EB group, outlined in **Part III** of this briefing, is aligned with Section 175 of the *Federal Public Sector Labour Relations Act*. This section outlines the key trends and data supporting the Employer's position.

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

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

2.1 Recruitment and Retention

The Treasury Board negotiates rates of pay that enable the Employer to recruit qualified employees and retain them in the public service. TBS reviews the compensation levels and monitors the compensation data on regular basis to identify signs of recruitment and retention challenges. Those signs include consistent decreases in total population,

growing numbers of employees leaving their positions for other employment opportunities, and persistently low response or low application rates to job advertisements.

The following section investigates if any of the above-mentioned concerns are present in the EB bargaining unit. The section includes four indicators: first, total population growth; second, total separations by reason; third, total number of hirings over time; and fourth, total applications per job advertisement. All three of the EB occupational groups are included with the reference period being between 2016-2017 and 2020-2021.

Total population

Table 6 below presents information for population change of three occupational sub-groups. Of the EB bargaining unit, the ED classification accounts for the largest share (around 75.0%), followed by the LS classification (22.6%) and the EU classification (2.4%). It is worth mentioning from the outset that given the small size of the EU classification (i.e., 26 people in 2020-21), any variation within the group may have a significant impact on the year over year comparison, which should be interpreted with caution.

For the ED classification, the population increased at an annual average rate² of 4.9%, outpacing the CPA average growth rate of 4.0%. The population in the LS and EU classifications, on the other hand, remained roughly stable over the reference period.

Table 6: Population

Population	2016-17	2017-18	2018-19	2019-20	2020-21
Population variation - EB Bargaining Unit					
12-months average population	916	932	981	1,006	1,041
Year-to-year (y/y) increase	--	1.8%	5.2%	2.6%	3.5%
Core Public Administration (CPA) y/y increase	--	2.1%	4.4%	5.2%	4.2%
Population variation - ED group					
12-months average population	644	658	712	740	779
Year-to-year (y/y) increase	--	2.1%	8.2%	4.0%	5.3%
Core Public Administration (CPA) y/y increase	--	2.1%	4.4%	5.2%	4.2%
Population variation - LS group					
12-months average population	241	244	236	236	235
Year-to-year (y/y) increase	--	1.0%	-3.1%	-0.3%	-0.2%

² The annual average growth rate is the average increase of the population over a period of time. It is the sum of year-to-year changes divided by the number of years. For example, the annual average growth rate of 4.9% for the ED group is equal to $(2.1\% + 8.2\% + 4.0\% + 5.3\%) / 4$.

Core Public Administration (CPA) y/y increase	--	2.1%	4.4%	5.2%	4.2%
Population variation - EU group					
12-months average population	31	31	33	30	26
Year-to-year (y/y) increase	--	1.1%	6.0%	-7.9%	-12.5%
Core Public Administration (CPA) y/y increase	--	2.1%	4.4%	5.2%	4.2%

Notes:

1. Figures include employees working in departments and organizations of the core public administration (FAA Schedule I and IV).
2. Figures include all active employees and employees on leave without pay (by substantive classification) who were full- or part-time indeterminate and full- or part-time seasonal.
3. Since the population figures are 12-month averages, the variation of the population from one year to the next will not match the net increase/decrease calculated by subtracting the total separations from total hires in the tables below.

Population growth as presented above is the result of separations (outflow) and hirings (inflow). In general, if there is a decreasing number of separations or an increasing number of hires, the group is not facing recruitment and retention challenges. To better understand the dynamics between the two, the following analysis presents how separations (Table 7) and hirings (Table 8) have evolved for the three occupational sub-groups.

Separations

The following section includes two types of separations: first, external separations, which occur when employees exit the CPA; and second, internal separations, which occur when employees move between groups within the CPA.

Table 7 presents external separations by reasons over the past five fiscal years. For the ED classification, a decreasing number of separations was observed. However, examining the number of separations alone, without considering total population growth, does not provide a clear picture on retention. Therefore, information on the separation rate, which is the number of employees who depart their jobs over the total number of employees, is also provided below.

For the ED classification, separation rates have decreased over time and have remained lower than the CPA averages for the last three fiscal years.

The LS classification data shows that the number of separations has decreased consistently since 2017-2018 and separation rates have remained comparable or below the CPA averages in four of the five fiscal years.

For the EU classification, noting the volatility of the data due to small sample sizes, their separation rates were below the CPA averages in three of the five fiscal years.

Table 7: Separations

Separations	2016-17	2017-18	2018-19	2019-20	2020-21
Separations - ED group					
External Separations	45	35	35	30	33
<i>Voluntary - Non-Retirements</i>	8	4	7	4	3
<i>Voluntary - Retirements</i>	34	20	24	22	27
<i>Involuntary</i>	3	8	1	1	0
<i>Unspecified</i>	0	1	3	3	3
Internal Separations	16	24	12	32	19
Total Separations (internal and external)	61	59	47	62	52
Total Separation Rate	9.5%	9.0%	6.6%	8.4%	6.7%
CPA Total Separation Rate	8.2%	8.3%	8.8%	9.0%	7.7%
Separations - LS group					
External Separations	12	15	16	14	10
<i>Voluntary - Non-Retirements</i>	2	4	3	7	2
<i>Voluntary - Retirements</i>	9	8	10	6	6
<i>Involuntary</i>	1	1	1	0	0
<i>Unspecified</i>	0	2	2	1	2
Internal Separations	4	10	4	5	6
Total Separations (internal and external)	17	25	20	19	16
Total Separation Rate	6.6%	10.3%	8.5%	8.1%	6.8%
CPA Total Separation Rate	8.2%	8.3%	8.8%	9.0%	7.7%
Separations - EU group					
External Separations	2	3	2	8	2
<i>Voluntary - Non-Retirements</i>	1	0	1	3	0
<i>Voluntary - Retirements</i>	1	2	1	5	2
<i>Involuntary</i>	0	1	0	0	0
<i>Unspecified</i>	0	0	0	0	0
Internal Separations	0	0	0	1	0
Total Separations (internal and external)	2	3	2	9	2
Total Separation Rate	6.6%	9.7%	6.1%	29.9%	7.6%
CPA Total Separation Rate	8.2%	8.3%	8.8%	9.0%	7.7%

Notes:

1. Figures include employees working in departments and organizations of the core public administration (FAA Schedule I and IV).
2. Figures include all active employees and employees on leave without pay (by substantive classification) who were full- or part-time indeterminate and full- or part-time seasonal.
3. External separations are separations to outside the CPA. Voluntary non-retirement separations include resignation from the CPA for: outside employment, return to school, personal reasons, abandonment of

position. It also includes separation to a Separate Agency. Voluntary retirement separations include all retirements due to illness, age, or elective. Involuntary separations include resignation under Workforce Adjustment, discharge for misconduct, release for incompetence or incapacity, cessation of employment - failure to appoint, dismissed by Governor-in-Council, layoff, rejected during probation, and death.

4. Internal separations are separations from the group to other groups within the CPA.

5. Total Separations rates are calculated by dividing the number of external and internal separations in a given fiscal year by the average number of employees.

Hirings

Table 8 shows the inflow of employees, hired from outside (external) or from inside (internal) the CPA, into the EB bargaining unit.

For the ED classification, the number of new hires increased steadily, averaging 13.1% over the reference period, while the CPA averaged 12.1% over the same period. In addition, the hiring rates have been above the CPA average in four of the five fiscal years.

The LS classification showed that the hiring rates have been below the CPA average. This is due to the fact that the LS classification has experienced lower separation than other groups within the CPA (Table 7), resulting in a lower need for hires.

For the EU classification, the hiring rate has grown substantially, almost doubling (from 6.6% to 11.4%) since the beginning of the reference period.

Table 8: Hiring

Hiring	2016-17	2017-18	2018-19	2019-20	2020-21
Hiring - ED group					
External Hiring	59	64	85	78	84
Internal Hiring	18	25	21	14	16
Total Hiring (external and internal)	77	89	106	92	100
Total Hiring Rate	12.0%	13.5%	14.9%	12.4%	12.8%
CPA Total Hiring Rate	9.2%	11.6%	14.1%	13.9%	11.5%
Hiring - LS group					
External Hiring	21	12	13	12	12
Internal Hiring	4	5	4	7	3
Total Hiring (external and internal)	25	17	17	19	15
Total Hiring Rate	10.4%	7.0%	7.2%	8.1%	6.4%
CPA Total Hiring Rate	9.2%	11.6%	14.1%	13.9%	11.5%
Hiring - EU group					
External Hiring	2	3	3	2	3
Internal Hiring	0	0	0	1	0

Total Hiring (external and internal)	2	3	3	3	3
Total Hiring Rate	6.6%	9.7%	9.2%	10.0%	11.4%
CPA Total Hiring Rate	9.2%	11.6%	14.1%	13.9%	11.5%

Source: PSC Appointments file

Notes:

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

Job advertisements

Table 9 presents job advertisement figures for the three occupational sub-groups. The analysis focuses on total applications per advertisement and total screened-in applications per job advertisement. These indicators shed light on how the labour market responds in times of hiring needs.

Table 9: Job advertisements

Job Advertisements	2016-17	2017-18	2018-19	2019-20	2020-21
Total Advertisements					
ED	15	22	29	36	27
LS	11	6	7	11	8
EU	2	2	2	3	2
CPA median	7	7	11	12	11
Total Applications per Advertisement					
ED	181	101	179	142	204
LS	61	36	167	122	139
EU	25	42	36	40	46
CPA median	77	66	106	97	134
Total Applications Screened-In Per Job Advertisement					
ED	118	71	130	100	147
LS	43	26	148	89	87
EU	21	37	32	35	42
CPA median	57	55	79	73	99

Notes:

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

For the ED classification, there has been an increasing number of applications per job advertisement over the reference period. Furthermore, of these applications, almost three-quarter had the necessary qualifications to be screened in to form a large pool of potential employees. Lastly, the ED group led the CPA average in terms of total applications per advertisement and total screened-in applications per job advertisement.

The LS group shows that although a small number of job advertisements were posted over the reference period, (which was due to low separations within the group), the total number of applicants per job advertisement has more than doubled, indicating an excess of supply from the labour market. Moreover, of these applications, an average of 73% had the necessary qualifications to be screened in to form a pool of potential employees.

For the EU group, there has been an increasing number of applications per job advertisement over the reference period. Similarly, on average over the five years, 88% of these applications had been successfully screened in.

Conclusion

The analysis illustrates that the Employer's value proposition is more than sufficient to recruit and retain qualified employees within the EB bargaining unit.

All three EB sub-groups have healthy separation and hiring statistics, with few employees leaving voluntarily to pursue outside employment opportunities. Job advertisements have also been met with a large supply of applications from the labour market. Furthermore, most of these applications were from potentially qualified candidates, as indicated by the large proportion of applicants who were screened in.

Consequently, the population grew steadily over the reporting period, indicating that there are no retention and recruitment challenges within the EB bargaining unit.

2.2 External Comparability

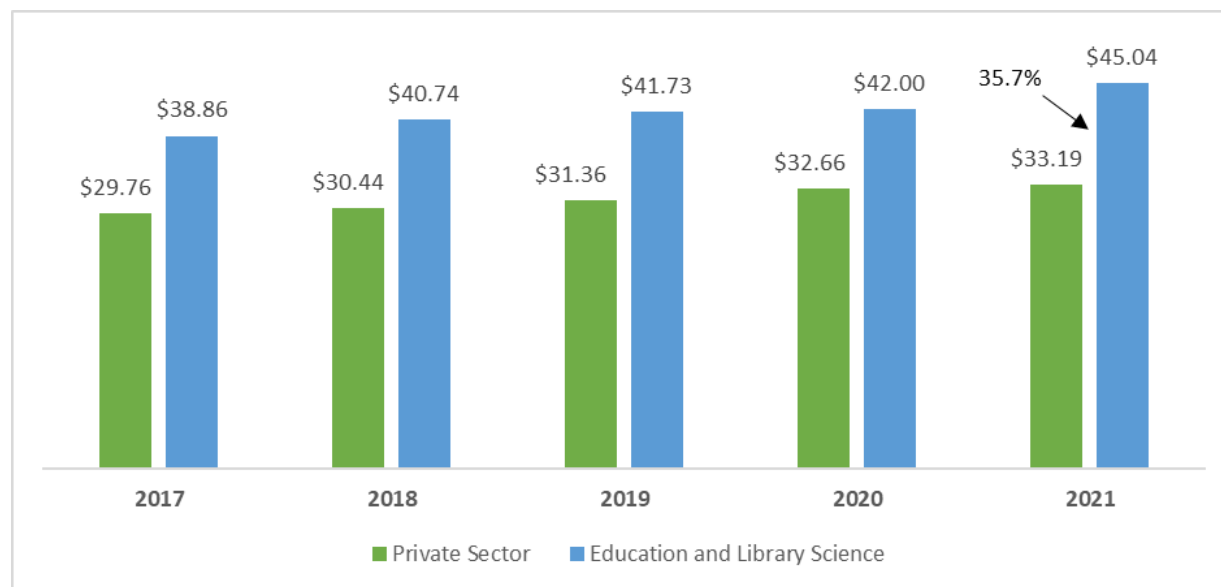
The Government of Canada's stated objective is to provide compensation that is competitive with, but not leading compensation provided for similar work in relevant external labour markets. TBS reviews labour market trends and conducts wage studies on a regular basis at the occupational group level.

Section 4.1 compares the EB salaries, adjusted for hours worked, with private sector hourly earnings. Section 4.2 provides analysis on the salaries of the EB positions to comparable positions in other provinces/territories. Lastly, section 4.3 presents the cumulative wage increases among the EB bargaining unit and the wage settlements in both public and private sectors.

Hourly wages for the EB group relative to the Private Sector

This section compares EB salaries, adjusted for hours worked, with private sector hourly earnings that Statistics Canada publishes in its Labour Force Survey. The private sector includes a broad spectrum of jobs, including some that are comparable to the EB group. When determining wage increases for its employees, the government needs to consider federal public service wages relative to the wages that most Canadians earn. As shown in Figure 1 below, the average hourly wage for the EB group has increased by 15.9% (from \$38.86 to \$45.04) between 2017 and 2021, while it has only increased by 11.5% (from \$29.76 to \$33.19) in the private sector over the same period. As a result, average hourly wages for EB workers in 2021 were 35.7% higher than those in the private sector.

Figure 1: Hourly Wage - Private Sector vs. Education and Library Science (EB)



Source: Labour Force Survey (Table 14-10-0134-0) statistics represents the gross taxable income of employees and includes additional payments besides base pay. Education and Library Science wages include base wage only and do not include allowances, overtime, and other premiums.

Summary of Provincial/Territorial External Wage Study

This section compares the salaries of EB positions with the salaries of comparable jobs in other provinces/territories. In February 2022, TBS surveyed provincial and territorial governments to evaluate the competitiveness of TBS base salaries for 13 positions in

the EB bargaining unit. The positions included six (6) EDEST01 positions from Level 1 to Level 6 (10-month teachers), two (2) EDEST03 positions (vice-principals), two (2) EDEST04 positions (principals), one (1) EUTEA01 position (teacher's aids), one (1) LS02 positions (librarians) and one (1) LS03 position (senior librarians).

Detailed job descriptions of these 13 positions were shared with, and job matching was conducted by, classification experts of the participating provinces/territories based on job content and professional judgement. As a rule of thumb, positions are considered a "good match" if at least 80% of the role is represented in the survey position capsule description.

TBS salary rates, effective on July 1, 2020, were compared to provincial/territorial salary rates as of 2020. Since the federal government has a similar pay policy with pay ranges and step progression to that of the provincial and territorial governments, TBS' maximum salary rates were compared to maximum salaries from the provinces/territories.

Among the 13 surveyed positions, 11 positions (EDEST01, EDEST03, EDEST04 and EUTEA01) were paid based on regional rates of pay, while only two (2) surveyed positions (LS02 and LS03) were paid based on a national basis. Consequently, TBS regional pay rates (i.e., Alberta payrate) of these 11 positions were compared with the rates from the corresponding province (i.e., the Government of Alberta). In cases where national rates are applied, TBS' compensation levels were compared to the market 50th percentile (i.e., P50) of the maximum wage for matched positions. Moreover, any anomalies and outliers seen in the data that could not be validated were removed from the analysis.

Compensation within a range of plus or minus 10% of TBS's target market positioning is generally considered to be within competitive norms and aligned with the market. TBS establishes comparisons within a range rather than for a single rate of pay to account for a certain degree of subjectivity in defining and comparing work across organizations.

