



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

**CHAIRPERSON:** Mr. Brian Keller  
**MEMBERS:** Mr. Bob Kingston  
Mr. Stephen Bird

**OTTAWA** November 28, 29 and 30, 2022  
December 8, 20 and 21, 2022

IN THE MATTER of the *Federal Public Service Labour Relations Act* and a dispute affecting the Public Service Alliance of Canada and His Majesty in Right of Canada as represented by the Treasury Board in respect of all of the employees in the Operational Services (SV) Group bargaining unit as determined in the certificate issued by the former Public Service Staff Relations Board on June 16, 1999.

## **FOREWORD**

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

## INTRODUCTION

The Public Service Alliance of Canada (PSAC) and Treasury Board were engaged in negotiations between June 2021 and May 2022 to renew the collective agreement for the Operational Services (SV) group, which expired on August 4, 2021.

The SV group is a bargaining group in the Core Public Administration (CPA). It is defined in the Canada Gazette as:

*“The Operational Services 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; and the provision of food, personal or health support services.”*

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

At the outset of this round of negotiations, the Employer and the Bargaining Agent agreed to convene a separate table to negotiate items that would apply to all four tables (Program and Administration - PA, Operational Services - SV, Technical Services - TC and Education and Library Science - EB), known as the “Common Issues Table”. The parties met to negotiate the Common Issues for a total of sixteen (16) days in six (6) sessions between June 2021 and March 2022.

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

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

This document presents the Employer's position on the outstanding issues between the parties, including rates of pay. Currently, the Bargaining Agent has approximately 209 outstanding proposals specific to the Common Issues Table and approximately 100 outstanding proposals specific to the SV group. The Employer has 52 outstanding proposals that are specific to the Common Issues Table and 76 proposals that are specific to the SV Group.

The document also provides relevant contextual information pertaining to the current round of bargaining and the SV group.

The Employer brief is organized as follows:

### **Executive Summary**

**Part I** provides a status update on the current round of negotiations for the Core Public Administration (CPA) as a whole, and for the SV group.

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

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

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

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

## EXECUTIVE SUMMARY

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

The Operational Services (SV) group is comprised of approximately 10,000 employees located across the country from diverse occupations such as trades people, Ships' Crew, Firefighters, and Lightkeepers.

The collective agreement for the SV group expired on August 4, 2021, and the Public Service Alliance of Canada (the PSAC) served notice to bargain to Treasury Board on April 6, 2021. After sixteen (16) days of bargaining spread over six (6) negotiation sessions, and after the Employer tabled its initial comprehensive offer on May 4, 2022, the PSAC declared impasse on May 18, 2022.

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

### Recruitment and Retention

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

The SV population was stable over the five years between FY 2016-2017 and FY 2020-2021. Additionally, if more recruitment is required in the future, the data illustrates that many more qualified applicants are available than needed to fill each position.

R&R Summary						
SV Group		2016-17	2017-18	2018-19	2019-20	2020-21
Total Hiring						
FR		48	31	26	49	12
GL		364	370	482	406	337
GS		313	327	400	425	244
HP		29	42	26	25	28
HS		26	12	18	30	20
LI		7	5	9	14	17
SC		199	169	143	145	100

Total Separations					
FR	26	29	17	17	16
GL	372	373	370	362	327
GS	263	269	335	313	237
HP	51	33	32	25	47
HS	339	59	19	18	19
LI	3	10	7	6	4
SC	152	149	126	94	88
Total Applications Screened-In					
FR	365	182	421	102	223
GL	5,720	4,753	6,551	7,971	8,585
GS	4,074	5,920	9,159	7,425	7,310
HP	207	257	21	31	52
HS	132	63	13	89	45
LI	63	153	168	97	221
SC	825	1,155	1,485	923	1,089

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

## Internal Relativity

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

Table 1 shows the cumulative increases for the major SV sub-groups and the overall CPA average. As shown in the table, the cumulative increases received by most of the SV employees are significantly above the CPA average.

