



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

**PUBLIC INTEREST COMMISSION BRIEF  
OF THE  
PUBLIC SERVICE ALLIANCE OF CANADA**

**IN THE MATTER OF THE FEDERAL PUBLIC SECTOR LABOUR  
RELATIONS ACT AND A DISPUTE AFFECTING THE PUBLIC SERVICE  
ALLIANCE OF CANADA AND TREASURY BOARD, IN RELATION TO  
THE EMPLOYEES OF THE EMPLOYER IN THE:**

**Operational Services Group (SV)**

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# **PART 1: INTRODUCTION**

## COMPOSITION OF THE BARGAINING UNIT

The Operational Services (SV) Group comprises eight different categories of employees certified by the Federal Public Service Labour Relations and Employment Board (FPSLREB). According to the information provided by the Employer to the Union at the outset of this round of bargaining, the population in these categories are:

- |   |                 |
|---|-----------------|
| • Firefighters (FR):                        | 516 employees   |
| • General Labour and Trades (GL):           | 4,261 employees |
| • General Service (GS):                     | 3,343 employees |
| • Heating, Power and Stationary Plant (HP): | 384 employees   |
| • Hospital Services (HS):                   | 302 employees   |
| • Lightkeepers (LI):                        | 110 employees   |
| • Ships' Crews (SC):                        | 1,483 employees |
| • Printing Operations (Supervisory) (PR):   | 3 employees     |

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Total:	10,402 employees
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The SV classification is primarily involved in the protection of government facilities and structures, including, but not limited to, the leadership of any of the below identified activities. This group includes eight (8) sub-groups:

- Firefighters (FR) responsibilities include the performance of fire protection, fire prevention and/or airport rescue activities.
- General Labour and Trades (GL) group comprises positions that are primarily involved in the fabrication, maintenance, repair, operation and protection of machines, equipment, vehicles, government facilities and structures such as buildings, vessels, stationary and floating plants, stores, laboratories, and equipment. For example, some of the GL responsibilities include the fabrication, alteration, maintenance or repair of buildings, structures, roads or other installations; the installation, operation, maintenance or repair of equipment, distribution systems or vehicles; the production of parts, prototypes or other items; the cultivation of grounds, gardens and other land or the propagation of plants; and the care and feeding of animals.
- General Services (GS) comprises positions that are primarily involved in the maintenance and protection of government facilities and structures such as buildings, stores, laboratories, and equipment; and the provision of food, personal support services.
- Heating, Power and Stationary Plant Operations (HP) group comprises positions that are primarily involved in the maintenance, repair, operation of machines, equipment, as well as government facilities and structures such as stationary plants. Specifically, the HP group is responsible for the inspection, installation, operation, maintenance or repair of specialized and non-specialized instruments, equipment and machinery used in or related to: the generation of heat, electricity, refrigeration, or air conditioning; sewage treatment and disposal; water supply and treatment; marine navigation; and the handling and storage of fuels and lubricants;
- Hospital Services (HS) group comprises positions that are primarily involved in the provision of food, personal or health support services. Specifically, duties include

the cleaning and servicing of buildings and adjacent grounds, including housekeeping and janitorial services; the patrolling, observing, checking and taking of preventive action in protecting property from damage or loss; the receipt, storage, manual or mechanical handling of equipment, and the recording of transactions in an equipment or supplies stores context; the provision of food, laundry and messenger services, and other services, such as tailoring, to accommodate, patients or guests; the provision of patient care and health care support services not requiring the qualifications of a registered nurse, occupational therapist or physical therapist; the provision of routine assistance to pathologists, dentists, nurses, therapists and laboratory technicians.

- Lightkeepers (LI) group comprises positions that are primarily involved in the maintenance, repair and operation of equipment government facilities and structures such as buildings. Specifically, the operation and maintenance of light-station equipment and the upkeep of the light-station buildings, landing facilities or grounds.
- Printing Services Supervisory (PR(S)) group comprises the leadership of printing services pertaining to the production and binding of text material and illustrations by the various techniques used in the printing industry and directly related printing environments.
- Ships' Crew (SC) group comprises the operation and servicing of vessels staffed by civilians, including floating plants and associated equipment, and activities performed in support of programs such as buoy tending, fisheries enforcement and rescue operations.

## HISTORY OF NEGOTIATIONS

This round of collective bargaining commenced with a first meeting and an exchange of proposals on June 16, 2021. Since then, the parties have met on the following dates:

- June 16-17, 2021
- September 21-23, 2021
- October 26-28, 2021
- January 18-20, 2022
- March 1-3, 2022
- May 4-5, 2022
- October 11-14, 2022

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

- June 14-15, 2021
- September 28-30, 2021
- November 2-4, 2021
- February 1-3, 2022
- March 29-31, 2022
- September 12-14 & 20-23

Looking at both tables combined, the parties have met for a total of 13 sessions consisting of 41 days. Despite this, the parties have reached agreement on very few issues. The Union would characterize all signed off language as housekeeping. All of the substantive issues remain outstanding. On May 4<sup>th</sup>, 2022, the Employer tabled a comprehensive offer to settle all outstanding collective bargaining issues (**Exhibit A**). However, this offer did not address key member concerns and on May 18<sup>th</sup>, 2022, the Public Service Alliance of Canada (PSAC) requested the establishment of a Public Interest Commission to assist the parties in reaching an agreement on all of the outstanding issues.



## **PSAC BARGAINING TEAM**

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

The PSAC SV Bargaining Team is:

Brent McInnis (HP)

Satinder Bains (HP)

Bert Farwell (SC)

Marcelo Lazaro (GL)

Kristina MacLean (SC)

Serge Desbiens (FR)

Jason Elder (FR)

Colleen Coffey, PSAC Regional Executive Vice-President, Atlantic

Appearing for the PSAC are:

Mathieu Brûlé, Negotiator, PSAC

Darren Pacione, Research Officer, PSAC

## LEGISLATIVE FRAMEWORK

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

- 175.** *In the conduct of its proceedings and in making a report to the Chairperson, the public interest commission must take into account the following factors, in addition to any other factors that it considers relevant:*
- (a) the necessity of attracting competent persons to, and retaining them in, the public service in order to meet the needs of Canadians;*
  - (b) the necessity of offering compensation and other terms and conditions of employment in the public service that are comparable to those of employees in similar occupations in the private and public sectors, including any geographic, industrial or other variations that the public interest commission considers relevant;*
  - (c) the need to maintain appropriate relationships with respect to compensation and other terms and conditions of employment as between different classification levels within an occupation and as between occupations in the public service;*
  - (d) the need to establish compensation and other terms and conditions of employment that are fair and reasonable in relation to the qualifications required, the work performed, the responsibility assumed and the nature of the services rendered; and*
  - (e) the state of the Canadian economy and the Government of Canada's fiscal circumstances.<sup>1</sup>*

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

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<sup>1</sup> <https://laws-lois.justice.gc.ca/eng/acts/p-33.3/page-8.html#h-405833>

## **PART 2: OUTSTANDING SV-SPECIFIC ISSUES**

## ARTICLE 2: INTERPRETATION AND DEFINITIONS

### PSAC PROPOSAL

**2.01** For the purpose of this agreement:

- m. “family”** (famille) except where otherwise specified in this agreement, means father, mother (or, alternatively, stepfather, stepmother, or foster parent), brother, sister, **brother-in-law, sister-in-law**, step-brother, step-sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, **aunt, uncle**, the employee’s grandparents **(including the grandparents of the employee’s spouse or common-law partner)**, and relative permanently residing in the employee’s household or with whom the employee permanently resides, **and a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee;**

### RATIONALE

The Union’s proposal in Article 2, to amend the definition of family to include common familial relations and non-familial relations not included in the definition, is meant to not only create a definition of family that is better reflective of the diverse ways in which individuals assign importance to various familial relationships, but also give the collective agreement greater internal consistency.

The current collective recognizes several relationships formed through their spouse or common-law partner (son and daughter-in-law, and mother and father-in-law), as well as relationships from the employee’s extended family (grandparents). It is the Union’s position that the exclusion of similar types of familial relationships, including brother and sister-in-law, aunt and uncle, and grandparents of the employee’s spouse or common-law partner) is arbitrary, and should be corrected.

The current exclusion of brother and sister-in-law, grandparents of the employee’s spouse, and aunt and uncle of the employee from the definition of Family in Article 2 has a tangible effect on employees, as it denies them access to certain rights that are available for similar familial relationships. For example, this arbitrary exclusion limits

access to leaves such as bereavement leave without loss of pay to one day for the employee's brother or sister-in-law, as opposed to the seven days granted to mourn the loss of a son-in-law, daughter-in-law, father-in-law or mother-in-law. In the case of aunts, uncles, or grandparents of the employee's spouse, the exclusion from bereavement and other leaves is total.

Finally, the Union's proposal to add "a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee" to the definition of Family in Article 2 is meant to ensure greater internal consistency in the collective agreement, as this relationship is currently recognized in Articles 44, 46, and 49. The Union is proposing to further harmonize the definition of Family in the collective agreement by recognizing this relationship in Article 2.

<p style="text-align: center;"><b>ARTICLE 22: HEALTH AND SAFETY</b></p>
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**PSAC PROPOSAL**

The Union withdraws its proposal in Article 22 and proposes to renew the current language without changes.

## ARTICLE 25: HOURS OF WORK

### **PSAC PROPOSAL**

**The weekly hours of work shall be 37.5 hours, without any reduction in the yearly salary, leave credits or benefits.**

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

### **RATIONALE:**

With respect to Hours of Work, the Union has two proposals. The first is the conversion of the work week for members of the bargaining unit to a standard 37.5 hours per week without any reduction in pay, benefits, or leave. This proposal aligns the SV bargaining unit closer to the work weeks and work-life balance of members elsewhere in the federal public service. Every day, our members work with and alongside other federal public service workers whose work weeks are 37.5 hours. Sometimes they're even supervised by people who work 37.5 hours per week. The Union is proposing to bring them all in line with one another.

This is not just a matter of principle and standardization. There are also very real practical reasons that this change should be made. The difference in work weeks, and consequently workdays, has had impacts on our members' abilities to do their work. For example, we've had members report to us that they have shown up to work sites to perform some work later in the day, only to find that the sites were closed and locked up because other employees who work shorter days and weeks were done for the day.

With respect to internal relativity in the Core Public Administration (CPA), the Canada Revenue Agency (CRA) completed this transition approximately 15 years ago with the standardizing the work week of its GL/GS employees at the same number of hours per week as all its other employees. Relevant here is the need to maintain appropriate relationships 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. This is about choice, not feasibility. The Employer claims this change would be expensive, but no back-filling of positions will be needed with this alignment.

The Union argues that this is a matter of scheduling; the same work can be provided on thirty-seven-hour work schedules. Most of the work is not a 24/7 operation. In addition, the several employees in this classification are directly supervised by workers working 37.5 hours. Again, other federal public sector employers, have done the same. The National Capital Commission (NCC) as well as many airports, have reduced the work week for their GL and GS employees without a reduction in salary. They have recognized that the work can be done on a 37.5-hour work week schedule, without negatively impacting their operations. This change recognizes and assists employees with their work/life balance, thus improving morale in the workplace and along with it, productivity.



## **PSAC PROPOSAL**

### **25.01 - Notwithstanding 25.01(d):**

- e) Effective August 5, 2011, employees occupying positions in the GS-FOS subgroup, whose hours of work do not meet the definition of shift work in accordance with Article 25.01(d) and whose hours of work begin before 06:00 or end after 18:00, will be paid a premium of ~~two dollars and twenty-five cents (\$2.25)~~ **two dollars and fifty cents (\$2.50)** ~~five dollars (\$5.00)~~ per hour for each hour worked between 16:00 and 08:00.

### **RATIONALE:**

The strikeout of 'FOS' expands the scope of applicability of 25.01(e). The strikeout proposal seeks to align the language of 25.01(e) with a broader past application within the GS group. Language was changed in the definition of a day, and it had the unintended result of excluding certain groups who previously has access to this premium. The parties negotiated to include the GS-FOS in a previous round, and we are looking to complete the work of repairing the consequences of the previous change.

Next, with respect to the increase to \$2.50, see rationale for Article 27 – Shift and Weekend Premium.

## **PSAC PROPOSAL**

**25.XX The Employer shall not change day workers into shift workers nor change shift workers into day workers without mutual agreement between the Employer and the Alliance.**

### **RATIONALE:**

At 25.XX, the Union is proposing new language that would specify that no day worker could be changed to a shift worker, and no shift worker could be changed to a day worker, without mutual agreement between the employer and the union.

This is also an issue that has been longstanding source of concern for members of the SV bargaining unit. Importantly, this is largely an issue of work-life balance and stability. Having your schedules changed from day worker to shift worker, and vice-versa, can have a significant impact on the lives of our members, and we are proposing that, before this happens, the parties come to an agreement on the change.

<b>ARTICLE 27: SHIFT AND WEEKEND PREMIUMS</b>
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**PSAC PROPOSAL****Exclusions**

**This article does not apply to the LI group.**

~~This article does not apply to the FR, LI and SC Groups.~~

Clause 27.01, Shift premium, does not apply to employees working hours of work not defined as a shift, covered by clause 25.02, Article 28 or clauses 1.02 and 1.03 of Appendix B; clauses 2.01 and 2.02 of Appendix C, clauses 2.03 and 2.04 of Appendix D, clauses 1.01 and 1.02 of Appendix E, and clause 1.01 of Appendix H.

**27.01 Shift premium**

An employee working on shifts will receive a shift premium of ~~two dollars and twenty-five cents (\$2.25)~~ **two dollars and fifty cents (\$2.50)** ~~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.

~~An employee working on shifts will receive a shift premium of eight dollars (\$8.00) per hour for all hours worked, including overtime hours, between 00:00 and 08:00.~~

**27.02 Weekend premium**

- a. An employee working during the weekend will receive an additional premium of ~~two dollars (\$2.00)~~ **two dollars and fifty cents (\$2.50)** ~~five dollars (\$5.00)~~ ~~five dollars (\$5.00)~~ per hour, including overtime hours, for all hours worked on Saturday or Sunday.
- b. Paragraph (a) shall not apply to employees whose regular hours of work are scheduled from Monday to Friday.

**RATIONALE**

Workers have not seen an increase of the weekend premium since August 2002—over two decades. While they did secure an increase of the shift premium last round, more is needed to further offset wage lag with the private sector. The Canada Revenue Agency shift and weekend premium is also \$2.25.<sup>2</sup> In addition, the Ships Repair (East) and Ship Repair (West) shift premium formulas are one-seventh (1/7) of the employee's basic hourly rate of pay for evening is the equivalent of about \$4 to approximately \$6 depending on the pay range. Ship Repair (West) shift premium formula for night is one-fifth.

The relativity between the value of the shift and weekend premium and the hourly rate of pay also needs to be maintained through an upward adjustment to the premium. Otherwise, the premium pay associated with shift work would not properly compensate employees for the hardship and inconvenience represented by this kind of work.

Notably, federal public sector employers have agreed to a considerable increase in shift premium for other groups of workers it employs. For example, through either negotiated settlement or arbitral award, the PSAC bargaining units at the House of Commons, Library of Parliament, and Senate have increased the shift and weekend premiums to \$2.25. For the PSAC bargaining unit at the Parliamentary Protective Service, the shift and weekend premium was increased to \$2.40. (**Exhibit B**).

While shift work may be critical for the operation of important government services that require around-the-clock staffing, the impact of those schedules on the health and welfare of the employees is significant.

Amendments to the scope of exclusions propose to compensate the FR and SC for applicable shift work but recognizes that the Lightkeeper's Supplementary Allowance accounts for loss of income including shift premium.

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<sup>2</sup> Agreement between the Canada Revenue Agency and the Public Service Alliance of Canada - Article 27 – Shift premiums: [https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/collective-bargaining/psac.html#h\\_3.3](https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/collective-bargaining/psac.html#h_3.3)

## ARTICLE 29: OVERTIME

### PSAC PROPOSAL

#### **Exclusions**

This article does not apply to the FR, LI and SC Groups.

**29.02** Where overtime work is authorized in advance by the Employer, an employee is entitled to overtime compensation **at double time** for each completed fifteen (15) minute period of overtime worked by the employee.

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

#### ~~**29.06** Overtime compensation~~

~~Subject to clause 29.02, an employee is entitled to time and one half (1 1/2) compensation for each hour of overtime worked by the employee.~~

~~**29.07** Notwithstanding clause 29.06, an employee is entitled to double (2) time for each hour of overtime worked by the employee,~~

- ~~a. on a scheduled day of work or a first (1st) day of rest, after a period of overtime equal to the normal daily hours of work specified in the Group Specific Appendix;  
and~~
- ~~b. on a second (2nd) or subsequent day of rest, provided the days of rest are consecutive, except that they may be separated by a designated paid holiday;  
and~~
- ~~c. where an employee is entitled to double (2) time in accordance with paragraphs (a) or (b) above and has worked a period of overtime equal to the normal daily hours of work specified in the Group Specific Appendix, the employee shall continue to be compensated at double (2) time for all hours worked until he or she is given a period of rest of at least eight (8) consecutive hours.~~

#### **29.09 Overtime meal allowance**

The Union withdraws its proposal in Article 29.09 and proposes to renew the current language without changes.

**RATIONALE:**

The Union proposes that all overtime be compensated at the rate of double time. This proposal simplifies and streamlines the input of overtime pay. Overtime, a form of non-basic pay, was regularly missing or miscalculated by the Phoenix pay system. Currently, overtime can be earned at variety of rates: 1.5 times the base rate, 1.75 times the base rate, and double time in specific situations. The union's proposal simplifies the input of overtime to a single rate. Further this proposal recognizes that any overtime is a disruption of the work/life balance. For non-shift workers, Sunday is currently paid at double time and any extra time worked is equally as important as your second day of rest. The strikeouts in 29.06 and 29.07 are meant to reflect the changes in 29.02, and as the note under 29.02 indicates, this change would require some consequential changes throughout the collective agreement, particularly in some of the group-specific appendices.

## **ARTICLE 30: CALL-BACK PAY**

### **PSAC PROPOSAL**

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

- a. on a designated paid holiday which is not the employee's scheduled day of work,  
or
- b. on the employee's day of rest,  
or
- c. after the employee has completed his or her work for the day and has left his or her place of work and returns to work, the employee shall be paid the greater of:
  - i. Compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back ~~to a maximum of eight (8) hours' compensation in an eight (8) hour period~~, 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.~~

### **RATIONALE**

The Union is proposing two changes to Article 30, both of which seek to allow for proper compensation for call-back in all instances in which it may be used.

The first change proposed by the Union aims to remove the eight-hour cap during which an employee is eligible for call-back pay. Current language states that employees can receive a maximum of three hours of pay per call-back, to a maximum of eight hours. This language works when employees are called back once or twice in an eight-hour period, but some of our members have reported to us that they have on occasion received three call-backs, meaning that they have received eight hours of pay for up to nine hours of work. The Union is attempting to correct this oversight.

The second change being sought by the Union in this proposal is to remove the language stating that call-back pay does not apply if it is contiguous to the employee's normal hours of work. This language creates situation in which employees who are called back in to work less than three hours from the beginning of their regular shift receive less

compensation than those who are called in at other times. For example, if an employee's regular shift begins at 8am and they are called back at 6am, that employee will receive only two hours of compensation rather than three, even though the disruption to their personal lives on their personal time is the same.



## **ARTICLE 31: STANDBY**

### **PSAC PROPOSAL**

#### **Exclusions**

This article does not apply to the FR, LI or SC Groups.

**31.01** Where the Employer requires an employee to be available on standby during off-duty hours, such employee shall be compensated at the rate of one **(1)** ~~half (1/2)~~ for each four (4)-hour period or part thereof for which the employee has been designated as being on standby duty.

#### **RATIONALE:**

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

Several large provincial and territorial government collective agreements have similar or better language than what the Union is advancing in this round of bargaining. These comparators demonstrate that employers are providing higher rates of compensation for standby than currently exists for the SV group in the Federal Public sector. The Union's proposal to improve compensation for Standby is both responsive and reasonable. The British Columbia General Employee Union's Main Collective Agreement stipulates that there shall be one (1) hours pay for each 3 hours of standby:

#### **14.5 Standby Provisions**

- (a) Where employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one hour's pay for each three hours standing by. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this clause do not apply to part-time employees who are not assigned a regular work schedule and who are normally required to work whenever called.<sup>3</sup>

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

### **18.03 Stand-by Pay**

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

- (1) Where the Employer requires an employee to be available on stand-by during off-duty hours, an employee shall be entitled to a stand-by payment of equivalent to two (2) hours of their regular straight time hourly rate for each eight (8) consecutive hours or portion thereof, that they are on stand-by.<sup>4</sup>

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

*UN 10.4 When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one half (½) his or her basic hourly rate with a minimum credit of four (4) hours pay at his or her basic hourly rate.<sup>5</sup>*

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<sup>3</sup> BCGEU 18th Main Agreement, Art. 14.5: [https://www2.gov.bc.ca/assets/gov/careers/managers-supervisors/managing-employee-labour-relations/bcgeu\\_main\\_agreement.pdf](https://www2.gov.bc.ca/assets/gov/careers/managers-supervisors/managing-employee-labour-relations/bcgeu_main_agreement.pdf)

<sup>4</sup> Government of Yukon and the PSAC, Art. 18.03 (Exp. Dec. 31, 2021): [https://yukon.ca/sites/yukon.ca/files/psc/yg\\_psac\\_yeu\\_collective\\_agreement.pdf](https://yukon.ca/sites/yukon.ca/files/psc/yg_psac_yeu_collective_agreement.pdf)

<sup>5</sup> Ontario Government (Ontario Public Service) and OPSEU, Art. UN 10.4 (Exp. Dec. 31, 2021): [https://opseu.org/wp-content/uploads/2018/05/2018-2021\\_ops\\_unified\\_extension\\_agreement.pdf?utm\\_source=post](https://opseu.org/wp-content/uploads/2018/05/2018-2021_ops_unified_extension_agreement.pdf?utm_source=post)

<p style="text-align: center;"><b>ARTICLE 32:</b> <b>DESIGNATED PAID HOLIDAYS</b></p>
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**PSAC PROPOSAL**

**32.07**

- a. When an employee works on a holiday, he or she shall be paid ~~time and one-half (1 1/2)~~ **double time** for all hours worked, up to the daily hours specified in the relevant Group Specific Appendix, ~~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,
- b. Notwithstanding paragraph (a) when an employee works on a holiday contiguous to a day of rest on which he or she also worked and received overtime ~~in accordance with clause 29.07~~, the employee shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.

*Consequential amendments throughout the agreement must be made pursuant to these changes being agreed upon.*

**RATIONALE**

The Union is making a proposal in 32.07 that all work performed on designated paid holidays be paid at double overtime. This is meant to reflect the changes made in Article 29.

<p style="text-align: center;"><b>ARTICLE 37:</b> <b>VACATION LEAVE WITH PAY</b></p>
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**PSAC PROPOSAL**

**Scheduling and Granting of vacation leave with pay**

**37.05**

- a. Employees are ~~expected~~ **encouraged** to take all their vacation leave during the vacation year in which it is earned.
- b. ~~The Employer reserves the right to schedule an employee's vacation leave.~~ In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
- i. grant an employee's vacation leave in an amount and at such time as the employee may request;
  - ii. not recall an employee to duty after the employee has proceeded on vacation leave;
  - iii. not cancel nor alter a period of vacation leave which has been previously approved in writing;
  - iv. ensure that, at the request of employee, vacation leave in periods of two (2) weeks or more are started following a scheduled period of rest days.
  - v. **to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by the employee in the current year.**
- c. Representative of the Alliance shall be given the opportunity to consult with representatives of the Employer on vacation schedules.

**37.11 Carry-over and/or liquidation of vacation leave**

- a. Where in any vacation year, an employee has not ~~used~~ ~~been granted~~ all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and eighty (280) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and eighty (280) hours shall be automatically paid at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

*Consequential amendments throughout the agreement must be made pursuant to these changes being agreed upon.*

## **RATIONALE**

Vacation leave [Common Issues].

With respect to 37.05, the Union is proposing a few changes. First, we're proposing to replace the word "expected" in the first sentence with "encouraged." Although we understand that vacation leave should generally be used in the year it is earned, there may be numerous reasons why someone may not be able to take the time off in that year. These include, but are not limited to, scheduling issues, unexpected events that would cause someone to have to cancel their leave without being able to find a time to reschedule. As such, the Union is proposing to reword to reflect that people are encouraged rather than expected to use the time off in the year that it's earned.

Several other collective agreements signed by the Employer contain similar wording that leaves room to recognize that flexibility around the use of vacation leave in the year it is earned. The wording being proposed by the Union for the SV group is the same that is found in, for example, a number of collective agreements that state that leave must "normally" be taken in the year it is earned (**EL group<sup>6</sup> at 17.08(a); FS group<sup>7</sup> at 23.07(a)**), while others state that it is "desirable" (**AI group<sup>8</sup> at 26.04(d)**).

Also in 37.05, we're proposing to strike out in b) the sentence about the employer being able to schedule an employee's vacation leave. When an employee takes vacation time should be up to the employee, not left up to the Employer. This concept is not new to Treasury Board, as the language proposed can be found in the collective agreement for the TC group (**Article 38.04**).<sup>9</sup>

Finally, the Union is proposing the addition of a new sub-clause in Article 37.05 b) v. that would provide employees with the opportunity to use up to four days of vacation from the current fiscal year in the following one. This is to provide members with greater flexibility

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<sup>6</sup> EL Group, 17.08(a): <https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=9#tocxx221955>

<sup>7</sup> FS Group, 23.07(a): <https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=12#toc20336220338>

<sup>8</sup> AI Group, 26.04(d): <https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=2#toc20484220486>

<sup>9</sup> TC Group, 38.04: <https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=25#toc25671225673>

in how the leave is used, and recognize that it may, on occasion be necessary for them to do so in order to meet their personal or family needs. Once again, this exact language can be found in the collective agreement negotiated by the employer and the PSAC for the TC group (Furthermore, the language proposed in the first line of 37.05 is found in the collective agreement for the TC group (**Article 38.04(b)**)).<sup>10</sup>

Finally, at 37.11, we are proposing to replace the words “has not been granted” with “has not been used”. The current wording leads to confusion and misinterpretation. For example, there have been several instances of managers interpreting this article in a way that prevents employees from carrying very much, if anything, over. The article should be applied in a way that allows members to carry over any unused leave, with whatever the restrictions are imposed by the cap further in this article. However, the current wording has seen some managers interpret it in a way that they are only allowed to carry over leave that has been requested and denied.