Table 10 presents the results of the wage study. Of the 13 positions that were examined, six (6) positions (as flagged by N/A in the table) did not have sufficient matches. Of the remaining seven (7) positions, the salaries of three (3) positions (EUTEA02, LS02 and LS03) significantly exceeded the market (ranging from +19.8% to +34.9%), while the salaries of four (4) positions (EDEST Level 5, EDEST Level 6, EDEST03 level 2 and EDEST04 level 2) were deemed to be comparable with the market (ranging from -4.8% to +8.5%).

Table 10: Result of the provincial/territorial wage study

Stream	Payzone	Job	TBS position	Classification	TBS Max Salary	Base Salary	
						Market Max or P50 (\$)	TBS Max vs Market
ED	Alberta Payzone	1	Teacher Level 1	EDEST	\$54,258	N/A	N/A
		2	Teacher Level 2	EDEST	\$65,874	N/A	N/A
		3	Teacher Level 3	EDEST	\$73,319	N/A	N/A
		4	Teacher Level 4	EDEST	\$88,988	N/A	N/A
		5	Teacher Level 5	EDEST	\$92,606	\$97,287	-4.8%
		6	Teacher Level 6	EDEST	\$96,331	\$100,833	-4.5%
		7	Vice-principal Level 1	EDEST03	\$98,039	N/A	N/A
		8	Vice-principal Level 2	EDEST03	\$108,488	\$104,390	3.9%
		9	Principal Level 1	EDEST04	\$104,468	N/A	N/A
		10	Principal Level 2	EDEST04	\$113,309	\$104,390	8.5%
EU	Alberta Payzone	11	Teacher's Aide	EUTEA01	\$47,916	\$36,957	29.7%
	Quebec Payzone	11	Teacher's Aide	EUTEA01	\$49,058	\$40,144	22.2%
	Maritimes Payzone	11	Teacher's Aide	EUTEA01	\$45,469	\$33,716	34.9%
LS	National Payzone	12	Librarian	LS02	\$81,385	\$63,695	27.8%
	National Payzone	13	Senior Librarian	LS03	\$94,746	\$79,090	19.8%

Legend

	Above the market comparator (Greater than 10%)
	Within market comparator (+/- 10%)
	Below market comparator (Less than -10%)

Comparison of External Wage Growth

This section compares how wages have grown between 2012 and 2020 among the EB sub-groups relative to wage settlements over the same period in the public and private sectors (as measured by ESDC³). As shown in Table 11, all three occupational sub-groups enjoyed higher cumulative wage increases than what the public sector obtained over the same period (13.2%) and their cumulative wage increases outpaced inflation (14.2%). Furthermore, 75% of EB employees (those employed in the ED group) benefited from wage increases that outpaced private sector (18.1%) settlements over the same period.

Overall, the results further demonstrate that EB wages are highly competitive with the external labour market.

Table 11: EB Wage Growth vs. Other Sectors between 2012 and 2020

External Cumulative Increase Comparison (2012 - 2020)						
	ESDC Public	ESDC Private	CPI	EB Group		
	Sector	Sector		ED	LS	EU
Cumulative Increase (%)	13.2%	18.1%	14.2	19.2%	16.8%	16.4%

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

³ Wage settlements as reported by ESDC for employers that have more than 500 unionized employees. These data are weighted averages of the annual percentage "adjustments" in "base rates" during the period covered by the settlements. The "base rate" is the wage rate of the lowest paid classification containing a significant number of qualified workers in the bargaining unit. The "adjustments" include such payments as restructures and estimated cost-of-living allowance.

2.3 Internal Relativity

Internal relativity is a measure of the relative value of each occupational group within the core public administration. The Policy Framework on the Management of Compensation states that compensation should reflect the relative value to the Employer of the work performed, so ranking of occupational groups relative to one another is a useful indicator of whether their relative value and relative compensation align. Further, the *Federal Public Service Labour Relations Act* says that there is a need to maintain appropriate relationships with respect to compensation between classifications and levels.

Comparison of Internal Wage Growth, 2012 to 2020⁴

In the absence of any direct comparators for the EB positions in the CPA, the CPA average could be considered as an adequate benchmark for internal comparative purposes.

Table 12 shows the cumulative increases for the three EB occupational sub-groups and the CPA average. As presented in the table, ED group, which represents 75% of the overall EB population, benefited from cumulative wage increases (19.2%) that exceeded the CPA average (18.7%) from 2012 to 2020. On the other hand, LS and EU classification experienced slightly lower growth over the same period. This discrepancy is primarily due to other CPA groups receiving additional increases beyond pattern to address specific demonstrated recruitment and retention pressures and/or wage comparability issues in prior rounds of bargaining, which these two occupational sub-groups do not have, noting that they are between +19.8% to +34.9% ahead of P50 wages.

Overall, there has been no demonstration of issues with regards to internal relativity for the EB group.

Table 12: EB cumulative wage growth and weighted CPA average, 2012-2020

Internal Cumulative Increase Comparison (2012 - 2020)				
	CPA	EB Bargaining Unit		
		ED	LS	EU
Cumulative Increase (%)	18.7%	19.2%	16.8%	16.4%

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

⁴ The CPA average is weighted by the population of each bargaining group forming five employment categories: scientific and professional, administrative and foreign service, technical, administrative support, and operational. Percentages include economic increases, restructures, and terminable allowances.

2.4 Economic and Fiscal Circumstances

State of the Economy and the Government's Fiscal Position

Canada has managed a swift economic recovery, quickly reversing pandemic job losses despite multiple waves of COVID-19. After an unexpected and intense period of economic disruption, workers and businesses re-emerged and re-engaged in an altered economic landscape. This economic re-opening unfolded amidst pent-up demand, fueled by pandemic savings, which clashed with persistent supply constraints, resulting in a pronounced near-term surge in inflation.

Furthermore, the War in Ukraine and the resulting sanctions against Russia have weighed on global markets and consumer and business confidence, while leading to an additional surge in commodity prices. Higher commodity prices and persistent supply disruptions have exacerbated the inflationary pressures across the world.

Central banks throughout the world have responded to higher inflation by hiking interest rates from historical lows to reduce demand and lower inflation. The Bank of Canada, notably, announced cumulative interest rate increases of 300 basis points, with interest rates rising from a pandemic low of 0.25% to 3.25% as of September 2022.

These rate hikes have started to slow economic activity and the outlook for the end of 2022 and for 2023 has darkened quickly and dramatically.

Employment, which swiftly recovered from pandemic losses, has recently stalled, and in August 2022, declined for the third consecutive month⁵. Compared to peak employment in May 2022, employment had already declined by 113,500 in the last three months to August 2022.

Canadians have also experienced a negative wealth shock. Indeed, the collective net worth of Canadian households – that is, total assets minus liabilities – fell by nearly \$1 trillion in the second quarter of 2022, representing a 6.1%⁶ decline from the first quarter and ranking as the largest decline on record.

Many Canadians have responded to these worsening economic conditions by cutting back on their spending. According to Statistics Canada's latest reported figure, retail spending dropped 2.5% month over month in July 2022⁷, suggesting that consumers

⁵ Statistics Canada, Labour Force Survey, August 2022. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/220909/dq220909a-eng.htm>

⁶ Statistics Canada, National balance sheet and financial flows, second quarter 2022. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/220912/dq220912a-eng.htm>

⁷ Statistics Canada, Retail trade, July 2022. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/220923/dq220923a-eng.htm>

are becoming more frugal in the face of higher prices, falling wealth, and rapidly rising interest rates. Consumer spending is a critical component of real GDP growth and declining consumer spending is further evidence of an oncoming recession.

The following sections outline the state of the Canadian economy and labour market, conditions for the public service relative to those in other sectors, as well as the Government's fiscal circumstances. This includes an overview of gross domestic product (GDP) growth, consumer price inflation, and how the public service compares against the other Canadian workers, who are the ultimate payer of public services.

Real Gross Domestic Product (GDP) Growth

Real GDP growth, which is the standard measure of economic growth in Canada, provides an overall indication of the demand for goods, services, and labour. Lower real GDP growth reduces demand for employment, which increases unemployment and curbs wage increases. A decline in real GDP leads to lower economic output and levels of employment and little, if any, pressure for wage growth.

Prior to the sharp decline in real GDP in 2020, economic growth had moderated to 1.9% in 2019 (Table 13).

In 2020, due to the COVID-19 pandemic, real GDP fell 5.2% as economic activity was curtailed to protect Canadians and the fragile health care system.

Table 13: Real gross domestic production, year-over-year growth

	2019	2020	2021	2022(F)	2023(F)
Real GDP Growth	1.9%	-5.2%	4.6%	3.3%	1.2%

Source: Statistics Canada, Consensus Forecasts September 2022.

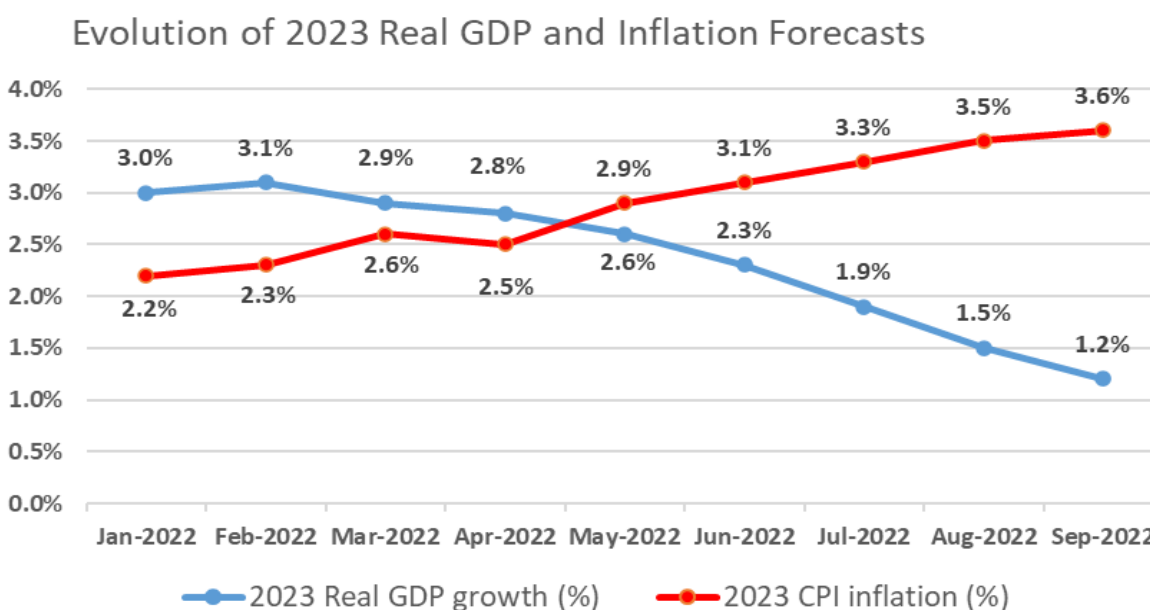
GDP returned to growth in 2021, increasing 4.6%. This rebound in growth was supported with historically high fiscal deficits and very stimulative monetary policy.

Real GDP matched its pre-pandemic levels earlier than expected in the fourth quarter of 2021⁸, marking the fastest recovery of the last three recessions. This economic resurgence, combined with the easing of public health restrictions and a strong housing market, helped boost economic activity. However, the productive capacity of the economy has been unable to keep up with consumer demand from a near fully re-opened economy.

⁸ Department of Finance, Budget 2022

Real GDP growth is, as of September 2022, forecast to come in at 3.3% in 2022, and at 1.2% in 2023. However, the outlook for economic growth in 2023 has been repeatedly downgraded, as can be seen in Figure 2. Initially, for 2023, the forecast called for continued robust real economic growth of around 3.0%. By September 2022, after months of continuous downgrades, the forecast had been slashed by 60% to 1.2%.

Figure 2: Evolution of 2023 Real GDP and CPI inflation forecasts



Source: Consensus Economics, September 2022

According to the Bank of Canada, slowing economic growth is mostly due to the impact of high inflation and more restrictive financial conditions on consumption and housing activity. This internal weakness has combined with a weaker outlook for global growth which has also impacted Canadian exports and business investment.

Risks to the Economic Outlook

As alluded to above, the economic outlook has recently deteriorated. Oxford Economics in their September 2022 Research Briefing stated⁹,

'Odds of a downturn in Canada have just crossed a tipping point and we now expect a moderate recession starting Q4 2022. The slump is mainly due to the impact of more aggressive rate tightening by the Bank of Canada, higher inflation for longer, and weaker external demand from looming recessions in the US and other advanced economies.'

⁹ Oxford Economics, Canadian economy headed for a hard landing, September 2022. Source: <https://www.oxfordeconomics.com/resource/canadian-economy-heading-for-hard-landing/>

The Oxford Economics Research Briefing cites Canada's historically high household debt and housing prices that have made the economy much more sensitive to changes in interest rates. Recent interest rate hikes by the Bank of Canada to combat inflation will cause debt service costs to jump and the significant housing correction already underway to deepen.

BMO economics is now also forecasting a recession in 2023, with 0% growth in the fourth quarter of 2022 and two quarters of negative growth in the first half of 2023.¹⁰

There is a growing consensus among economic forecasters that there will be a near-term recession, which should lead to increasing unemployment and slowing wage growth.

The Consumer Price Index

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

Annual 2020 CPI inflation increased 0.7% year-over-year, falling 1.2 percentage points from the 2019 annual inflation of 1.9%. According to Statistics Canada's 2020 CPI annual review data release,

This low level of inflation in 2020 was mostly attributable to a decline in consumer spending related to protective measures to restrict movement and encourage physical distancing during the pandemic.

In 2021, inflation on all items increased to 3.4%; however, excluding energy, the annual average CPI was much lower at 2.4% in 2021. Grocery prices rose an even more modest 2.2% in 2021, and prices for fresh vegetables fell relative to 2020.

Throughout 2021 and into 2022, the COVID-19 pandemic remained an important factor impacting prices. Inflationary pressures largely stemmed from a combination of continued global supply chain constraints and pent-up consumer demand as the economy reopened.

A report by the Parliamentary Budget Officer examining inflation found that over the entire pandemic period inflation was concentrated in certain items, and that, 'This finding is consistent with the view that supply or sector-specific issues are a key driver

¹⁰ BMO Economics, Canadian Economic Outlook for Sep. 23, 2022. Source: https://economics.bmo.com/media/filer_public/5d/bb/5dbb825c-8aab-49fe-908b-42f901174aa4/outlookcanada.pdf

of high inflation.¹¹ This finding suggested that once pandemic related supply issues were resolved, inflation should have fallen back to the 2.0% Bank of Canada target.

Unfortunately, pandemic related supply issues did not ease but were instead exacerbated by the War in Ukraine.

Recovering consumer demand combined with supply constraints led to overall excess demand in the Canadian economy in early and mid-2022. This strong consumer demand has made it much easier or more likely for businesses to pass cost increases on to consumers, resulting in higher inflation.

Starting from a low of 0.7% growth year over year in December 2020, inflation began a continuous upward climb, and briefly plateaued from October through to December 2021, reaching 4.8%. Then, the War in Ukraine which broke out in late February 2022 came as an unexpected shock and inflation began to rise again, breaching 5.0% in January 2022, through 6.0% in March, over 7.0% in May and then peaked in June 2022.

This culminated in June 2022, when CPI inflation peaked at a 40-year high of 8.1%. Statistics Canada noted that,

*'The increase was the largest yearly change since January 1983. The acceleration in June was mainly due to higher prices for gasoline, however, price increases remained broad-based with seven of eight major components rising by 3% or more.'*¹²

After June 2022, inflation began to quickly fall, slowing to 7.6% in July and 7.0% in August 2022. This trend is forecast to continue, with inflation expected to range between 1% and 3% in July 2023.

Table 14: Consumer Price Index, year-over-year growth

Indicator	2019	2020	2021	2022(F)	2023(F)
CPI (y/y) Consensus	1.9%	0.7%	3.4%	6.9%	3.6%
CPI (y/y) Bank of Canada	2.0%	0.7%	3.4%	7.2%	4.6%

Source: Statistics Canada, Consensus Forecasts (September 2021), Bank of Canada MPR July 2022.