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

**Table 1: SV Wage Growth vs. CPA**

Internal Cumulative Increase Comparison (2012 - 2020)									
	CPA Average	SV Group							SV Weighted Average
		FR	GL	GS	HP	HS	LI	SC	
Cumulative Increase	18.7%	33.6%	19.4%	16.7%	33.5%	16.7%	28.4%	23.6%	20.33%

Notes: SV and CPA rates calculated by TBS from settlement rates (weighted average).



## **State of the Canadian economy, external wage comparability and unionized settlements and the Government of Canada's fiscal circumstances**

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

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

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

**Table 2 – Major Wage Settlements in All Jurisdictions (Aggregated Private and Public Sectors and Public Sector Alone) by Year**

<b>Year</b>	<b>Number of Agreements</b>	<b>Number of Employees</b>	<b>Duration of Agreements in months (average)</b>	<b>Average Annual Percentage Adjustment across all settlements</b>	<b>Average Annual Percentage Adjustment across Public Sector</b>
<b>2013</b>	484	1,092,600	36.8	1.4%	1.0
<b>2014</b>	246	689,808	45.8	1.7%	1.5
<b>2015</b>	243	757,548	42.8	1.2%	1.0
<b>2016</b>	284	1,075,189	46.9	1.4%	1.3
<b>2017</b>	216	845,401	39.6	1.7%	1.7
<b>2018</b>	206	709,788	42.1	1.3%	1.2
<b>2019</b>	240	635,602	41.9	1.6%	1.5
<b>2020</b>	142	711,453	41.1	1.6%	1.6
<b>2021</b>	124	917,131	41.1	1.9%	1.9
<b>2022</b>	19	144,359	44.7	1.8%	1.6

Table 2 above illustrates that the increase in wages produced by settlements in other unionized environments are significantly lower than the demands outlined by the Public Service Alliance of Canada.

To illustrate this point, a review of significant wage settlements in provincial governments is helpful. The following notable agreements have been reached in 2022:

- The government of Quebec has signed two major agreements as follows:
  - An agreement with the Syndicat de la fonction publique et parapublique du Québec representing 27,000 employees in business, finance and administration occupations from July 2022 to March 2023 will provide 2% increases
  - An agreement between the Agence du revenu du Québec with the Syndicat de la fonction publique et parapublique du Québec representing 6,000 employees in business, finance and administration occupations from August 2022 to March 2026 will provide yearly increases of 2%
- The government of Nova Scotia has signed an agreement with the Nova Scotia Government Employees Union (NSGEU) after an arbitral award, which provided 7,946 employees increases of 1.5% in both 2021 and 2022 and increases of 3.0% and 0.5% in 2023 and 2024.
- The Yukon Government reached a settlement with the Yukon Association of Education Professionals, covering 4,149 education professionals providing increases of 1.75% in 2022-2023, 1.8% in 2023-2024 and 1.8% in 2024-2025.
- The Alberta government has signed 3 agreements as follows:
  - An agreement between Alberta Health Services and the United Nurses of Alberta representing 29,354 employees (registered nurses and registered psychiatric nurses) from January 2022 to March 2024 provides increases of 0%, 1.0% and 1.2%.
  - An agreement between Alberta Health Services and the Alberta Union of Provincial Employees representing 18,216 employees (Licensed practical nurses and technical occupations) from May 12, 2022, to March 2024, which provides increases of 0%, 1.0% and 1.3%.
  - An agreement between Alberta Health Services, Covenant Health and the Health Sciences Association of Alberta representing 21,807 employees in professional occupations in health (except nursing) from July 25, 2022, to March 31, 2024, which provides increases of 0%, 1.0% and 1.3%.