This is a longstanding concern for our members, and has been brought to the Employer’s attention on several occasions in the past, including at the bargaining table. Having a vacation carry-over system that would only allow carry-over in cases where the vacation leave has been denied makes no sense. It is an unnecessary restriction where there is already language limiting the amount that an employee can carry over. The Union is proposing to make this clarification to avoid further confusion and misinterpretation.

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<sup>10</sup> TC Group, 38.04(b): <https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=25#toc25671225673>

<p style="text-align: center;"><b>ARTICLE 38:</b> <b>SICK LEAVE WITH PAY</b></p>
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**PSAC PROPOSAL**

**38.04** When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 38.03, Sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to (200) hours or, one hundred eighty-seven and one half (187.5) **hours**, where the standard workweek is thirty-seven decimal five (37.5), hours per week, subject to the deduction of such advanced leave from any sick leave credits subsequently earned. **Granting of such leave will not be unreasonably denied.**

**Medical Certificate**

**38.09** In all cases, a medical certificate provided by a legally qualified medical practitioner shall be considered as meeting the requirements of paragraph 38.02(a).

**38.10** When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for all costs associated with obtaining the certificate. ~~Employees required to provide a medical certificate shall also be fully compensated for all time associated with the obtaining of said certificate.~~

***Note: The Union has amended its proposal in Article 38.10***

**RATIONALE**

At 38.04, the Union is proposing changes around the process of advancing sick leave credits. Finding oneself in a position where it is necessary to request the advancement of sick leave credits is not desirable one to be in. If an employee requests sick leave credits to be advances, it is because they need them. We are simply asking that these requests not be unreasonably denied.

With respect to medical certificates, the new 38.09 clarifies that a certificate from a legally qualified medical professional is enough to satisfy the requirements for being granted sick

leave outlined elsewhere in this article. A medical certificate from a medical professional legally qualified to practice their profession should be sufficient for the employee to be granted sick leave. Medical practitioners of all sorts are heavily regulated and legislated. They are specialists and are better suited than anyone to speak on whether an employee needs to take time to rest and recuperate, or to stay home to prevent spread of an illness. So, the Union is proposing language clarifying that providing a medical certificate is enough to meet the requirements in 38.02.

Finally, at the new 38.10, the Union is proposing that any medical certificate that is required by the Employer will also be paid for by the Employer, including the time required to obtain the certificate. Many medical professionals now charge a fee to their patients who need a medical certificate, including when it is required by their employer. If the Employer is going to require that Employees provide a medical certificate, all costs of obtaining this certificate should be borne by the Employer. It should not cost an Employee money to fulfill a requirement imposed on them by the Employer. This principle has been recognized elsewhere in the federal public service, as collective agreements at the House of Commons (**Scanners 19.09, Operational & Postal 21.09 b), Reporting and Text Processing 21.09 b)**), the Library of Parliament (**Library Technician Sub-Group and Clerical and General Services 20.09, and Library Science 20.09**). (**Exhibit C**) Hence, the Union is simply proposing that the standards that currently exist for other federal workers but put in place for workers in the core public administration.



<b>ARTICLE 40: INJURY ON DUTY LEAVE</b>
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**PSAC PROPOSAL**

**40.01** An employee shall be granted injury-on-duty leave with pay for such period as **certified by a Workers' Compensation authority** ~~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 wilful misconduct,  
or
- b. an industrial illness, **trauma, including 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 providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

**RATIONALE**

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

The Employer's guidelines allow them to unilaterally decide when to end the benefits by injury-on-duty leave, even though the provincial and territorial workers' compensation board determines the appropriate period of recovery required to heal and to return to work.

The Union is making the changes in Article 40.01 in the hopes that these would:

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

The second change we are proposing is language clarifying that injury-on-duty leave covers trauma or vicarious trauma resulting from an employee's duties. Workers can experience trauma or vicarious trauma, also known as secondary trauma, from the workplace. This can come from because of experiencing harassment and discrimination, it can come as the result of witnessing traumatic events in the workplace, such as seeing co-workers get injured or die on the job. The effects of these can be severe and long lasting and may require time away from work as a result. We are proposing that the language in the collective recognize this, even if it may in some cases simply be clarifying language. It's important that our members, and management, know that the parties acknowledge that this leave applies to trauma experienced in the workplace, or because of experiences at work.

Notwithstanding the above, the Union is willing to discuss potentially withdrawing this proposal in exchange for receiving greater information about the use of injury-on-duty leave among members of the SV bargaining unit. A similar agreement was reached between the Employer and the TC group in a previous round of negotiations, in which case the Union was better able to evaluate the need for its proposal.

**ARTICLE 46:**  
**LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES**

**PSAC PROPOSAL**

**46.02** The total leave with pay which may be granted under this article shall not exceed:

- i. ~~37.5~~ **45** hours in a fiscal year where the standard workweek is thirty-seven decimal five (37.5) hours;
- ii. **48** ~~40~~ hours in a fiscal year where the standard workweek is forty (40) hours;
- iii. **50.4** ~~42~~ hours in a fiscal year where the standard workweek is forty-two (42) hours;
- iv. **55.92** ~~46.6~~ hours in a fiscal year where the standard workweek is forty-six point six (46.6) hours.

**46.03** Subject to clause 46.02, the Employer shall grant leave with pay under the following circumstances:

- a. **to provide for immediate and temporary care of a family member;**
- ~~a.~~ b. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- ~~b.~~ c. to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- ~~c.~~ d. to provide for the immediate and temporary care of an elderly member of the employee's family;
- ~~d.~~ e. for needs directly related to the birth or to the adoption of the employee's child.
- ~~e.~~ f. to attend school functions, if the supervisor was notified of the function as far in advance as possible;
- ~~f.~~ g. to provide for the employee's child in the case of an **inservice or unforeseeable** closure of the school or daycare facility;
- ~~g.~~ h. ~~twenty per cent (20%) of the applicable hours stipulated in clause 46.02 above may be used~~ to attend an appointment with a legal or paralegal representative for nonemployment-related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.
- ~~h.~~ i. **to visit a terminally ill family member.**

**46.04** Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 46.03(c)(b) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested

by the employee and approved by the Employer, or reinstated for use at a later date.

## **RATIONALE**

The Union has several proposals in Article 46.

We are proposing to increase the amount of leave by one day of work for each group listed in 46.02. This would help ensure that there is sufficient leave to meet as many peoples' needs as possible. It would also bring SV in line with other groups in the federal public service whose family-related responsibility leave exceed a week's worth of hours. Examples include the PSAC's CRA contract (42.01),<sup>11</sup> which currently allows employees a total of 45 hours in a fiscal year, and similarly, PIPSC's AFS group at CRA (17.13).<sup>12</sup>

The next change we are proposing is to article 46.03. Here, the union seeks to expand the scope of eligible circumstances for use of family related leave. The changes include:

- Adding that an employee can take this leave for the immediate and temporary care of a family member.
  - Currently, the language allows for the immediate and temporary care of a sick family member, or of an elderly family member. The Union is proposing that employees be allowed to take this leave in events where an employee may need to provide immediate care of a family member for reasons other than illness, and regardless of their age.
- Removing the reference to the cap of 20% of their leave at the new sub-clause h.
  - Simply put, the cap is arbitrary. This cap on the leave employees use to visit with professionals is unreflective of the impact on the employer's operations.

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<sup>11</sup> Agreement between the Canada Revenue Agency and the Public Service Alliance of Canada - Article 42.01: [https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/collective-bargaining/psac.html#h\\_7.2](https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/collective-bargaining/psac.html#h_7.2)

<sup>12</sup> Agreement between the Canada Revenue Agency and the Professional Institute of the Public Service of Canada – Article 17.3: [https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/collective-bargaining/pipsc.html#h\\_17](https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/collective-bargaining/pipsc.html#h_17)

- Adding 'in-service' and removing "unforeseeable" from the new sub-clause g.
  - These changes allow members to use this leave during the closure of a school or daycare. Whether this is due to a scheduled closure, like an 'in-service', or not, parents, especially single parents, are often scrambling to ensure that their children have somewhere to go when a daycare or school is closed. Labour disputes in these institutions are good examples of a closure which is not unforeseeable, but where parents may not have options regarding where to send their children for the period of closure.
  
- Adding language that states that employees may use this leave to visit a terminally ill family member.
  - This differs from the language above that states that the employee can use to care for a sick relative. There are instances where an employee may want to visit with a family member who is terminally ill, but for whom they don't have the duty of care. For example, Treasury Board's RM group (RCMP) at 39.02,<sup>13</sup> includes language for leave to visit a critically ill family member. Employees may be granted up to eighty (80) hours to leave with pay (inclusive of travel time) to visit a person in the member's family who is certified as being critical ill by a medical practitioner.
  - If I don't have responsibility for caring for my grandmother, but she is terminally ill and I want to take some time to go see her and say my goodbye before she passes, our position is that the employee should be able to use this leave to do so. It's a situation that is different from providing care, and one that is different from bereavement. We're proposing this language to ensure that nobody is refused leave to go say goodbye to a loved one for one last time.

Finally, the change in 46.04 is a consequential change from the changes above.

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<sup>13</sup> RCMP Regular Members (below the rank of inspector) and Reservists (RM) – Art. 39.02: <https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=28#toc29906229911>

<p style="text-align: center;"><b>ARTICLE 49:</b> <b>BEREAVEMENT LEAVE WITH PAY</b></p>
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**PSAC PROPOSAL**

**49.01** For the purpose of this article, "family" is defined per Article 2 ~~and in addition:~~

- ~~a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave with pay under 49.01(a) only once during the employee's total period of employment in the public service~~

**49.02** When a member of the employee's family dies, an employee shall be entitled to bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regular scheduled days of rest for the employee. In addition, the employee may be granted up to **five (5)** ~~three (3)~~ days' leave with pay for the purpose of travel related to the death.

- a. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.
- b. When requested to be taken in two (2) periods,
- i. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
  - ii. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
  - iii. The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.

~~**49.03** An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her brother-in-law, sister-in-law, and grandparents of spouse.~~

**49.04** ~~**49.03**~~ If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 49.01 and 49.02, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

**49.05 49.04** 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 manner different than that provided for in clauses 49.01 and 49.02.

**49.05** An employee shall be entitled to bereavement leave under 49.02 when they, the person with whom they intend to have a child, or their surrogate suffer from a miscarriage. For the purpose of this article, “miscarriage” means a termination of pregnancy before the 20<sup>th</sup> week.

**49.06** An employee is entitled to bereavement leave with pay in the event of the death of a family member in respect of whom the employee is, at the time of the death, on leave under 45.01. Such bereavement leave, as determined by the employee, may be taken during the period that begins on the day on which the death occurs and ends six weeks after the day on which the memorial commemorating the deceased person occurs. At the request of the employee, such bereavement leave with pay may be taken in a single period of fourteen (14) consecutive calendar days or may be taken in two (2) periods to a maximum of ten (10) working days.

## **RATIONALE**

With respect to bereavement leave with pay, in 49.01 and 49.03, the Union is proposing changes that would bring the relationships that bereavement leaves apply to in line with the definition of family in Article 2, as discussed above.

In addition, the Union is also proposing an increase in the number of days that an employee may have for the purposes of travelling for bereavement leave. The current number of days is 3, and we are proposing to increase it to five to ensure that everyone’s needs in this regard are met.

Next, the Union is proposing two new clauses at 49.05 to grant employees access to bereavement leave in the event that they, or the person with whom the employee was having a child, experience a miscarriage. The Union is proposing this, in large part, because of the great loss that a miscarriage can represent to individuals expecting to have a child. As a result, the Union is proposing that bereavement leave of five days be granted to employees in this situation.

Finally, at 49.06, the Union is proposing bereavement leave with pay be available for individuals for whom the employee is on leave under Article 45.01, which is caregiving leave, and that the leave have more options for flexibility, given the particularities of it being someone for whom the employee was on caregiving leave for. The act of caring for a loved one is generally accepted as an indication of the closeness of that individual to the caregiver, and the Union feels that this should be respected and acknowledged through the bereavement leave article.



<p style="text-align: center;"><b>ARTICLE 53:</b> <b>CAREER DEVELOPMENT LEAVE</b></p>
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**PSAC PROPOSAL**

**53.02** Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in clause 53.01. **The Employer shall respond in writing in a timely fashion to requests for career development. In the case of denial, the Employer shall give the written reason therefor, upon written request from the employee.** The employee shall receive no compensation under Article 29: overtime, and Article 34: travelling time, during time spent on career development leave provided for in this article.

**RATIONALE**

The Union's proposal in Article 53 is related to its proposal in Appendix G, Annex I (Ships' Crews). The intention of this proposed amendment is to harmonize the language in Article 53 with the language being proposed by the Union in Appendix G. Please see Appendix G Annex I for more detailed rationale.

## ARTICLE 63: DANGEROUS GOODS

### PSAC PROPOSAL

~~Exception: This does not apply to the GS group.~~

63.01

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

### RATIONALE

The Union is proposing two changes to Article 63. The first is to standardize the language and how the Dangerous Goods Allowance is earned. Members of the SV bargaining unit can currently earn this allowance in one of two ways. Employees who are tasked with packaging and labelling dangerous goods for shipping, and who maintain a certification pursuant to the *Transportation of Dangerous Goods Act* can earn this allowance on either a monthly basis (\$75 per month) or a daily basis (\$3.50 to a maximum of \$75 per month). The former method of earning the allowance is only available to members of the GS sub-group (Appendix C, Clause 6.01).

The Union is proposing to simplify the granting of this allowance by making it a monthly allowance rather than a daily allowance, and correct inequities amongst those employees who hold the appropriate certification and perform the same work with dangerous goods. Although the current maximum value of the allowance is, in all instances, a maximum of \$75 per month, the fact that it is distributed on a daily basis to some employees and on a monthly basis to others creates a circumstance in which employees with the same certifications and who are tasked with the same duties are compensated in an unequal manner. In an average month with twenty working days, an employee receiving a daily

allowance will receive a maximum of \$70, as opposed to the \$75 earned by another employee with the same skills and duties. By standardizing the allowance, and also expanding the scope of duties to which the allowance applies, the Union is looking to correct this unfair distribution of the allowance.

Furthermore, the Union is looking to increase the value of the Dangerous Goods Allowance, as its value has been set to \$75 per month since 2003 and is in need of an increase to reflect.

Finally, The Union's proposal to remove the exception for the GS group is reflective of its intent to harmonize the allowance and meant to capture the strikeout of similar language in Appendix C, clause 6.01.

<p style="text-align: center;"><b>ARTICLE 64:</b> <b>TRADE CERTIFICATION <i>AND OTHER</i> FEES</b></p>
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**PSAC PROPOSAL**

The Union withdraws its proposal in Article 64 and proposes to renew the current language

<p style="text-align: center;"><b>ARTICLE 67: PAY ADMINISTRATION</b></p>
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**PSAC PROPOSAL**

**67.08**

- 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.**

**67.089** When the regular payday for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.

**67.0910**

The Employer will endeavour to make payments for overtime and other premium payments within four (4) weeks following the end of the calendar month in which it is earned.

***NOTE: The Union has withdrawn its proposal in 67.09/67.10, and proposes to renew the Clause without any changes.***

***Subsequent renumbering***

**RATIONALE**

Concerning the Union proposals in Articles 67.08(a) and 67.08(b), time spent by employees in acting assignments currently do not count towards an increment in that position. There are many cases of employees deployed to acting positions for considerable periods of time. An employee acting continually will progress up their pay scale. However as soon as there is a break in that acting period, they must restart the acting assignment at a lower step on the pay grid, The Union is proposing language that would make sure that all time spent in an acting position counts towards an increment in that position. In theory, increments are meant to reward an employee as he learns the job

and is better able to perform the work in that position. If an employee is acting in a higher position for a prolonged period of time, this should be recognized by providing a mechanism for the employee to move up the pay grid in that position. Additionally, this proposal is virtually identical to what the PSAC negotiated with the Canada Revenue Agency.<sup>14</sup> The Union sees no reason as to why this arrangement should be in place for PSAC members working at CRA and not for those working in the core public administration

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<sup>14</sup> Agreement between the Canada Revenue Agency and the Public Service Alliance of Canada - Article 63: [https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/collective-bargaining/psac.html#h\\_7.2](https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/collective-bargaining/psac.html#h_7.2)

## ARTICLE 68: COMPENSATORY LEAVE

### **PSAC PROPOSAL**

Exception: this article does not apply to the SC group.

#### **68.01**

- a. All the overtime, travelling time compensated at overtime rates, standby pay, reporting pay, call-back pay, and time worked on a designated paid holiday, shall be compensated with a payment except where, upon request of an employee ~~and with the approval of the Employer,~~ compensation shall be in equivalent leave with pay.

Notwithstanding the above paragraph, designated paid holidays for FR employees will be compensated in accordance with clause 6.01 of Appendix A.

- b. Compensatory leave **shall** ~~may~~ be granted subject to operational requirements and adequate advance notice being provided.
- c. 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 rate in effect at the time of the request.
- d. Compensatory leave earned in a fiscal year, and outstanding as of September 30 of the next following fiscal year will be paid at the employee's rate of pay on September 30.

*Consequential amendments throughout the agreement must be made pursuant to these changes being agreed upon.*

### **RATIONALE**

The Union is first proposing amendments that will allow an employee to choose to have the various types of pay listed in the article given in compensatory time if they request it, without having to receive the approval of the employer first. The Union's proposal aims to provide employees with greater flexibility over how they are able to use the compensation

for overtime and travel time, and allowing them to choose to take this compensation in time rather than cash without having to obtain the employer's permission achieves this end.

To this end, we are also proposing to replace the language in 68.01 b) from "may" to "shall" to reflect the change noted above. It is important to point out that the Union's intention is not to remove obligations imposed by operational requirements, as this would remain a factor, as specified in 68.01 b).

The Union does not believe that this proposal would create undue difficulties for the employer, as operational requirements would remain a consideration.



<b>ARTICLE 70: DURATION</b>
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**PSAC PROPOSAL**

Duration will be negotiated at the Common Issues tables.

<p style="text-align: center;"><b>NEW ARTICLE: HELICOPTER WORK PREMIUM</b></p>
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**PSAC PROPOSAL**

**Employees required to work during helicopter operations shall receive a premium equal to one time (1x) their hourly rate in addition to their regular pay per day.**

**RATIONALE**

This new proposal introduces a premium aimed at providing those who work during helicopter operations, so when the helicopter is active and operational, receive a premium equal to one time their hourly rate of pay for the day. For example, if they work during a helicopter operation, they will get an extra hour of pay one time during the day.

This premium is an acknowledgement of the increased risks associated with working on or around helicopters and compensation to workers for that risk (which include but are not limited to the helicopter blades and the fact that the hooks that come down are charged with electricity, which poses a threat of electrocution).

Other groups of employees employed by Treasury Board receive an equivalent premium for helicopter-related work, including the EL group (35.06),<sup>15</sup> who receive the same premium when they are traveling on helicopter.

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<sup>15</sup> EL Group, Art. 35.06: <https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=9#tocxx221973>

<p style="text-align: center;"><b>NEW ARTICLE: DUTY TO ACCOMMODATE</b></p>
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**PSAC 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.

**RATIONALE:**

Due to the operational and physical nature of their duties, workers within the SV group face numerous challenges when attempting to continue to contribute within their position following injury, disability or due to another matter requiring accommodation. It is the Union's position that any accommodation that respects an individual workers dignity should be the paramount goal.

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

Recognition of maintaining a worker's rate of pay for such a situation exists elsewhere. For example, the in the main collective agreement between the Government of the Province of British Columbia and the B.C. Government and Service Employees' Union (BCGEU).

## 27.7 Salary Protection and Downward Reclassification of Position

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

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

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

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

- (b) Such changes in classifications or placements made pursuant to Article 13 - Layoff and Recall, and/or Clause 29.4(b) are covered by (a) above.<sup>16</sup>

The Union respectfully requests that the board includes a recommendation in favour of this proposal.

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<sup>16</sup> BCGEU 18th Main Agreement, Art. 27.7: [https://www2.gov.bc.ca/assets/gov/careers/managers-supervisors/managing-employee-labour-relations/bcgeu\\_main\\_agreement.pdf](https://www2.gov.bc.ca/assets/gov/careers/managers-supervisors/managing-employee-labour-relations/bcgeu_main_agreement.pdf)

**PART 3:**  
**OUTSTANDING SV WAGE AND ALLOWANCE**  
**ISSUES**

## COMPETITIVE GENERAL ECONOMIC INCREASES

### **PSAC PROPOSAL**

*Note: General Economic Increases are being negotiated at the Common Issues Table.*

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

- Effective August 5, 2021 (following the wage adjustments): 4.50%
- Effective August 5, 2022: 4.50%
- Effective August 5, 2023: 4.50%

### **EMPLOYER PROPOSAL**

The Employer proposes the following annual economic increases:

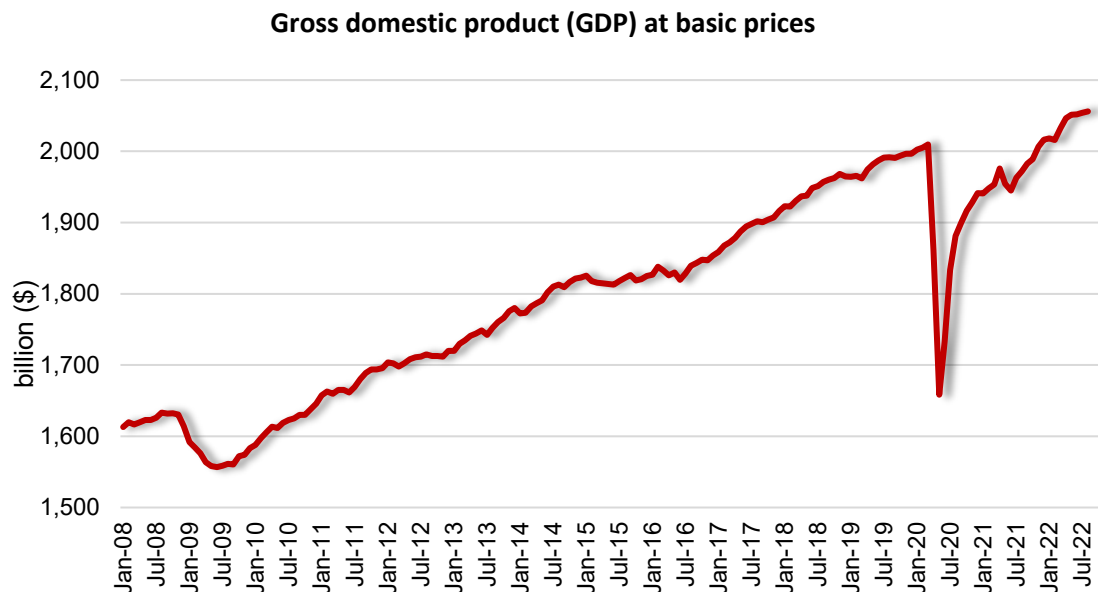
- Effective August 5, 2021: 1.5%
- Effective August 5, 2022: 3.0%
- Effective August 5, 2023: 1.75%
- Effective August 5, 2024: 1.5%

# THE CANADIAN ECONOMY AND THE GOVERNMENT OF CANADA'S FISCAL CIRCUMSTANCES

## The COVID-19 pandemic, and economic and job recovery

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

The Canadian economy rebounded at a faster pace than expected through the summer of 2020, following eased restrictions, reopening of businesses, and Canadians getting used to public health-related restrictions<sup>17</sup>.



<sup>17</sup> Gross domestic product (GDP) at basic prices, by industry, monthly (x 1,000,000, chained 2012 dollars): All Industries. Statistics Canada. Table 36-10-0434-01.

Economic activity during the second wave was more resilient, and Canada came out far ahead of forecasters' mid-2020 predictions, while many peer countries saw contractions.<sup>18</sup>

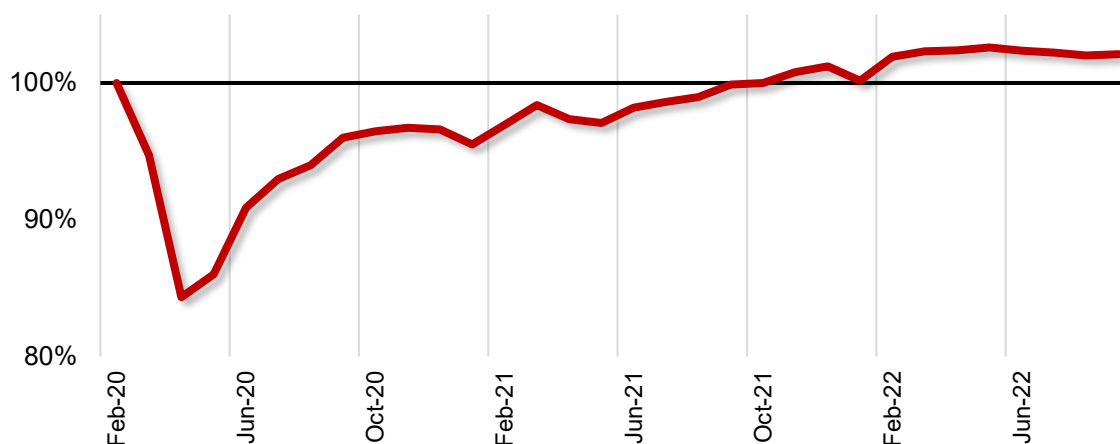
Today, the Federal Government assures residents of Canada that:

*“The significant investments the federal government made have worked.  
And the Canadian economy’s recovery has been swift and strong.”*<sup>19</sup>

Indeed, Canada’s economy has been very strong, returning to its pre-pandemic levels by the fourth quarter of 2021 with GDP growth at 6.7%, the second strongest pace of growth in the G7, and the fastest recovery of Canada’s last three recessions<sup>20</sup>. Exceptionally strong economic growth continues through the recovery phase at 3.3% over the second quarter of 2022.<sup>21</sup>

Canada’s economic recovery was coupled with robust job recovery that outperformed most G7 peers<sup>22</sup>, recouping 112% of the jobs lost at the outset of the pandemic.