The Bank of Canada is committed to restoring price stability, with low, stable, and predictable inflation. The Bank's stated goal is to get inflation back to its two percent target with a soft landing for the economy. To accomplish that, the Bank has repeatedly

¹¹ Office of the Parliamentary Budget Officer, Inflation Monitor- June 2022. Source: <https://www.pbo-dpb.ca/en/publications/RP-2223-006-S--inflation-monitor-june-2022--surveillance-inflation-juin-2022>

¹² Statistics Canada, June 2022 Consumer Price Index. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/220720/dq220720a-eng.htm>

raised interest rates for a total of 300 basis points from a pandemic low of 0.25% to 3.25% through September 2022 to prevent high inflation from becoming entrenched.

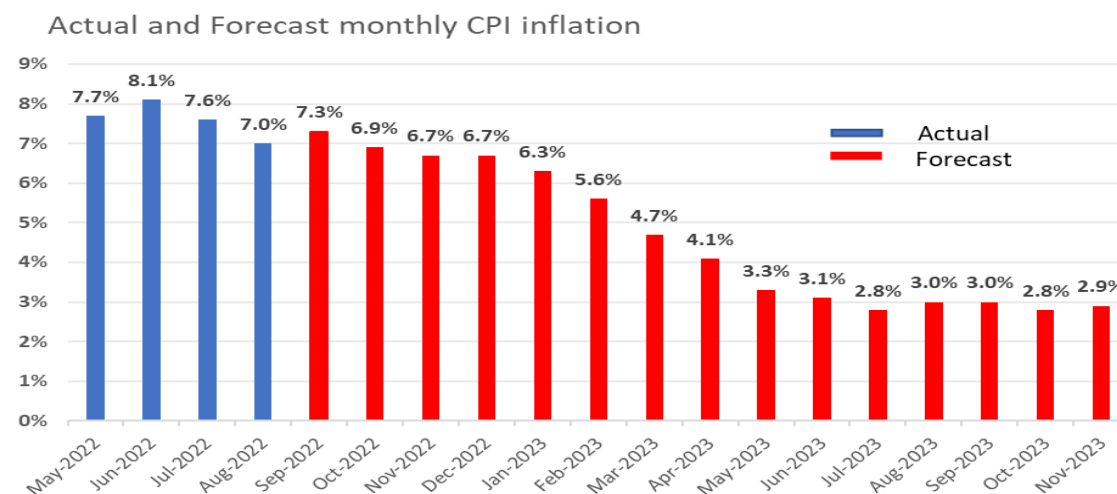
The Bank is rightly concerned that the longer inflation remains high, the more difficult and painful it will be to get inflation back down.

In a speech to the Conference Board of Canada, the governor of the Bank of Canada gave the following advice to businesses¹³:

'And my one bit of advice is, the high inflation we see today is not here to stay. So, when you're entering into longer-term contracts, don't expect that inflation is going to stay where it is now. You should expect that it's going to come down.'

So, where those are price contracts or wage prices, you should be expecting that inflation is going to come down. It is going to take some time for higher interest rates to work through the economy, but over the next two years we are confident inflation is going to come down back to our two percent target.'

Figure 3: Inflation expected to slow, year-over-year growth



Source: Consensus Economics, Consensus Forecasts, September 2022.

Risk to the inflation outlook

In their latest Monetary Policy report published in July 2022, the Bank of Canada (BoC) outlined several risks that would lower their forecast for inflation including¹⁴:

¹³ Transcript of panel discussion with Tiff Macklem, Governor at (Canadian Federation of Independent Business (CFIB)) Thursday, 14 July 2022, Source: <https://20336445.fs1.hubspotusercontent-na1.net/hubfs/20336445/cfib-webinars/Transcript-20220714-CFIB-Webinar.pdf>

¹⁴ Bank of Canada, Monetary Policy Report- July 2022. Source: <https://www.bankofcanada.ca/2022/07/mpr-2022-07-13/>

More severe global slowdown

- The BoC identified that the global economy could slow more than anticipated. Economy-wide disruptions could occur if rationing is implemented. At the same time, the impact of tighter financial conditions on household confidence and spending could be greater than expected. This could lead to slower growth in many regions. These shocks would be transmitted to the Canadian economy through weaker foreign demand, lower commodity prices and a deterioration in the terms of trade.

Sharper decline in housing activity and consumption in Canada

- The BoC forecasts that there will be a significant decline in housing activity. However, a steep drop in homebuyer sentiment could accelerate the decline in house prices. Significant drops in house prices would reduce household wealth and access to credit as well as undermine consumer confidence. This would weigh on demand, especially from highly indebted households that have taken out sizable mortgages to purchase a home. Higher borrowing rates and reduced access to credit could also have larger-than-expected dampening effects on household spending, business investment and employment.

Reversal of increases in the price of goods

- The BoC expects that the pandemic spike in goods prices will persist. However, these prices could decline as supply chain bottlenecks dissipate and demand moderates. Oil prices and transportation costs could decrease more sharply than expected or growth in goods consumption could slow more than projected, particularly in the United States. According to the BoC, if either of these scenarios occurs, inflation would be lower than projected.
- Since the release of the Bank of Canada's July Monetary Policy report, many of these risks have been realized, with world economic growth slowing and the Canadian housing market undergoing a correction where benchmark house prices have already fallen 7.4% from peak prices in the Spring of 2022¹⁵.

Canadian Labour Market

Canada experienced historic declines in labour market activity due to pandemic closures.

¹⁵ Bloomberg news, Housing Prices Grind Lower in Canada, Aiding Fight Against Inflation, September 15, 2022. Source: <https://www.bloomberg.com/news/articles/2022-09-15/home-prices-in-canada-drop-in-august-extending-market-s-slide?leadSource=uverify%20wall>

In March 2020, a sequence of unprecedented government interventions related to COVID-19 were put in place. These interventions resulted in a dramatic decline in economic activity and a sudden shock to the Canadian labour market, as evidenced by a historical tumble of the Canadian workforce in that month. Indeed, employment fell by more than one million in March 2020¹⁶. Employment losses totaled three million from February to April 2020, almost two million of which were in full-time work.¹⁷

After this sudden shock, Canada's labour market emerged strongly from repeated pandemic waves and as noted in Budget 2022, Canada has seen the fastest jobs recovery in the G7¹⁸.

Despite strong employment growth in 2021 and 2022, fixed-weight average hourly earnings, a measure of wage growth that controls for changes in employment in industries to better match underlying wage trends from Statistics Canada, has consistently lagged inflation. Fixed-weight average hourly earnings growth in 2021 was 2.8% and the forecast for 2022 is 3.9%. This figure for 2023 has recently been downgraded from an expected increase of 3.1% in June 2022.

Table 15: Labour market indicators, year-over-year growth

Indicator	2019	2020	2021	2022(F)	2023(F)
Average hourly earnings (y/y) (fixed weights)	2.6%	3.6%	2.8%	3.9%	2.8%
Unemployment rate ¹⁹ (%)	5.7%	9.5%	7.5%	5.4%	5.8%

Source: Fixed-weight average hourly earnings is from Consensus Economics, September 2022. Unemployment rate is from Statistics Canada, forecast is from Consensus Economics.

The weakening economic outlook has also led to an increase in the forecast unemployment rate, which, of September 2022, is set to increase to 5.8% in 2023. This is 0.4 percentage points higher than what was forecast three months ago, and it will likely be revised upwards again as more economists update their forecasts to factor in either a recession or a more pronounced slowdown in economic growth.

¹⁶ Statistics Canada, Labour Force Survey, March 2020. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/200409/dq200409a-eng.htm>

¹⁷ Statistics Canada, Labour Force Survey, April 2020. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/200508/dq200508a-eng.htm>

¹⁸ Department of Finance, Budget 2022, A Strong Recovery Path, Overview: Economic Context. Source: <https://budget.gc.ca/2022/report-rapport/overview-aperçu-en.html#2022-0>

¹⁹ Statistics Canada, Employment and Unemployment rate, annual. Source: <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1410037501>

A recent report²⁰ also found that the public sector accounted for a large majority (86.7 percent) of all net new jobs created since the start of the pandemic and that there was little net job creation in the private sector, even when including self-employment.

The report found that, *'Net jobs increased in the private sector by just 0.4 percent between February 2020 and July 2022 compared to an increase in net jobs of 9.4 percent in the government sector.'*

This report implies that job creation in the sectors of the economy more exposed to market forces have not fared as well as the public sector.

Working Conditions in the Public Sector Versus the Private and Other Sectors

The reference to the “state of the Canadian economy” in section 175 (e) of the FPSLRA also encompasses the economic prospects of Canadians relative to those of federal government employees. It is important to acknowledge and to take into consideration that public sector workers enjoy advantages over the average private sector worker, namely with regards to pension and benefit plan coverage and plan quality, job security, paid time-off and average age at retirement.

Pre-pandemic, public servants provided invaluable services to Canadians, with the Canadian public service ranked as the number one country in civil service effectiveness by the Institute for Government.²¹

During COVID, they worked even harder, and this service is greatly appreciated.

According to the annual report on the public service:

*'More than ever, Canadians relied on their Federal Public Service. In the face of uncertainty, the Public Service remained a steady and dependable force, while demonstrating creativity and flexibility to respond to the evolving needs of Canadians during the pandemic.'*²²

That said, the public service also enjoys good pay relative to the comparable private sector. Using 2015 wage data from the 2016 Census, the most comprehensive data set

²⁰ Fraser Institute, Comparing Government and Private Sector Job Growth in COVID-19 Era, September 2022. Source: <https://www.fraserinstitute.org/studies/comparing-government-and-private-sector-job-growth-in-the-covid-19-era>

²¹ Institute for Government, 2017. Source: New index ranks best performing civil services in the world | The Institute for Government

²² Clerk of Privy Council and Secretary to the Cabinet, 29th Annual Report to the Prime Minister on the Public Service of Canada. Source: <https://www.canada.ca/content/dam/pco-bcp/documents/clk/29-eng.pdf>

available, full-time, full-year wages and salaries for federal government workers were 17% higher than those in the private sector (\$77,543 versus \$66,065).²³

A more recent 2020 study²⁴ found that Canada's government-sector workers (from federal, provincial, and local governments) enjoyed an 9.4% wage premium in 2018, on average, over their private-sector counterparts in 2018 after controlling for important characteristics like gender, age, marital status, education, tenure, size of firm, job permanence, immigrant status, industry, occupation, province, and city.

Public sector workers are nearly four times more likely to be covered by a registered pension plan than their private sector counterparts (90.2% versus 24.1%).²⁵ Moreover, pension plans in the public sector tend to be of the defined benefit (DB) type, where pension benefits are guaranteed by the employer. Indeed, public sector workers are more than eight times more likely to be covered (81.7% versus 9.6%) by a DB pension plan than their counterparts in the private sector where DB pensions are quickly disappearing²⁶. In fact, many of these surviving private sector DB plans are already closed to new employees, indicating that DB pension plan coverage in the private sector will continue to decline into the future.

Furthermore, the federal public service pension plan offers full protection against inflation; a guarantee that is not available in all pension plans, and not even in all public service plans. For example, it was announced that New Brunswick's largest government employee pension fund cannot afford to pay retired employees a full cost-of-living increase on retirement benefits for 2023.²⁷

The benefit of a more secure retirement is further compounded by an earlier average age of retirement in the public sector. Public sector workers' average retirement age is 2.4 years younger than that of private sector workers.²⁸

²³ Statistics Canada, custom tabulation of 2015 wages and salaries from the 2016 Census.

²⁴ Comparing Government and Private Sector Compensation in Ontario, 2020, Fraser Institute. Calculations by the Fraser Institute using Statistics Canada data from custom tabulation Labour Force Survey data on Job losses by Reasons and Class of workers. <https://www.fraserinstitute.org/studies/comparing-government-and-private-sector-compensation-in-canada-2020>

²⁵ Pension plans in Canada, as of January 1, 2021, Statistics Canada, Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/220718/dq220718a-eng.htm>

²⁶ DB plan coverage shrank from 21.3% in 2000, 18.3% in 2005, 12.7% in 2010, 9.9% in 2015 and 9.6% in 2020.

²⁷ CBC news, N.B. government employee pensions unable to fund full cost of living amounts in 2023- Shared-risk plans struggle to keep up with record inflation. Source: <https://www.cbc.ca/news/canada/new-brunswick/nb-government-employee-pension-cost-living-1.6575404>.

²⁸ Comparing Government and Private Sector Compensation in Ontario, 2020, Fraser Institute. Calculations by the Fraser Institute using Statistics Canada from custom tabulation Labour Force Survey data on Job losses by Reasons and Class of workers. <https://www.fraserinstitute.org/studies/comparing-government-and-private-sector-compensation-in-canada-2020>

Prior to the COVID-19 pandemic, public sector workers had greater job security than their private sector counterparts. When examining job losses as a percentage of total employment – a proxy for job security – public sector workers were five times less likely to experience job loss than those in the private sector (0.5% versus 2.3%).²⁹ This analysis excludes job losses as result of an end of temporary, casual, and seasonal jobs, which, if included, would widen the gulf between the sectors.

The pandemic has brought into starker relief the greater degree of job security enjoyed by public servants, whose income and future pension benefits remained unaffected. Conversely, many Canadians experienced job and income losses and as a result have become increasingly financially vulnerable.

During the initial waves of the pandemic, the federal government implemented a comprehensive suite of measures to help employees, including front-line workers, to manage the impacts of the COVID-19 pandemic. For example, employees were being provided “Leave With Full Pay for Other Reasons (699 Leave)” where they could not work because they were required to self-isolate, care for children, suffered from COVID-19 symptoms (diagnosed or not), were at high risk of developing a severe illness from COVID or lived with someone who is at high risk of developing a severe illness. In fact, more than one in three federal public servants were granted paid time off work as 699 leave during the first nine months of the COVID-19 pandemic whereas it is unclear whether and to what extent other workers benefited from similar provisions. The advantages for federal public service employees in pension and benefit coverage availability is further extended to a quality advantage. A recent comprehensive study prepared for the Treasury Board of Canada Secretariat (TBS) by Mercer,³⁰ which directly compared employer costs of pensions and benefits, determined that the public service’s plans were 24% more expensive than those in the general Canadian marketplace. Applied to a base salary of \$73,000, close to the public service average, a 24% pension and benefit premium represents \$2,800 or 3.9% of base pay higher than those outside the public service. The study noted that the source of this federal public service premium:

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

²⁹ Comparing Government and Private Sector Compensation in Ontario, 2019, Fraser Institute. Calculations by the Fraser Institute using Statistics Canada from custom tabulation Labour Force Survey data on Job losses by Reasons and Class of workers. <https://www.fraserinstitute.org/studies/comparing-government-and-private-sector-compensation-in-ontario-2019>

³⁰ Results Report: Pension and Benefit Benchmarking by Industry Sector. Mercer (2019).

The ability to work from home, or hybrid work, is also viewed by many as an employment perk. Nicholas Bloom, a Stanford economics professor, has studied remote and hybrid work for years and found that, *'People report repeatedly in survey after survey that they value it at somewhere like 7% or 8% of a pay increase. A free pension plan is about the same value to employees.'*³¹

Statistics Canada through the Labour Force Survey began tracking the proportion of workers with a hybrid work arrangement since January 2022. In the wider Canadian labour force, the proportion of workers with hybrid arrangements was 8.6% in August 2022.³² While there are no published statistics on the percentage of federal employees that are currently working under a hybrid arrangement, it is certainly many times higher than the 8.6% in the wider economy and has added another metric by which the federal public service has an advantage over other working Canadians.

It is the Employer's position that these protections and benefits, inclusive of the greater job security enjoyed by public servants, are competitive and merit consideration when assessing the value of its offer and the baseline value of being a federal public servant.

Recommending generous wage increases would only further expand and entrench the inequity between the federal public service and other Canadians. Raises serious equity concerns between the benefits and job security enjoyed by federal public servants and the Canadians whose tax dollars fund them and who do not have access to the same entitlements.

Fiscal Developments

The Government of Canada had adopted the position that reasonable deficit spending that targets Canada's middle-class can boost economic growth, provided that appropriate trade-offs are made to avoid accumulating excessive debt loads. Higher debt levels lead to higher borrowing costs, and as a result, fewer resources for spending priorities.

Prior to the COVID-19 pandemic crisis, the deficit was \$14 billion for fiscal year 2018-19, followed by a pre-pandemic December 2019 forecast deficit of \$26.6 billion for

³¹ Time.com/Charter, 'What We Know Now About the Business Impact of Hybrid Work', Kevin J. Delaney, Source: [What We Know Now About the Business Impact of Hybrid Work | Time](#)

³² Statistics Canada, Labour Force Survey, August 2022. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/220909/dq220909a-eng.htm>

2019-20,³³ and an average forecast deficit of around \$20 billion per year over the fiscal years 2020-21 to 2024-25.