- In August of 2022, the Nunavut Employees Union PSAC North bargaining group and the Government of Nunavut signed a new collective agreement with the following economic increases:
  - October 1, 2018 – 0%
  - October 1, 2018 – 1%
  - October 1, 2020 – 1.5%
  - October 1, 2021 – 1.5%
  - October 1, 2022 – 1.5%
  - October 1, 2023 – 3.5%
- Ontario is still operating and settling agreements under its 1% wage cap legislation

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

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

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

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

Canada Secretariat over many years and by outside think tanks, such as the Fraser Institute.

The overall compensation gap is far greater when one accounts for non-wage benefits such as pension and health benefits, job security, and typical retirement age. Just consider, for instance, that 87.7 percent of public-sector workers are covered by registered pension plans, compared to just 22.5 percent of private-sector workers. Additionally, TBS engaged the services of Korn Ferry, a third-party HR consultant, to study the base compensation of the SV group. The study indicated that there were no major base compensation gaps for the group. Results are included in Section II that also summarize the 2019 external base wage comparability study for the Ships Crews sub-group conducted by Mercer. Similarly, at that time, no meaningful gaps in base compensation were identified.

#### Public Service Health Care Plan (PSHCP)

Following many discussions with stakeholders and much consideration, an agreement was reached regarding new and enhanced benefits under the PSHCP. Changes to benefits under the PSHCP will be effective as of July 1, 2023. A particular focus has been made to enhance mental health supports by expanding mental health provider options, increasing the mental health annual maximum coverage and the introduction of a new benefit for gender affirmation coverage.

### **Bargaining Agent Proposals**

The Bargaining Agent has submitted an extensive list of proposals in this round of bargaining. The PSAC initially tabled 218 proposals that are common to all PSAC groups, including significant economic increases, new and/or enhanced leave entitlements, and other non-monetary elements that seek to erode management authorities and embed legislation or Employer policies in collective agreements.

When it declared impasse, the PSAC had 109 proposals that were specific to the SV table, including increases to leave provisions, new allowances, and other monetary and non-monetary elements that currently do not exist in the SV agreement and /or in other collective agreements in the CPA.

As noted in Table 3, the SV monetary proposals are significant and represent a total ongoing cost of approximately \$371M or 47.1% of the 2021 SV group wage base.<sup>1</sup>

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

To note, the items highlighted in green were resolved by the parties during the mediation session for the SV group held October 11 to 14, 2022.

### Table 3: Bargaining Agent Monetary Proposals

To note, there are a number of Bargaining Agent proposals that have a monetary impact/cost that the Employer has not been able to cost given the lack of information provided or information available (e.g., lack of clarification of extension of eligibility or scope).

BARGAINING AGENT MONETARY PROPOSALS	COST (Ongoing)	% OF WAGE BASE
<b>1. Common proposals</b> <ul style="list-style-type: none"> <li>• Leave for Indigenous Traditional Practices</li> <li>• NJC Bilingualism Bonus increased from \$800 to \$1,500</li> <li>• Increase accrual of vacation leave entitlements</li> <li>• Various changes to the Maternity and Parental Leave and Allowance Provisions</li> <li>• Social Justice Fund (1 cent per hour worked for each employee in the bargaining unit)</li> </ul>	\$9,622,690	1.22%
2. Economic increases of 4.5% a year for 3 years	\$111,245,999	14.12%
3. 27 sub-group specific "Market Adjustments" (effective 2021, ranging from 12.7% to 27.2%)	\$148,037,242	18.79%
4. Article 2: Definition to family – expand definition	\$1,076,081	0.14%
5. Article 22: Health and Safety – provide immunization or prophylactic drugs at Employee request	More data required to cost	
6. Article 25: Hours of Work – reduce weekly hours of work to 37.5 without reduction in pay, leave, or benefits	\$50,811,975	6.45%
7. Article 25: Hours of work – GS-FOS working non-shift to receive \$5.00 (increase from \$2.25) for hours worked between 16:00 and 08:00, and expand eligibility to all GS	More data required to cost	
8. Article 27: Shift and Weekend Premiums – remove exclusion/extend eligibility to Firefighters and Ships' Crews, \$5.00 (increase from \$2.25) for hours worked between 16:00 and 08:00	More data required to cost	
9. Article 27: Shift and Weekend Premiums – increase <b>shift</b> premium from \$2.25 to \$5.00	\$2,638,629	0.33%
10. Article 27: Shift and Weekend Premiums – <b>NEW</b> , \$8.00 shift premium for hours worked between 00:00 and 08:00	More data required to cost	
11. Article 27: Shift and Weekend Premiums – increase <b>weekend</b> premium from \$2.00 to \$5.00	\$2,057,959	0.26%
12. Article 29: Overtime – all overtime at double time	\$8,416,750	1.07%
13. Article 29: Overtime – increase overtime meal allowance to NJC Lunch Rate (\$23.05 - October 1, 2022, rate)	\$161,909	0.02%
14. Article 30: Call-back Pay - remove maximum 8 hours compensation, remove requirement for time to be non-contiguous	More data required to cost	
15. Article 31: Standby – double compensation from half (1/2) for each four (4)-hour period to one (1) hour	\$6,500,221	0.82%
<b>16. Article 32: Designated Paid Holidays – add National Day of Truth and Reconciliation to list</b>	<b>See note 1</b>	<b>█</b>