### **Employment in Canada is more than recovered since February 2020**



### **Economic Activity Recovery GDP**

<sup>18</sup> Desjardins Economic Studies, April 12, 2021. Canada: Business and Consumers Increasingly Optimistic.

<sup>19</sup> Budget 2022: <https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html>

<sup>20</sup> A strong recovery path – Canada’s economy returned to pre-pandemic levels of activity in the fourth quarter of 2021 (Budget 2022).

<sup>21</sup> Bank of Canada Monetary Policy Report July 2022 <https://www.bankofcanada.ca/wp-content/uploads/2022/07/mpr-2022-07-13.pdf>

<sup>22</sup> Budget 2022: <https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html>



Canada's economy has been very robust, it continues to be exceptionally strong recovering from the pandemic-caused recession with economic growth at 3.3% over the second quarter of 2022.<sup>23</sup>

For Budget 2022, the Department of Finance of Canada relied on several private sector forecasts to ensure objectivity, transparency, and independence in their economic forecasts. Following the strong rebound of 4.6% in 2021, they predict strong real GDP growth for 2022 at 3.9% (down from the predicted 4.2% in the *Economic and Fiscal Update*), and 3.1% in 2008 (up from 2.8% in the *Economic and Fiscal Update*). Stronger than expected GDP inflation driven by CPI inflation and increases in commodity prices materially boosted expected nominal GDP levels, up by \$41 billion/year over the forecast horizon in early 2022, compared to the 2021 Economic and Fiscal Update.

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

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

<sup>23</sup> Bank of Canada Monetary Policy Report, July 2022 <https://www.bankofcanada.ca/wp-content/uploads/2022/07/mpr-2022-07-13.pdf>

## **Fiscal resilience and a manageable federal debt load**

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

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

*“Canada has a long history of prudent and sound fiscal management, along with several other strengths, such as economic resilience and diversity, effective policymaking and institutional frameworks, well-regulated financial markets, and monetary and fiscal policy flexibility. Together, these reinforce Canada's stable economic and fiscal position.”<sup>24</sup>*

Compared with Q1 of 2021, Canada's deficit fell by \$28.2 billion. Although, as a percentage of nominal GDP, the deficit in Q1 of 2022 was 2.7%, up from 1.8% in Q4 of 2021, the deficit has narrowed sharply since peaking at 21.6% peak in Q2 of 2020.<sup>25</sup>

The International Monetary Fund's (IMF) latest annual Article IV highlighted the resiliency of Canada's economy in an increasingly global economy, praising the government's debt reduction and long-term fiscal projections as “*welcome steps toward strengthening the fiscal framework*”. Starting from a position of financial strength and continued sound financial management, Canada's fiscal position remains in an enviable fiscal position relative to international peers. The IMF's latest projections affirm that Canada is expected to have the smallest deficit as a percentage GDP among the G7 countries and forecast to maintain this for the next three years. Canada's net debt burden as a share of GDP is also expected to be the lowest among the G7, where Canada's debt-to-GDP ratio is

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<sup>24</sup> Budget 2022: <https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html>

<sup>25</sup> Government finance statistics, first quarter 2022. July 4, 2022. <https://www150.statcan.gc.ca/n1/daily-quotidien/220704/dq220704a-eng.htm>

30.5% in 2022, compared to the G7 average of 95.6%.<sup>26</sup> In line with the IMP projections, over the next three decades, Budget 2022 projects a decline in the federal debt-to-GDP ratio at a steeper rate of decline projected in the previous budget in 2021.<sup>27</sup>

*“Our government is committed to continue building an economy that works for everyone where no one gets left behind. Despite the current global economic headwinds, I am pleased to note that the IMF confirms that Canada remains, and is projected to be for years to come, the leader in the G7 in terms of fiscal responsibility, and among the leaders in terms of economic growth and overall government deficit reduction.”*

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

Federal public debt charges are projected to remain historically low at \$42.9 billion (1.4% of GDP), well below pre-financial crisis levels of 2.1% in 2007-2008. In a scenario of higher than projected interest rates, for example 100 basis points higher than forecast through to 2027, public debt charges would increase by an additional \$9.3 billion (0.3 percentage points of GDP) by 2028. This would bring them to 1.7%, below those at the end of the 2000s..<sup>28</sup>

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

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<sup>26</sup> <https://www.canada.ca/en/department-finance/news/2022/10/deputy-prime-minister-welcomes-international-monetary-fund-report-highlighting-resiliency-of-canadian-economy.html>

<sup>27</sup> Budget 2022 <https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html> ;

DBRS Morningstar Confirms Government of Canada at AAA Stable Sovereigns. September 9, 2022.

<https://www.dbrsmorningstar.com/research/402559/dbrs-morningstar-confirms-government-of-canada-at-aaa-stable>

<sup>28</sup> Budget 2022: <https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html>

Fitch confirms “Canada's ratings reflect strong governance, high per capita income and a macroeconomic policy framework that has delivered steady growth and generally low inflation.”<sup>29</sup>

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

Agency	Rating	Outlook
Standard & Poor <sup>30</sup>	AAA	Stable
Moody <sup>31</sup>	Aaa	Stable
Fitch <sup>32</sup>	AA+	Stable
DBRS <sup>33</sup>	AAA	Stable

### **Economic Outlook – domestic and global effects**

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

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

In the short to medium term, Canadian GDP growth for the remainder of 2022 and 2023 have been revised down by the Bank of Canada, to 3.25% in 2022 and 1.75% in 2023,

<sup>29</sup> Fitch Ratings Report. June 2, 2022. <https://www.fitchratings.com/research/sovereigns/canada-27-06-2022>; Fitch Affirms Canada's Ratings at 'AA+'; Outlook Stable. June 14, 2022.

<https://www.fitchratings.com/research/sovereigns/fitch-affirms-canada-ratings-at-aa-outlook-stable-14-06-2022>.

<sup>30</sup> [On April 28, 2022] S&P Global Ratings affirms Canada at "AAA" (Foreign Currency LT credit rating); outlook stable. April 28, 2022. <https://cbonds.com/news/1784647/>.

<sup>31</sup> Moody's affirms Canada's Aaa rating, citing economic strength. Bloomberg (online). November 19, 2020 <https://www.bloomberg.com/news/articles/2020-11-19/moody-s-affirms-canada-s-aaa-rating-citing-economic-strength>; <https://countryeconomy.com/ratings/canada> (accessed October 21, 2022)

<sup>32</sup> Fitch Affirms Canada's Ratings at 'AA+'; Outlook Stable. June 14, 2022.

<https://www.fitchratings.com/research/sovereigns/fitch-affirms-canada-ratings-at-aa-outlook-stable-14-06-2022>

<sup>33</sup> DBRS Morningstar Confirms Government of Canada at AAA Stable Sovereigns. September 9, 2022. <https://www.dbrsmorningstar.com/research/402559/dbrs-morningstar-confirms-government-of-canada-at-aaa-stable>

while growth in 2024 was revised up to 2.5%. Projecting the trajectory of Canada's blazing 2022 economy going forward considers domestic factors including a very tight labour market, unemployment at a series low, and wide-spread labour shortages. Most of Canada's inflationary surge is due to global factors such as high prices for food and energy and trade-able goods. Ongoing high demand for goods is a significant factor, while supply-chain interruptions reduce the supply of goods and services. Businesses pass their higher costs to consumers, increasing inflation and decreasing spending power.

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

*"Budget 2022 firmly pivots the government's focus from broad-based emergency COVID-19 expenditures—and towards targeted investments that will build Canada's economic capacity, prosperity, resilience, and security..."*<sup>34</sup>

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

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<sup>34</sup> Budget 2022: <https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html>

## **The weight of the public sector in the Canadian economy**

A report published in August 2022 by *l'Institut de recherche et d'informations socioéconomiques* (IRIS) indicate that investing in the public sector is beneficial, as it has a greater economic impact on GDP and jobs than investments in other industries. IRIS suggests that *“increased income from public sector job creation and wage indexing makes this anti-inflation strategy better for households than hiking the central bank’s policy rate”*<sup>35</sup>.

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

*Public sector jobs can be a safety net during times of inflationary crisis. The public sector provides jobs that maintain a strong middle class, making it a key player in keeping the economy healthy. In times of high inflation, cost of living increases rapidly and workers’ purchasing power can be easily undermined*<sup>36</sup>.

Resources spent on public sector employees not only help provide the public with essential services but become income for workers whose spending contributes to the economic development of numerous regions and communities. This is because the wages that public sector employees spend make their way throughout the productive economy instead of being squirrelled away as private company profits<sup>37</sup>.

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

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<sup>35</sup> Pierre-Antoine HARVEY and Guillaume HÉBERT, “With inflation on the rise, the Bank of Canada has two choices,” Note, Institut de recherche et d’informations socioéconomiques (IRIS), August 11, 2022

<sup>36</sup> Idem.

<sup>37</sup> Idem.

## RECENT AND RELEVANT SETTLEMENTS IN THE FEDERAL PUBLIC SECTOR

### A new settlement trend as been established with more recent agreements

Even before the significant inflationary pressure of 2022, the Treasury Board Secretariat, in Summer 2021, established a wage increase pattern far in excess of its present proposal, which included additional monetary items for groups beyond general wage increases—with both the FB and RM groups. These additional monetary items amount to far more than Treasury Board’s meagre general economic increase proposal for 2021. The Employer’s proposal of 1.5% falls well below inflation, which was 3.4%, and those relevant 2021 negotiated settlements in the core public administration.

<b>Federal Public Sector</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>Employer Offer</b>	1.50%	3.00%	2.00%	1.75%
<b>FB Group (PSAC)</b> Border Service Officer	1.50% + \$5,000 (5.61%)  Paid Meal Allowance <sup>38</sup>  <b>7.20%</b>	Under negotiation	Under negotiation	Under negotiation
<b>RM Group (NPF)</b> 1 <sup>st</sup> Class Constable	1.75% +  1.50% <sup>39</sup>  <b>3.28%</b>	1.75% +  2.27%  <b>4.06%</b>		

<sup>38</sup> Appendix L, Paid Meal Premium: <https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=10#tocxx329482>

<sup>39</sup> RM Group, Appendix A: <https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=28#tocxx329946>

In addition to the increases voluntarily negotiated as cited above, the Statistical Survey Operations has been very recently awarded through interest arbitration under FPSLREA<sup>40</sup> higher wage increases and adjustments in 2021:

	2018	2019	2020	2021	2022
<b>Statistical Survey Operations (SSO) Interviewers</b>	2.80%	2.20%	1.50%	1.50% + 5.00% “Me too”	1.50% + “Me too”

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

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

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

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

[20] The Commission also observes that other negotiated settlements, arbitration awards and the recommendations of other Public Interest Commissions also included additional monetary items [...] In addition, the parties agreed that a variety of specific, targeted adjustments were made in a number of bargaining units. The

<sup>40</sup> Board file: 585-24-44403: <https://decisions.fpslreb-crtespf.gc.ca/fpslreb-crtespf/d/en/item/520981/index.do>



Commission has concluded that these adjustments form part of what we refer to as “the pattern.” [PSLRB 590-02-11]

Section 175(e) of the FPSLRA has the Chairperson weigh ‘the state of the Canadian economy’ as a factor for consideration in its report. Inflation is a central part of the current Canadian economy. To ignore the 2021 inflation, which settled at 3.4%, in its wage increase proposal in 2021, also ignores the state of the Canadian economy that year.

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

### **Settlements are Catching up to Inflation**

As year-over-year inflation started to rise above 2% in March 2021, ESDC also reported increasing annual averages in private sector settlements. However, relative to rapidly increasing inflation, the private sector settlements had only started to negotiate catch ups—this trend will continue. For example, in Ontario, private sector settlements for nearly 100,000 workers are averaging about 4.1% in 2022. In addition, the Statistics Canada September Labour Force Survey reported that “year-over-year growth in the average hourly wages of employees surpassed 5% for a fourth consecutive month in September (+5.2%). In comparison, year-over-year growth in the [Consumer Price Index](#) (CPI) was at, or above, 7.0% from May to August.”<sup>41</sup>

Beyond the Core Public Administration and with a view of negotiated settlements and arbitral awards in the public and private sectors in the federal jurisdiction as well as Ontario, Quebec, and British Columbia, inflation is widely recognized and weighted as the

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<sup>41</sup> Average hourly wages increase 5.2% on a year-over-year basis: <https://www150.statcan.gc.ca/n1/daily-quotidien/221007/dq221007a-eng.htm>

preeminent economic reality impacting workers' wages. Put another way, inflation is the pattern. The growing body of negotiated settlements and arbitral awards responsive to high inflation and the erosion of workers' wages *is* the pattern to be replicated.

At the beginning of the year, January 2022, Arbitrator Kaplan in *TTC* wrote that with respect to inflation, there was no outcome with an inflation adjustment, negotiated or awarded, to replicate. That said, the award was short, specifically to allow parties to return to bargaining sooner "to negotiate fair and contextual outcomes, for example addressing inflation should it prove persistent." Inflation persist, and this argument has evolved. In Ontario, for example, arbitrators in the hospital and long-term care sectors have pointed to s. 9(1.1)3) of *HLDA* to emphasize consideration of Ontario's economic situation, including the continued presence and persistence of high inflation. Similarly, in the federal context, FPSLRA s. 175(e) affords the Public Interest Commission's chairperson a similar latitude to account for the Canadian economic situation relative to persisting high inflation.

A series of arbitral awards from the first half of 2022 quickly recognized that high inflation moves settlements beyond what would have been considered normative and, accordingly, replicated such awards<sup>42</sup>. For example:

In April 2022. Arbitrator Chauvin in *Harvest Crossing* awarded 2% (+1.25) for 3.25% in 2021 and 2% (+1.25) for 3.25% in 2022. The Board noted at para. 10: "the historically very high CPI, and this has also been taken into consideration in deciding which of the Union's proposals should be granted."<sup>43</sup>

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<sup>42</sup> December 2021. Arbitrator Albertyn in *Cobblestone Gardens* awarded wage increases as high as 10% reflecting both inflation and market adjustments; February 2022. Arbitrator Steinberg in *Bradgate* awarded 2% (+2%) for 4% in 2021 and 2% (+1%) for 3% in 2022; March 2022. Arbitrator Albertyn in *Richview Manor Vaughan* awarded 2% (+1%) for 3% in 2021. June 2022. Arbitrator Steinberg in *Chartwell* and *Symphony Senior Living Orleans* awarded 3% in 2021; June 2022. Arbitrator Stout in *Oaks Retirement Village* awarded 2% (+1%) in 2021 and 2% (+2%) in 2022; June 2022. Arbitrator Kaplan, in *Shouldice*, seemed to implicitly acknowledge that *TTC* no longer governed and awarded 2.5% in 2021 and 3% in 2022; October 2022. Arbitrator Kaplan, in Canadian National Rail Co. and IBEW System Council, No. 11, awarded a settlement with 3% in 2022; 3% in 2023; and 3% 2024.

<sup>43</sup> *Harvest Crossing Retirement Community Esprit Lifestyle Communities Extendicare Canada v Service Employees International Union, Local 1 Canada*, 2022 CanLII 33642 (ON LA), <<https://canlii.ca/t/jnxpb>>

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

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

*25. We do not see that such a void should preclude arbitral attention to the issue, at least at this point in the economic cycle. The negative impact of inflation on wage rates is now so pronounced that the issue should not be punted downfield.*<sup>44</sup>

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

<b>BCGEU – 19<sup>th</sup> Main Agreement (Exp. Mar. 31, 2025)</b> <sup>45</sup>	<b>Effective April 1, 2022</b>	<b>Effective April 1, 2023</b>	<b>Effective April 1, 2024</b>
General Wage Increases	3.24% + \$0.25 = <b>4%</b>	Annualized average of BC CPI = <b>5.55% to 6.75%</b>	Annualized average of BC CPI = <b>2% to 3%</b>

In the Federal jurisdiction, Canadian Nuclear Laboratories and PIPSC reached a tentative agreement in February 2022. Even prior to peak inflation, this negotiated three-year settlement included wage increases of 3.5% in 2021, 3.5% in 2022, and 3.5% in 2023.<sup>46</sup>

<sup>44</sup> *Homewood Health Centre Inc. v United Food and Commercial Workers, Local 75*, 2022 CanLII 46392 (ON LA), <<https://canlii.ca/t/jpk7v>>

<sup>45</sup> BCGEU – Highlights – Tentative Agreement – 19<sup>th</sup> Main Agreement: [https://mcusercontent.com/c9125e48200e7a60add61b323/files/3b1eeb0c-c8d3-28b1-e0e9-875af940e7de/PS\\_Tentative\\_Agreement\\_Highlights.pdf](https://mcusercontent.com/c9125e48200e7a60add61b323/files/3b1eeb0c-c8d3-28b1-e0e9-875af940e7de/PS_Tentative_Agreement_Highlights.pdf). Ratified on 18 Oct. 2022: <https://news.gov.bc.ca/releases/2022FIN0061-001559>

<sup>46</sup> CRPEG Group (PIPSC): <https://pipsc.ca/groups/crpeg/crpeg-bargaining-update-14>

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

For a list of other relevant negotiated settlements<sup>47</sup> and arbitral awards<sup>48</sup> see Exhibit X.

In addition, the employer proposal is inadequate in comparison to the broader trends. For example, under legislation, the yearly salary increases of Senators and Member of Parliaments are tied to the average wage settlements negotiated in private-sector companies with more than 500 employees. Based on this automatic progression formula, in 2021, salaries of Senators and Members of Parliaments increased 2.0%. With the private sector negotiating wage increases that attempt to catch up and keep up with high inflation, Senators and Members of Parliament will benefit through legislated indexation formula—their purchasing power more protected. Not so for public service workers. Treasury Board's wage proposal fails to protect workers' buying power.

### **Inflation is the pattern**

It is generally accepted that when an Arbitrator is asked to determine wages, "*the governing principle is market replication, and the most important criteria are comparative*<sup>49</sup>". The factor of comparability has been applied by virtually all arbitrators as a major criterion in determining wages. For example, Arbitrator Kenneth Swan has stated that:

*Fairness remains an essentially relative concept, and it therefore depends directly upon the identification of fair comparisons if it is to be meaningful; indeed, all of the general stated pleas for fairness inevitably come around to a comparability study. It appears to me that all attempts to identify a*

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<sup>47</sup> July 2022. Justice for Janitors—SEIU Local 2 Janitors and Cleaners in Ottawa—16% increase over three-years (2022-5), including a 6.2% increase in year one. April 2022. Justice for Janitors—SEIU Local 2 Janitors and Cleaners in Toronto—16.6% increase over three-years, including a 6.4% increase in year one.

<sup>48</sup> May 2022. Award between Ontario Builders and LIUNA Local 183. The three-year award, which flags inflation, was amounted to 12.1%. Arbitrator Beresford noted: "2022-2025 wage settlements are from lows of 9% to highs of 20%.

<sup>49</sup> Donald Brown and David Beatty, Canadian Labour Arbitration (Aurora: Canadian Law Book Limited, 2011)

*doctrine of fairness must follow this circle and come back eventually to the doctrine of comparability if any meaningful results are to be achieved<sup>50</sup>.*

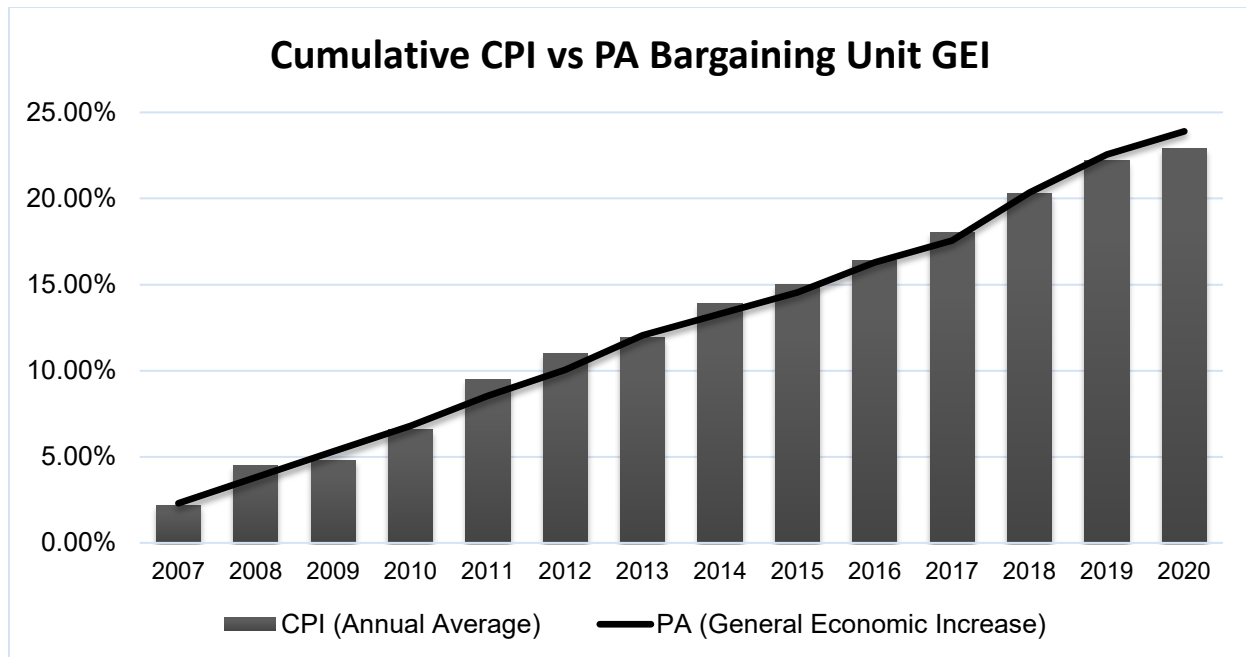
The Union submits that in the absence of a clear pattern of settlements by PSAC in the Federal Public Administration we should look at the parties bargaining history to meet the doctrine of comparability. The bargaining history of the PA units demonstrates that there is a clear pattern between inflation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

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

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

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<sup>50</sup> Kenneth Swan, The Search for Meaningful Criteria in Interest Arbitration, (Kingston: Queens University Industrial Relations Centre, 1978)

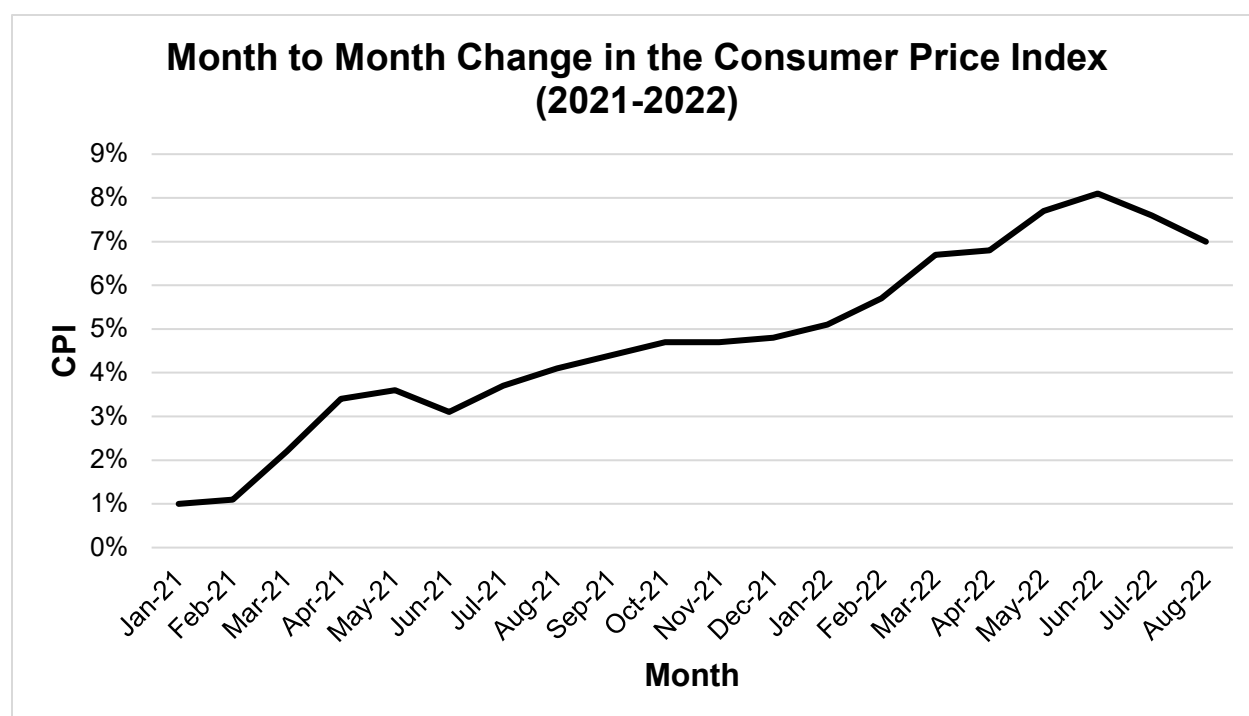


The same pattern can be observed for the three other bargaining units represented by the PSAC in the core public administration namely, EB SV and TC.