However, with the unprecedented economic shock of COVID-19, the Government committed to help Canadian households and businesses weather the storm.

This pandemic effort came at a high fiscal cost, which was acknowledged in the foreword to Budget 2022,

'The money that rescued Canadians and the Canadian economy—deployed chiefly and rightly by the federal government to the tune of eight of every ten dollars invested—has depleted our treasury.

Our COVID response came at a significant cost, and our ability to spend is not infinite. We will review and reduce government spending, because that is the responsible thing to do.

And on this next point, let me be very clear: We are absolutely determined that our debt-to-GDP ratio must continue to decline. Our pandemic deficits are and must continue to be reduced. The extraordinary debts we incurred to keep Canadians safe and solvent must be paid down.

*This is our fiscal anchor—a line we shall not cross, and that will ensure that our finances remain sustainable so long as it remains unbreached.*³⁴

Consequently, the federal deficit and debt have increased exponentially in 2020-21 and beyond because of the additional spending on the COVID-19 economic response plan and the sharply lower revenues due to lockdowns. The deficit for 2020-21 increased from a projected \$25.1 billion pre-COVID-19 to \$327.7 billion³⁵ — a more than thirteen-fold increase.

Higher deficits continue in 2021-22, forecast at nearly \$114 billion, and nearly an additional **\$150 billion** in projected deficits from 2022-23 to 2026-27 (Table 16).

Table 16: Fiscal outlook (\$ billions)

Revenues and Expenses (\$ billions)	Projection						
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
Budgetary revenues	316.4	394.4	408.4	429.5	450.8	475.1	496.0
Program expenses, less net actuarial losses	608.5	473.0	425.4	430.4	439.2	453.1	463.3

³³ Department of Finance, Economic and Fiscal Update 2019, table A1.2. December 2019. Source: <https://www.budget.gc.ca/efu-meb/2019/docs/statement-enonce/anx01-en.html#s9>

³⁴ Department of Finance, Budget, 2022, Foreword. Source: <https://budget.gc.ca/2022/report-rapport/intro-en.html#wb-cont>

³⁵ Department of Finance, Fiscal Reference Tables, December 2021, <https://www.canada.ca/en/department-finance/services/publications/fiscal-reference-tables/2021.html>.

Public debt charges	20.4	24.9	26.9	32.9	37.0	39.8	42.9
Net actuarial losses	-15.3	-10.3	-8.9	-6.1	-2.4	-0.8	1.8
Budgetary balance	-327.7	-113.8	-52.8	-39.9	-27.8	-18.6	-8.4
Federal debt	1,048.7	1,160.8	1,213.7	1,253.6	1,281.4	1,300.0	1,308.4

Source: Department of Finance, Budget 2022

The deficits forecasted in the Budget 2022 are underpinned by a much rosier economic outlook than is currently forecast. For Budget 2022, real economic growth was forecasted at 3.9% for 2022 and at 3.1% for 2023 whereas the latest consensus forecast from September 2022 projects growth of 3.3% for 2022 and 1.2% for 2023³⁶. With lower forecast economic growth, all else equal, the upcoming deficit figures for 2022-23 and beyond would be higher because of a smaller economy than foreseen in Budget 2022.

An even worse outcome for the fiscal projection would be a recession in 2023. As noted in a World Bank Report,

*'To stem risks from persistently high inflation, and in a context of limited fiscal space, many countries are withdrawing monetary and fiscal support. As a result, the global economy is in the midst of one of the most internationally synchronous episodes of monetary and fiscal policy tightening of the past five decades.'*³⁷

As the outlook for real economic growth declines, and with increasing warning signs of a near-term recession, deficits will be higher as will scrutiny of government spending.

Higher deficits and rising interest rates have combined to increase the Government's public debt charges, i.e., the interest costs on the federal debt. Public debt charges are projected to more than double from the \$20.4 billion in 2020-21 to \$42.9 billion in 2026-27.

The ability to borrow and spend these significant amounts at relatively affordable interest rates is reflective of earlier fiscal discipline and confidence in the Government's ability to prudently manage post-pandemic spending and deficits.

Personnel costs typically account for a sizeable share of direct program expenses. In 2019-20, they represented 36.3% of direct program expenses. While their share fell to 19.8%³⁸ in 2020-21, it is because of the unusual contribution of emergency pandemic spending. Nevertheless, personnel costs, excluding net actuarial losses, stood at \$59.6

³⁶ Department of Finance, Budget 2022, Table A1.1 Average Private Sector Forecasts, and Consensus Forecasts, September 2022.

³⁷ World Bank Group, Is a Global Recession Imminent? Justin Damien Gu  nette, M. Ayhan Kose, and Naotaka Sugawara.

³⁸ Public Accounts of Canada 2021, Table 3.9 Expenses by Object. Source: <https://www.tpsgc-pwgsc.gc.ca/recgen/cpc-pac/2021/vol1/s3/charges-expenses-eng.html#sh6> and Fiscal Reference tables, Table 7: Expenses

billion dollars in 2020-21 and remained one of the largest components of direct program expenses. Because personnel costs constitute a major component of government spending, careful attention and management of these costs is an important consideration, including to negotiate wage increases on behalf of taxpayers.

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

These pension and benefit legacy costs became so large that they are now represented as a separate line-item in the fiscal forecast. Titled 'Net Actuarial Losses', these costs were forecast in Budget 2022 to cost an additional **\$43.8** billion dollars over six fiscal years from 2020-21 to 2025-26³⁹.

The Government manages total compensation costs prudently on behalf of Canadians. Large increases in the costs of pensions and benefits would necessitate that wage growth slow to help mitigate the overall total compensation increase. While pensions and benefits are not bargained directly, bargaining agents should be cognizant that existing pensions and benefits are getting much more expensive, to the tune of tens of billions of dollars more expensive. In the private sector this would likely result in benefit cuts and higher co-pays for employees or lower wage increases to maintain manageable total compensation cost growth.

In that context and given that compensation accounts for such a sizeable share of the government's expenses, responsible fiscal management strongly implies that wage increases should reflect the much higher costs of providing future benefits, and the huge sums that the government has invested in helping Canadians through the pandemic.

2.5 Replication Principle

CPA Settlements to Date for Fiscal Year 2021-2022

As part of the previous round of negotiations, 20 collective agreements from the core public administration and 20 collective agreements from separate agencies have been concluded with base economic increases of 1.5% for the 2021-2022 fiscal year. The replication principle stipulates that a PIC should seek to replicate the agreement that the parties would have reached had they been able to negotiate a settlement themselves. The Bargaining Agent has already agreed to this economic increase for two groups that they represent in the CPA and SA, those being the Border Services (FB) and their

³⁹ Department of Finance, Budget 2022, Table A1.4 Summary Statement of Transactions.

membership in the Office of the Auditor General (OAG). Furthermore, the Statistics and Survey Operations arbitration report that was issued on October 28, 2022, awarded 1.5% for this fourth year. As the evidence presented in this brief has shown, none of the circumstances faced by the EB group set them apart from others who have settled at the pattern in 2021-22 or would suggest that the parties should have agreed to a different rate.

The table below illustrates that the increase in wages produced by settlements in other unionized environments are significantly lower than the demands outlined by the Public Service Alliance of Canada.

Table 17: Major Wage Settlements in All Jurisdictions (Aggregated Private and Public Sectors) by Year

Year	Number of Agreements	Number of Employees	Duration of Agreements in months (average)	Average Annual Percentage Adjustment across all settlements
2013	484	1,092,600	36.8	1.4%
2014	246	689,808	45.8	1.7%
2015	243	757,548	42.8	1.2%
2016	284	1,075,189	46.9	1.4%
2017	216	845,401	39.6	1.7%
2018	206	709,788	42.1	1.3%
2019	240	635,602	41.9	1.6%
2020	142	711,453	41.1	1.6%
2021	124	917,131	41.1	1.9%
2022	19	144,359	44.7	1.7%

Provincial and Territorial Government Compensation

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

The Government of Quebec has reached agreements for two of its collective bargaining groups with the Syndicat de la fonction publique et parapublique du Québec. The first agreement covers 32,380 technicians and trades workers and provided increases of 2.0% in 2020-2021, 2.0% in 2021-2022 and 2.6% in 2022-2023, while an agreement with its 20,564 professional employees (i.e., economists, actuaries, policy analysts) provided wage increases of 2.0%, 2.0% and 2.4% over the same period.

The Nova Scotia Government and General Employees Union, representing 7,946 administrative services, technical services, operational services, and professional services provided increases of 1.5% in both 2021-2022 and 2022-2023, and increases of 3.0% and 0.5% in 2023-2024.

The Yukon Government reached a settlement with the Yukon Association of Education Professionals, covering 4,149 education professionals providing increases of 1.75% in 2022-2023, 1.8% in 2023-2024 and 1.8% in 2024-2025.

Finally, the BC General Employees' Union's public service bargaining committee has reached a tentative agreement with the provincial government's B.C.'s Public Service Agency. The agreement, which was ratified on October 18, 2022, covers 33,000 employees. It provides wage increases of 25 cents per hour plus an increase of all pay rates of 3.24% in 2022-2023, rates of pay to be increased by the annualized average of BC CPI over 12 months starting on March 1, 2022, from a minimum of 5.5% to a maximum of 6.75% in 2023-24, and rates of pay to be increased by the annualized average of BC CPI over 12 months starting on March 1, 2023, from a minimum of 2% to a maximum of 3% in 2024-25.

It is important to note that the settlement in BC is an outlier when compared to wage settlements in other jurisdictions as well as broader settlements in unionized environments across the private and public sector. As noted in table 17 above, settlement data published by Employment and Social Development Canada's Labour Program, average annual wage increases achieved thus far in 2022 have hovered at or below 2% for the year.

Additionally, historical context is important when comparing wage increases in the federal government vs. those in BC. As the table below indicates, BC has exercised wage freezes in 2001, 2012, and 2015, whereas the federal government has not resorted to a wage freeze since at least the turn of the millennium. Moreover, the increases achieved below do not include the use and application of the group specific elements that the federal government has used extensively in recent rounds of bargaining.

Table 18: Cumulative pattern increases: Federal Core Public Administration vs. British Columbia pattern mandate increases

Year	Pattern Economic Increases in the Federal Core Public Administration	Equivalent BC "Mandate" Wage Increases
2007	2.30%	2.00%
2008	1.50%	2.00%
2009	1.50%	2.00%
2010	1.50%	2.00%
2011	1.75%	0.00%
2012	1.50%	0.00%
2013	2.00%	1.50%
2014	1.25%	2.00%
2015	1.25%	0.00%
2016	1.25%	1.00%
2017	1.25%	1.50%
2018	2.80%	1.50%
2019	2.20%	1.50%
2020	1.50%	2.25%
2020	1.35%	2.25%
2021	1.50%	2.25%
Cumulative Pattern Wage growth	29.91%	26.53%

The First Agreement in the 2021-22 Round of Collective Bargaining

On October 21, 2022, the Government of Canada reached its first tentative agreement for the 2021-2022 round of collective bargaining with the Association of Canadian Financial Officers (ACFO) for the newly formed Comptrollership (CT) group. The tentative agreement was ratified by ACFO members on October 28, 2022, and will be recommended for approval of the Treasury Board.

The CT tentative agreement covers over 6,500 employees working in the CPA, spanning a four (4) year period (2022 to 2026) and provides general economic increases of 3.5%, 3.0%, 2.0% and 2.0%.

In addition to this 10.91% in economic increases the Employer is also providing a signing bonus, valued at 2% of the employees' substantive annual rate of pay on November 8, 2022 (the day after the new agreement comes into effect).

This agreement is more generous than the average public and private sector agreements during this time period and is aligned with what is being offered to the EB group. Therefore, the Employer submits that its offer should be considered the top end of what can be recommended while still aligning with the replication principle.

2.6 Total Compensation

This section demonstrates that, in addition to competitive wages, employees in the EB group enjoy a substantial pensions and benefit package. All terms and conditions of employment, including supplementary benefits, need to be taken into account in evaluating external comparability, even if they are not subject to negotiation.

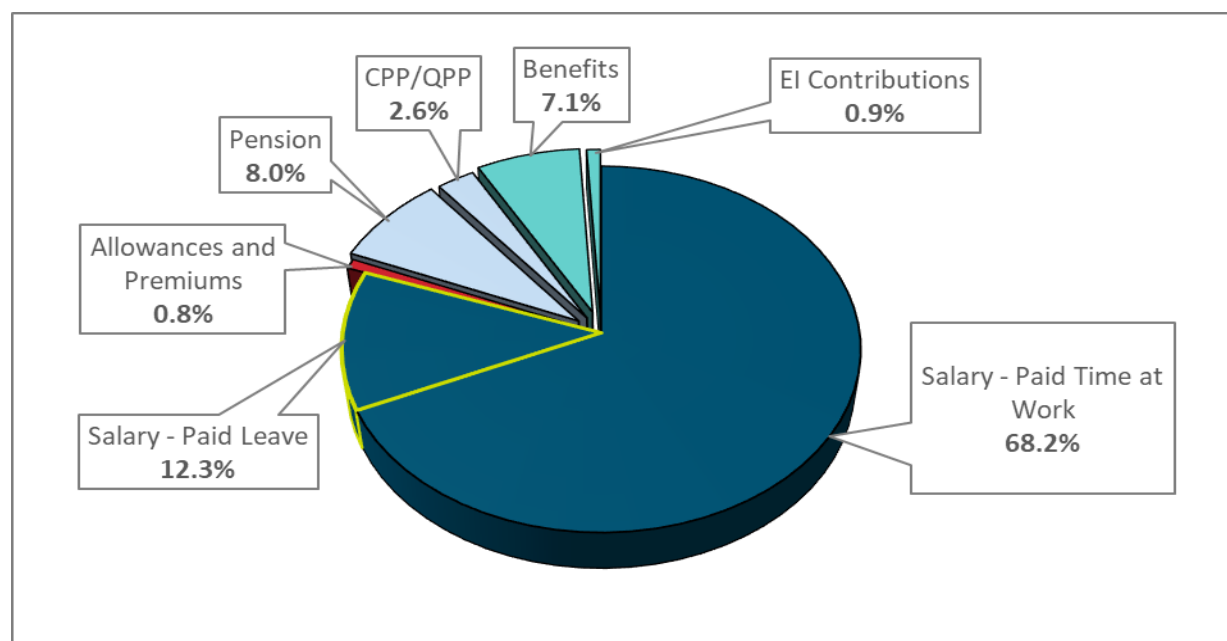
In addition to wages, total compensation is composed of paid and unpaid non-wage benefits, such as employer contributions to pensions, other employee benefit programs (i.e., health and dental) and additional allowances.

As seen in Figure 4 below, a detailed breakdown of total compensation of a typical employee shows that:

- Base pay for time at work represented 68.2% of total compensation for employees of the EB bargaining unit;
- Pension and benefits, including life and disability insurance, health, and dental plans, represented 15.1% of total compensation; and
- Allowances and premiums accounted for 0.8% of total compensation.

Overall, the figure shows that base wage is only one component of the group's total compensation package. EB employees also benefit from substantial paid leave and an advantageous pension and benefit package.

Figure 4: Total Compensation Components – Education and Library Science (EB) group



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

As noted below, the Employer is proposing a four-year duration to expire on June 30, 2025, while the Bargaining Agent proposes a three-year duration to expire on June 30, 2024.

Table 19 below compares the wage proposals from the Employer and the Bargaining Agent.

Table 19: Employer and Bargaining Agent Wage Proposals

	EMPLOYER PROPOSALS	BARGAINING AGENT PROPOSALS
Economic increases	<p><u>On July 1, 2021</u>, increase rates of pay by 1.5%.</p> <p><u>On July 1, 2022</u>, increase rates of pay by 3.0%.</p> <p><u>On July 1, 2023</u>, increase rates of pay by 2.0%.</p> <p><u>On July 1, 2024</u>, increase rates of pay by 1.75%.</p>	<p><u>On July 1, 2021</u>, increase rates of pay by 4.50%.</p> <p><u>On July 1, 2022</u>, increase rates of pay by 4.50%.</p> <p><u>On July 1, 2023</u>, increase rates of pay by 4.50%.</p>
Wage adjustment or restructures		<p>Unless otherwise specified, all adjustments occur July 1, 2021, prior to application of the annual economic increase:</p> <p><u>ED-EST (12-month)</u></p> <ul style="list-style-type: none"> Market adjustment of 7% across all levels and teacher experiences. Fixing the transitional provision: The Union proposes a MOU to address the inequities of the transitional provision 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. 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 and seniority. <p><u>ED-EST (10-Month)</u></p> <ul style="list-style-type: none"> All Ontario rates shall receive a market increase of 4.3% All Alberta rates shall receive a market increase of 5.2% <p><u>ED-EST Vice-Principal and Principal</u></p> <ul style="list-style-type: none"> Deletion of Level 1 rates for both VP and Principals Deletion of pay note language around qualifications (see below)

	EMPLOYER PROPOSALS	BARGAINING AGENT PROPOSALS
		<ul style="list-style-type: none"> • Incumbents who do not have a provincial principal qualification where now required shall be grandfathered • Level 2 wage grid will form new VP and Principal wage grid • All Ontario 10-month rates shall receive a market increase of 4.3% • All Alberta 10-month rates shall receive a market increase of 5.2%. <p><u>ED-LAT 1</u></p> <ul style="list-style-type: none"> • Increase of 2.8% across all steps excluding final step on each level where the Union instead proposes the following increases: <ul style="list-style-type: none"> • Level 1, Step 12: 5.9% • Level 2, Step 13: 5.7% • Level 3, Step 13: 5.6% • Level 4, Step 13: 5.6% <p><u>ED-LAT 2</u></p> <ul style="list-style-type: none"> • Increase of 2.8% across all steps excluding final step on each level, where the Union instead proposes the following increases: <ul style="list-style-type: none"> • Level 1, Step 12: 5.9% • Level 2, Step 13: 5.7% • Level 3, Step 13: 5.6% • Level 4, Step 13: 5.6% <p><u>ED-EDS</u></p> <ul style="list-style-type: none"> • At each level: new top step • All existing steps at all levels adjusted (approx.) 2.8% <p><u>LS</u></p> <ul style="list-style-type: none"> • 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 adjustment following restructuring <p><u>EU</u></p> <ul style="list-style-type: none"> • New sub-group: "EU-ECE – Early Childhood Educator" (see section #3) <ul style="list-style-type: none"> ○ Reflects a 9% premium above the Ontario EU-TEA grid • EU-TEA market adjustment of 4.3% for all regions, except Alberta (5.2%) • EU-TEA: Following the market adjustments, the Union also wishes to harmonize, upwards, the provincial grids into a national grid • For other EU sub-groups, a market adjustment of 4.3%

	EMPLOYER PROPOSALS	BARGAINING AGENT PROPOSALS
<u>TOTAL</u>	<u>\$10,122,370</u> <u>8.5%</u>	<u>\$26,013,118</u> <u>21.85%</u>

The Bargaining Agent wage proposals are significant. The PSAC proposes a cumulative wage increase of 21.85% over three years. For the first year, the Bargaining Agent seeks a 4.5% increase which is not aligned with the pattern established for 2021, i.e., 1.5%.

In contrast, the Employer's proposed economic increases for the federal public service is 8.5% over a four-year period.

The Employer submits that the Bargaining Agent's proposals are not supported by any rigorous analysis. As demonstrated by the comprehensive analysis provided in Part II of this presentation, the Employer's offer is reasonable, and aligned with economic and fiscal realities. The Employer's wage proposal before this PIC is in keeping with the analysis included in this document.

Also highlighted in section 1.2 above, settlements have begun to emerge for the current round of bargaining. Specifically, the Association of Canadian Financial Officers have ratified a 4-year agreement. The details were explained in the considerations section of this report so we will not repeat them here other than to mention that it is a beginning and a good indicator of a sophisticated BA freely negotiating an agreement that is reasonable for employees and fair to Canadians.

Part IV – Employer's Submission On Other Outstanding Issues

The Bargaining Agent and the Employer were in mediation for the Education and Library Science (EB) Group on October 25-27, 2022, inclusively. As indicated in Part I, the parties made some moderate progress during mediation to resolve outstanding issues.

- The parties signed off on the following items (see Exhibit 1):
 - Article 21: Designated Paid Holidays (DPH) (add one new holiday)
 - Article 25: Correctional Service Specific Duty Allowance
 - Article 38: Pay in lieu of DPH for Part-Time Employees
- The Bargaining Agent withdrew the following demands. Consequently, they are not included in this brief and the Employer requests that the Commission not include these demands in its report:
 - Clause 22.15: Injury-on-Duty (first paragraph)
 - Article 46: Pedagogical Break
 - New clause 58.03: Medical Appointments for Pregnant Employees
 - New article: Deployment
- The Employer withdrew the following demands. Consequently, they are not included in this brief and the Employer requests that the Commission not include these demands in its report:
 - Clauses 43.06 and 45.09: Shift change notice for LS and ED-LAT
 - Clauses 44.20 and 47.02: Notice to Alliance when changing work schedules
 - New clause 48.01: Overtime
 - Article 60.01: Personal leave for 10-month teachers

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

	Provision or appendix	Employer proposal	Bargaining Agent proposal
1.	Article 19 Sick leave with pay		X
2.	Article 21 Designated paid Holidays		X
3.	Various Articles (21, 28, 29, and 48): Employer Proposals Related to Extra Duty Performed from Remote Location: <ul style="list-style-type: none"> • Article 21 Designated paid Holidays * • Article 28 Call-back Pay * • Article 29 Standby * • Article 48 Overtime * 	X	
4.	Article 22 Other leave with or without pay	X	
5.	Clause 22.13 Leave with pay for family-related responsibilities		X
6.	Clause 22.15 Injury-On-Duty Leave		X
7.	Article 23 Education Leave without Pay and Career Development		X
8.	Article 26 Pay Administration		X

	Provision or appendix	Employer proposal	Bargaining Agent proposal
9.	Article 30 Shift and Weekend Premiums	X	X
10.	Article 33 Employee Performance Review and Employee Files		X
11.	Various Articles (39, 43, 44, 45, and 47): Employer Proposals Related to Enhancing Flexibilities for Hours of Work: <ul style="list-style-type: none"> • Article 39 Variable hours ** • Article 43 Hours of Work for the LS Group ** • Article 44 Work year and Hours of Work for the ED-EST Sub-Group and EU Group ** • Article 45 Work Year and Hours of Work for the ED-LAT Sub-Group ** • Article 47 Work year and Hours of Work for the ED-EDS Sub-Group ** 	X	
12.	Article 45 Work Year and Hours of Work for the ED-LAT Sub-Group (Teplitsky)		X
13.	Article 48 Overtime	X	X
14.	Article 58 Medical Appointment for Pregnant Employees		X
15.	New Article Duty to accommodate		X
16.	New Article Indigenous Language Allowance		X
17.	Appendix "F" Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Education and Experience Grid for the ED-EST Employees	X	
18.	Appendix "I" Letter of Understanding between the Treasury Board and the Public Service Alliance of Canada with Respect to the Classification Review	X	

*** For ease of identification as well as to avoid repetition of remarks, Employer proposals related to its key priority of addressing extra duty work from a remote location are grouped (includes content from articles 21, 28, 29, and 48).**

**** For ease of identification as well as to avoid repetition of remarks, Employer proposals related its key priority of enhancing flexibility for hours of work are grouped (includes content from articles 39, 43, 44, 45, and 47).**

Items specific to the Common Issues Table:

As agreed by the parties, the Employer's recommendations for outstanding proposals that are common for all PSAC groups will be addressed during the PA group PIC proceeding, scheduled for November 28, 29, 30 and December 1, 2022.

Provision or appendix	Employer proposal	Bargaining Agent proposal
Article 7 National Joint Council Agreements		X
Article 10 Information	X	X

Provision or appendix	Employer proposal	Bargaining Agent proposal
Article 12 Use of Employer Facilities		X
Article 14 Leave with or without Pay for Alliance Business	X	X
Article 17 Discipline	X	X
Article 19 No Discrimination		X
Article 20 Sexual Harassment		X
Article 23 Job Security		X
Article 24 Technological Changes	X	X
Article 33 Leave, General	X	
Article 34 Vacation Leave with Pay		X
Article 38 Maternity Leave without Pay	X	X
Article 40 Parental Leave without Pay	X	X
Article 41 Leave without Pay for the Care of Family	X	
Article 56 Statement of Duties	X	
Article 68 Duration	X	X
New Article The Right to Disconnect		X
New Article Protections Against Contracting Out		X
New Article Remote Work		X
New Article Equity in the Workplace		X
New Article Leave for Indigenous Traditional Practice		X
New Article Social Justice Fund		X
Appendix A-1 Rates of Pay	X	X
Appendix C Memorandum of Understanding with Respect to a Joint Learning Program	X	X
Appendix D Workforce Adjustment	X	X
Appendix F Memorandum of Understanding between the Treasury Board of Canada and the Public Service alliance of Canada with respect to the Implementation of the Collective Agreement	X	X
Appendix K Memorandum of Agreement with Respect to Implementation of Union Leave	X	
Appendix M Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Mental Health in the Workplace		X
Appendix N Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Child Care		X
New Appendix Bilingualism Allowance and Language Training		X
New Appendix Memorandum of Understanding between the Treasury Board and the Public Service Alliance of Canada with Respect to Diversity and Inclusion in the Workplace		X
Pay Simplification	X	

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.**

Remarks

Clause 19.04 – advance of sick leave credits

The Employer submits that the parties agreed to 187.5 hours for a reason – and it is to put a reasonable ceiling on the number of hours that could be advanced. Without an evidence-based rationale, the Employer is not prepared to increase this amount.

The proposed increase is also a disservice to the employee as it allows the employee to create an even bigger debt, one which the employee may never be able to repay.

The Bargaining Agent has failed to share any rationale or analysis that would demonstrate that there is a problem that needs to be addressed within this provision.

The Bargaining Agent tabled a proposal that:

- suggests that advancement of sick leave with pay shall be granted (as opposed to the current may)
- removes the Employer's discretion to approve the advancement of sick leave with pay and
- specifies that the advancement of sick leave with leave will not be unreasonably denied.

It is not clear to the Employer what the Bargaining Agent is trying to achieve through its proposal. On one hand, the Bargaining Agent is suggesting the removal of the Employer's discretion to approve the leave, and on the other hand, the Bargaining Agent is suggesting that the leave should not be unreasonably denied.

The Employer submits that it is not interested in removing management's discretion. The Employer needs to maintain the ability to exercise discretion in advancing sick leave based on the merits of each case and given the potential liability created for both the employee and the manager. The Employer also submits that removing this discretion is inconsistent with the onus the parties have very clearly placed on the employee to satisfy the Employer of their need for sick leave per clause 19.02 of the agreement.

New - clause 19.09 – additional advance of sick leave with pay (no limit)

Providing for limitless sick leave and effectively removing the parameters regarding granting, the Bargaining Agent's proposed language nullifies clauses 19.01 to 19.04.

The Employer submits that the current sick leave regime, which the Employer believes is already generous and fair for employees. It is based on employees earning sick leave for each month where they work at least 75 hours. Adding this new clause at 19.09 would change that foundation, which is not something the Employer is prepared to do. Given potential significant costs and impacts on service to Canadians, it is important for the Employer to keep parameters around how much sick leave with pay can be advanced and/or granted.

New – clause 19.10 – reimbursement of cost of medical certificate and leave with pay

The Employer submits that it should not be held responsible for the cost of medical certificates and related expenses. The collective agreement is very clear: the onus is on the employee to satisfy the Employer that they are unable to perform their duties because of illness or injury.

Adding this in the EB agreement would also create a precedent, and would add a significant administrative burden, that the Employer is not prepared to do.

The Bargaining Agent tabled very similar language at the parties' common table during the last round. Also, similar to the last round, the Bargaining Agent has not provided a rationale or analysis to support its proposed changes. The Employer therefore recommends that the Commission not include these proposed changes in its report.

The Bargaining Agent proposes that the Employer reimburse employees for all costs associated with obtaining a medical certificate when such certificate is requested by the Employer.

In response to this demand, the Employer submits that it should not be held responsible for the cost of medical certificates and related expenses. The collective agreement is very clear: per paragraph 19.02 a) the onus is on the employee to satisfy the Employer that they are unable to perform their duties because of illness or injury:

19.02 *An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:*

- a. he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer;*

The Bargaining Agent has not demonstrated that its proposed changes at Article 19 are warranted. Such provisions are not found in other CPA collective agreements and adding these changes to the PA agreement would also create a precedent that the Employer is not interested in creating across the public service.

For the reasons outlined above, the Employer respectfully requests that the Commission not include the Bargaining Agent's proposals in its report.

Article 21 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.

Remarks:

Double time

The Bargaining Agent is proposing that all overtime shall be compensated at double time. This demand is replicated at article 48 (Overtime).

The Employer submits that agreeing to such a change would have a significant financial impact – over \$81K (0.07% of the wage base) for the EB group - and would exceed the provisions contained in other CPA collective agreements, without justification

The Employer respectfully requests that the Commission only include the Employer's proposals in its report.

Various Articles (21, 28, 29, and 48): Employer Proposals Related to Extra Duty Performed from Remote Location

Employer Proposal

ARTICLE 21: DESIGNATED PAID HOLIDAYS

21.06 When an employee is required to **physically** report ~~to the~~ **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.

(renumber accordingly)

(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 straight-time rate.

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 ~~compensated~~ 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.

(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.

(renumber accordingly)

(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.

ARTICLE 48: OVERTIME

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.**

Remarks:

The Bargaining Agent is proposing to amend the overtime provisions of the Agreement as follows:

Double time

The Bargaining Agent is proposing that all overtime shall be compensated at double time. This demand is replicated at article 21 (DPH).

The Employer submits that agreeing to such a change would have a significant financial impact – over \$81K (0.07% of the wage base) for the EB group - and would exceed the provisions contained in other CPA collective agreements, without justification.

Clause 48.03 – Compensation on second day of rest

The Employer proposes that overtime worked on the second day of rest be payable at double time only if the employee has also worked on the first day of rest.

In other words, compensation at double time would be payable to compensate for the disruption of working on two consecutive days of rest. This is a concept already found at clause 39.02 of the agreement.

Clause 48.11 – Overtime meal allowance

The Bargaining Agent is proposing to replace the meal allowance for employees who work overtime where meals are not provided with the lunch rate outlined in Appendix C of the National Joint Council (NJC) Travel Directive.

The rates and allowances set out in the NJC Travel Directive provide for the reimbursement of reasonable expenses necessarily incurred while travelling on government business and were established to ensure employees are not out of pocket.

The Employer submits that it would not be appropriate that entitlement to a meal allowance when working overtime be governed by the NJC Travel Directive. As indicated above, the purpose of the NJC Travel Directive is to provide for the reimbursement of reasonable expenses necessarily incurred while travelling on government business and to ensure employees are not out of pocket. These provisions do not constitute income or other compensation that would open the way for personal gain.

It should be noted that the Employer already increased the meal allowance during the last round of bargaining from \$9.00 to \$12.00.

In addition, no other collective agreement in the CPA contains the level of entitlement that the Union is seeking in this proposal. A recommendation by this PIC to include this in the collective agreement would be inconsistent with the replication principle and would set a precedent for all other groups. The Employer's approach for all 15 bargaining agents, representing 27 Bargaining Units covering over 178,979 unionized employees, is to apply, to the best of its ability, a common approach and level of entitlements.

The Employer recommends that the Board maintain the current entitlement under clause 48.11.

The Employer is also proposing to limit an employee's entitlement to the meal allowance when performing overtime from a location other than the employee's workplace.

The Employer submits that employees are provided with a meal allowance when they are expected to stay beyond their normal hours of work to perform overtime work. This ensures that they are not out of pocket for the extra expense of purchasing a meal. When an employee is working from their place of residence there should not be an added expense for a meal.

Extra duty work performed from a remote location

The Employer is tabling this proposal to amend the following provisions:

- Article 21 - Designated Paid Holiday
- Article 28 - Call-Back Pay
- Article 29 - Standby
- Article 48 - Overtime

The next few pages (Articles 21, 28, 29 and 48) include a number of Employer proposals regarding designated paid holidays, call-back, standby, overtime.

The Employer is proposing modifications to these related provisions to distinguish and clarify between when an employee physically reports to the workplace versus when the employee works remotely from the employee's residence or at another place to which the Employer agrees.