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

## **Current and projected cost of living**

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



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

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

Bank	2021	2022f	2023f
<b>RBC<sup>51</sup></b>	3.4%	6.7%	3.2%
<b>TD<sup>52</sup></b>	3.4%	6.9%	3.8%
<b>Scotiabank<sup>53</sup></b>	3.4%	7.0%	3.8%

<sup>51</sup> RBC - Economic Forecast Detail – Canada, October 2022, [https://www.rbc.com/economics-subscriber/pdf/economy\\_can.pdf?\\_ga=2.45783458.705135389.1666282283-1849140551.1666282283](https://www.rbc.com/economics-subscriber/pdf/economy_can.pdf?_ga=2.45783458.705135389.1666282283-1849140551.1666282283)

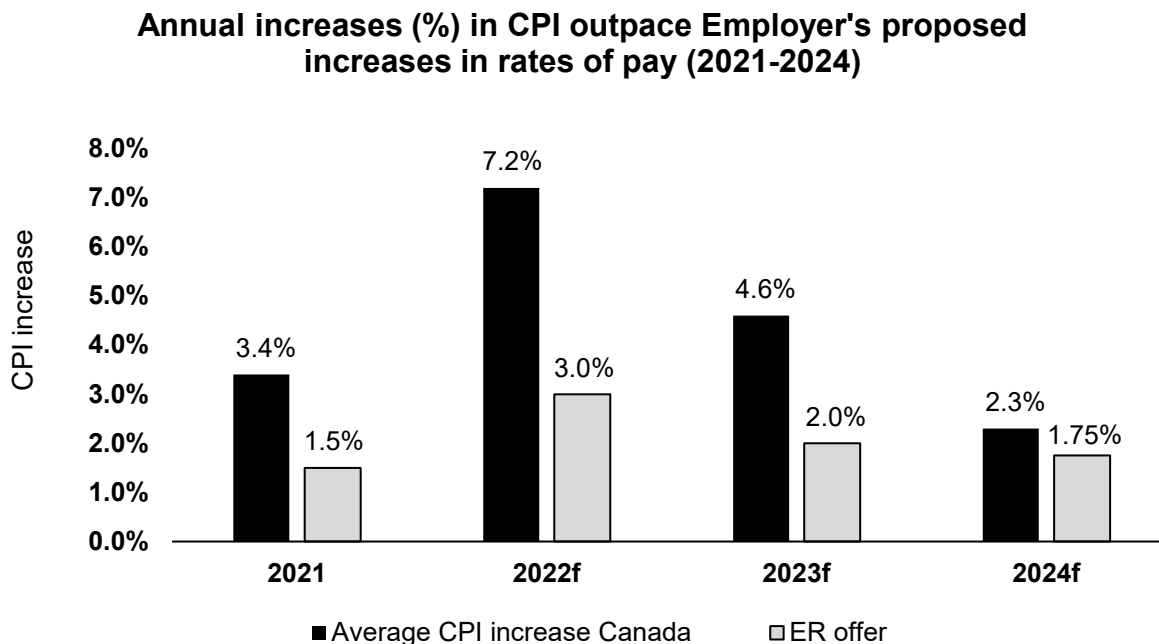
<sup>52</sup> Forecast by TD Economics, September 2022, <https://economics.td.com/ca-forecast-tables#lt-ca>

<sup>53</sup> Scotiabank, Forecast Tables, October 2022, <https://www.scotiabank.com/ca/en/about/economics/forecast-snapshot.html>

<b>BMO<sup>54</sup></b>	3.4%	6.7%	4.5%
<b>CIBC<sup>55</sup></b>	3.4%	6.7%	2.7%
<b>AVERAGE</b>	<b>3.4%</b>	<b>6.8%</b>	<b>3.6%</b>

### **The Employer offer falls well short of inflation**

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



Source: Bank of Canada Monetary Policy Report July 2022

<sup>54</sup> BMO, Inflation Monitor, October 2022, <https://economics.bmo.com/en/publications/detail/bef1044f-8397-43ef-a96c-292fd2071c4c/>

<sup>55</sup> CIBC - Provincial outlook, October 2022, <https://economics.cibccm.com/cds?id=e40fa449-f38b-4268-ad48-f122d55fccdd&flag=E>



## **The rising cost of food and shelter**

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

Prices for food purchased from stores continued to increase in September 2022 (+11.4%). This was the fastest year-over-year increase since 1981<sup>56</sup>. According to the Statistics Canada report on the Consumer Price Index the supply of food continues to be impacted by multiple factors, including extreme weather, higher input costs, Russia's invasion of Ukraine, and supply chain disruptions<sup>57</sup>. Food price growth remained broad-based (see table below).

### **Canadians pay more for many grocery items**

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

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

<sup>56</sup> Statistics Canada, Consumer Price Index, September 2022: <https://www150.statcan.gc.ca/n1/daily-quotidien/221019/dq221019a-eng.htm>

<sup>57</sup> Statistics Canada, Consumer Price Index, August 2022: <https://www150.statcan.gc.ca/n1/daily-quotidien/220920/dq220920a-eng.htm>

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

The results of the survey indicate that “*nearly three in four Canadians reported that rising prices are affecting their ability to meet day-to-day expenses such as transportation, housing, food, and clothing. As a result, many Canadians are adjusting their behaviour to adapt to this new reality, including adjusting their spending habits and delaying the purchase of a home or moving to a new rental*”<sup>58</sup>.

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

The rising cost of shelter is also affecting our members. In August, year-over-year growth in shelter prices (+6.6%) continued to remain high<sup>59</sup>. This occurred amid increases to the overnight interest rate by a total of three full percentage points in the last six months. Typical commercial variable mortgage rates have tripled<sup>60</sup>, and the Bank of Canada has made it clear that there's more tightening to come.

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

### **Highly competitive labour market**

The supply of labour has been a particularly important aspect of the labour market over the past year, in the context of record-high job vacancies earlier in 2022, as well as the

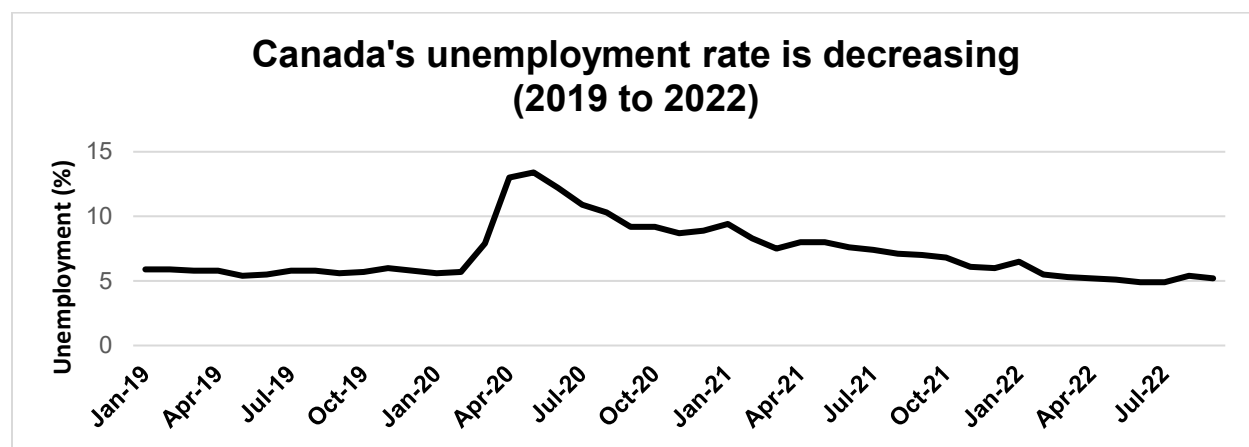
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<sup>58</sup> Statistics Canada, Rising prices are affecting the ability to meet day-to-day expenses for most Canadians, <https://www150.statcan.gc.ca/n1/daily-quotidien/220609/dq220609a-eng.htm>

<sup>59</sup> Statistics Canada, Consumer Price Index, August 2022: <https://www150.statcan.gc.ca/n1/daily-quotidien/220920/dq220920a-eng.htm>

<sup>60</sup> 1. The Bank of Canada's “Estimated Variable Mortgage Rate” increased from 1.29% at the beginning of March to 4.53% on October 6;

longer-term issue of population aging. The unemployment rate as of September 2022 is at 5,2%, below those from previous years and near an all-time low (see figures below<sup>61</sup>).



And there is no change to this trend on the horizon. As of June 2022, there were fewer unemployed people (989,000) than job vacancies (1,038,000) in Canada<sup>62</sup>. It is the first time this situation has been observed since data from the Job Vacancy and Wage Survey became available in 2015. This labour market tightness is also reflected in employers' outlook. Two-fifths (38.7%) of respondents to the Canadian Survey on Business Conditions conducted in 2022 expect that recruiting skilled employees will be a challenge in the near future<sup>63</sup>.

Canada's tight labour market has made it more likely for workers to seek alternative positions if they are not happy with their current employment situation. Results from a supplementary question added to the Labour Force Survey in August 2022 suggest that *"the number of Canadians who are considering a job change is on the rise. The proportion of permanent employees who were planning to leave their job within the next 12 months (11.9%) was almost double the level recorded in January 2022 (6.4%), when the question was last asked"*.<sup>64</sup>

<sup>61</sup> Source: September 2022 Labour Force Survey (3701), table 14-10-0287-01.<sup>61</sup>

<sup>62</sup> Labour Force Survey, June 2022, <https://www150.statcan.gc.ca/n1/daily-quotidien/220708/dq220708a-eng.htm>

<sup>63</sup> Statistics Canada, Canadian Survey on Business Conditions (CSBC), <https://www.statcan.gc.ca/en/survey/business/5318>

<sup>64</sup> Labour Force Survey, August 2022, <https://www150.statcan.gc.ca/n1/daily-quotidien/220909/dq220909a-eng.htm>

In order to better understand some of the determining factors for workers to change jobs, the August 2022 Labour Force Survey also included questions regarding the key reasons in support of a respondent decision to quit their current employment for the pursuit a new opportunity. Salary and benefits were the main reasons identified by the highest proportion of employees<sup>65</sup>.

In addition to the current economic conditions, the labour supply is also affected by an aging population. According to the August 2022 Labour Force Survey 307,000 Canadians left their job in order to retire at some point in the last year, up from 233,000 one year earlier<sup>66</sup>.

### **Federal public workers are getting ready for retirement**

According to the Employer's data, a significant cohort of federal public workers are currently above 55 years of age, and this proportion has been increasing over time<sup>67</sup>.

<b>Age band</b>	<b>2010</b>	<b>2021</b>
<b>55 to 59</b>	11.10%	11.50%
<b>60 to 64</b>	4.40%	6.00%
<b>65 and over</b>	1.30%	2.60%

This trend is also reflected in the number of hiring into the core public administration Indeterminate hiring had been on the rise since the 2012 to 2013 fiscal year<sup>68</sup>.

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

<sup>65</sup> Labour Force Survey, August 2022, <https://www150.statcan.gc.ca/n1/daily-quotidien/220909/dq220909a-eng.htm>

<sup>66</sup> Labour Force Survey, August 2022, <https://www150.statcan.gc.ca/n1/daily-quotidien/220909/dq220909a-eng.htm>

<sup>67</sup> Office of the Chief Human Resources Officer, Treasury Board of Canada Secretariat. Demographic Snapshot of Canada's Public Service, 2021

<sup>68</sup> Office of the Chief Human Resources Officer, Treasury Board of Canada Secretariat. Demographic Snapshot of Canada's Public Service, 2021

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

### **Salary Forecasts within a Tight Canadian Labour Market (2023)**

In addition to rising inflation, the competitiveness of the labour market continues to influence trends in salary increases and magnify recruitment and retention challenges faced the Employer. At the same time, declining unemployment and stability in employment levels are indicators that the Canadian economy is doing well. Employers wishing to retain trained staff must increase wages to appropriate levels or risk losing them should the right opportunity present itself. Projections derived by research conducted by Normandin Beaudry, Willis Tower Watson, Mercer, PCI Compensation Consulting, and LifeWorks (formerly Morneau Shepell) indicate that employers are planning to increase salaries by an average of 3.9% in 2023.<sup>69</sup>

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

<sup>69</sup> CPQ Salary Forecasts Special Report 2023 (reported Sep. 29, 2022):  
[https://www.cpq.qc.ca/workspace/uploads/files/dossier\\_special\\_previsions\\_salariales2023\\_en.pdf](https://www.cpq.qc.ca/workspace/uploads/files/dossier_special_previsions_salariales2023_en.pdf)

### **In summary**

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

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

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

## SV GROUP MARKET ADJUSTMENTS

The Union proposes the following increases to the applicable Annex “A” for each group, prior to the application of any negotiated economic increases:

FR	20.0%	GL-MOC	14.8%
GL-COI	14.8%	GL-MST	14.8%
GL-EIM	14.8%	GL-PCF	14.8%
GL-ELE	14.8%	GL-PRW	14.8%
GL-MAM	14.8%	GL-SMW	14.8%
GL-PIP	14.8%	GS	12.7%
GL-VHE	14.8%	HS <sup>70</sup>	12.7%
GL-WOW	14.8%	HP	13.4% <sup>71</sup>
GL-AIM	14.8%	SC-DED	27.2%
GL-AMW	14.8%	SC-ERD	27.2%
GL-GHW	14.8%	SC-STD	27.2%
GL-INM	14.8%	SC-SPT	27.2%
GL-MAN	14.8%	LI	17.6% <sup>72</sup>
GL-MDO	14.8%		

### **PSAC PROPOSAL: ALTERNATE DISPUTE RESOLUTION**

While in mediation with the Employer, the Union presented a proposal for a Memorandum of Understanding stating its willingness to send the issue of market adjustments to binding determination, as per Section 182 of the Federal Public Sector Labour Relations Act. Although the employer refused the Union’s proposal, the Union remains committed to this option as an alternative method of resolving this dispute if the parties are unable to negotiate a settlement.

<sup>70</sup> A 1991 Pay Equity Tribunal decision ties wage adjustment of the HS group to that of the GS group.

<sup>71</sup> The Jan. 20, 2022, HP group market adjustment was amended in the Union’s conciliation request.

<sup>72</sup> The Jan. 20, 2022, LI group market adjustment was amended in the Union’s conciliation request.

## KORN FERRY SV PAY STUDY—AN EXTERNAL RELATIVITY ANALYSIS

In preparation for the current round of SV group negotiation, Public Service Alliance of Canada (PSAC) partnered with Korn Ferry (KF), a global human resources and compensation firm, to conduct a customized compensation review for 21 trades and services roles in Canada (**Exhibit D**). The survey targeted a wide market of organizations.

### An Overview of the Results

- Our overall finding is that the data confirms a significant gap between compensation for SV positions and comparable jobs outside the federal public service.
- Two caveats are important here:
  - Due to a low number of fire fighter results, wage rates of municipal firefighters working in proximity to DND bases was relied on for the FR market adjustment proposal. Even with only 4 organizations reporting results, and therefore only a job rate average, the weighted average, among FR-1 and FR-2, is a 21.3% gap.
  - Due to the absence of SC results, more specific data from the 2018 Mercer Ships' Crew compensation was aged two (2) years and relied on for the SC market adjustment proposal.
- Among the reported results, SV rates were higher for 1 classification while the remaining classifications were behind market. Range: -0.9% to 36.7%
- The benefits surveyed indicates that most of the employers provide a range of benefits directly comparable to the range provided by the federal government (defined benefit pensions, dental care, extended health, life and disability insurance, and pay for time not worked).
- Preliminary data and results were received by the Union in January 2022—this data was central rationale for the tabling of the SV group wage proposal on January 20, 2022. The final report was received by PSAC mid-March 2022 and market adjustment proposals were amended accordingly in the Union's May 2021 conciliation request. The study and its results are being used to negotiate wage increases for the **entire SV** bargaining unit in the current negotiations process.

### Detailed Background about the Survey Process



- The wage survey covered 21 specific job capsules including positions from the FR, GL, GS, HP, and SC classifications. The 21 jobs are the same which were jointly selected in 2014 by PSAC and TB staff for a prior joint pay study. This approach was selected to maintain the methodological consistency of the job capsule descriptions, previously agreed to, for each occupation surveyed. This approach was selected to maintain the methodological consistency of the job capsule descriptions, previously agreed to, for each occupation surveyed.
- Benefits surveyed looked at pension, extended health, dental, life insurance, supplemental and dependent life insurance, accidental death and dismemberment, short- and long-term disability, and also at pay for time not worked (e.g., paid leaves including parental and other paid leave, holidays and vacation).
- In September 2021, 445 organizations were invited to participate in the compensation review. The numbers of confirmed survey participants were augmented over the course of the data collection effort to ensure as robust a survey sample as possible. The private sector included major companies, both union and non-union, from all industrial sectors. In the public sector, the survey was sent to provincial governments and municipalities.
- Additional organizations that provide data to KF's compensation database and maintain roles comparable to the survey benchmark positions were also approached to agree their participation and to share relevant data to augment participation rates and strengthen the analysis.
- The market analysis was conducted based on the custom survey results and the integration of database participant data.
- The results include compensation data from 31 organizations. Data covers a total of 11,100 Canadian workers.

#### Information on the Jobs Surveyed

- Information was collected at the job level for salary structure minimum, salary structure maximum, job rate/policy, actual base salary, overtime details, short-term incentive details, long service pay, allowances and other payments. Position information and indirect compensation details were also collected. The custom survey data

submissions were reviewed to ensure that appropriate information for the analyses was used.

- For background on that process, a database of existing job titles was used to select job titles that most reflected the jobs for a given classification and level. For example, for EIM-10, “Electrician” was selected because it was the most common job title (as compared to all others such as Auxiliary Power Technician, Fire Alarm Technician, or Lineman).
- Once the titles were selected, a one paragraph job description was agreed to for the federal public service jobs included in the survey materials. In addition, PSAC staff also conducted an internal job capsule verification exercise in which component and occupational group representatives were consulted and minor edits to job capsule descriptions were completed prior to being sent out in the survey.

#### Comparing the Korn Ferry results to SV Wage Rates

- The results are reported with Korn Ferry’s global standard: 5-Value Organization weighting and rely on the job rate 75<sup>th</sup> percentile or upper quartile data (what we have referred to as the P75).
- In the table below, PSAC compared and calculated the differences between the maximum salary attainable for an SV job and the KF organization weighted P75 job rate for the equivalent job outside of the federal public service. As can be seen in the bottom row of the table, the average of the KF organization weighted P75 job rate is **15.9%** above the maximum step job rate within SV jobs surveyed. Appendix-specific market adjustments, however, take averages of the subgroups.

**Table 1: Korn Ferry SV Pay Study Results (P75 & Organization-Weighted)**

PSAC-Korn Ferry (KF) Job Capsule Position Title	SV Group Equivalent (Maximum Job Rate)		KF Organization Weighted P75 Job Rate	Differences between the KF P75 Job Rate (B) and the SV Job Rate (A)	
	Group & Level	Hourly— Effective: 5 Aug. 2020 <sup>73</sup> (A)	Hourly Rate (B)	Difference (\$) (B-A)	Difference (%) (B/A-1)
Fire Fighter	FR-1	\$37.69	*	*	*
Fire Lieutenant/Chief	FR-2	\$39.69	*	*	*
Construction/Maintenance Supervisor	GL-COI-11	\$36.13	\$49.39 <sup>74</sup>	\$13.26	36.7%
Electrician	GL-EIM-11	\$37.75	\$40.99	\$3.24	8.6%
General Labourer / Trades Helper	GL-ELE-3	\$23.74	\$28.33	\$4.59	19.3%
Refrigeration/HVAC Technician	GL-MAM-8	\$31.02	\$36.77	\$5.75	18.5%
Driver, Heavy Vehicle	GL-MDO-5	\$26.23	*	*	*
Painter / Sign Painter - Construction	GL-PCF-7	\$32.29	\$35.79	\$3.50	10.8%
Plumber / Pipefitter	GL-PIP-9	\$34.36	\$37.88	\$3.52	10.2%
Sheet Metal Worker	GL-SMW-10	\$37.94	*	*	
Automotive / Heavy Duty Equipment Mechanic	GL-VHE-10	\$35.64	\$45.07	\$9.43	26.4%
Carpenter	GL-WOW-9	\$32.67	\$34.43	\$1.76	5.4%
Cleaner/Janitor	GS-BUS-2	\$21.58	\$21.38	(\$0.20)	-0.9%
Food Service Helper	GS-FOS-2	\$21.58	*	*	*
Cook	GS-FOS-6	\$30.51	*	*	*
Storeperson	GS-STS-4	\$26.51	\$33.49	\$6.98	26.3%
Stationary Engineer (2nd Class)	HP-4	\$37.48	\$42.52	\$5.04	13.4%
Deckhand	SC-DED-2	\$23.48	See 2018 Mercer SC Study data (p. 10)		
Boatswain	SC-DED-5	\$25.84	See 2018 Mercer SC Study data (p. 10)		
Engine Room Assistant	SC-ERD-3	\$24.24	See 2018 Mercer SC Study data (p. 10)		
Steward	SC-STD-1	\$22.96	See 2018 Mercer SC Study data (p. 10)		
<b>Average:</b>				<b>15.9%</b>	

- Based on these, the GL, GS/HS, and HP market adjustments were calculated using an average of each of the reported subgroup differentials (see each section).
- The SC market adjustments are based on aging the 2018 Joint Mercer SC Pay Study
- The FR market adjustments are based on analysis of municipal firefighter collective agreement rates in proximity to DND bases. Proximity is emphasized due to the mutual aid agreements signed between DND and the neighbouring municipalities.

<sup>73</sup> FR rates are calculated at the 42 hours/week; GL, GS, HP rates are calculated at 40 hours/week

<sup>74</sup> The asterix indicate that the number of organizations reporting fell below the P75 data confidentiality threshold.

## APPENDIX-SPECIFIC PROVISIONS AND ALLOWANCES

**Table 2: Summary of Appendix-based Allowance Proposals**

ALLOWANCE	ARTICLE	PROPOSAL
Long Service Pay	Appendix "A", FR 5.01	Convert the Long Service Pay to a percentage of an employee annual salary
Height Pay	Appendix "B", GL 7.01	Reduce the height requirement to access the allowance
Seagoing Allowance	Appendix "G", SC NEW	New allowance entitling employees \$800 per month in which they have spent two consecutive days at sea
Refrigeration HVAC	Appendix "B", Annex N, GL	Increase value & amend eligibility
SC quarter and meal	Appendix "G", SC	Employees placed on travel status as per NJC Travel Directive
Non-rotational Lightstation Service Allowance	Appendix "F", LI	New monthly allowance of \$352.35 for employees at non-rotational lightstations.
Lightkeeper - Supplementary Allowance	Appendix "F", LI	1. in 1- and 2-employee stations: \$2,800 2. in 4-employee stations: \$2,400
Dirty Work Allowance	Appendix "B", "C", "D",	Appendix B – Expand the scope Appendix C – NEW Appendix D – NEW

## APPENDIX “A”: FIREFIGHTERS GROUP

### **PSAC PROPOSALS**

- A market adjustment of 20% is proposed for the Firefighters Group (FR).
- Additional amendments:
  - 5.01 – Long Service Pay; and

### **RATIONALE**

The firefighters (FR) represented by PSAC, who works for the Department of National Defence (DND), are paid much less than fire fighters employed by municipalities in proximity to DND bases. The Union’s proposal is simple: **compensation parity with municipal firefighters**—this includes wages and long service pay.

The table below shows the wage gap differential between the FR group and municipal firehalls that employ firefighters in proximity to DND bases. The gap is calculated with a weighted average of municipal firefighters’ wage rates. The data includes relevant services from eight provinces and accounts for the relative size of the DND bases’ fire services. (**Exhibit E**)

**Table 3: Comparing the FR Group and Municipal Fire Fighters in Proximity to DND Bases**

<b>FR Work Locations</b>	<b># of FR</b>	<b>Municipal Firehalls in Proximity to DND bases</b>	<b>Annual Salary (Effective Aug. 5, 2020)</b>
Borden, ON (00620)	39	Barrie, ON - IAFF 1753	\$ 103,306.00
Petawawa, ON (00629)	60	Pembroke, ON - PPFFA	\$ 101,058.00
Kingston, ON (00641)	3	Kingston, ON - IAFF 498	\$ 102,526.00
Shilo, MB (50704)	36	Brandon, MB - BPFPA	\$ 94,389.35
Dundurn, SK (40801)	26	Saskatoon, SK - IAFF 80	\$ 103,077.12
Gagetown, NB (60303)	35	Fredericton, NB - IAFF 1053	\$ 89,276.01
Halifax, NS (80412)	88	Halifax, NS - IAFF 268	\$ 97,251.78
Valcartier, QC (10507)	1	Quebec City, QC - APPQ	\$ 83,545.73
Victoria, BC (21009)	86	Victoria, BC - IAFF 730	\$ 101,352.00
NanOOSE, BC (21017)	3	Nanaimo, BC - IAFF 905	\$ 98,844.00
Wainwright, AB (30908)	34	Edmonton, AB - IAFF 209	\$ 102,078.00
Suffield, AB (30911)	35	Medicine Hat, AB - IAFF 263	\$ 99,209.27
	<b>446</b>	<b>WEIGHTED AVERAGE:</b>	<b>\$ 99,108.49</b>
<b>FR-1 (Step 5) Effective: Aug. 5, 2020</b>			<b>\$ 82,590.00</b>
<b>Wage Gap w Weighted Average</b>			<b>20.0%</b>

PSAC's analysis shows a wage gap of 20% between the FR group and municipal firefighters employed in proximity to DND bases. The union's analysis:

- An FR-1 (Step 5) is the equivalent of a 1<sup>st</sup> Class Firefighter (i.e., 60 months of experience). The current FR-1 (Step 5) annual salary rate is **\$82,590**
- The proposed FR group market adjustment of 20%, applied before all general economic increases, seeks parity with the weighted average of the 12 municipal fire halls within proximity to DND bases: **\$99,108,49**.
- The proposal reflects those municipal negotiations in 2021 and onward will begin from a salary rate that is, on average, 20% more than DND fire fighters.
- There is no justifiable rationale for this continued salary gap.

### Mutual Aid Agreements

Compounding the necessity of the proposal for compensation parity and the proximity analysis is the fact that DND signs 'Mutual Aid Agreements' with municipal fire departments in proximity to DND bases (e.g., Dundurn Fire Department, The City of Brandon, Rural Municipality of Cornwallis, etc.). In brief, mutual aid agreements with municipal fire departments establish mutual assistance with responses to fire emergencies, as needed and if requested. **(Exhibit F)**

For example, if emergency assistance is requested and provided, the requested party invoices the requesting party with a billing form for the costs of emergency services rendered per the fee schedule attached to the mutual aid agreements. This means that if DND requested assistance, DND would reimburse municipal fire departments for wages per the fee schedule. Such wage payment, for example, mean paying municipal firefighter wage rates per their collective agreement—far exceeding that of the FR group wage rate.