The Employer submits that [Borgedahl v. Treasury Board \(Correctional Service of Canada\)](#), rendered in 2020, speaks to how different types and levels of disruption to an employee's life are correlated to different levels of remuneration. For example, an employee being called back to the workplace to perform overtime is guaranteed a minimum amount of OT hours while an employee performing work, on a non-contiguous basis, from their home would be eligible under the "regular" overtime provisions. Both circumstances are recognized and compensated but differently to recognize the different type and levels of disruption to the employee.

When the Employer considers the current collective agreement language, much of it was developed when working from home was very rare to say the least. The parties developed the language with consideration to the circumstances known to them at the time, with a different operational reality. The Employer's proposal demonstrates where we see opportunities to reflect and support a more modernized collective agreement that supports this new reality and the evolution of technology which allows (most/many) employees to perform their work remotely. The underpinnings of the current language no longer exist.

Over the course of the last 2.5 years with the shift to remote work, it became apparent to the Employer that the language in these provisions could be adjusted to better support our new realities. We expect that as we transition to a post-pandemic world, employees and managers will seek to maintain remote work arrangements where operational requirements support – at a higher rate than pre-pandemic times. There is a need to bring greater clarity to provisions to align with this evolution to reflect the

different level of disruption in circumstances where an employee must physically report to the workplace.

To support a hybrid workforce where employees can work from home where operational requirements support, the Employer believes that the parties need to review and modernize the collective agreement language where appropriate.

The Employer would also like to highlight the themes that are woven throughout this section and where related proposals are found:

Firstly, given that employees working remotely do not require time to prepare and displace themselves to physically report to the workplace, the Employer proposes that overtime in this scenario would be compensated in accordance with the actual hours worked. This is reflected in proposals related to: overtime on a workday, overtime on a day of rest, call back from a remote location, standby and designated paid holidays.

Regarding meal allowance, we have a proposal to clarify that the Employer is not required to reimburse for a meal when an employee is working remotely. The purpose of the meal allowance is to ensure that employees are not out-of-pocket for the extra expense of purchasing a meal in recognition that, in the workplace, an Employee does not have easy access to unplanned meals. Employees working from home have access to food and as such they should not be entitled to a meal allowance. This is reflected in the proposed overtime related language at 48.11.

Next, the Employer proposes to limit eligibility to compensation equivalent to 3 hours' pay at the applicable OT rate to the first time an employee performs work during an eight (8) hour period. This is reflected in proposals related to: overtime compensation on a designated paid holiday and call-back.

Lastly, regarding proposed changes to clause 30.01, the Employer seeks to clarify the appropriate compensation when an employee works remotely. Overtime would be paid in accordance with the actual hours worked when the employee works remotely as they are not required to displace themselves to the Employer's work site.

The Employer respectfully requests that the Commission only include the Employer's proposals in its report.

Article 22 Other leave with or without Pay

Employer Proposal

ARTICLE 22 - OTHER LEAVE WITH OR WITHOUT PAY

In any fiscal year, an employee is entitled to no more than fifteen (15) hours of combined personal and volunteer leave.

Effective on April 1 of the year following the signing of the collective agreement, clause 22.01 (Volunteer leave) is deleted from the collective agreement. For greater certainty, both the former article 22.01 and this transitional language will be removed upon signature of the subsequent collective agreement.

22.01 Volunteer leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours or two (2) periods of up to three decimal seven five (3.75) hours each of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request

22.02 Bereavement leave with pay

(...)

- (a) **An employee is entitled to three (3) consecutive working days of bereavement leave with pay in the event of a stillbirth experienced by them or their spouse or common-law partner or where they would have been a parent of the child born as a result of the pregnancy. For greater certainty, stillbirth is defined as an unborn child on or after 20 weeks of pregnancy. The leave may be taken during the period that begins on the day on which the stillbirth occurs and ends no later than 12 weeks after the latest of the days on which any funeral, burial or memorial service in respect of the stillbirth occurs.**
- (b) ~~f~~ If, during a period paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraphs (b), ~~and~~ (e) **and (f)**, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (c) ~~g~~ It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular

circumstances involved, grant leave with pay for a period greater than and/or in a different manner than that provided for in paragraphs (b), ~~and (e)~~ **and (f)**.

(...)

22.17 Leave with or without pay for other reasons

(...)

In any fiscal year, an employee is entitled to no more than fifteen (15) hours of combined personal and volunteer leave.

b. Personal leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours or two (2) periods of up to three decimal seven five (3.75) hours each of leave with pay for reasons of a personal nature.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request

Effective on April 1 of the year following the signing of the collective agreement, paragraph 22.17 (b) is deleted from the collective agreement. For greater certainty, the former paragraph 22.17(b) and this transitional language will be removed upon signature of the subsequent collective agreement. Effective on April 1 of the year following the signing of the collective agreement, the wording in clause 22.01 is replaced with the following:

22.01: Personal leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, fifteen (15) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.

The leave will be scheduled at a time convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.

Remarks

Expansion of bereavement leave

The Employer is proposing a new subclause 22.02 (f) to address bereavement leave with pay for employees who have experienced stillbirth (defined as an unborn child on

or after 20 weeks of pregnancy), or whose spouse or common-law partner experienced the loss, or where an employee would have been a parent (including adoption and surrogacy) of the child born.

This aligns with upcoming changes to the Canada Labour Code (CLC), Part III which were part of Bill C-3, An Act to Amend the Criminal Code and the Canada Labour Code that received Royal Assent on December 17, 2021.

Under the proposed new language, Employees would be entitled to three (3) consecutive working days of bereavement leave with pay, which may be taken during the period that begins on the day on which the death or stillbirth occurs and ends 12 weeks after the latest of the day on which any funeral, burial or memorial service in respect of the stillbirth, occurs.

We are also proposing consequential changes at renumbered subclauses 22.02 (g) and 22.02 (h) to align with current provisions in the article. This improvement to Clause 22.02 would be made in the context of a negotiated settlement.

Conversion of Volunteer leave into Personal leave

The Employer proposes to convert Volunteer leave by increasing the quantum of leave under subclause 22.17 (b) Personal leave from seven and one half (7.5) hours to fifteen (15) hours and by deleting clause 22.01 Volunteer leave effective April 1 of the year following the signing of the collective agreement.

The conditions for taking the leave remain the same. Subject to operational requirements as determined by the Employer and with advanced notice of at least five (5) working days, the employee shall be granted, in each fiscal year, fifteen (15) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.

While the Employer shall make every reasonable effort to grant the leave at such time as the employee may request, the leave will be scheduled at a time convenient to both the employee and the Employer.

This improvement was provided to most core public administration (CPA) groups in the last two rounds of bargaining (2014 and 2018) and would help to standardize this language across collective agreements. This change would also support pay simplification.

The Employer asks that the Commission recommend these changes in its report.

Clause 22.13 – Leave with Pay for Family-Related Responsibilities

Union Proposal

22.13

[...]

- 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.

Remarks

Increasing the quantum of leave

The Bargaining Agent is seeking to double the quantum of family related leave, from thirty-seven decimal five (37.5) hours to seventy-five (75) hours. This request is significantly beyond what has been granted to other groups in the CPA, as all collective

agreements provide a maximum of thirty-seven decimal five (37.5) hours for this purpose.

The Employer submits that the Bargaining Agent's proposal to increase the quantum is costly – close to \$1.5 million per year ongoing for the EB group only, or 1.23% of the EB wage base. The Employer is opposed to such an increase. This puts pressure on the parameters of what departmental budgets will allow and would impact the limits of their economic capabilities. This also puts pressure on departmental operations and service to Canadians.

Expanding the circumstances for which leave can be granted

The Bargaining Agent is proposing at 22.13(c)(iii) that the leave should be granted to provide care of any member of the employee's family as opposed to just "elderly" members. The Employer submits that such a change would unreasonably broaden the scope of the article and negate the purpose and meaning of this paragraph. It continues to be the Employer's position that unless a family member is sick, "general care" should be limited to the elderly members of an employee's family. There are other types of leave available to employees under the agreement that address what this is trying to achieve (i.e., leave without pay for the care of family, personal and vacation leaves).

The Bargaining Agent is proposing at 22.13(c)(vi) that the leave should be granted for school or daycare facility closures, irrespective of whether the closure was foreseeable. The Employer submits that while an employee is currently entitled to time off work with pay if something suddenly goes wrong with childcare or school (i.e., closure due to bad weather), it is reasonable to expect that an employee will make efforts to meet their childcare obligations through alternative solutions when the family/work conflict is predictable and/or scheduled.

The Bargaining Agent is proposing at 22.13(c)(vii) to eliminate the cap on the leave to attend an appointment with a legal, paralegal, financial or other professional representative. It is the Employer's position that the 7.5-hour cap should remain since the leave is for family-related responsibilities and not to attend to personal matters. The original intent of the clause is to assist an employee with balancing work and family life.

The Bargaining Agent is proposing to add "*to visit a terminally ill family member*" to the list of circumstances for which the leave shall be granted. The Bargaining Agent's proposal at 22.13(c)(viii) is already adequately addressed under paragraphs 22.13(c)(ii) and (iii). The Employer submits that there is no justification why the provisions for this article should be expanded. The leave entitlements currently provided for in the collective agreement could find application for this specific circumstance. The Bargaining Agent's proposal is not found in any CPA collective agreement.

The Bargaining Agent has failed to share any rationale or analysis that would support their proposals that would present significant costs as well as potential impacts to operations and service to Canadians.

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

Clause 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 when a claim has been made pursuant to the *Government Employees Compensation Act* and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

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

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

Remarks

The Employer has an internal structure through the *Government Employees Compensation Act* (GECA – labour programs), which is managed by provincial workers' compensation boards in each province and are capable of accommodating the employee. There are plans and systems in place to offer financial support to employees when they are absent from work as a result of an injury on duty.

The Bargaining Agent's suggested proposal at 22.15 b. in essence limits the provincial workers' compensation authorities in determining claims.

The Employer's position is that the current language provides a strong benefit with good coverage for employees. In addition, the Employer submits that the parties are restricted from negotiating the proposed changes in accordance with section 113 below of the Federal Public Sector Labour Relations Act (FPSLRA):

Collective agreement not to require legislative implementation

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

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

The Employer also respectfully submits that the Commission does not have the jurisdiction to deal with the Bargaining Agent's proposal at clause 22.15 (b) pursuant to subparagraphs 177(1)(a) and 177(1)(b) of the FPSLRA:

Report not to require legislative implementation

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

- (a) the alteration, elimination or establishment would require the enactment or amendment of any legislation by Parliament, except for the purpose of appropriating money required for implementation;
- (b) the term or condition is one that has been or may be established under the *Public Service Employment Act*, the *Public Service Superannuation Act* or the *Government Employees Compensation Act*;
- (c) the term or condition relates to standards, procedures or processes governing the appointment, appraisal, promotion, deployment, rejection on probation or lay-off of employees; or
- (d) in the case of a separate agency, the term or condition relates to termination of employment, other than termination of employment for a breach of discipline or misconduct.

It should be noted that the Bargaining Agent submitted a similar proposal during the last round of bargaining. Also similar to the last round, the Bargaining Agent has not provided a rationale or analysis to support its proposed changes. This proposal was also the subject of the Public Interest Commission during the last round of bargaining and the PIC did not recommend any changes to the article.

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

Article 23 – Education Leave Without Pay and Career Development Leave

Union Proposal

Clauses 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.

Remarks

Increasing the allowance that shall be provided

The Bargaining Agent proposes at clause 23.05 and paragraph 23.13 (b) to increase the allowance that shall be provided to employees on education leave without pay to 100%.

The Employer opposes these changes as they do not align with other collective agreements with the Bargaining Agent and may limit the number of employees who can participate in such leave. During the last round, the Employer agreed to extensive changes to language in clause 23.15 to signal the importance of conference attendance and professional development.

It should be noted that, the Bargaining Agent rejected the Employer's previous round proposal and continues to reject. at 23.05 which would have increased management's discretion and ability to provide an allowance, eliminated the minimum allowance and increased the allowance to up to 100% of basic salary, thereby allowing management to grant education leave to a larger number of employees, while respecting fixed budgets for this purpose.

Professional development activities deemed relevant by the employee

The Bargaining Agent argued that the proposed changes at 23.10 (c) and 23.14 (a) are needed in part because of delays in approving requests for this leave. However, the Bargaining Agent did not provide any examples where delays have occurred.

From the Employer's perspective, there is a discussion between the employee and the manager that needs to take place to determine the reasonableness of requests. The Employer also notes one additional consideration when requests for leave involve travel outside Canada, the request is subject to the approval of the Deputy Minister which adds to the approval timelines. This is a government-wide directive that is well known.

These changes also impose new deadlines and significant pressure on management to communicate final approval or denial of employee requests to attend the activities described in paragraphs 23.10 (c) and 23.14 (a) at least 14 calendar days before the registration deadline, the activity itself or the conference abstract submission deadline, whichever is earlier.

The Bargaining Agent's proposal at clause 23.12 is similar to what was proposed during the last round and would limit the Employer's ability to include necessary training initiatives intended to enhance an employee's work-related skills and knowledge as part of "professional development days".

Deleting language that prohibits pay for travelling time and overtime during professional development leave

The Bargaining Agent proposes to amend subclauses 23.10 (c) and 23.15 (d) to delete language prohibiting the payment of travelling time and overtime during time spent on professional development leave. The Employer opposes this change as it is not consistent with any other collective agreement with the Bargaining Agent which, in fact, states the opposite. In other words, an employee shall receive no compensation under Article 28: overtime, or Article 32: travelling time, during time spent on career development leave provided for in this article.

Professional development in Canada or Abroad

The Bargaining Agent proposed similar changes to paragraphs 23.14 (a) and 23.15 (e) during the last round but has not demonstrated what, if anything, has changed. The Employer rejects these changes as the language "Canada or Abroad" is already covered under the Travel Directive, which includes travel outside North America. There is no need to address this in the collective agreement. Moreover, the proposal to insert the imperative "will have the opportunity to attend" in paragraph 23.14 (a) limits the Employer's discretion to deny the leave if there are constraints that do not allow for the travel and/or leave.

The Employer notes that significant changes were made to Article 23 – Education leave without pay and career development during the last round and that there has not been an adequate amount of time to apply these changes. The Employer wishes to assess these changes before agreeing to negotiate additional changes.

The Bargaining Agent has stated that its goal is to align the provisions of the EB Group with those of the Research (RE) Group as they relate to education leave without pay and career development. However, the RE Group is quite different from the EB Group in that it is comprised of mathematicians, research scientists, research managers, defence scientists and historical researchers (e.g., archivists), represented by another Bargaining Agent (PIPSC).

The Employer submits that there are 28 publicly funded collective agreements in the core public administration (CPA) and 32 publicly funded collective agreements in separate agencies. The fact that one CPA collective agreement, the RE, has different

benefits under this type of leave does not compel the Employer to apply the same benefits to the EB Group.

Given all this, the Employer proposes that this article be renewed without changes.

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

Article 26 – Pay Administration

Union Proposal

26.07 Acting pay

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

26.08

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

(subsequent renumbering)

Remarks

Acting Pay – paragraph 26.07 (a) and new clause 26.08

The Bargaining Agent is seeking various changes to the current administration of acting pay. At paragraph 26.07 (a), the Bargaining Agent proposes to eliminate the 3 consecutive day qualifying period for acting pay, and with new clause 26.08, proposes cumulative acting periods determine the next increment for acting pay.

In addition to representing significant costs, the Employer submits that these proposals would impose increased strain from the pay administration perspective. Unless supported by sound rationales and analysis, proposals that would complicate the payroll system, such as the elimination of the qualifying period and tracking cumulative periods of acting, are untenable. In addition, the current provisions are consistent with the majority of other collective agreements.

The Bargaining agent proposed similar changes during the last round at the PSAC Common Table negotiations but has not provided any new information to justify them.

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

Article 30 – Shift and weekend premiums

Union Proposal
<p>30.01 Shift Premium</p> <p>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.</p> <p>30.02 Weekend Premium</p> <p>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.</p>
Employer Proposal
<p>30.02 Weekend premium</p> <p>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.</p>
Employer Movement
<p>30.01 Shift premium</p> <p>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) two dollars (\$2.00) 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.</p> <p>30.02 Weekend premium</p> <p>An employee working on shifts during a weekend will receive an additional premium of one dollar and fifty cents (\$1.50) two dollars (\$2.00) per hour for all regularly scheduled hours worked, including overtime hours, on Saturday and/or Sunday.</p>

Remarks

Increasing the shift and weekend premiums

The Bargaining Agent is proposing to increase the shift and weekend premiums from one dollar and fifty cents (\$1.50) to five dollars (\$5.00) for shift work performed during evenings and weekends.