A further material impact, in the context of a request for assistance, would be municipal and DND firefighters arriving to work side-by-side with one another, but DND firefighters are paid significantly less.

### Training

Exacerbating the impact of this pay gap is the additional training required by DND firefighters. In addition to much of the training required by municipal firefighters, DND

firefighters are trained above and beyond their counterparts for DND base-specific operating environments.

#### Korn Ferry Data and Results for the FR Group

Due to a low number of fire fighter results, wage rates of municipal firefighters working in proximity to DND bases was relied on for the FR market adjustment proposal. However, even with only 4 organizations reporting results, and therefore only a job rate average (the statistical threshold for calculating the P75 was not met), the weighted average, among FR-1 and FR-2, revealed a similar persisting wage disparity at 21.3% (**Exhibit D**).

## **Long service pay**

- 5.01** An employee who receives pay for at least eighty-four (84) hours for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning October 1 of each year, is entitled to be paid, in a lump sum, an amount related to the employee's period of service in the public service set out in the following table:

<b>Period of service in the public service</b>	<b>Annual Amount</b>	<b>Percentage of employee annual salary</b>
<b>5 to 9 years</b>	\$833	<b>1%</b>
<b>10 to 14 years</b>	\$956	<b>2%</b>
<b>15 to 19 years</b>	\$1103	<b>3%</b>
<b>20 to 24 years</b>	\$1,249	<b>4%</b>
<b>25 to 29 years</b>	\$1,395	<b>5%</b>
<b>30 years or more</b>	\$1,541	<b>6%</b>

## **RATIONALE**

The Union is proposing to convert the long service pay for FRs from a fixed dollar amount to a percentage of their rate of pay. We are proposing this for a few reasons:

- By maintaining it as a fixed dollar amount, these amounts are left vulnerable to erosion by inflation. These amounts are meant to reward long service for fire fighters and leaving them vulnerable to that kind of erosion defeats the purpose of this premium.
- With respect to **internal relativity** with the Core Public Administration, the Treasury Board already pays two equivalent allowances to RCMP Regular Members (RM group), this is noted in Appendix D of the RM group collective agreement:
  - Annual Service Pay (ASP)
    - A 1.5% Service Pay Allowance is granted at service durations of 4, 10, 15, 20, 25, 30, and 35 years.
  - Senior Constable Provisional Allowance (SCPA).
    - The 5% SCPA is granted after seven (7) completed years of service.<sup>75</sup>
- With respect to **external relativity** (outside the federal public service), the proposal is in aligned with sectoral comparators, namely municipal firefighters. Firefighters employed by municipalities receive a long service pay that is expressed in

<sup>75</sup> See the RCMP (RM) Contract. Appendix D. Annual Service Allowance as precedent. Senior Constable Allowance also as precedent. Audit: [https://www.osfi-bsif.gc.ca/Eng/oca-bac/ar-ra/rcmp-grc/Pages/OCA\\_RCMP\\_2019.aspx](https://www.osfi-bsif.gc.ca/Eng/oca-bac/ar-ra/rcmp-grc/Pages/OCA_RCMP_2019.aspx)



percentages rather than fixed dollar amounts. It's important to note that many of the municipal firefighters receive percentages that are superior to the ones being proposed by the Union. See Table 4 below for twelve examples. (Exhibit E)

- Firefighters in Quebec City have negotiated a move from a fixed dollar amount to a percentage of their rate of pay to align with sector comparators.

**Table 4: Twelve Models of Long Service Pay at Municipal Comparators**

<b>Municipal Firehalls in Proximity to DND bases</b>	<b>Years of Service</b>	<b>% of 1<sup>st</sup> Class Salary – Recognition Pay &amp; Service Pay, Seniority Allowance</b>
Pembroke, ON - PPFFA	8	3%
	17	6%
	23	9%
Barrie, ON - IAFF 1753	9-17	3%
	18-23	6%
	24+	9%
Kingston, ON - IAFF 498	8	3%
	17	6%
	23	9%
Brandon, MB - BPFPA	8	2%
	12	3%
	16	4%
	20	5%
Saskatoon, SK - IAFF 80	7	2%
	10	4%
	15	6%
	20	8%
Fredericton, NB - IAFF 1053	10	1.5%
	15	2.5%
	20	3%
	25	3.5%
Halifax, NS - IAFF 268	Senior Firefighter	2%
	Senior Firefighter 1	2.5%
	Senior Firefighter 2	3%
Quebec City, QC – APPQ <i>Note: As of 2020, the APPQ collective agreement moved from a flat rate for seniority pay in 2019 to a percentage of salary formula in 2020.</i>	5	Indexation: 1.5% + CPI Quebec City, Max. 2%
	10	Indexation: 1.5% + CPI Quebec City, Max. 2%
	15	Indexation: 1.5% + CPI Quebec City, Max. 2%
	20	Indexation: 1.5% + CPI Quebec City, Max. 2%
	25	Indexation: 1.5% + CPI Quebec City, Max. 2%
	30	Indexation: 1.5% + CPI Quebec City, Max. 2%
Victoria, BC - IAFF 730	10	3%
	15	6%
Nanaimo, BC - IAFF 905	10	3%
Edmonton, AB - IAFF 209	8	2%
	11	7%
	18	8%
Medicine Hat, AB - IAFF 263	25	0.624%
	30	1.486%

Again, the Union's argument is straight-forward: **compensation parity with municipal firefighters.**

## APPENDIX “B”: GENERAL LABOUR AND TRADES GROUP

### **PSAC PROPOSALS**

- A market adjustment of 14.8% is proposed for the General Labour and Trades Group (GL).
- Additional amendments:
  - 6.01 Dirty Work Allowance
  - 7.01 Height Pay
  - Annex “E”, 11. Shift and Weekend Premiums
  - Annex “N”, GL BTS & Refrigeration HVAC Technicians

### **RATIONALE**

For the GL group, the Korn Ferry pay study surveyed and analyzed 10 representative benchmark positions. Next, the 5-Value Organization Weighted P75 wage was used to calculate the wage gap differentials by subgroup. **(Exhibit D)**

The average wage gap differential was 17.0%.

- However, reasonable consideration of preliminary and final pay study data resulted in a GL market adjustment proposal of 14.8%.

**Table 5: Pay Study Results - GL Group Market Adjustment Analysis**

Korn Ferry-PSAC Benchmark Position Titles	Number of Employers Surveyed that reported data by position	SV Equivalent		Korn Ferry 5-Value Organization Weighting (OW)		
		Classification & Level	Current - Hourly Max. (Aug. 5, 2020) [A]	P75 (OW) (Annual)	P75 (OW) (Hourly Rate) [B]	Wage Gap Differential (%) [B]/[A]-1
Construction/Maintenance Supervisor	16	GL-COI-11	\$36.13	\$103,079	\$49.39	36.7%
Electrician	20	GL-EIM-11	\$37.75	\$85,546	\$40.99	8.6%
General Labourer / Trades Helper	14	GL-ELE-3	\$23.74	\$59,131	\$28.33	19.3%
Refrigeration/HVAC Technician	13	GL-MAM-8	\$31.02	\$76,735	\$36.77	18.5%
Driver, Heavy Vehicle	7	GL-MDO-5	\$26.23	*	*	*
Painter / Sign Painter - Construction	14	GL-PCF-7	\$32.29	\$74,693	\$35.79	10.8%
Plumber / Pipefitter	16	GL-PIP-9	\$34.36	\$79,057	\$37.88	10.2%
Sheet Metal Worker	6	GL-SMW-10	\$37.94	*	*	*
Automotive / Heavy Duty Equipment Mechanic	13	GL-VHE-10	\$35.64	\$94,053	\$45.07	26.4%
Carpenter	18	GL-WOW-9	\$32.67	\$71,851	\$34.43	5.4%
<b>GL Group Average Wage Gap Differential:</b>						<b>17.0%</b>

### **Another Pay Gap: Comparing Ship Repair-East and West to GL Subgroups**

In addition to the Korn Ferry SV Pay Study (an external relativity analysis), an internal relativity analysis—FPSLRA, Sec. 175(c)—was conducted of the Ship Repair-East (SR-E) and Ship Repair-West (SR-W) bargaining units in the Core Public Administration (CPA). See Tables 6 and 7 below.

The results are that this Employer pays higher wages to matching sub-classifications of the Ship Repair-East (SR-E) and Ship Repair-West (SR-W) bargaining units than the SV group. With respect to SR-E, the wage gap differential for the 13 unique classification/level combinations (across 7 different subgroups) is averaged at 37.2%. With respect to SR-W, the wage gap differential for the 17 unique classification/level combinations (across 8 different subgroups) is averaged at 26.5%.

Significant compensation disparities for matching classifications are clear signifiers that that GL group members are underpaid.

To further emphasize this, in an April 12, 2022, Base Union Management Consultation Committee, the CFB Esquimalt base commander commented, in the Record of Discussion, that “the cost of living in Victoria has skyrocketed and with current federal pay scales it is very difficult to bring people in from out of the area, a challenge other local businesses are finding as well.” **(Exhibit W)** Put simply, current GL wages—and the persisting wage gap with the trades workers external to the federal public sector and even those in the CPA (see the comparison tables below)—are exacerbating recruitment and retention problems.

The Union’s market adjustment proposal—based on external and internal relativity analyses and supported with the Korn Ferry pay study and Ship Repair groups comparison —is both timely and reasonable.

**Table 6: Ship Repair-East Comparison to GL Subgroups<sup>76</sup>**

Ship Repair - East (SR-E) Pay Groups	Ship Repair-East (SR-E) Classifications/Levels that match to SV-GL Subgroups/Levels	SV-GL Subgroups - Effective Aug. 5, 2020 [A]	SR-E: Max. Rate (Step 3) – as of Aug. 5, 2020 [B]	Wage Gap Differential: Ship Repair-East v. SV-GL Subgroups [B]/[A]-1
Pay Group 2	ELE-2	\$22.98	\$33.20	44.5%
Pay Group 3	MDO-4	\$24.85	\$35.11	41.3%
Pay Group 4	MDO-5	\$26.23	\$39.05	48.9%
Pay Group 6	MAN-6	\$29.17	\$41.30	41.6%
	PRW-6	\$29.24	\$41.30	41.2%
	MAN-7	\$30.16	\$41.30	36.9%
	MDO-6	\$27.13	\$41.30	52.2%
	PRW-8	\$31.52	\$41.30	31.0%
	SMW-8	\$35.04	\$41.30	17.9%
	MAM-9	\$32.24	\$41.30	28.1%
Pay Group 7	MAM-10	\$33.51	\$41.73	24.5%
Pay Group 10	MAN-8	\$31.50	\$43.68	38.7%
Pay Group 12	INM-11	\$32.74	\$44.81	36.9%
<b>Average Wage Gap for Same Classifications between GLs and SR-E:</b>				<b>37.2%</b>

**Table 7: Ship Repair-West Comparison to GL Subgroups<sup>77</sup>**

Ship Repair - West (SR-W) Pay Groups	Ship Repair-West (SR-W) Classifications/Levels that match to SV-GL Subgroups/Levels	SV-GL Subgroups - Effective Aug. 5, 2020 [A]	SR-W: Max. Rate (Step 3) – as of Aug. 5, 2020 [B]	Wage Gap Differential: Ship Repair-West v. SV-GL Subgroups [B]/[A]-1
Pay Group 1	ELE-2	\$22.98	\$28.15	22.5%
	ELE-3	\$23.74	\$28.15	18.6%
Pay Group 2	ELE-4	\$24.41	\$32.66	33.8%
Pay Group 6	MAN-5	\$28.19	\$39.38	39.7%
	PRW-6	\$29.24	\$39.38	34.7%
	MDO-6	\$27.13	\$39.38	45.2%
	MAN-7	\$30.16	\$39.38	30.6%
	MAN-7	\$30.16	\$39.38	30.6%
	MAN-7	\$30.16	\$39.38	30.6%
	PRW-8	\$31.52	\$39.38	24.9%
	SMW-8	\$35.04	\$39.38	12.4%
	MAM-9	\$32.24	\$39.38	22.1%
	MAM-9	\$32.24	\$39.38	22.1%
	MAM-10	\$33.51	\$39.38	17.5%
	MAN-7	\$30.16	\$39.38	30.6%
	PIP-8	\$34.36	\$39.38	14.6%
	INM-11	\$32.74	\$39.38	20.3%
<b>Average Wage Gap for Same Classifications between GLs and SR-</b>				<b>26.5%</b>

<sup>76</sup> SR(E), Appendix A: <https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=22#tocxx320781>

<sup>77</sup> SR(W), Appendix A: <https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=23#tocxx320727>

## **Dirty work allowance**

**6.01** When an employee is required to come in physical contact with the pollutant while engaged in the cleaning up of **sewage and grey water, chemical residue, pollutants of any amount, or** oil spills in excess of two hundred (200) litres which resulted from a ~~marine~~ disaster, mechanical failure, bunkering or fuel transfer operations, the employee shall receive, in addition to the appropriate rate of pay, an additional one half (1/2) his straight-time rate for every fifteen (15) minute period, or part thereof, worked. All of the foregoing duties must have the prior approval of the Employer before work is commenced.

## **RATIONALE**

Concerning the Union's proposal at 6.01, the classification standard for the GL group has not been updated since 1988. As such, the addition of "sewage and grey water, chemical residue, and pollutants of any amount" to the definition of dirty work for the GL group reflects the working conditions encountered on a routine basis. Generally, such terminology is absent from the classification standard. Exposure to greywater (or domestic wastewater produced, excluding sewage), sewage (water with high organic loading also called blackwater), chemical residue, and pollutants is increasingly a part of the GL working conditions and the premium paid for much work must reflect that reality.

## Height pay

**7.01** An employee shall be paid a height pay allowance equal to twenty-five percent (25%) of the employee's basic hourly rate of pay on a pro rata basis for actual time worked:

- a. on land-based towers where they are required to work ~~thirty (30)~~ **ten (10)** feet or more above the ground;
- b. for installation or repair work ~~thirty (30)~~ **ten (10)** feet above the ground, on the side of buildings, ships or structures where the method of support is by moveable platform (excluding manlifts);
- c. for repair work at a height of ~~thirty (30)~~ **ten (10)** feet or more above the ground; ~~on cranes where no scaffolding exists.~~

## RATIONALE

The Union is proposing to reduce the height thresholds required for eligibility of the height pay. Currently, height pay is provided to employees who are required to work thirty feet above the ground. This far exceeds the height at which fall protection system is required to be in place. Federal and provincial legislation across the country all require that fall protection systems be provided when workers work at a height of three meters, or about ten feet. And this is the case in every province and territory, as well as federally, in the Canada Occupational Health and Safety Regulations. Our proposal is to bring the language of this allowance in line with that body of legislation.

In addition, the Union is proposing an amendment to sub-clause c), that states that it is only provided to employees who work on cranes where there is no scaffolding. This change broadens the scope of eligibility.

**ANNEX “E”:** Special conditions applicable to Lockmasters, Bridgemastrs and Canal Operators

**11. Shift and weekend premiums**

a. Shift premium

An employee working on shifts will receive a shift premium of ~~two dollars and twenty-five cents (\$2.25)~~ **two dollars and fifty cents (\$2.50)** ~~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

~~A An employee working on shifts will receive a shift premium of eight dollars (\$8.00) per hour for all hours worked, including overtime hours, between 00:00 and 08:00.~~

b. Weekend premium

An employee working on shifts during the weekend will receive an additional premium of ~~two dollars (\$2.00)~~ **two dollars and fifty cents (\$2.50)** ~~five dollars (\$5.00)~~ per hour for all hours worked, including overtime hours, on Saturday or Sunday.

**RATIONALE**

First, with respect to the increase to \$2.50, see rationale for Article 27 – Shift and Weekend Premium. Amendments here ensure consistency throughout the SV collective agreement.

While shift work may be critical for the operation of important government services that require around-the-clock staffing, the impact of those schedules on the health and welfare of the employees is significant.

The most common health complaint cited by shift workers is the lack of sleep. Shift work is also recognized to be associated with several illnesses including cardio-vascular disease, hypertension and gastrointestinal disorders. Shift workers also report higher levels of work stress which has been linked to anxiety, depression, migraine headaches and high blood pressure. Research has also shown that sleep deprivation generated by shift work is related to an increased incidence of workplace accidents and injury. The

interference that shift work causes in individuals' sleep patterns has resulted in workers experiencing acute fatigue at work, impaired judgements and delayed reaction times.

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



## **Annex “N”: GL-MAM, Building System Technician and Refrigeration HVAC Technicians**

1. Effective on the date of signing of the collective agreement, in an effort to address the recruitment and retention issues of the GL-MAM refrigeration HVAC technicians **and building systems technicians or equivalent** in the Operational Services (SV) group. The employer will provide an annual terminable allowance of ~~eight thousand and four hundred and eighty dollars (\$8,480)~~ **ten thousand and five hundred dollars (\$10,500)** to **workers in the GL classification who have the skills and knowledge obtained from completion of a provincial A/C Refrigeration Technician license or a building system technician certification or equivalent and perform refrigeration HVAC duties.** ~~GL-MAM refrigeration HVAC technicians who have refrigeration and air conditioning mechanic certification and perform the duties of a GL-MAM refrigeration HVAC technician.~~
2. The parties agree that ~~GL-MAM refrigeration HVAC technicians~~ **workers as outlined above** shall be eligible to receive an annual “terminable allowance” subject to the following conditions:
  - i. An employee in a position outlined above shall be paid the terminable allowance for each calendar month for which the employee receives at least eighty (80) hours’ pay at the GL-MAM rates of pay of this appendix.
  - ii. The allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement.
  - iii. A part-time employee shall be entitled to the terminable allowance on a pro-rata basis.
  - iv. An employee shall not be entitled to the allowance for periods he is on leave without pay or under suspension

### **RATIONALE:**

The Union’s proposal at Annex N, 1, 2, and 2.i, expands the scope of those eligible to receive the annual terminable allowance and increases the quantum of the allowance. Limiting eligibility of the annual terminable allowance to the GL-MAM classification does not reflect the working reality of GL-group members who are skilled, knowledgeable, licensed and are responsible for HVAC duties. In short, a GL that holds the requisite certificate or license receives the annual terminable allowance. Rather than relying on job title and classification as a method to exclude (as job title can be easily changed), the Union submits licensing, work responsibility and duties as determinative of allowance eligibility.

Next, relative to quantum, an increase from \$8,480 to \$10,500 (a 23.8% increase in the allowance) is proposed to address the challenges of HVAC recruitment and retention issues, as well as the lag in GL-MAM (refrigeration/HVAC technician) wages.

Notably, and as discussed in the Union's response to the employer's proposal to Annex "N" the Union rejects the addition an expiration clause of this recruitment and retention allowance (see p. 152).

## APPENDIX “C”: GENERAL SERVICES GROUP

### **PSAC PROPOSALS**

- A market adjustment of 12.7% is proposed for the General Services Group (GS).
- Additional amendments:
  - 6.01 Dangerous Goods
  - NEW – 6.02 Dirty Work Allowance
- Note: As stated on January 20, 2022, a 1991 Pay Equity Tribunal decision ties wage adjustment of the HS group to that of the GS group, therefore the HS Group's market adjustment is also 12.7%.

### **RATIONALE**

For the GS group, the Korn Ferry pay study surveyed and analyzed 4 representative benchmark positions. Two positions yielded the level of respondent of the P75 threshold. Next, the 5-Value Organization Weighted P75 wage was used to calculate the wage gap differentials by subgroup. The average wage gap differential was 12.7%. (**Exhibit D**)

**Table 8: Pay Study Results - GS Group Market Adjustment Analysis**

Korn Ferry-PSAC Benchmark Position Titles	Number of Employers Surveyed	SV Equivalent		Korn Ferry 5-Value Organization Weighting (OW)		
		Classification & Level	Current - Hourly Max. (Aug. 5, 2020) [A]	P75 (OW) (Annual)	P75 (OW) (Hourly Rate) [B]	Wage Gap Differential (%) [B]/[A]-1
Cleaner/Janitor	12	GS-BUS-2	\$21.58	\$44,616	\$21.38	-0.9%
Food Service Helper	3	GS-FOS-2	\$21.58	*	*	*
Cook	3	GS-FOS-6	\$30.51	*	*	*
Storeperson	12	GS-STS-4	\$26.51	\$69,891	\$33.49	26.3%
<b>GS Group Average Wage Gap Differential:</b>						<b>12.7%</b>

## **Dangerous goods**

~~6.01 — An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned the responsibility for packaging, and labelling of dangerous goods for shipping in accordance with the above act, shall receive a monthly allowance of seventy-five dollars (\$75) for each month where the employee maintains such certification.~~

*(Strikeout being proposed in relation to Union proposal in Article 63)*

*(Subsequent renumbering)*

## **RATIONALE**

The Union is proposing to strike out the Dangerous Goods allowance language in Appendix C, 6.01, not because we are proposing to do away with it, but because we are proposing to bring it into the main body of the collective agreement in Article 63 – Dangerous Goods. For rationale also see Art. 63. Amendments here ensure consistency throughout the SV collective agreement.

## **NEW – Dirty Work Allowance**

**6.02 When an employee is required to come in physical contact with the pollutant while engaged in the cleaning up of sewage and grey water, chemical residue, pollutants of any amount, or oil spills which resulted from a disaster, mechanical failure, bunkering or fuel transfer operations, the employee shall receive, in addition to the appropriate rate of pay, an additional one half (1/2) his straight-time rate for every fifteen (15) minute period, or part thereof, worked. All of the foregoing duties must have the prior approval of the Employer before work is commenced.**

## **RATIONALE**

The Union is proposing a new Dirty Work Allowance for the GS group similar to the language that is currently in Appendix B, and in line with the changes that the union is proposing in that text, with some changes to bring it in line with the work that GS members do. The new allowance accounts for the reality that GS group members perform dirty work and are around substances that pose a risk to their health. Members of the GS group work around and aid in the cleaning of spills of chemicals substances such as paint, as well as sewage water in the event of sewer back-ups in the kitchen. Like members of the GL group, who have this allowance, members of the GS group work around chemical spills and gray and black water, so we're proposing that they receive the same allowance.

## APPENDIX “D”: HEATING, POWER AND STATIONARY PLANT GROUP

### PSAC PROPOSALS

- A market adjustment of 13.4% is proposed for the Heating, Power and Stationary Plant Group (HP).
- Note: The Union amended its January 20, 2022, proposal in its conciliation request.
- Additional amendments:
  - 5.01 Shift Premium
  - NEW – 6.01 Dirty Work Allowance

### RATIONALE

For the HP group, the Korn Ferry pay study surveyed and analyzed benchmark position of the Stationary Engineer (2<sup>nd</sup> Class).

While the HP group includes a diverse range of operators including the water and water treatment plant and heating and power plant operators, the Stationary Engineer is the current dominant or largest incumbent group. Next, the 5-Value Organization Weighted P75 wage was used to calculate the wage gap differentials by subgroup.

The average wage gap differential was 13.4%. **(Exhibit D)**

**Table 9: Pay Study Results - HP Group Market Adjustment Analysis**

Korn Ferry-PSAC Benchmark Position Titles	Number of Employers Surveyed	SV Equivalent		Korn Ferry 5-Value Organization Weighting (OW)		
		Classification & Level	Current - Hourly Max. (Aug. 5, 2020) [A]	P75 (OW) (Annual)	P75 (OW) (Hourly Rate) [B]	Wage Gap Differential (%) [B]/[A]-1
Stationary Engineer (2nd Class)	10	HP-4	\$37.48	\$88,732	\$42.52	13.4%
<b>HP Group Average Wage Gap Differential:</b>						<b>13.4%</b>

Of paramount importance for the HP group is competitive wages with the occupational comparators in the public and private sector. The wage gap identified in the Korn Ferry pay study has a direct impact on effective recruitment and retention in Federal departments with 24/7, 365 days a year operating environment. For example, members

describe high turnover, recruitment, and retention issue among HPs and how that impacts their operating environments.

With respect to other federal public sector comparators, Atomic Energy of Canada Ltd. (AECL), a Canadian federal Crown corporation, is a Schedule III organization under the *Financial Administration Act* (FAA). Among AECL's subsidiaries is Canadian Nuclear Laboratories with which it holds a long-term contract. This long-term contract with AECL, which is owned by the Government of Canada, recognizes the importance of competitive compensation.

To show the competitiveness of the operating engineer labour market, see the example of the collective agreement between the Canadian Nuclear Laboratories and Local 772 of the International Union Operating Engineers. In a recent contract (Exp. Mar. 31, 2021), this Employer reintroduced the "hot skills" premium—a premium designed to recognize long service and retention of skilled personnel.

#### **19.11 "Hot Skills" Premium**

When the Employer cannot attract or retain sufficient talent (either in number or qualification) for a particular position, it will put in place a "hot skills" premium, as set out below. Prior to doing so, the Employer will explain to the Union the need for the premium and engage in meaningful consultation with the Union regarding the amount of the premium. Any "hot skills" premium that is implemented will be paid to both incumbents in the identified position(s) and to new hires.

This "hot skills" premium will be paid separately for hours worked and will not form any part of regular wages nor be part of any attendant employee benefit.