The Bargaining Agent's proposal would amount to a significant increase in the payments awarded to employees as they would more than triple the shift and weekend premiums, which apply in addition to overtime hours compensated by the Employer.

The Employer recognizes that the shift and weekend premiums for the EB Group have remained at the current rate for many years and proposes to increase them from one dollar and fifty cents (\$1.50) to two dollars (\$2.00), consistent with the vast majority of collective agreements in the CPA which negotiated shift and weekend premiums and pay premiums of \$2.00.

Weekend premium to be paid for regularly scheduled hours

The Employer's proposal at 30.02 seeks to limit the payment of the weekend premium to regularly scheduled hours only, thereby ceasing a situation of dual remuneration and remedying an unintended and long-standing pay inequity between day workers and shift workers.

Employees working on shifts are paid a weekend premium to compensate for the disruption of being regularly scheduled to work on a weekend. This principle is supported by jurisprudence (see *Turner v. Treasury Board*, 2005 PSLRB 162):

[6] "The shift and weekend premiums are intended to compensate employees who are regularly required to work hours during which many, if not most, other workers are enjoying leisure time.

Employees who are day workers, not shift workers, and who are required to work during a weekend receive pay at the applicable overtime rate.

Currently, employees working on shifts are being paid both the weekend premium and the applicable overtime compensation when they are required to work overtime on a weekend.

When a shift worker is required to work overtime on a weekend, the work performed is considered "extra duty" and is not considered to be part of a shift schedule. As such, similarly to when day workers are required to work overtime during a weekend, only overtime compensation should apply, not the weekend premium.

In addition to inconsistency, this is also costly for the Employer as the weekend premium is paid in addition to the overtime compensation, which already considers compensation for hours worked outside of employees' regular schedule of work, resulting in a dual remuneration for the same period worked.

To note, the Employer's proposal at Article 39 – Variable Hours is consistent with the above as the Employer is seeking to clarify that shift and weekend premiums shall only apply to shift workers and that, for greater certainty, day workers working variable hours pursuant to Article 39 are not to be considered shift workers.

Given the above, the Employer requests that the Commission only include the Employer's proposal in its report.

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.**

Remarks

The Bargaining Agent is proposing amended language at 33.03.

The Employer submits that these changes are unnecessary and place an unreasonable administrative burden on the Employer.

There is a level of difficulty in having all employee files in the same physical location. Upon request, an employee has access to all documents placed on their file.

The agreement already provides the employee with ample access to their personnel file:

- Performance files, including mandatory annual learning plans, are currently saved in the Public Service Performance Management system. However, performance evaluations for fiscal years 2013-14 and earlier are kept in 'paper' format only. Clause 33.02 entitles the employee to receive the evaluation form and any written documents instructing the person conducting a review of the employee's performance.
- Compensation and Benefits information is currently saved in the Phoenix Pay system. However, notices related to compensation and benefits, including letters of offer and other staffing action notices have until recent years been saved in paper files. Clause 33.03 provides that the employee file be made available for the employee's examination upon written request.
- Disciplinary decisions are saved in human resources management systems such as PeopleSoft. However, discipline notices have until recent years been saved in paper files. Clause 32.04 ensures the employee is made aware of any evidence the Employer may introduce in a disciplinary hearing. Clause 32.05 provides that documents or written statements on the employee's file shall be destroyed after two (2) years have elapsed since the last disciplinary action was taken, provided that no further discipline has been recorded during this period.
- Information related to education is normally kept on the staffing file in question, and not on individual employees' files.

The Employer requests that the Commission renew the current language.

Various Articles (39, 43, 44, 45, and 47): Employer Proposals Related to Enhancing Flexibilities for Hours of Work

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

Employer Proposal

39.02 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, 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

Employer Proposal

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 clarity, 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.

Employer Proposal

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. The implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

43.045 Notwithstanding clauses 43.01, 43.02, ~~and~~ 43.03 **and 43.04** for employees required to provide direct services to the public or to students:

- i. the normal hours of work may be scheduled between ~~67~~ am and 10 pm from Monday to Friday inclusively, and between 8:30 am and 5 pm on Saturdays;
- ii. the Employer shall set up a master shift schedule for a fifty-six (56) calendar day period, posted at least fifteen (15) calendar days in advance;
- iii. the Employer shall schedule for each employee at least two (2) consecutive days of rest per week. This provision shall be considered to have been met when two (2) days of rest for an employee are separated by a designated paid holiday on which the employee is not 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.

43.089 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, **hours of work may be scheduled in accordance with clause 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.

Employer Proposal

d. 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, **hours of work may be scheduled in accordance with clause 39.01**, ~~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.

Employer Proposal**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. 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. 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. **~~b.~~ 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

Employer Proposal

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. 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. 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.

(...)

Employer 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 6 am and 6 pm.

(New) 45.04 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. The implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

45.045 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.

45.056 Employees whose hours of work are scheduled pursuant to the provisions of clause 45.045 shall be informed by written notice of their scheduled hours of work.

45.067 Employees whose hours of work are changed pursuant to the provisions of clause 45.045 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.

Employer Proposal

45.078 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. 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, **hours of work may be scheduled in accordance with clause 39.01** ~~an employee may complete his or her weekly hours of employment in a~~

Employer Proposal

~~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.

Remarks

Hours of work – Enhanced flexibilities

The Employer is tabling this proposal to amend the following provisions:

- Article 39 - Variable hours
- Article 43 - Hours of Work for the LS Group
- Article 44 - Work year and hours of work for the ED-EST Sub-Group and EU Group
- Article 45 - Work year and hours of work for the ED-LAT Sub-Group
- Article 47 - Work year and hours of work for the ED-EDS Sub-Group

This proposal is subsequent to discussions held between the Employer and the Bargaining Agent during this round of bargaining regarding enhanced flexibilities in the hours of work provisions.

The COVID-19 pandemic has been challenging on many fronts. However, many employees have embraced the opportunity to work from home and have repeatedly asked that their hours of work be more flexible, which the Employer supports, where operational requirements permit, as we are transitioning to a post-pandemic world.

Unfortunately, managers have faced challenges when considering employees' requests for more flexibility with their hours of work and it became obvious that the provisions of the collective agreement are in many respects too rigid. As such, the collective agreement is in need of modernization.

Consequently, one of the Employer's main priorities in the 2021 round of bargaining is to enhance flexibilities with regards to hours of work provisions.

The Employer's proposals align with the principles outlined below. Enhanced flexibilities would be:

- Available upon request of the employee (i.e., voluntary)
- Subject to approval by the delegated manager based on operational requirements; and
- At no additional cost to the Employer/cost neutral (e.g.: shift or week-end premium, overtime, etc.).

These proposed changes are made in response to feedback received from employees and managers in various departments, in the interest of supporting the continuous improvement of service to Canadians and in the interest of keeping the Government of Canada an employer of choice.

The Employer considers these changes to be positive for both employees and managers and necessary to adapt to the post-pandemic new work reality.

The various proposals related to enhancing flexibilities regarding hours of work are broken down in themes and are detailed below.

Unpaid meal breaks (Various clauses)

The Employer is proposing a housekeeping change to address the lack of consistency in the language around "meal break", "lunch period", "meal period". The proposal seeks to replace all references to the above with references to "unpaid meal breaks" to align with paragraph 25.05 c., being the provision that governs the unpaid meal break.

Flexible hours

Unlike clause 25.08 of the PA collective agreement and clause 25.06 of the TC collective agreement, the EB collective agreement does not currently have any provisions to entitle an employee, subject to operational requirements, to have the right to select and request flexible hours between 7 am and 6 pm, where such request shall not be unreasonably denied.

The Employer has a proposal to introduce language as part of the day work provisions, as a new clause 43.04, new paragraphs 44.10 c), 44.11 b), 44.12 b), new clauses 44.18 and 45.04, and new paragraph 47.01 b).

The Employer's proposal also seeks to provide the possibility for employees to request to work non-consecutive hours for as long as these arrangements are at no cost to the Employer and continue to be subject to operational requirements, and to expand the normal workday to start at 6am as opposed to 7am. As indicated previously, this latter change was proposed by the Bargaining Agent and the Employer is open to this change **in the context of a negotiated settlement.**

It is important to note that the flexibilities provided at new clause 43.04, new paragraphs 44.10 c), 44.11 b), 44.12 b), new clauses 44.18 and 45.04, and new paragraph 47.01 b). differ from the variable hours provisions which allow employees to request changes to their work schedule, i.e., beyond simply changing their hours of work on any given day. The proposed changes to the variable hours' provisions are explained next.

Variable hours – 43.04, 44.10 c), 44.11 b), 44.12 b), 44.18, 44.04 and 47.01 b)

The Employer has proposals at 43.04, 44.10 c), 44.11 b), 44.12 b), 44.18, 44.04 and 47.01 b) which seek to allow employees to request variable hours as opposed to simply providing employees with the possibility to “complete their weekly hours of employment in a period of other than five (5) full days” (to note: variable hours are also commonly known as compressed hours). The Employer proposes several changes at the above clauses which aim to provide a realm of options for employees to consider should they wish to request changes to their work schedule.

The Employer is also proposing to align with clause 25.07 of the TC agreement by allowing for variable work schedules over a period of up to 28 days, as opposed to restricting them to periods of 14 days, 21 days or 28 days. This again aims at expanding flexibilities for a variable (compressed) schedule to be set as the employee and manager deem appropriate.

Additional options for variable hours (39)

As indicated earlier, the Employer is proposing several changes to clause 39.01 to enhance the realm of possible work schedules that may be requested by employees. Again, this proposal aims at providing employees with more flexibility which the Employer believes will contribute to a better work-life balance for employees.

With these proposed provisions, employees would be able to request to work non-consecutive hours, and/or to work outside core hours, spread their work week over less

than or more than five days or even on Saturday or Sunday, provided that it is at no additional cost to the Employer (e.g., no late-hour premium, overtime or shift/weekend premiums) and that the Employer retains the authority to approve these requests considering operational requirements.

While it may sound surprising that an employee would request to work on a Saturday or a Sunday, we can see this request being made by an employee whose partner works on shifts, is regularly required to work on Saturdays and/or Sundays and gets days of rest on Mondays and/or Tuesdays.

Specific application of variable hours of work (39)

The Employer has a few proposals at clause 39 that seek to clarify that the new expanded variable hour provisions are conditional on there being no additional cost to the Employer, whether being in the way of overtime or shift and weekend premium.

Conclusion

Given all that was explained above and in keeping with the spirit of enhancing flexibilities regarding hours of work without compromise to service to Canadians, the Employer respectfully requests that the Commission include this proposal in its report as means of supporting work-life balance for employees and of nurturing a more agile public service so that the Government of Canada will continue to be an Employer of choice.

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:

Union Proposal

- 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.**
- cb. 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.

Union Proposal

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.

Remarks

The Bargaining Agent provided this proposal on October 27, 2022, after mediation had already concluded.

In fact, there are differences between what the Teplitsky Award states and the proposal you have before you and it is not accurate to state that the proposal is "as per" the award. As we are all aware there is a significant difference between shall and should in collective agreement interpretation. We included the actual award in the book of authorities so you can refer to it, however, I will point out the differences now.

It should be noted, however, that the parties were not successful in their discussions in the working group created by the MOU found in Appendix N to the agreement.

In his arbitral decision of November 10, 1989, Mr. Teplitsky made no direct order regarding the location of work. Rather, Mr. Teplitsky held that teachers should not "...be unnecessarily confined to his place of work for 37.5 hours each week."

The award is now 33 years old, and the workplace has adjusted to its conditions.

The Employer submits that there are no compelling reasons to accept the BA's proposal and recommends that the Commission not include this change in its recommendations.

Article 48 – Overtime

Union Proposal

48.01 ~~This Article applies only to employees whose work year is twelve (12) months.~~

48.02

- 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 ~~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 ~~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 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.~~

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.**

Remarks

Clause 48.01 – Overtime

The Bargaining Agent is proposing to delete the language that restricts the overtime clause to the 12-month teachers. This would in effect extend overtime to 10-month teachers, which is not a current entitlement.

The Employer's position is that 10-month teachers are not and should not be entitled to overtime, and 12-month teachers should remain entitled to overtime.

The 10-month teachers typically work 5.5 to 6 hours per day. On average, these employees work approximately 1,050 hours per year since in the 10-month period of work there is an average of 180 to 185 days. The calculation of instruction time for the 10-month teachers is consistent with provincial standards. Under provincial teaching acts, teachers are deemed to be professionals and as such are exempt from certain terms and conditions of employment, including overtime.

Double time

The Bargaining Agent is proposing to modify the agreement such that all overtime shall be compensated at double time. This demand is replicated at articles 28 (call-back) and 21 (designated paid holiday). The Employer submits that agreeing to such a change would have a significant financial impact – over \$81,000 for the EB group (0.07% of the EB wage base) and would exceed the provisions contained in other CPA collective

agreements, without justification. As such, it would set a precedent and create horizontal pressure across the CPA and separate agencies.

Clause 48.08 - Employee preference

Under the current provision, an employee with accumulated overtime makes a request to be compensated in cash or leave and submits it for the Employer's approval.

The Bargaining Agent is proposing that the employee should be able to decide, unilaterally, whether accumulated overtime should be compensated in cash or in leave with pay.

The Employer submits that the current provision is reasonable, as it allows the Employer to consider operational and organizational requirements. This provision is also consistent with other collective agreements. In the Employer's view, there is no justification to make the proposed change.

Clause 48.11 - Meal allowance

The Bargaining Agent is proposing to replace the meal allowance for employees who work overtime where meals are not provided with the lunch rate outlined in Appendix C of the National Joint Council (NJC) Travel Directive.

The rates and allowances set out in the NJC Travel Directive provide for the reimbursement of reasonable expenses necessarily incurred while travelling on government business and were established to ensure that employees are not out of pocket. The Employer submits that it would not be appropriate that entitlement to a meal allowance when working overtime be governed by the NJC Travel Directive. The provisions of the NJC Travel Directive also do not constitute income or other compensation that would open the way for personal gain.

In addition, no other collective agreement in the CPA contains the level of entitlement that the Union is seeking in this proposal. A recommendation by this PIC to include this in the collective agreement would be inconsistent with the replication principle and would set a precedent for all other groups. The Employer's approach for all 15 bargaining agents, representing 27 Bargaining Units covering over 178,979 unionized employees, is to apply, to the best of its ability, a common approach and level of entitlements.

It should be noted that the Employer already increased the meal allowance during the last round of bargaining from \$9.00 to \$12.00.

Employer proposal

It should be noted that this same proposal is also included with the Employer's proposals regarding extra duty work from a remote location.

The Employer proposes to limit the overtime meal allowance to authorized overtime work performed at the employee's designated workplace. Employees are provided with meal allowances when they are expected to stay beyond their normal hours of work to perform overtime. This ensures the employee is not out-of-pocket for the extra expense of having to purchase an additional meal. When an employee works from home, there should not be an expectation of added expense for additional meals when working overtime.

The Employer asks that the Commission limit recommendations to change to Article 48 to only the Employer's proposal at 48.11.

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.~~

Remarks

The Bargaining Agent is proposing to totally transform this leave.

The Employer opposes these changes for several reasons.

Expansion beyond routine medical appointments for pregnant employees

The Employer submits that pregnancy is not an illness. In recognition of this, this leave was negotiated so that pregnant employees do not have to use their sick leave credits to attend routine appointments related to pregnancy. The original intent of this leave is to assist pregnant employees with balancing work and pregnancy.

The Bargaining Agent proposes to change the nature of this leave. Chronic medical conditions are illnesses and should be treated as such.

Currently, the Employer provides time off work with pay for routine personal medical and dental appointments in accordance with the Directive on Leave and Special Working Arrangements (the Directive). *Section 2 - Management of specific leave with pay or time off work with pay situations* describes the Employer's current practice:

2.2 Paid time off work

2.2.3 Time off for personal medical and dental appointments

In the core public administration, it is the practice for the employer to grant paid time off, for up to half a day, for persons to attend their own personal medical and dental appointments without charge to their leave credits in cases of routine, periodic check-ups. When a series of continuing medical or dental appointments are necessary for treatment of a particular condition, persons with the delegated authority ensure that absences are to be charged to the person's sick leave credits.