It is agreed for the life of this collective agreement the hot skill premium will be paid as follows:

1. 3rd Class Operating Engineers with more than 2 years' recognized experience in a Power Plant, as recognized by the CNL Chief Operating Engineer shall receive \$7,500 payable annually in April.
2. 3rd Class Operating Engineers who are new hires with no operating experience after completing one year of continuous service within the Powerhouse shall receive \$2,500 payable annually in April
3. All hot skills premiums will be paid separately and will not form any part of regular wages nor be part of any attendant employee benefit.<sup>78</sup> **(Exhibit G)**

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<sup>78</sup> IUOE Local 772 (Exp. Mar. 31, 2021): <https://www.cnl.ca/wp-content/uploads/2021/03/IUOE-Collective-Agreement-2018-April-01-2021-March-31.pdf>

Underscoring and adding context to the reasonableness and importance of the Union's HP market adjustment proposal, the Union asks the Chair to consider recent negotiations of occupational comparators. In Spring 2022, in Ontario, an impactful tentative agreement between the Operating Engineers Employer Bargaining Agency and the Operating Engineers Employee Bargaining Agency (International Union of Operating Engineers, Local 793) was ratified after a successful strike.<sup>79</sup>

In this new collective agreement, nine Building and Construction Work wage schedules, which represent Stationary Engineers, 1<sup>st</sup> to 4<sup>th</sup> Class, across the province representing thousands of members. In this new contract, for example, the 2<sup>nd</sup> Class Stationary Engineers will receive an approximate 20.3% pay increase (\$3 per year on wages) over the 3-years (2022-2025). However, at the point of the last HP wage increase, effective Aug. 5, 2020, the average wage differential, on that date, between an HP-4 (\$37.48) and a 2<sup>nd</sup> Class Stationary Engineers of IUOE Local 793 (\$43.18) was 15.2%. (**Exhibit H**)

Put another way, members of the HP group like their jobs but do not feel valued at work. As evidenced in the recent 2020 Public Service Employee Survey, respondents feel less and less valued year over year—the downward trend continued in the latest survey.

<b>Positive Responses: HP Group</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>Q16. Overall, I like my job.</b>	83	82	80	80
<b>Q11. Overall, I feel valued at work.</b>	65	56	54	53

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<sup>79</sup> IUOE Local 793: <https://iuoelocal793.org/strike-success-operators-ratify-provincial-collective-agreement/>



## Shift premium

### 5.01

An employee working on a twelve (12) ~~or ten (10)~~ hour shift schedule shall receive a shift premium of ~~two dollars and twenty-five cents (\$2.25)~~ **two dollars and fifty cents (\$2.50)** ~~five dollars (\$5.00)~~ per hour for all hours worked between 4 pm and 8am. The shift premium will not be paid for hours worked between 8 am and 4 pm.

~~An employee working on shifts will receive a shift premium of eight dollars (\$8.00) per hour for all hours worked, including overtime hours, between 00:00 and 08:00~~

### RATIONALE:

First, with respect to the increase to \$2.50, see rationale for Article 27 – Shift and Weekend Premium. Amendments here ensure consistency throughout the SV collective agreement. In addition to the increase to the premium, Union’s proposal adds language to specify that the shift premium be applied to employees working either ten or twelve-hour shifts. The change is proposed for a few reasons:

- First, several of our HP members work the hours listed in shift premium language but aren’t eligible because they work ten-hour shifts.
- Second, this condition of working 12 hour shifts to be eligible isn’t in other appendices for other sub-groups, so everyone who works during these hours qualify. Shift workers should be treated consistently among the sub-groups.
- We are proposing to address this discrepancy in eligibility by including it for employees who work ten- and twelve-hour shifts
- The Union submits that a ten-hour shift, which is similarly disruptive, should be eligible for the shift premium.

## **NEW – Dirty Work Allowance**

**6.01 When an employee is required to come in physical contact with the pollutant while engaged in the cleaning up of oil or fuel spills that are of an environmental concern, which resulted from a disaster, mechanical failure, bunkering or fuel transfer operations, or any amount of sewage and grey water, chemical residue, or other pollutants, the employee shall receive, in addition to the appropriate rate of pay, an additional one-half (½) of their straight-time rate for every fifteen (15) minute period, or part thereof, worked. All of the foregoing duties must have prior approval of the employer before work is commenced.**

### **RATIONALE:**

Next, the addition of a new dirty work allowance at 6.01 of Appendix D addresses the routine working conditions of HP group members who must work in environments with exposure to chemicals, hot work, flooded facilities (as underground tunnel systems run the potential risk of flood, fuel seepage, or mechanical failure). The classification standard for the operational category of heating, power, and stationary plant operation, which has not been updated since 1986, speaks only to working conditions with frequent exposure to heat, dust, and combustion gases when stoking and tending boilers, and occasional exposure to hot, cramped, and dirty spaces when working in laid-up boiler fire boxes.

The proposed dirty work allowance addresses working conditions absent in the classification standard including exposure to pollutants released in situations of mechanical failure or disaster (amplified by the underground nature of the work). Even in the context the sewage treatment plant, the classification standard speaks only to noxious odors, fumes, and dust. Absent is coming into physical contact with sewage, grey water, chemical residue, or other pollutants.

## **APPENDIX “E”: HOSPITAL SERVICES GROUP**

### **PSAC PROPOSAL**

- A market adjustment of 12.7% is proposed for the Hospital Services Group (HS).

### **RATIONALE**

Treasury Board notes in an archived November 2006 report, ‘Expenditure Review of Federal Public Sector, Appendix H: Summary of Resolved Pay Equity Complaints Relating to the Core Public Service up to 2003’ a series of resolved group pay equity complaints. With respect to the HS group:

“In September 1981, the Hospital Services (HS) group compared its work to that of the male predominant General Services (GS) group performing similar functions. A settlement was negotiated between TB and PSAC and a HRT Consent Order was issued in July 1987. In 1989, the HRT reconvened to exercise the jurisdiction retained concerning certain aspects of the dispute in the event that the implementation of the terms of reference did not resolve them. As a result, in April 1991, the HRT ordered pay equity adjustments and the adoption and implementation of a gender-neutral classification standard. In order to comply with the HRT Order, TB has being [sic] applying the GS standard since 1991.”<sup>80</sup>

As such, the union has proposed a market adjustment, 12.7%, to the HS group that is tethered to that of the GS group.

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<sup>80</sup> Appendices to the Expenditure Review of Federal Public Sector Compensation Policy and Comparability - Appendix H: Summary of Resolved Pay Equity Complaints Relating to the Core Public Service up to 2003: <https://www.tbs-sct.canada.ca/report/orp/2007/er-ed/app/app08-eng.asp>

## APPENDIX “F”: LIGHTKEEPERS

### **PSAC PROPOSAL**

- A market adjustment of 17.6% is proposed for the Lightkeeper Group (LI).
- Additional amendments:
  - NEW – Vacation Leave - Accumulation of vacation leave
  - Supplementary Allowance
  - NEW – Non-Rotational Lightstation Service Allowance

### **RATIONALE**

The union’s lightkeeper market adjustment proposal addresses recruitment and retention issues. While improvements to the wages of this small group were made in the previous round, including a 9% wage adjustment, these increases did not go far enough. While occupational comparators are difficult to find, a 2018 Lightstation Recruitment Evaluation conducted by LeadingCulture studied and evaluated the lightkeeper recruiting strategies for 27 Light stations on the Pacific Coast. The study, which identified barriers to recruitment, flagged the Phoenix pay system, lightkeeper compensation, and out of pocket expenses among other barriers to recruitment (**Exhibit I**).

The Union’s LI group proposal of 17.6% is an average of the FR (20%), GL (14.8%), GS (12.7%), HP (13.4%), and SC (27.2%) groups’ market adjustments and addresses compensation as a leading recruitment and retention issue. The following three proposals also address compensation and accessibility relative to leave.

## **Vacation Leave - Accumulation of vacation leave**

### **NEW**

- 1.05 Every employee who is proceeding on vacation leave of a minimum two (2) weeks duration shall be granted, once in each fiscal year, in addition to their vacation leave, two days of travel time leave with pay for the time required for the journey out from and returning to the Lightstation, granted as one (1) day each way.**
- 1.06 The Employer shall provide their response to an employee's vacation leave request in writing, within a maximum of thirty (30) days of the initial request. In the case of a denial, the reasons must be contained in the written response. The Employer shall provide an employee as much notice as is practicable and reasonable of any alteration or cancellation of approved vacation leave. Such notice shall be in writing and include the reasons.**

### **RATIONALE:**

With respect to the new 1.05, the union proposes two (2) paid travelling days—one (1) day each way to depart and return from the Lightstation to offset travel time from eroding earned vacation leave. The fly-in and or sail-in accessibility of the East and West coast Lightstations presents travel-related issues, particularly related to vacation and medical leave. As background, an October 2011 study conducted the Standing Senate Committee on Fisheries and Oceans entitled “Seeing the Light: Report on Staffed Lighthouses in Newfoundland and Labrador and British Columbia” reported on the geographic locale and accessibility of Canada’s Lightstations. Of the 27 staffed Lightstations in the Pacific Region, three are accessible by road but not necessarily all year round (Cape Mudge, Chatham Point, and Pulteney Point), and 24 stations are accessible only by air or water for the movement of staff and resupply. Six of those 24 stations are accessible on foot by hiking trails (Cape Scott, Nootka, Estevan Point, Cape Beale, Pachena Point, and Carmanah Point). On the east coast, eighteen of the 23 staffed stations in the Region can be reached by road (but necessarily all year round). Five are in remote locations: Puffin Island, Green Island (Trinity Bay), Green Island (Fortune Bay), Pass Island, and Cape Race.<sup>81</sup> In total 46% of staffed Lightstations face the fly-in or sail-in bottleneck relative to vacation or medical leave.

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<sup>81</sup> Seeing the Light: Report on Staffed Lighthouses in Newfoundland and Labrador and British Columbia: <https://sencanada.ca/Content/SEN/Committee/411/pofo/rep/rep02oct11-e.pdf>

The union's proposal for paid travelling time is not without precedent. In the Hamlet of Gjoa Haven, Nunavut, for example, all employees are afforded travel time with pay for the time required for the return journey between Gjoa Haven and the employee's travel destination. Their travel leave shall be one (1) day each way (**Exhibit J**).

Next, the study noted that lightkeepers struggled to have leave requests approved. Contributing to low morale among lightkeepers, leave request denials were also connected to the broader issue of recruitment problems. Not supplying a rationale for a request denial contributed a description of labour relations as: 'low trust/toxic culture.' The language in the new 1.06 proposes a 30-day window for approval of a leave request (enough time to find a relief lightkeeper, if needed) and requires the Employer to provide written reasons. Finally, providing lightkeepers with as much notice as possible when it comes to alternation or cancellation of vacation leave is directly related to workplace morale and retention. The importance of such leave is absolutely undermined by arbitrary alternation or cancellation by the Employer.

## **Annex “B”**

### **Supplementary allowance**

**This allowance is in large part intended to compensate the Lightkeepers for loss of opportunity to earn additional monetary benefits such as overtime, call back and reporting pay, shift and weekend premiums and the like by reason of the 7-day week.**

- a. The following supplementary allowance shall be paid to each Lightkeeper:

Full-time station

1. in 1- and 2-employee stations: ~~\$2,800~~**374**
2. in 4-employee stations: ~~\$2,400~~**032**

### **RATIONALE**

The Union is first proposing a clarifying sentence with respect to the providence of the LI group supplementary allowance. This explanatory statement does not alter the scope of the allowance. Defined in a 1981 Lightkeepers Group then-Public Service Staff Relations Board arbitral award, the supplementary allowance:

“...is in large part intended to compensate the Lightkeepers for loss of opportunity to earn additional monetary benefits such as overtime, call back and reporting pay, shift and weekend premiums and the like by reason of the 7-day week.”

**(Exhibit K, File #: 185-2-253)**

Next the Union is proposing a reasonable increase to the allowance. Since the allowance accounts for loss of opportunity to earn additional monetary benefits such as overtime, call back and reporting pay, shift and weekend premiums and the like by reason of the 7-day week, the Union quantified this loss of opportunity with respect to overtime as an example. Relative to the data provided by the Employer as of March 31, 2021, the 10,402 SV members worked 2,090,175 OT hours, or, on average, approximately 200 hours per SV member.

To begin to quantify this loss of opportunity for LIs, we used the group’s dominant incumbent level and step (LI-05, Step 4) for the hourly rate:

= \$56,376 / 52.176 weeks per year / 56-hour work week

= \$19.29 x 200 (the average OT hours worked per SV member)

= \$3877.05

And this calculation only addresses overtime. The Union argues its proposed increases to \$2,800 for 1- and 2-employee stations and to \$2,400 for 4-employee stations are conservative asks relative to the clear intent of the lightkeeper supplementary allowance.



## **Annex “B”**

### **NEW - Non-Rotational Lightstation Service Allowance**

- a. A Lightkeeper shall be entitled to a monthly allowance of three hundred and fifty-two dollars and thirty-five cents (\$352.35) for each month the employee is assigned to a non-rotational lightstation.**

### **RATIONALE**

The locations of lightstations are often quite remote or isolated. Remoteness, isolation, and difficulty of access to services including accessibility of timely transportation to take scheduled leave all add additional hardship to non-rotational lightstation service. Non-rotational lightstations account for approximately half (25 of 51) of all work locations. While the LI group’s 1986 Classification Standard outlines a rating scale to measure difficulty of regular access, the highest degree—Degree 5: Communities cannot be reached by road or by means of a small boat or launch of the type normally supplied to lightstations<sup>82</sup> —does not go far enough to address the uniqueness of lightstations as work locations nor compensate for the abovementioned work location realities.

The Union is not bargaining the Standard, instead we are taking methodological cues to propose a new allowance calculated as follows:

$$\begin{aligned} &= \$56,376 \text{ (annual LI-05, Step 4 salary)} * 7.5\% \\ &= \$4,228.20 \\ &= \$4,228.20 / 12 \text{ months} \\ &= \$352.35 \text{ per month} \end{aligned}$$

Seven and a half percent (7.5%) is half of the 150 of 1000 (15%) classification points afforded to Difficulty of Regular Access - Degree 5 in the Standard.

Importantly, the National Joint Council’s Isolated Posts and Government Housing Directive excludes “employees who occupy positions in the lightkeepers occupational group.”<sup>83</sup> This means that the LI group is excluded from the Environment Allowance,

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<sup>82</sup> Lightkeepers Classification Standard: <http://acoc-acco.ca/wp-content/uploads/2013/09/LI-eng.pdf>

<sup>83</sup> Isolated Posts and Government Housing Directive: <https://www.njc-cnm.gc.ca/directive/d4/v237/en?print>

which considers factors of population, climate, and access, and compensates eligible employees (based on a formula) with dependents (\$3,306-11,868) and without dependents (\$1,983-7,121).

The Union's new targeted monthly recruitment and retention allowance proposal considers the uniqueness of non-rotational lightstation service taking note of the need to appropriately weight 'difficulty of regular access' to a work location.

## APPENDIX “G”: SHIPS’ CREWS

### **PSAC PROPOSALS**

- A market adjustment of 27.2% is proposed for the Ships’ Crew.
- Additional amendments:
  - NEW – General Administration 6.07 Sailing Time
  - 7. Meals and Quarters
  - NEW – Designated Paid Holidays
  - NEW – Leave with Pay for Family-Related Responsibilities
  - NEW – Annex “G”: special allowances, Seagoing Allowance

### **RATIONALE**

PSAC’s Ships’ Crew market adjustment proposal of 27.2% is based on the aging of Mercer’s 2018 ‘Ships’ Crew (SC) Group Wage Comparability Study: Base Salary Report’ (SC Pay Study) and full consideration of internal relativity pressures and significant recruitment and retention challenges. **(Exhibit L)**

#### External Relativity & Aging the 2018 Mercer Joint SC Wage Comparability Study

- The Canadian Coast Guard (CCG) & Fisheries and Oceans Canada (FOC) directly completes for skilled seafarers with employers that pay better and recognize the increased cost of living
- Last round, the SC Pay Study found wage gaps between the SC jobs and comparable jobs outside the federal public service. These gaps were not addressed.
- As background, the SC Pay Study looked at base salary only and was sent out to a total of 35 public and private sector companies across the country. The companies were selected by both Treasury Board and PSAC.
  - Eight of those organizations (i.e., Atlantic Pilotage Authority, Atlantic Towing, BC Ferries Services Inc., Horizon Maritime Services Ltd., Marine Atlantic Inc., Nanaimo Porty Authority, Oceanex Inc., and Secunda Canada LP) agreed to participate and provide a submission. The sample included both small and major companies, both union and non-union and from different industrial sectors.

- The results included compensation data from 8 organizations covering 199 workers in jobs matched to 4 Ships' Crew positions in the federal government. TBS and PSAC agreed on the jobs, job profile, and participant selection process
- This round, PSAC aged the SC Pay Study data. To compare current SC rates (Aug. 5, 2020) and the 2018 Mercer Ships' Crew data, PSAC aged the organization weighted P75 (or upper quartile) results for 2019/2020. See 'Summary of Findings'. **(Exhibit L)**
- To do this, as of January 2022, the 2018 data was aged using ESDC's annual average percentage adjustment of the 'Major Wage Settlements—Transportation Sector (a sector that includes, for example, a major Ships' Crew comparator: BC Ferries):
  - 2019: 2.4%
  - 2020: 2.3%<sup>84</sup>

**Table 10: The Aged 2018 Mercer Ships' Crew Wage Comparability Study**

<b>Mercer Benchmark Position</b>	<b>Ships' Crew Classification &amp; Level</b>	<b>Current - Hourly Max. (Aug. 5, 2020) [A]</b>	<b>Aged P75 Rate: 2019 &amp; 2020 (Annual)</b>	<b>Aged P75 Rate: 2019 &amp; 2020 (Hourly) [B]</b>	<b>Wage Gap Differential (%) [B]/[A]-1</b>
Deckhand	SC-DED-2	\$27.59	\$80,721.21	\$38.68	40.2%
Engine Room Assistant	SC-ERD-3	\$28.48	\$80,967.39	\$38.80	36.2%
Boatswain Bosun	SC-DED-5	\$30.35	\$73,604.15	\$35.27	16.2%
Steward	SC-STD-1	\$26.99	\$65,396.58	\$31.33	16.1%
<b>Average SC Group Wage Gap Differential with Aged Mercer Data:</b>					<b>27.2%</b>

For additional perspective, the Canadian Coast Guard and Treasury Board contracted Atlantic Towing's vessels—the Atlantic Raven and the Atlantic Eagle—as key vessels of opportunity for emergency towing response on the west coast. As a National Strategy on Emergency Towing remains under development, Atlantic Towing recently received a

<sup>84</sup> <https://www.canada.ca/en/employment-social-development/services/collective-bargaining-data/wages/wages-year-sector.html>

\$20M contract extension.<sup>85</sup> Atlantic Towing also pays its ships' crew better than Treasury Board pay SC group members. On the one hand, the Treasury Board recognizes the value of private sector ships' crews wages, which it pays via contracts with private sector marine industry partners like Atlantic Towing Ltd. On the other hand, Treasury Board does not competitively compensate its SC with wages aligned with the same private sector comparators with which the employer partners.

Put another way, members of the SC group like their jobs but do not feel valued at work.

<b>Positive Responses: SC Group</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>Q16. Overall, I like my job.</b>	87	88	85	83
<b>Q11. Overall, I feel valued at work.</b>	61	63	64	55

As evidenced in the recent 2020 Public Service Employee Survey, respondents feel less and less valued year over year—the downward trend continued in the latest survey.

#### Internal Relativity and Horizontal Pressure Between Bargaining Units

- The Ships' Officers (SO Group) arbitral award, dated 2 October 2018, included a 12% market adjustment on top of wage increases—this created major internal relativity issues for SC members. [File: 585-02-69]
- In the Public Interest Commission report, dated 29 April 2020, Chairperson Slotnick made note of the study and flagged the internal relativity issue created by the 12% adjustment to Ships' Officers (SO group). Slotnick recommended an adjustment for the SC group. [File: 590-02-39493].
- Treasury Board refused such an adjustment.

#### Recruitment and Retention

- The Canadian Coast Guard is facing significant recruitment and retention challenges that are leaving vessels docked due to lack of crew and putting crew at risk in the Arctic. For example, Ships' Crew on the CCG vessel Des Groseilliers are stuck in Resolute Bay, NU, as their vessel is non-operational due to lack of personnel.
- A range of CCG corporate documents describe the ongoing recruitment and retention challenges relative to competitive maritime industry labour markets (see below).

<sup>85</sup> <https://www.newswire.ca/news-releases/government-of-canada-extends-contract-for-marine-emergency-towing-vessels-on-the-west-coast-849438488.html> / <https://www.newswire.ca/fr/news-releases/le-gouvernement-du-canada-prolonge-le-contrat-pour-les-remorqueurs-d-urgence-maritime-sur-la-cote-ouest-843941932.html>

The Union argues that not addressing the SC group wage lag with external markets and the horizontal pressures of Ships' Officer awards directly impacts the ongoing recruitment and retention challenges described by CCG and Fisheries and Oceans Canada (FOC) in the following evaluations and human resources documents:

- March 2018 - **Evaluation in Support of the Canadian Coast Guard's Seafarers Establishment**<sup>86</sup> in the Conclusion and Recommendations (**Exhibit M**)
  - 5. Sustainability of the CCG Operational Workforce
    - Recommendation: To support the renewal of its operational workforce, the CCG should develop and implement a nationally coordinated recruitment and retention strategy.
- March 2019 – **Evaluation to Support Canadian Coast Guard Force Generation**<sup>87</sup>
  - Personnel Development Governance (**Exhibit N**)
    - Findings from the current evaluation indicate that personnel shortages, lack of resources and coordination for recruitment, and the lack of support for career development are challenges that still persist.
- Sep 2020 – **2020-21 Canadian Coast Guard Integrated Business and Human Resource Plan**<sup>88</sup> (**Exhibit O**)
  - With these evolutions, the Canadian Coast Guard must also address externally driven workforce challenges. An increasingly competitive labour market, generational and demographic changes, and new personnel approaches across the Canadian public service and industry are changing the landscape.
  - The aging seagoing demographic, competition with industry, the Phoenix pay system, and specialization of the work have increased the difficulty of crewing, retention, and training seagoing personnel. This trend drives recruitment initiatives, as Personnel's 1st Pillar.
- Aug 2021 – **Canadian Coast Guard Integrated Business and Human Resource Plan 2021-22 to 2023-24**<sup>89</sup> (**Exhibit P**)
  - Recruitment and retention will continue to be a challenge. In order to compete, it will be important to demonstrate the value in joining the Canadian Coast Guard and to ensure that we provide the support to our employees including providing a more family-friendly work environment and work-life balance.

<sup>86</sup> Evaluation in Support of the Canadian Coast Guard's Seafarers Establishment: [https://waves-vagues.dfo-mpo.gc.ca/library-bibliotheque/40761496\\_full.pdf](https://waves-vagues.dfo-mpo.gc.ca/library-bibliotheque/40761496_full.pdf)

<sup>87</sup> Evaluation to Support Canadian Coast Guard Force Generation: <https://www.dfo-mpo.gc.ca/ae-ve/evaluations/18-19/Support-Canadian-Coast-Guard-Force-Generation-eng.html>

<sup>88</sup> 2020-21 Canadian Coast Guard Integrated Business and Human Resource Plan: <https://www.ccg-gcc.gc.ca/publications/corporation-information-organisation/ibhrp-piarh/index-eng.html>

<sup>89</sup> Canadian Coast Guard Integrated Business and Human Resource Plan 2021-2022 to 2023-2024: <https://www.ccg-gcc.gc.ca/publications/corporation-information-organisation/ibhrp-piarh/2021-2024/index-eng.html>

There is a demonstrated need for market adjustments and a clear recognition by CCG and FOC of a recruitment and retention problem. The Union urges the Chairperson to fully consider: 1) the competitive compensation in the marine transportation and shipping industry; 2) internal relativity with respect to the Ships' Officer (SO) group; and 3) the significant recruitment and retention challenges. The Union argues that a significant SC group market adjustment should form part of the Commission's recommendations.

## General administration

### 6. Sailing time

#### **6.07 The parties agree that all lay-day on-cycle be no more than twenty-eight (28) days in length.**

#### **RATIONALE**

From 1997 to 1999<sup>90</sup>, Transport Canada studied extended coastguard crewing periods. To summarize, in Phase 1, this study investigated whether Coast Guard crewing periods could be extended from 28 to 42 days without compromising crew and vessel safety. Factors such as shift type, the impact of prolonged versus shorter icebreaking operations, the relative time (early or late) of icebreaking operations within the patrol and the physiological adaptation to different shift schedules also were explored to determine whether various aspects of operations might promote or inhibit the onset of performance impairment. Findings indicated that signs of apparent deterioration in crew state began to emerge when the crewing periods were extended from 28 to 42 days.

In the 1990s, arctic voyages were 28-days, but in the early 2000s some SC lay-day on-cycle exceed twenty-eight (28) days as a cost savings effort. The Union's proposal seeks to ensure that this doesn't happen. At the table, the employer indicated that in 2021 & 2022, all arctic voyages were 28-days, but could not agree to the proposal as it undercut their flexibility. In 2015-16, however, an NRCan voyage with a tight weather window was on-cycle for 47 days. Nonetheless, switching crew at a port or otherwise due to delays, they argued, is costly and difficult. The Union notes that having hard limits on lay-day on-cycle crewing periods align with Treasury Board's 2018 recommendations concerning fatigue in the marine industry and mitigation strategies in the aftermath of the grounding and sinking of the *Nathan E. Stewart* (M16P0278).<sup>91 92</sup>

The Union submits this proposal should form part of the Commission's recommendations.

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<sup>90</sup> STUDY ON EXTENDED COAST GUARD CREWING PERIODS <https://trid.trb.org/View/731678>; PHASE 2 <https://trid.trb.org/View/731679>; and PHASE 3 <https://trid.trb.org/View/730625>

<sup>91</sup> New and previous TSB recommendations to address the risk of fatigue in the marine sector: <https://www.tsb.gc.ca/eng/medias-media/fiches-facts/m16p0378/m16p0378-20180531-04.html>

<sup>92</sup> Fatigue in the marine industry: risk factors, mitigation strategies and fatigue management: <https://www.tsb.gc.ca/eng/medias-media/fiches-facts/m16p0378/m16p0378-20180531-03.html>



## 7. Meals and quarters

7.01 When an employee is working on a vessel which is equipped with a galley and quarters, the employee shall be entitled to receive meals and quarters, except as otherwise provided in clause 7.02.