Although the Directive does not define what constitutes a routine or periodic check-up, it is in practice normally limited to appointments of a preventive nature such as appointments for annual physical, dental check-up and eye exam. As specified in the Directive, the employer may grant up to half a day of paid time off for such absences. This includes the time needed to travel to and from the appointment and is to be scheduled to cause as little disruption to services as possible. These types of appointments are normally scheduled in advance and the individual is not sick or injured.

As per the Directive, time off work with pay is not to be used for the treatment of a specific complaint or condition, such as doctor's appointments when the employee is feeling sick, any follow-up appointment(s) for treatment as a result of a diagnostic test or a condition, or a series of appointments to rectify or alleviate a condition such as, but not limited to, chiropractic needs, physiotherapy, psychologist, etc. These absences are to be charged to the employee's sick leave credits.

Employees who are ill or injured are entitled, under article 19.02 of the agreement, to be granted sick leave with pay when they are unable to perform their duties because of illness or injury, provided that they satisfy the Employer of their need for sick leave and have the necessary credits.

The Bargaining Agent proposes to change the Employer's long-standing practice of requiring all employees, including those who are pregnant, to use their sick leave credits when a series of continuing appointments are necessary for the treatment of a particular condition.

It also stands to reason that an employee who requires up to 3.75 hours of time off with pay per week for the purpose of attending medical appointments related to chronic medical conditions has already made arrangements for those appointments.

The Bargaining Agent has not provided any evidence to demonstrate why these changes are needed.

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.

Remarks

The Bargaining Agent proposes to add a new article on the duty to accommodate.

The Employer has no desire to introduce the duty to accommodate into the collective agreement. There are well established and very effective policies that address the Employer's legal obligations in this regard.

The Employer also sees no need to introduce new language on salary protection as members of the EB Group have negotiated and already benefit from salary protection: red circling at clause 26.05 under Article 26: Pay Administration:

26.05 This article is subject to the memorandum of understanding signed by the Employer and the Alliance dated February 9, 1982, in respect of red-circled employees.

Legal framework

The Canadian Charter of Rights and Freedoms guarantees certain rights to all persons and prohibits discrimination on the basis of several grounds, as noted in subsection 15 (1) below. In several cases, Canadian courts have emphasized that accommodation is an essential means of ensuring the equal participation of all persons in all sectors of Canadian society.

Equality before and under law and equal protection and benefit of law

15 (1) Every individual is equal before and under the law and has the right to the equal protection and equal benefit of the law without discrimination and, in particular, without discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability.

Under the Canadian Human Rights Act, employers must accommodate individuals and groups of individuals to the point of undue hardship considering issues of health, safety and cost.

Purpose of Act

2 The purpose of this Act is to extend the laws in Canada to give effect, within the purview of matters coming within the legislative authority of Parliament, to the principle that all individuals should have an opportunity equal with other individuals to make for themselves the lives that they are able and wish to have and to have their needs accommodated, consistent with their duties and obligations as members of society, without being hindered in or prevented from doing so by discriminatory practices based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability or conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered.

The Employment Equity Act requires the reasonable accommodation of persons with disabilities and others within the federal workplace. The Act also requires employers to identify and remove barriers to the employment of persons in designated groups.

Purpose of Act

2 The purpose of this Act is to achieve equality in the workplace so that no person shall be denied employment opportunities or benefits for reasons unrelated to ability and, in the fulfilment of that goal, to correct the conditions of disadvantage in employment experienced by women, Aboriginal peoples, persons with disabilities and members of visible minorities by giving effect to the principle that employment equity means more than treating persons in the same way but also requires special measures and the accommodation of differences. Under the Employment Equity Act, the Treasury Board and the Public Service Commission share employer responsibilities to the extent of their authority under the Financial Administration Act and the Public Service Employment Act.

Employer policies

The Employer's policies on the duty to accommodate are consistent with the fundamental Canadian legal principles. The Employer wishes to continue with these policies which are part of the framework for disability management in the federal public service. For example:

- a. The Fundamentals – Duty to Accommodate: Roles and Responsibilities
- b. Directive on the Duty to Accommodate
- c. Duty to Accommodate: A General Process for Managers
- d. Public Service Commission Guide on Priority Entitlements, Part II, chapter 5: Employee who becomes disabled.

The Employer also submits that certain portions of the Bargaining Agent's proposal deal with staffing issues (i.e., deployments) which are governed by the *Public Service Employment Act* and would therefore contravene section 113 of the FPSLRA.

Collective agreement not to require legislative implementation

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

(a) doing so would require the enactment or amendment of any legislation by Parliament, except for the purpose of appropriating money required for the implementation of the term or condition; or

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

The Employer further respectfully submits that the Commission does not have the jurisdiction to deal with the Bargaining Agent's proposal pursuant to subparagraphs 177(1)(a) and 177(1)(b) of the FPSLRA:

Report not to require legislative implementation

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

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

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

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

(d) in the case of a separate agency, the term or condition relates to termination of employment, other than termination of employment for a breach of discipline or misconduct.

Therefore, the Employer proposes not to include this demand in the agreement.

New Article – Indigenous Languages Allowance

Union Proposal

The union RESERVES the right to table further proposals under this article pending receipt of additional data from the Joint Committee on Indigenous Languages

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.

Remarks

The Bargaining Agent proposes to introduce a new allowance for employees who use an indigenous language in the workplace.

New allowance

The Bargaining Agent proposes to introduce a new allowance for employees who use an Indigenous language in the workplace.

It should be noted that in the last round of negotiations, the parties signed a Memorandum of Understanding with respect to Indigenous Languages (Appendix P) to establish a joint committee to review the use of Indigenous languages in the public service, examine Indigenous language skills in the performance of employee duties and consider the advantages that Indigenous language speakers bring to the public service.

The Employer argues that it is not enough to simply say that an employee 'uses' an indigenous language in the workplace. There is a difference between the ability to offer a basic greeting and the ability to carry on a conversation and/or provide a service in an Indigenous language.

While the work of the joint committee is advancing, the parties have not yet finalized their report.

The Bargaining Agent did not provide a detailed rationale to justify this proposal. In addition, such provisions do not exist in other CPA or separate agency collective agreements.

In addition, the Bargaining Agent's proposal poses several operational challenges, such as, but not limited to, eligibility, proficiency assessment, identification of positions, and would impact several departments across Canada.

Finally, the Employer is not in agreement with linking any increases to allowances (new or existing) with general economic increases.

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

Appendix “F” – Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Education and Experience Grid for the ED-EST Employees

Employer Proposal

~~The parties agree to establish a joint committee comprised of equal representation to meet within sixty (60) days of the signing of the present agreement. The committee will review:~~

- ~~a. the professional qualifications of teachers and supervisory personnel (that is, assistant principals, principals, etc.) required by provincial Ministries of Education and Colleges of Teachers for employment in elementary and secondary education.~~
- ~~b. the existing definitions related to “teacher education” to ensure compliance with provincial standards by INAC and CSC and review accordingly the current definitions of qualifications and experience for grid placement.~~
- ~~c. the regional pay grids of ten (10) month and twelve (12) month ED-EST to reflect revised pay notes.~~

~~The committee will submit its findings and its recommendations to the parties within six (6) months of its first (1st) meeting.~~

~~Time spent by the members of the joint committee shall be considered time worked. All other costs will be the responsibility of each party.~~

Remarks

The Employer proposes that Appendix F be deleted.

The Memorandum of Understanding (MOU) with respect to Education and Experience Grid for the ED-EST Employees was introduced into the EB collective agreement that expired on June 30, 2007.

Given the passage of time, the Employer suggest that the MOU is no longer relevant and therefore should be removed from the agreement.

Appendix “I” – Letter of Understanding between the Treasury Board and the Public Service Alliance of Canada with Respect to the Classification Review

Employer Proposal

~~Unless otherwise agreed with the Alliance, the Employer agrees not to enter into collective bargaining with respect to modifications to the EB rates of pay related to classification review during the life of the present agreement until notice to bargain has been served.~~

Remarks

The Employer proposes that this Appendix be deleted.

The Letter of Understanding (LOU) with Respect to the Classification Review was introduced into the collective agreement that expired on June 30, 2003, as a result of the long-defunct Universal Classification System (UCS).

The Employer notes that there are no plans to review this LOU that is no longer relevant and should be removed from the agreement.

PART V – Education and Library Science (EB) Group Definition

Education and Library Science (EB) Definition

The Education and Library Science Group comprises positions that are primarily involved in the instruction of people of different age groups in school or in out-of-school programs; the application of a comprehensive knowledge of educational techniques to the teaching and counselling of students in schools and to the education, training and counselling of youths and adults in out-of-school programs, to the conduct of research and to the provision of advice related to education; and the application of a comprehensive knowledge of library and information science to the management and provision of library and related information services.

Inclusions

Notwithstanding the generality of the foregoing, for greater certainty, it includes positions that have, as their primary purpose, responsibility for one or more of the following activities:

- the instruction of students of all ages in the following, where the application of a comprehensive knowledge of educational techniques is not required: cultural matters and academic subjects as part of an elementary or secondary school curriculum; a second language; or an organized program of physical education;
- the application of a comprehensive knowledge of educational techniques to teach, train or counsel students in schools or in out-of-school programs;
- the application of a comprehensive knowledge of educational techniques to plan, develop, conduct or evaluate specialized educational programs such as language training, vocational training, adult education, literacy education and health education;
- the application of a comprehensive knowledge of library and information science to:
 - select, acquire, organize, preserve and dispose of library materials;
 - catalogue, classify, index and analyze information and library materials;
 - provide reference, referral, bibliographic, advisory, information retrieval, and document delivery services, and perform other functions to assist users in accessing library materials; and
 - evaluate, develop, select, implement and use manual and automated systems and networks to record, organize, store, search, retrieve and

make accessible information in library or information management operations; and

- the leadership of any of the above activities.

Exclusions

Positions excluded from the Education and Library Science Group are those whose primary purpose is included in the definition of any other group or those in which the following activity is of primary importance:

- the planning, development and presentation of courses of study for undergraduates and graduates in universities.

Education (ED) Sub-Group Definition

The Education and Library Science Sub-Group comprises positions that are primarily involved in the application of a comprehensive knowledge of educational techniques to the teaching and counselling of students in schools and to the education, training and counselling of youths and adults in out-of-school programs, to the conduct of research and to the provision of advice related to education.

Inclusions

Notwithstanding the generality of the foregoing, for greater certainty, it includes positions that have, as their primary purpose, responsibility for one or more of the following activities:

2. the application of a comprehensive knowledge of educational techniques to teach, train or counsel students in schools or in out-of-school programs;
3. the application of a comprehensive knowledge of educational techniques to plan, develop, conduct or evaluate specialized educational programs such as language training, vocational training, adult education, literacy education and health education;
5. the leadership of any of the above activities.

Exclusions

Positions excluded from the Education and Library Science Group are those whose primary purpose is included in the definition of any other group or those in which the following activity is of primary importance:

1. the planning, development and presentation of courses of study for undergraduates and graduates in universities.

Education – Education Services (ED-EDS) Sub-Group Definition

The planning, development, direction or evaluation of education programs such as language teaching, vocational training, elementary and secondary teaching, adult education, literacy education and health education; the conduct of educational research; the provision of advice.

Inclusions

Positions included in this sub-group are those in which one or more of the following duties is of primary importance:

- the conduct of education research, such as curriculum or test research and development;
- the evaluation of course or program content and the planning and development of new programs;
- the evaluation of teaching methodology and of teacher performance;
- the direction of an education program, or part of a program;
- the provision of advice on any of the aforementioned duties;
- the supervision or direction of any of these duties.

Exclusions

Positions excluded from this sub-group are those in which one or more of the following duties is of primary importance:

- the teaching of an official or foreign language to members of the Canadian Public Service, or the supervision of these duties by senior teachers or principals;
- the teaching of elementary, secondary or vocational subjects in Indian and northern schools and academic, technical and vocational subjects in other Canadian Government institutions;
- the teaching of classes in literacy and adult education in Indian and northern communities;
- the counselling of Indian students and students in northern communities;
- the supervision or direction of teaching activities by department heads, assistant principals and principals in Indian and northern schools and by their counterparts in other Canadian Government institutions;
- the administration of a district or region within which the administration of the education system is one component.

Education – Elementary and Secondary Teaching (ED-EST) Sub-Group Definition

The teaching and counselling of students in elementary and secondary schools; the teaching and counselling of youths and adults; the supervision of teaching and counselling activities.

Inclusions

Positions included in this sub-group are those in which one or more of the following duties is of primary importance:

- the teaching of elementary, secondary or vocational curricula in Indian and northern schools and academic, technical and vocational subjects in other institutions of the Public Service of Canada;
- the teaching of classes in literacy and adult education in Indian and northern communities;
- the counselling of Indian students and students in northern communities;
- the supervision of any of the above duties as provided by department heads, assistant principals and principals in Indian and northern schools and by their counterparts in other institutions of the Public Service of Canada.

Exclusions

Positions excluded from this sub-group are those in which one or more of the following duties is of primary importance:

- the direction of an education program, or part of a program;
- the planning, development or evaluation of education programs such as elementary and secondary teaching, language teaching, vocational training, adult education, literacy education and health education;
- the conduct of educational research, the development of curricula or tests, or the provision of advice;
- the teaching of an official or a foreign language to members of the Canadian Public Service, or the supervision of these duties by senior teachers or principals.

Education – Language Teaching (ED-LAT) Sub-Group Definition

The teaching, or the supervision of the teaching, of an official or a foreign language to members of the Public Service of Canada and such other persons as may be authorized from time to time.

Inclusions

Positions included in this sub-group are those in which one or more of the following duties is of primary importance:

- the teaching of English, French or a foreign language to members of the Public Service of Canada and such other persons as may be authorized from time to time;
- the provision of guidance and direction to language teachers by a senior teacher;
- the administration by a school principal of a language school of the Public Service of Canada.

Exclusions

Positions excluded from this sub-group are those in which one or more of the following duties is of primary importance:

- the teaching of elementary, secondary or vocational curricula in Indian and northern schools and in other institutions of the Public Service of Canada;
- the teaching of basic or literacy education classes in Indian and northern communities;
- the direction of an education, program, or part of a program;
- the planning, development or evaluation of educational programs;
- the conduct of education research, the development of curricula or tests or the provision of advice;
- the planning, teaching, direction or guidance of education programs for adults other than those carried out in language schools of the Public Service of Canada.

Educational Support (EU) Sub-Group Definition

The Education and Library Science Sub-Group comprises positions that are primarily involved in the instruction of people of different age groups in school or in out-of-school programs.

Inclusions

Notwithstanding the generality of the foregoing, for greater certainty, it includes positions that have, as their primary purpose, responsibility for one or more of the following activities:

1. the instruction of students of all ages in the following, where the application of a comprehensive knowledge of educational techniques is not required: cultural matters and academic subjects as part of an elementary or secondary school curriculum; a second language; or an organized program of physical education;
5. the leadership of any of the above activities.

Exclusions

Positions excluded from the Education and Library Science Group are those whose primary purpose is included in the definition of any other group.

Educational Support – Language Instructor (EU-LAI) Sub-Group Definition

The primary duties of positions in this sub-group are to instruct youths or adults in a second language.

Educational Support – Physical Education Instructor (EU-PEI) Sub-Group Definition

The primary duties of positions in this sub-group are to conduct a program of physical fitness for youths or adults.

Educational Support – Teachers' Aide (EU-TEA) Sub-Group Definition

The primary duties of positions in this sub-group are to counsel students or to instruct students in a classroom setting on cultural matters and academic subjects, as part of an elementary or secondary curriculum.

Library Science (LS) Sub-Group Definition

The Education and Library Science Sub-Group 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.

Inclusions

Notwithstanding the generality of the foregoing, for greater certainty, it includes positions that have, as their primary purpose, responsibility for one or more of the following activities:

4. the application of a comprehensive knowledge of library and information science to:
 - a. select, acquire, organize, preserve and dispose of library materials;
 - b. catalogue, classify, index and analyze information and library materials;
 - c. provide reference, referral, bibliographic, advisory, information retrieval, and document delivery services, and perform other functions to assist users in accessing library materials; and
 - d. evaluate, develop, select, implement and use manual and automated systems and networks to record, organize, store, search, retrieve and make accessible information in library or information management operations; and
5. the leadership of any of the above activities.

Exclusions

Positions excluded from the Education and Library Science Group are those whose primary purpose is included in the definition of any other group.