7.02 When an employee is working on a vessel on which meals and/or quarters normally provided as per clause 7.01 are not available, and the Employer does not provide alternative meals and/or quarters, an employee shall be entitled to:

- a. when the vessel is away from home port **or in home port, the employee shall be put on travel status as per the National Joint Council Travel Directive.**  
~~reimbursement for actual and reasonable costs incurred for meals and/or lodging;~~
- b. ~~when the vessel is in home port, thirteen dollars (\$13) per day in lieu of meals and quarters for a regular working day of less than twelve (12) hours and fourteen dollars (\$14) per day in lieu of meals and quarters for a regular working day of twelve (12) hours or more.~~

### **RATIONALE**

For meals and quarters, we are proposing changes that would bring the current amount in line with the rates in the NJC travel directive. Currently, employees who work on vessels where meals and quarters are not available where they normally are receive either \$13 or \$14 for the day, or reimbursements for actual costs, depending on whether they are in home port or not. For those in home port, the \$13 or \$14 for the day is nowhere near enough to pay for meals for the day, so we are proposing that in both cases, employees be placed on travel status according to the NJC's travel directive.

Finally, relative to the payment in lieu of meals, \$13 and \$14, respectively, is much too low, especially if one is looking to buy anything more than fast food. Instead of negotiating the issue each round, this proposal ties the allowance to the National Joint Council's lunch meal rate. As a party to the NJC's Travel Directive, the Employer reviews and co-develops the NJC Directive with bargaining agents, including the PSAC. The NJC and its committees review the rates on a regular basis. The Union argues the reasonableness and internal relevance of tying the overtime meal allowance to the NJC lunch meal rate due to the fact the Employer recognizes these rates as being reflective of the cost of meals, including the cost of a lunch meal, elsewhere in the federal public service. The Union urges the Chair to include this proposal in its recommendations.

## **NEW – Designated Paid Holidays**

**On days where a crew change coincides with a designated paid holiday listed in Article 32, both incoming and outgoing crews shall be paid double time (2x) for all hours worked.**

## **RATIONALE**

Currently, when a crew change occurs on a designated paid holiday, only one of the two crews receives payment for working on the holiday, when in fact both crews are working on that day.

Our proposal is that both crews, the incoming and outgoing, both receive double time when the crew change occurs on a stat holiday, as they are both working that day.

## **NEW – Leave with Pay for Family-Related Responsibilities**

**Employees making use of leave provisions in Article 46: Leave with Pay for Family-Related Responsibilities shall exhaust their credits in the following ways:**

- 1. Should an Employee require access to leave under Article 46 for a portion equal to less than a complete shift, the number of hours used shall be deducted from the employee's leave bank; or**
- 2. Should an Employee require access to leave for their entire shift, no more than eight (8) hours shall be deducted from their leave credits in Article 46.**

### **RATIONALE**

The Union is proposing new language in Appendix G that would address an inequity in the distribution of Leave with Pay for Family-Related Responsibilities. Currently, members of the SV bargaining unit receive an amount of Family-Related Responsibility Leave that is equal to the amount of hours in their work week. This same principle applies across several other bargaining units at Treasury Board. For example, a member of the SV bargaining unit whose regular work day consists of eight hours receives forty hours, or five working days, of family-related responsibility leave per year. If such an employee uses a full day of leave from this bank, eight hours are deducted from their bank.

However, for members of the SC sub-group that work on a 46.6 hour work week (Annex D, Appendix G), this isn't always the case. Several of these employees work shifts of twelve hours per day. As a result, although they are granted an amount of Family-Related Responsibility leave that is equal to their work week, when translated into days, they in fact receive less leave than their colleagues who work eight hours per day.

For example, an employee who works twelve hours per day for an average of 46.6 hours per week receives 46.6 hours of leave per year. However, because their daily working hours are twelve instead of eight hours, this translates into less than four working days' worth of leave per year (3.88 hours).

The language of Article 46 is clearly meant to provide employees with an amount of leave equal to one work week per year. However, it does not account for those members of the

bargaining unit who do not work regular workdays. As a result, these employees receive more than twenty percent less leave than their colleagues.

The Union is proposing a mechanism that would allow employees who work twelve-hour days to receive a week's worth of leave. Under our proposal, employees working twelve-hour days who need to take an entire day off for family-related responsibility leave would have eight hours deducted from their bank rather than twelve. In the event that their familial responsibilities require that they take less than a full day, then an amount equal to the number of hours of leave actually used would be deducted. This language would correct an inequity, and ensure that members of the SC sub-group would receive an equal amount of leave than their colleagues in other sub-groups.

## **Annex “G”: special allowances**

### **NEW – Seagoing Allowance**

**All sea-going employees shall be entitled to an allowance of eight hundred dollars (\$800) per month in which they have spent at least two (2) consecutive days at sea.**

### **RATIONALE**

The Union is proposing the creation of a new monthly \$800 allowance for SC members who have spent at least two consecutive days at sea per month. Like arguments above, this allowance is a response to recruitment and retention challenges and reports from members indicating that Ships’ Crews are losing experienced workers—they are leaving for positions ashore or leaving to work in the private sector where they can earn more.

In addition, this allowance is meant to address the isolation that SC members experience when they are at sea during off watch periods, when they are not working, but still captive on the ship. After working their 12-hour shift, they can’t just walk off the ship and go home for the night. They’re still on the ship, sometimes for up to 6 weeks, which takes its toll on members. This helps mitigate the difficulty of the isolation they feel after long stretches at sea.

## **Annex “I”: training**

This annex is in respect of the application of training for employees working under Annexes C, D and E.

### **Definition**

Training refers to an activity where the Employer has determined that such training is necessary or will assist the employee in carrying out **their** ~~his/her~~ assigned duties, ~~or career development.~~

The following activities shall be deemed to be training:

- a. a course given by the Employer.
- b. a course offered by a recognized academic institution.
- c. a seminar convention or study session in a specialized field directly related to the employee’s work.

**The Employer shall respond in writing in a timely fashion to requests for training. In the case of denial, the Employer shall give the written reason therefor, upon written request from the employee.**

Training is divided into short- and long-term. Short-term training is any training scheduled to be twenty-eight (28) days or less in duration and long-term is that which is scheduled to be longer in duration than twenty-eight (28) days.

### **Short-term training**

For short-term training the employee shall remain in their normal “work cycle.” In those periods where the employee is undertaking training during the normally scheduled off-duty portion of the work cycle the employee will be compensated for the scheduled training period at their straight-time rate of pay.

### **Long-term training**

For long-term training the employee shall be temporarily removed from their work system and shall work, and be compensated, in accordance with Annex B.

### **Other**

Employees on training under Annex B will be compensated for the scheduled training period at their straight-time rate of pay.

Employees on training shall be reimbursed for all reasonable travel expenses incurred

## **RATIONALE**

The Union's proposal in Annex I of Appendix G, as well as the related amendments in Article 53, aim to make the training in this Annex more accessible and transparent for employees. The language contains very little information regarding the application process or provide any information regarding the timeline following their request. The Union hopes to provide greater clarity. For example, we are proposing that a response to these requests will be provided in a timely fashion. These responses shall be in writing, and the reason for refusals shall be indicated in writing.

Several of our members have indicated a desire to have access to a greater number of educational/training opportunities, as it provides employees with more opportunities for career mobility. Some who have enquired about these opportunities in the past have reported to us that their requests have gone unanswered. As a result, the Union hopes to ensure greater clarity and transparency when it comes to accessing training and professional development opportunities.

The Union does not believe that its proposals in this Annex, or Article 53, would cause an undue burden on the Employer, as it has already committed in collective agreements with other groups to similar language. For example, the collective agreements between Treasury Board and the NR and SH bargaining units contain language that commits the employer to "endeavor to respond in a timely fashion to requests for career development."<sup>93</sup> **(NR & SH 18.01)** Concerning the proposal to provide a written justification of a refusal for training leave, the employer has made a similar commitment to the members of the SP bargaining unit. There, the language reads that "where an employee is refused attendance at a conference, the reason for the refusal will be provided in writing, to the employee, with the notice of the refusal." **(SP 18.05(c)).**<sup>94</sup>

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<sup>93</sup> NR Group, Art. 18.01: <https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=16#tocxx221575> & SH Group, Art. 18.01: <https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=3#tocxx221891>

<sup>94</sup> SP Group, Art. 18.05(c): <https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=3#tocxx221891>

Furthermore, we believe that increasing opportunities for training and career mobility would also be beneficial to the employer, as several of its own internal documentation supports an increased access to educational and training opportunities as a tool to “help retain personnel.”<sup>95</sup>

As indicated above, the Union is proposing similar amendments to Article 53 to standardize the process of accessing training and professional development opportunities.

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<sup>95</sup> 2020-21 Canadian Coast Guard Integrated Business and Human Resource Plan: <https://www.ccg-gcc.gc.ca/publications/corporation-information-organisation/ibhrp-piarh/index-eng.html>; & Canadian Coast Guard Integrated Business and Human Resource Plan 2021-2022 to 2023-2024: <https://www.ccg-gcc.gc.ca/publications/corporation-information-organisation/ibhrp-piarh/2021-2024/index-eng.html><https://www.dfo-mpo.gc.ca/ae-ve/evaluations/18-19/Support-Canadian-Coast-Guard-Force-Generation-eng.html>



## PART 4: COMMON ISSUES

Proposals for the following articles specific to the Common Issues Table shall be subject to the PIC process via the Common Issues Table. For ease of reference, the proposals were developed using the PA collective agreement for wording and article numbers. Consequential amendments may be required throughout all collective agreements.

Article 7	Bilingualism	Bonus	Directive:	National	Joint	Council
	Agreements					
Article 10	Information					
Article 11	Check Off					
Article 12	Use of Employer Facilities					
Article 14	Leave with or without pay for Alliance business					
Article 17	Discipline					
Article 19	No discrimination					
Article 20	Sexual harassment					
Article 23	Job security					
Article 24	Technological change					
Article 37	Vacation leave with pay					
Article 41	Maternity leave without pay					
Article 43	Parental leave without pay					
Article 70	Duration					
NEW	Right to disconnect					
NEW	Protections against contracting out					
NEW	Remote work					
NEW	Equity in the workplace					
NEW	Leave for Indigenous traditional practices					
NEW	Social Justice Fund					
Appendix A-H	General Economic Increases					
Appendix I	Workforce Adjustment					
Appendix J	Joint Learning Program					
Appendix L	Implementation					
Appendix P	Mental health in the workplace					
Appendix Q	Childcare					
NEW	Bilingualism allowance and language training					
NEW	Diversity and inclusion in the workplace					
NEW	Gender-inclusive language					
NEW	Protections against contracting out					

**PART 5:**  
**RESPONSES TO THE EMPLOYER'S SV-**  
**SPECIFIC PROPOSALS**

## ARTICLE 25 HOURS OF WORK

### EMPLOYER PROPOSAL

**25.02** a. For employees who work five (5) consecutive days per week on a regular and non-rotating basis, the Employer shall schedule the hours of work so that these employees work the standard work week as specified in the Group Specific Appendix.

b. When hours of work are scheduled for employees on a rotating or irregular basis, the Employer shall schedule the hours of work so that employees work an average of hours as specified in the Group Specific Appendix.

c. The implementation of hours of work other than those specified in paragraphs 25.02(a) or (b) are subject to the provisions of Article 28: variable hours of work.

**25.03** The Employer will make every reasonable effort:

- a. not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift,
- and
- b. to avoid excessive fluctuation in hours of work.

**25.04** The Employer will review, **except in cases of emergency**, with the local Alliance representative(s) any change in hours of work which the Employer proposes to institute, when such change will affect the majority of the employees governed by the schedule. In all cases following such reviews, the Employer will, where practical, accommodate such employee representations as may have been conveyed by the Alliance representative(s) during the meeting.

By mutual agreement, in writing, the Employer and the local Alliance representative(s) may waive the application of change of shift with no notice provisions.

**25.05** Scheduled **of** hours of work shall be posted at least fifteen (15) calendar days in advance of the starting date of the new schedule, and the Employer shall, where practical, arrange schedules which will remain in effect for a period of not less than twenty-eight (28) calendar days. The Employer shall also endeavour, as a matter of policy, to give an employee 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.

### Union Response

The Union rejects the employer's proposal in 25.04 as the employer has failed to demonstrate a need for reducing consultation with the Union where hours of work are concerned. Without a clear definition of what constitutes an emergency, this wording is left open to an inappropriate amount of interpretation that could lead to unnecessary

conflict between the parties. Furthermore, in terms of demonstrable need for such a change, the consultation required under this article has occurred in situations that could be deemed to be emergencies, such as the COVID-19 pandemic, without any difficulties. As a result, the Union proposes that the language in Article 25.04 be renewed as is.

## **ARTICLE 27**

### **SHIFT AND WEEKEND PREMIUMS**

#### **EMPLOYER PROPOSAL**

##### **Exclusions**

This article does not apply to the FR, LI and SC Groups.

Clause 27.01, Shift premium, does not apply to employees working hours of work not defined as a shift, covered by clause 25.02, Article 28 or clauses 1.02 and 1.03 of Appendix B; clauses 2.01 and 2.02 of Appendix C, clauses 2.03 and 2.04 of Appendix D, clauses 1.01 and 1.02 of Appendix E, and clause 1.01 of Appendix H.

##### **27.02 Weekend premium**

a. An employee working during the weekend will receive an additional premium of two dollars (\$2.00) per hour, ~~including overtime hours~~, for all **regularly scheduled** hours worked on Saturday or Sunday.

##### **Union Response**

The Union rejects the employer's proposal to limit access to the weekend premium to only regularly scheduled hours of work. Currently, employees receive the weekend premium for all hours worked on the weekend, be they regularly scheduled or overtime. This is in recognition of the disruption that working on the weekend has on an employee's personal and familial life. This disruption is not lessened once the employee begins to work overtime hours.

The employer has argued in its presentation of this proposal that employees should not earn a premium and overtime at the same time, but the practice of paying the weekend premium at the same time as overtime is not new to the collective agreement, as it has existed for workers in the SV group, since at least 1999. The fact that the current language negotiated by the parties specifies that the premium applies when employees are earning overtime further demonstrates that this inclusion was intentional and agreed to by the employer. The Union sees no reason to change this language at this time.

## **ARTICLE 28**

### **VARIABLE HOURS OF WORK**

#### **EMPLOYER PROPOSAL**

##### **Exclusions**

This article does not apply to the FR **Group other than those employees subject to clause 2.02 of Appendix A**, LI Groups, and the SC Group other than those employees subject to Annex B of Appendix G (conventional work system).

##### **Work unit**

**28.01** Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees and shall apply to all employees at the work unit.

##### **Employee**

**28.02** Upon request of an employee and the concurrence of the Employer, **or at the request of the Employer and with the concurrence of the employee, hours of work may be scheduled in accordance with Clause 28.05** ~~an employee may complete the 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 the weekly hours specified in the relevant Group Specific Appendix.

**28.03** The employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.

#### **Union Response**

The Employer's proposal in 28.02 raises several important concerns for the Union. Currently, variable hours of work arrangements can only be implemented at the request of the employee. While the employer has argued that its proposal to allow the employer to request variable hours of work from employees would allow greater flexibility to employees, the Union is concerned that the imbalance of power between employees and employers would make some employees feel uncomfortable or unable to decline their Supervisors' requests to work variable hours of work. Although, on paper, the employer's language appears to maintain the voluntary nature of variable hours of work arrangements, it does not account for the relationship of power that exists between employees and management. The employer's proposal opens the door to actual or perceived abuse of this imbalance of power to force employees to accept variable hours of work arrangements that they may not have otherwise wanted.

## **EMPLOYER PROPOSAL**

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

**28.04** 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.

#### **28.05**

a. The scheduled hours of work ~~of any day~~ may:

i. exceed or be less than the daily hours specified in the Group Specific Appendix; ~~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.~~

(New)

ii. vary from five (5) days per week;

iii. 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 an average of work per week over the life of the schedule as specified in the Group Specific Appendix.

i. The maximum life of a shift schedule shall be six (6) months.

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

#### **28.06 Specific application of this agreement**

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

##### **a. Interpretation and definitions**

“Daily rate of pay” shall not apply.

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

Provisions relating to the minimum period between the termination and commencement of the employee’s next shift, shall not apply.

##### **c. Exchange of shifts**

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

##### **d. Overtime**

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

**(New)**

**i. in excess of an employee's scheduled hours of work on a scheduled working day in accordance with the provisions of this agreement.**

**ii. 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.**

**e. Designated paid holidays**

i. A designated paid holiday shall account for the normal daily hours of work as specified in the relevant Group Specific Appendix.

ii. When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the pay for the hours specified in subparagraph (i), at time and one half (1 1/2) up to his or her regular scheduled hours worked and at double (2) time for all hours worked in excess of his or her regular scheduled hours.

**f. Travel**

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

**g. Acting pay**

The qualifying period for acting pay as specified in paragraph 67.07 shall be converted to hours.

**Union Response**

The Union is concerned that the employer's proposal in 28.05 a) ii), to allow for non-consecutive working hours, would create split shifts, something that the Union has strong concerns over. Split shifts are not common practice for members of this bargaining unit, as it is a practice that can have severe disruption on individuals' personal and familial lives, not to mention that toll that it can take on an individual's physical and mental well-being. This toll is recognized elsewhere in the SV collective agreement through the split-shift premium that is paid to the GS sub-group covered by Appendix C. The fact that a premium is paid to recognize the impact that this practice has on employees is indication that both parties recognize that it takes a toll on employees that requires additional



compensation. Furthermore, Article 2.04 of Appendix A specifically prohibits the scheduling of split shifts.

The Union strongly opposes the employer's proposal in 28.05 d), which would reduce overtime pay for employees on a variable schedule from one and three quarters to time and one half. The employer has argued that, although variable hours of work are meant to be cost-neutral, excessive overtime rates for employees working variable hours are increasing costs. The Union understands that the employer wishes to keep these arrangements cost-neutral, but if maintaining cost-neutrality is made difficult by excessive overtime, then it is the Union's position that time and effort would be better spent examining the cause of excessive overtime than to apply what amounts to a band-aid solution to a wider staffing problem.

These concerns, in combination with our objections over the impact of the employer's proposal in 28.02 listed above, lead the Union to reject the employer's proposals.

## ARTICLE 29 OVERTIME

### EMPLOYER PROPOSAL

**29.07** Notwithstanding clause 29.06, an employee is entitled to double (2) time for each hour of overtime worked by the employee, a. on a scheduled day of work or a first (1st) day of rest, after a period of overtime equal to the normal daily hours of work specified in the Group Specific Appendix;

and

b. on a second (2nd) or subsequent day of rest, provided the days of rest are consecutive, except that they may be separated by a designated paid holiday, **and provided that the employee also worked on the first day of rest;**

and

c. where an employee is entitled to double (2) time in accordance with paragraphs (a) or (b) above and has worked a period of overtime equal to the normal daily hours of work specified in the Group Specific Appendix, the employee shall continue to be compensated at double (2) time for all hours worked until he or she is given a period of rest of at least eight (8) consecutive hours.

**(New)**

**d. An employee who is required to work on a day of rest, 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.**

### **29.09 Overtime meal allowance**

b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of twelve dollars (\$12) after each four (4) hour period, except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

c. This clause shall not apply:

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

**(New)**

**or**

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

### **Union Response**

The Union rejects the employer's proposals in Article 29 on the grounds that it unnecessarily restricts access to overtime compensation, including meal allowance, for workers who work on days of rest. The employer has provided little to no rationale demonstrating a need to restrict access to overtime compensation other than to argue that they wish to provide employees with greater flexibility. As mentioned above, the Union is not opposed to offering employees greater flexibility, but under no circumstance should this come at the expense of reducing workers' compensation. This should not be a cost-saving exercise at the expense of workers' compensation.

## ARTICLE 30 CALL-BACK PAY

### EMPLOYER PROPOSAL

#### Exclusions

This article does not apply to the LI Group.

**30.01** 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 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,**  
or
  - ii. compensation at the applicable rate of overtime compensation for time worked, ~~provided that the period worked by the employee is not contiguous to the employee's normal hours of work.~~
- d. The minimum payment referred to in 30.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 65.06.

**(New)**

#### **30.02 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 for the time actually worked at the applicable overtime rate.**

#### ~~30.02~~ **30.03 Compensatory leave**

Compensation earned under this article shall be compensated in accordance with Article 68.

## **Union Response**

The Union objects to the employer's proposals in Article 30 on the grounds that it creates two tiers of employees based on whether they work remotely or work at the employer's premises. The Union is concerned that the employer is attempting to cut costs and reduce compensation under the guise of providing greater flexibility and options for remote work.

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

The Union also objects to changes proposed in 30.01 c) i), which is also proposed in Article 32. The Union's objections are detailed in the Union response to the proposal in Article 32.

## **ARTICLE 31 STANDBY**

### **EMPLOYER PROPOSAL**

#### **Exclusions**

This article does not apply to the FR, LI or SC Groups.

**31.01** Where the Employer requires an employee to be available on standby during off-duty hours, such employee shall be compensated at the rate of one half (1/2) hour for each four (4)-hour period or part thereof for which the employee has been designated as being on standby duty.

#### **31.02**

a. An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible, if called.

b. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

c. No standby payment shall be granted if an employee is unable to report for duty when required.

d. An employee on standby who is required to report for work and reports shall be compensated in accordance with ~~Article clause 30.04~~ or the reporting pay provisions found in the relevant Group Specific Appendix, and is also eligible for reimbursement of transportation expenses in accordance with Article 35

#### **Union Response**

The Union does not agree with this amendment at this time.

## ARTICLE 32 DESIGNATED PAID HOLIDAY

### EMPLOYER PROPOSAL

#### Excluded provisions

The remainder of this article does not apply to employees in the FR group whose hours of work are scheduled according to Appendix A, paragraph 2.01.

#### 32.08 Reporting for work on a designated holiday

a. When an employee is required to **physically** report ~~for to the~~ **workplace** and reports on a designated holiday, 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 reporting, which shall apply only the first 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 Article 30;

or

ii. compensation in accordance with the provisions of clause 32.07.

b. The minimum payment referred to in subparagraph (a)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 65.08 of this agreement.

#### (New)

c. **An employee who is 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.**

### Union Response

The Union rejects the employer's proposal in 32.08 as they are concessionary in nature and would have little effect other than reducing compensation provided to employees for having to work on holidays.

In presenting this and similar proposals, the Employer has argued that it seeks to grant employees greater flexibility in their working hours. While the Union is not opposed to providing its members with greater flexibility, it should not come at the cost of reducing their compensation.

The current language in Article 32.08 states that an employee who works on a designated paid holiday, regardless of the location in which that work is performed, receives the greater of either a minimum of three hours of work for each time they report to work, up to a maximum of eight hours, or the appropriate overtime rates outline in Article 32.07. Under the employer's proposal, employees who report to work physically and who previously receive three hours' pay per reporting would only receive this same compensation the first time that they report to work. Furthermore, there would now be distinction made between those who work on the employer's premises and those who work remotely, with the former being paid solely for the time actually worked (at the applicable overtime rate).

The Union rejects this proposal on the grounds that it not only reduces the current compensation granted to employees who are asked to work on holidays, but also on the grounds that the different payment schemes for those who work remotely and those who don't completely negates the disruption that being asked to work on a holiday has on members of the bargaining unit and their families. Several designated paid holidays listed in Article 32.01 hold important cultural, religious, and/or personal significance to members of the bargaining unit, and having to work on these days is disruptive regardless of whether it is performed remotely or not. The current forms of compensation take this disruption into account, whereas the employer's proposal does not.

The Union is not opposed to working with the employer to identify ways to enhance flexibility, but it should not come at the expense of a reduction in compensation.



## **ARTICLE 35 TRANSPORTATION EXPENSES**

### **EMPLOYER PROPOSAL**

**35.01** If an employee is called back or is required to report to work pursuant to Articles 29, 30, 31, 32, or the reporting pay clauses of the appropriate appendix, **and the employee is required to physically report to the workplace,**

### **Union Response**

The Union rejects the employer's proposal in Article 35. The Union has expressed its objections to restricting access to compensation on the basis of whether an employee physically reports to the workplace or not. Premiums and allowances are forms of compensation that exist in large part to recognize and compensate employees for the disruption to their personal lives. The Union is not opposed to increasing flexibility, but not as a cost savings exercise.

## **ARTICLE 49**

### **BEREAVEMENT LEAVE WITH PAY**

The Employer is not in specific agreement with the Bargaining Agent's demand and recently tabled a counter proposal on this demand in a comprehensive offer for which it did not get a reply from the Bargaining Agent (see below). The Employer is of the view that the parties have not bargained sufficiently on this issue, and wishes to pursue negotiations on this matter.

#### **EMPLOYER PROPOSAL - Counter proposal.**

**49.01** *For the purpose of this article, "family" is defined per Article 2 and in addition:*

*a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave with pay under 49.01(a) only once during the employee's total period of employment in the public service.  
(...)*

**49.03** *An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her brother-in-law, sister-in-law, and grandparents of spouse.*

**49.04** *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 twenty (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 twelve (12) weeks after the latest of the days on which any funeral, burial or memorial service in respect of the stillbirth occurs.*

**49.045** *If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 49.012, 49.03 and 49.024, 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.*

**49.056** *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 manner different than that provided for in clauses 49.02, and 49.03 and 49.04.*

### **Union Response**

The Union is opposed to the employer's proposal, as leave after stillbirth is already addressed by either maternity leave or bereavement leave.

## ARTICLE 61 CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

### EMPLOYER PROPOSAL

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

**61.01** The **Correctional Service Specific Duty Allowance (CSSDA)** shall be payable to incumbents of specific positions in the bargaining unit within **the** Correctional Service of Canada (**CSC**). The allowance provides additional compensation to an incumbent of a position who performs certain duties or responsibilities specific to **Correctional Service of Canada CSC** (that is, custody of inmates, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders) within penitentiaries as defined in the *Corrections and Conditional Release Act*, and/or CSC Commissioner Directives. **The CSSDA is not payable to incumbents of positions located within Correctional Learning and Development Centres, Regional Headquarters, National Headquarters, and CORCAN establishments that do not meet the definition of penitentiary as defined in the Corrections and Conditional Release Act and/or CSC Commissioner Directives.**

**61.02** The **value of the** CSSDA shall be two thousand dollars (\$2,000) annually ~~and paid on a biweekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month.~~ **Except as prescribed in clause**

**61.03 below, this allowance shall be paid on a biweekly basis for any month in which an employee performs the duties for a minimum period of ten (10) days in a position to which the CSSDA applies.**

(...)

### **Union Response**

The Union rejects the Employer's proposal to alter the provisions of the CSSDA as outlined in its proposal above. The parties only negotiated the CSSDA two rounds ago, replacing the former Penological Factor Allowance and the former Offender Supervision Allowance, and harmonizing the two allowances to their maximum rates. During the life of the last Collective Agreement, the Employer did not raise any issues with the Union with respect to the CSSDA and has provided no cogent rationale for its position during the current round of bargaining.

Such an amendment may interfere with the application of the allowance to workers who currently qualify for it. The Union is not in support of any change in language that, despite their proximity to and interaction with members of the offender community while performing their duties on behalf of the Employer, leads to even one worker being excluded from receipt of the allowance.

Nevertheless, the Union is open to discussing certain aspects of the employer's proposal.

## APPENDIX “A”: FIREFIGHTERS GROUP

*The parties agree that these changes will not result in any retroactive payment or adjustment. They will form part of the implementation, on a prospective basis, of the new collective agreement once signed. For greater certainty, these changes will become effective as per the collective agreement implementation timelines negotiated at the PSAC Common Issues table.*

### **EMPLOYER PROPOSAL - Counter proposal**

#### ***Long service pay***

*5.01 An employee who receives pay for at least eighty-four (84) hours for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning October 1 of each year, is entitled to be paid, in a lump sum, an amount related to the employee’s period of service in the public service set out in the following table:*

<b><i>Period of service in the public service</i></b>	<b><i>Annual amount</i></b>
<b><i>5 to 9 years</i></b>	<del>\$833</del> <b>8,90</b>
<b><i>10 to 14 years</i></b>	<del>\$956</del> <b>1,022</b>
<b><i>15 to 19 years</i></b>	<del>\$1,103</del> <b>1,180</b>
<b><i>20 to 24 years</i></b>	<del>\$1,249</del> <b>1,335</b>
<b><i>25 to 29 years</i></b>	<del>\$1,395</del> <b>1,490</b>
<b><i>30 years or more</i></b>	<del>\$1,541</del> <b>1,648</b>

#### **Union Response**

The Union rejects the employer’s first long service pay counter proposal at Appendix A, 5.01. The increase of 6.84% to the annual amount (or the equivalent of the employer’s inflation lagging proposed four-year compounded general economic increase) has failed to reflect sector norms for long service pay in firefighter collective agreements (see Table 4). These sector norms include the expression of the pay as a percentage of annual salary.

## **APPENDIX “B”: GENERAL LABOUR AND TRADES GROUP**

### **EMPLOYER PROPOSAL**

#### **Annex “E”: special conditions applicable to Lockmasters, Bridgemasters and Canal Operators**

##### **11. Shift and weekend premiums**

###### **b. Weekend premium**

An employee working on shifts during the weekend will receive an additional premium of two dollars (\$2.00) per hour for all **regularly scheduled** hours worked, ~~including overtime hours~~, on Saturday or Sunday.

### **Union Response**

The Union rejects the employer’s proposal to cut costs and reduce perceived inconsistencies at the expense of a small group of Lockmasters, Bridgemasters, and Canal Operators. At the table, the employer argued for the limitation of the scope of the weekend premium (this proposal is also mirrored in Appendix B, Annex “E”). The employer argued that day workers are not permitted to concurrently receive overtime and a weekend premium, shift workers (those for which Annex “E”, 11(b) is relevant), however, may be concurrently compensated for the same period worked when an applicable weekend premium period overlaps with an applicable overtime period. The Union rejects the argued inconsistency argument due to its conflation of the hardships of shift work with that of day work. The Union further rejects this proposal due to its disproportionate impact on shift workers.

## **Appendix B – (GL) General Labour and Trades Group specific provisions and rates of pay**

*The parties agree that these changes will not result in any retroactive payment or adjustment. They will form part of the implementation, on a prospective basis, of the new collective agreement once signed. For greater certainty, these changes will become effective as per the collective agreement implementation timelines negotiated at the PSAC Common Issues table.*

### **EMPLOYER PROPOSAL - Counter proposal**

#### **Annex “N”: GL-MAM, Refrigeration HVAC Technicians**

1. *Effective on the date of signing of the collective agreement, in an effort to address recruitment and retention issues of the GL-MAM refrigeration HVAC technicians in the Operational Services (SV) group. The Employer will provide an annual terminable allowance of ~~eight thousand and four hundred and eighty dollars (\$8,480)~~ **nine thousand and sixty-five dollars (\$9,065)** to GL-MAM refrigeration HVAC technicians who have refrigeration and air conditioning mechanic certification and perform the duties of a GLMAM refrigeration HVAC technician.*

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

- i. An employee in a position outlined above shall be paid the terminable allowance for each calendar month for which the employee receives at least eighty (80) hours’ pay at the GLMAM rates of pay of this appendix.*
- ii. The allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement.*
- iii. A part-time employee shall be entitled to the terminable allowance on a pro-rata basis.*
- iv. An employee shall not be entitled to the allowance for periods he is on leave without pay or under suspension.*

***This memorandum of understanding expires on August 4, 2025.***

#### **Union Response**

The Union rejects the employer’s counter proposal of the proposed expiration of Appendix B, Annex N. First, this Annex is not a memorandum of understanding. With no rationale, evidence or analysis of its impact on recruitment and retention, the employer is proposing the permanent elimination (after the current round) of this



retention-based allowance. The union reject way cut and argues that it will exacerbate recruitment and retention challenges for this subgroup. An October 17, 2018, snapshot supplied by the Treasury Board last round **(Exhibit Q)**, shows 65 GL-MAM HVAC technician allowance recipients including 12 GL-MAM-09; 51 GL-MAM-10; 1 GL-MAM-11; and one at the apprentice level. Based on this data, the value of the current allowance relative to GL-MAM wage as a percentage of salary as of Aug. 5, 2020, is as follows:

<b>Classification</b>	<b>Hourly Wage: As of Aug. 5, 2020 [A]</b>	<b>Annual Salary: As of Aug. 5, 2020 [B]</b>	<b>Annual Salary + Allowance (\$8480) [C] = [A]+[B]</b>	<b>Allowance (\$8480) as % of Annual Salary + Allowance [D] = \$8480/[C]</b>
GL-MAM-09	\$32.24	\$67,286.17	\$75,766.17	11.2%
GL-MAM-10	\$33.51	\$69,936.71	\$78,416.71	10.8%
GL-MAM-11	\$34.71	\$72,441.16	\$80,921.16	10.5%

Again, the Union rejects this permanent and long-term 10.5-11.2% cut to the pay of GL-MAM HVAC technicians' compensation.

## **APPENDIX “C”: GENERAL SERVICES GROUP**

### **EMPLOYER PROPOSAL**

#### **Annex “E”: thirty-seven and one half hour workweek**

The Employer proposes that this Annex be deleted.

#### **Union Response**

The Union rejects the deletion of Appendix C, Annex “E” as the Union’s proposal to transition from the 40-hour to the 37.5-hour work week remains.

## **APPENDIX “D”: HEATING AND POWER AND STATIONARY PLANT GROUP**

### **EMPLOYER PROPOSAL**

#### ***Hours of Work and Enhanced Flexibilities***

##### **General**

**3.01** An employee’s scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

##### **3.02**

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

b. Upon request from the local Alliance representative(s), the parties will meet to review existing hours of work. The Employer will review, **except in cases of emergency**, with the local Alliance representative(s) any change in hours of work which the Employer proposes to institute, when such change will affect the majority of the employees governed by the schedule. In all cases following such reviews, the Employer will, where practical, accommodate such employee representations as may have been conveyed by the Alliance representative(s) during the meeting. By mutual agreement, in writing, the Employer and the local Alliance representative(s) may waive the application of clause 4.04.

##### **Union Response**

Similar to the employer’s proposals at Article 25.04, the Union rejects the employer’s proposal at Appendix D, 3.02, as the employer has failed to demonstrate a need for reducing consultation with the Union where hours of work are concerned. Without a clear definition of what constitutes an emergency, this wording is left open to an inappropriate amount of interpretation that could lead to unnecessary conflict between the parties. Furthermore, in terms of demonstrable need for such a change, the consultation required under this article has occurred in situations that could be deemed to be emergencies, such as the COVID-19 pandemic, without any difficulties. As a result, the Union proposes that the language in Appendix D, 3.02, similar to Article 25.04, be renewed as is.

## **APPENDIX “F”: LIGHTKEEPERS**

*The parties agree that these changes will not result in any retroactive payment or adjustment. They will form part of the implementation, on a prospective basis, of the new collective agreement once signed. For greater certainty, these changes will become effective as per the collective agreement implementation timelines negotiated at the PSAC Common Issues table.*

### **EMPLOYER PROPOSAL - Counter proposal**

#### **Annex “B”: adjustment in rates of pay**

##### **Supplementary allowance**

*a. The following supplementary allowance shall be paid to each Lightkeeper:*

##### **Full-time station**

*1. in 1- and 2-employee stations: \$~~2,371~~ 2,535*

*2. in 4-employee stations: \$~~2,032~~ 2,172*

#### **Union Response**

The Union rejects the employer’s first supplementary allowance counter proposal at Appendix F, Annex “B”. The increase of 6.84% to the allowance (or the equivalent of the employer’s inflation lagging proposed four-year compounded general economic increase) is insufficient because it has failed to reflect the intent of the allowance which “...is in large part intended to compensate the Lightkeepers for loss of opportunity to earn additional monetary benefits such as overtime, call back and reporting pay, shift and weekend premiums and the like by reason of the 7-day week.” (Exhibit K, File #: 185-2-253)

## **Appendix “F” Lightkeepers specific provisions and rates of pay**

### **EMPLOYER PROPOSAL**

#### **Annex “D”: Meteorological Allowance**

The Employer proposes that this Annex be deleted as well as the reference to the Annex in clause 5.02.

#### **Union Response**

The Union rejects the employer’s proposed deletion of Annex “D”: Meteorological Allowance as there may be a time or occurrence at a future date where meteorological observations and the requisite specific duty payments are again required by the employer.

## APPENDICES B, C, D, & E: DEFINITION OF PAY

### EMPLOYER PROPOSAL

#### Appendix “B” General Labour and Trades Group specific provisions and rates of pay

##### Interpretations and definitions

For the purpose of this appendix:

- a. **“annual rate of pay”** means an employee’s weekly rate of pay multiplied by fifty-two decimal one seventy-six (52.176);
- b. **“daily rate of pay”** means an employee’s hourly rate of pay times his normal number of hours of work per day;
- c. **“pay”** means the basic rate of pay as specified in Annex A ~~and includes the supervisory differential and/or inmate training differential where applicable;~~
- d. **“weekly rate of pay”** means an employee’s daily rate of pay multiplied by five (5).

#### Appendix “C” General Services specific provisions and rates of pay

##### Interpretations and definitions

For the purposes of this appendix:

- a. **“annual rate of pay”** means an employee’s weekly rate of pay multiplied by fifty-two decimal one seventy-six (52.176);
- b. **“daily rate of pay”** means an employee’s hourly rate of pay time the employee’s normal number of hours of work per day;
- c. **“weekly rate of pay”** means an employee’s daily rate of pay multiplied by five (5);

(New)

- d. **“pay” means the basic rate of pay as specified in Annex A.**

#### Appendix “D” Heating, Power and Stationary Plant specific provisions and rates of pay

##### Interpretation and definitions

**1.01** For the purpose of this appendix:

- a. **“daily rate of pay”** means the employee’s hourly rate of pay multiplied by the employee’s normal number of hours of work per day;
- b. **“weekly rate of pay”** means the employee’s daily rate of pay multiplied by five (5);
- c. **“annual rate of pay”** means the employee’s weekly rate of pay multiplied by fifty-two decimal one seven six (52.176);

(New)

- d. **“pay” means the basic rate of pay as specified in Annex A.**

#### **Appendix “E” Hospital Services specific provisions and rates of pay Interpretation and definitions**

For the purpose of this appendix:

**“pay”** means the basic rate of pay as specified in Annex A ~~and includes the supervisory differential where applicable.~~

#### **Union Response**

The Union rejects the Employer’s interpretations and definitions proposal as there is no demonstrated need for the proposed additions and deletions relative to the definition of ‘pay’. It is the Union’s view that the proposed additions and deletions increase the possibility for misinterpretation which may lead to policy grievances on the matter.

## **APPENDICES A, B, C, D, E & G: NOTICE PERIOD FOR CHANGING SCHEDULED SHIFTS**

### **EMPLOYER PROPOSAL**

#### **Appendix “A” Firefighters Group, specific provisions and rates of pay**

##### **General**

##### **2.05**

a. The Employer shall post a duty roster in each Fire Hall eight (8) days in advance. If, as a result of a change in a duty roster, an employee is transferred to another platoon on less than ~~ninety-six (96)~~ **seventy-two (72) hours'** notice in advance of the starting time of the first (1st) shift of the employee's new platoon, the employee shall be paid at the rate of time and one-half (1 1/2) for the first (1st) shift worked in the schedule of the employee's new platoon. Subsequent shifts worked on the schedule of the employee's new platoon shall be paid for at the employee's hourly rate of pay.

#### **Appendix “B” General Labour and Trades Group specific provisions and rates of pay**

##### **Hours of work and overtime**

**1.04** An employee whose scheduled hours of work are changed without ~~seven (7) days~~ **four (4) days** prior notice:

- a. shall be compensated at the rate of time and one-half (1 1/2) for the first (1st) full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at straight time;
- b. shall retain his or her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with clause 2.07.

#### **Appendix “C” General Services specific provisions and rates of pay**

##### **General**

**2.03** An employee whose scheduled hours of work are changed without ~~seven (7) days'~~ **four (4) days'** prior notice:

- a. shall be compensated at the rate of time and one-half (1 1/2):
  - i. for the first (1st) full shift worked on the new schedule if the new scheduled starting time of the employee's shift is at least four (4) hours earlier or later than the former scheduled starting time;
  - ii. for those hours worked on the first (1st) shift of the new schedule which are outside of the hours of the employee's formerly scheduled shift, if the new scheduled starting time of the employee's shift is less than four (4) hours earlier or later than the former scheduled starting time.

#### **Appendix “D” Heating, Power and Stationary Plant specific provisions and rates of pay**

##### **General**

##### **3.04**



a. when an employee is required to change his or her position on the schedule without ~~seven (7) calendar days'~~ **four (4) days'** notice in advance of the starting time of the change he or she shall be paid for the first (1st), changed shift which he or she works at the rate of time and one-half (1 1/2). Subsequent shifts worked, as part of the change, shall be paid for at straight time subject to the overtime provisions of this agreement.

## **Appendix “E” Hospital Services specific provisions and rates of pay**

### **Hours of work**

**1.07** If an employee is given less than ~~seven (7) days~~ **four (4) days** advance notice of a change in his or her shift schedule, he or she will receive a premium rate of time and one half (1 1/2) for work performed on the first (1st) shift changed. Subsequent shifts worked on the new schedule shall be paid for at the hourly rate of pay.

## **Appendix “G” Ships’ Crews specific provisions and rates of pay, general**

### **Annex “E” Lay-day Work System**

#### **1. General**

d. Employees will be informed of the anticipated work schedule for the operational year. Employees will be notified of changes to the anticipated work schedule at the earliest possible time. Normally, employees will receive two (2) months’ notice of changes to the anticipated work schedule, with a minimum of ~~fourteen (14) days'~~ **seven (7) days'** notice.

## **Union Response**

For the FR group, Appendix ‘A’ at 2.05(a), the Employer has proposed reducing the period where a penalty would be payable for changing a shift worker’s schedule on short notice. For the FR group, this would be a significant reduction from ninety-six (96) hours to seventy-two (72) hours. This provision has been a part of the collective agreement since 1975 (**Exhibit R**) and there has been no case made for such a concession relative to the FR group.

Similarly, for the GL group, Appendix ‘B’ at 1.04, for the GS group, Appendix ‘C’ at 2.03, for the HP group, Appendix ‘D’ at 3.04, and for the HS group, Appendix ‘E’ at 1.07, these proposed concessions are significant— a reduction from seven (7) days to four (4) days. These notice provisions have been a part of the GL group collective agreement since 1974 (**Exhibit S**), the GS group collective agreement since 1975 (**Exhibit T**), the HP group collective agreement since 1974 (**Exhibit U**), and the HS group collective agreement since 1980 (**Exhibit V**).

Unlike the other SV groups, for the SC group, Appendix 'G' at Annex E.1, Ships' Crew are informed of the anticipated work schedule for the operational year and notified as early as possible of changes. Normally, two (2) months' notice of changes to that work schedule is standard with a minimum of fourteen days' (14) notice. The Union rejects the employer's proposals to change that minimum from fourteen (14) to seven (7) days' notice. This 'Notice Period for Changing Scheduled Shifts' concession did not consider the unique scheduling process for the SC group.

Finally, for Appendices A, B, C, D, E, and G, such a penalty is payable for the hardship of rearranging one's life with little notice. Short shift changes can result in added cost to employees of arranging for childcare, elder care, or for cancelling plans that an employee may have. Such a proposal would interfere with the work/life balance of employees, as the Employer would be able to change shift schedules of shift workers with very little notice, and no compensation. This would allow managers the ability to potentially wreak havoc with the lives of members through changes to their working hours. The Union respectfully submits that there is no demonstrated need for such a proposal. The Employer has given no detailed rationale for this proposal beyond a vague reference to requiring "flexibility".

## **APPENDICES A, B, C, D, E, G & H: EXTRA DUTY WORK PERFORMED FROM A REMOTE LOCATION AND OVERTIME ON A SECOND DAY OF REST**

### **Union Response**

The employer presented a series of proposals that, due to the nature and structure of the SV bargaining unit and collective agreement, appear in several appendices. The employer has presented these in a condensed format, with the proposed changes from each appendix listed together. The changes are uniform and consistent throughout, and the Union will respond to them as a whole below.

### **EMPLOYER PROPOSAL**

#### **Appendix “A” Firefighters Group, specific provisions and rates of pay**

##### **Hours of work and overtime**

**2.09** Subject to clause 2.10, an employee is entitled to double (2) time compensation for each hour of overtime worked by the employee on the employee’s second (2nd) or subsequent day of rest, provided the days of rest are consecutive and contiguous **and that the employee also worked on the first day of rest;**

##### **Reporting pay**

###### **4.01**

a. When an employee is required to **physically** report and **physically** reports to ~~work the~~ **workplace** on a day of rest the employee is entitled to a minimum of three (3) hours’ pay at the applicable overtime rate.

b. The minimum payment referred to in 4.01(a) above, does not apply to parttime employees. Part-time employees will receive a minimum payment in accordance with Article 65.05.

###### **(New)**

**c. An employee who is required to work on a day of rest, 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.**

###### **4.02**

**a.** When an employee is required to **physically** report and reports to ~~work to the~~ **workplace** after the employee has completed the employee’s work for the day and has

left the place of work the employee is entitled to a minimum of two (2) hours' pay at the hourly rate of pay.

**(New)**

**b. An employee who is required to work after the employee has completed the employee's work for the day and has left the place 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 for time actually worked at the applicable overtime rate.**

## **Appendix "B" General Labour and Trades Group specific provisions and rates of pay**

### **1.07 Reporting pay**

a. An employee who **physically** reports **to the workplace** for overtime work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the applicable overtime rate, whichever is the greater. This clause shall only be applicable to employees who are notified of the overtime work requirement prior to completing their last scheduled shift.

b. An employee who reports for work on the employee's scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight time, whichever is the greater.

c. The minimum payments to which are referred in 2.07(a) and (b) above, do not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with Article 65.

**(New)**

**d. An employee who is required to work on a day of rest, 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 actual overtime worked at the applicable overtime rate for any time worked.**

## **Appendix "C" General Services specific provisions and rates of pay**

### **2.05 Overtime compensation**

Subject to clause 2.06, overtime shall be compensated for at the following rates:

a. time and one half (1 1/2), except as provided for in subclause 2.05(b);

b. double (2) time:

- i. for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period or after eight (8) hours' work on the employee's first (1st) day of rest, and
- ii. for all hours worked on the second (2nd) or subsequent day of rest **provided that the employee also worked on the first 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, which may, however, be separated by a designated paid holiday;

## **Reporting pay**

**5.01** An employee who reports for work on the employee's scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight time, whichever is the greater.

### **5.02**

a. An employee who **physically** reports **to the workplace** for work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the applicable overtime rate, whichever is the greater.

b. The minimum payment referred to in 5.02(a) above, does not apply to parttime employees. Part-time employees will receive a minimum payment in accordance with clause 65.05.

### **(New)**

**c. An employee who is required to work on a day of rest, 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.**

**5.03** Time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

## **Appendix "D" Heating, Power and Stationary Plant specific provisions and rates of pay**

### **Reporting pay**

**4.01** An employee who reports for work on the employee's scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight time, whichever is the greater.

### **4.02**

a. An employee who **physically** reports **to the workplace** for work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the applicable overtime rate, whichever is the greater.

b. the minimum payment referred to in paragraph (a), does not apply to parttime employees. Part-time employees will receive a minimum payment in accordance with 65.05 of this agreement.

(New)

c. An employee who is required to work on a day of rest, 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.

## **Appendix "E" Hospital Services specific provisions and rates of pay**

### **Overtime**

#### **Overtime compensation**

##### **2.01**

a. If an employee is given instructions before the mid-point of his or her shift, that he or she will be required to work overtime on that day at a time which is not contiguous to his or her work period, the employee shall be paid for the time actually worked or a minimum of two (2) hours' pay at the employee's hourly rate of pay, whichever is greater **if the employee has to physically report to the workplace.**

b. If an employee is given instructions after the mid-point of his or her shift, that he or she will be required to work overtime on that day at a time which is not contiguous to his or her work period, the employee shall be paid for the time actually worked or a minimum of three (3) hours' pay at

the employee's hourly rate of pay, whichever is the greater **if the employee has to physically report to the workplace.**

(New)

c. **If an employee is required to work under the conditions described in (a) or (b), and is given authorization to work said overtime at the employee's residence or at another place to which the Employer agrees, the employee shall be paid for the time actually worked at the applicable overtime rate.**

### **Reporting pay**

**3.01** An employee who reports for work on his or her scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight time, whichever is the greater.

##### **3.02**

a. An employee who **physically** reports **to the workplace** for work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the applicable overtime rate, whichever is greater.

b. The minimum payment referred to in paragraph 4.02(a), above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 65.05. This minimum also applies when a part-time employee is required to report for work on a nonscheduled workday.

**(New)**

**c. An employee who is required to work on a day of rest, 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.**

**3.03** Time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

## **Appendix "G" Ships' Crews specific provisions and rates of pay, general**

- a. An employee performing overtime work which ceases before the expiration of one (1) hour shall nevertheless be credited with one (1) hour's overtime.
- b. After the first (1st) hour of overtime, each further period of one half (1/2) hour shall entitle the employee to one half (1/2) the applicable hourly overtime rate.
- c. Subject to paragraph (d) an employee shall be entitled to compensation at time and one half (1 1/2) for overtime worked by the employee.
- d. An employee shall be entitled to compensation at double (2) time:
  - i. for work performed following eight (8) hours of overtime worked in excess of the employee's normal daily hours of work;
  - ii. for overtime worked on the employee's days of rest in excess of the employee's normal daily hours of work;
  - iii. for all overtime worked by an employee on the employee's second or subsequent days of rest, provided the days of rest are consecutive and **that the employee also worked on the first day of rest.**

except:

with respect to Annex C: 42 hour averaging, Annex D: forty-six decimal six (46.6) hour averaging, and Annex E: lay-day.

## **Annex B, Conventional Work system**

### **4. Reporting pay**

- a. Where an employee, who regularly work five (5) consecutive days per week on a non-watchkeeping vessels, is required to **physically** report **to the workplace** for work as

directed on a day of rest he/she shall be paid for the time actually worked, or minimum of three (3) hours' pay at the applicable overtime rate, whichever is the greater.

b. Time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

**(New)**

**c. An employee who is required to work on a day of rest, 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.**

## **Appendix "H" Printing Operations (Supervisory) Group specific provisions and rates of pay**

### **Reporting pay**

**3.01** If an employee reports for work on his or her scheduled shift the employee shall be entitled as a minimum to compensation equivalent to four (4) hours' pay at his or her hourly rate of pay.

### **3.02**

a. When an employee is required to **physically** report and **physically** reports to **work the workplace** on a weekend recess the employee is entitled to a minimum of three (3) hours' pay at the applicable overtime rate.

b. The minimum payment referred to in paragraph 3.02(a) above does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 65.05 of this agreement.

**3.03** Clause 3.01 and 3.02 are not applicable where the employee fails to receive reasonable advance notification not to report for work through absence from his or her home or because of other circumstances beyond the control of the Employer.

**(New)**

**3.04 An employee who is required to work on a weekend recess, 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.**

## **Union Response**

The employer's is proposing several proposals above which will all have the effect of awarding different rates of compensation to employees based on whether they perform their work remotely or not. Specifically, it would offer reduced rates of overtime and reporting pay to employees who are able to perform their work remotely or are not



required to physically report back to the workplace. Although the employer has justified these proposals on the grounds that they wish to provide greater flexibility to employees, in practice, these proposals would create two tiers of employees, and reduce the compensation employees in the SV bargaining unit currently receive for overtime and reporting pay. The Union strongly opposes these proposals.

Throughout our discussions with the employer, the Union has received little in terms of justification for these changes, aside from claims from the employer of wanting to provide greater flexibility to its employees. While the Union is certainly not opposed to providing greater flexibility to its members, we see no reason why this should come at the expense of reductions in compensation. The employer has provided no rationale for this concession and has failed to demonstrate a need for this change. We see no relationship between the ability to provide greater flexibility and the need to reduce compensation. The Union has expressed these concerns to the employer, and we remain strongly opposed to these, and similar proposals.