<b>BARGAINING AGENT MONETARY PROPOSALS</b>	<b>COST (Ongoing)</b>	<b>% OF WAGE BASE</b>
17. Article 32: Designated Paid Holidays – all overtime at double time	See row 12	
18. Article 37: Vacation leave with pay – removal of Employer authority to schedule vacation leave and amendment to eligibility for carry-over	More data required to cost	
19. Article 38: Sick leave with pay – Employee to be compensated for all time and costs associated with obtaining a medical certificate	More data required to cost	
20. Article 40: Injury on duty leave – extend eligibility and align duration of leave with pay with worker's compensation authority	More data required to cost	
21. Article 46: Family Related Responsibility Leave (FRRL) – increase to 75 hours	\$5,349,787	0.68%
22. Article 46: FRRL – additions and amendments to eligible situations (assuming entitlement is increased to 75 hours)	\$906,983	0.12%
23. Article 46: FRRL – remove cap on use for appointments with a legal or paralegal representative (assuming entitlement is increased to 75 hours)		
24. Article 46: FRRL – remove the word unforeseeable in 44.06 g. (assuming entitlement is increased to 75 hours)	\$4,611,775	0.59%
25. Article 49: Bereavement Leave with Pay – <ul style="list-style-type: none"> <li>Expansion to definition of family (linked to row 2)</li> <li>Increase in travel days from 3 days to 5 days</li> <li>Leave for miscarriage</li> <li>Leave for death of a person in respect of whom the employee is on Caregiving Leave at the time of death</li> <li>No limit to once in a career for non-consanguinity</li> </ul>	\$468,864	0.06%
26. Article 63: Dangerous goods – expand eligibility to include handling and transporting, change from daily allowance of \$3.50 with a maximum of \$75 monthly to a \$150 monthly allowance (non-GS)	Need more data to cost	
27. <b>NEW</b> Article: Helicopter work premium – employees working during helicopter operations receive premium of one time their hourly rate in addition to regular pay per day	Need more data to cost	
28. Appendix A, Firefighters, clause 5.01, Long Service Pay – change from dollar value to percentage of employee annual salary	\$662,769	0.1%
29. Appendix A, Firefighters, clause 6.01, Compensation for designated paid holidays – alignment with Article 32, Designated paid holidays	See note 1	-
30. Appendix B, General Labour and Trades Group, clause 6.01, Dirty Work Allowance – extend eligibility	More data required to cost	
31. Appendix B, General Labour and Trades Group, clause 7.01, Height pay – extend eligibility from higher than 30 feet or more to 10 feet or more	More data required to cost	
32. Appendix B, General Labour and Trades Group, Annex E, Lockmasters, Bridgemaesters and Canal Operators, 11a, Shift and weekend premiums – <ul style="list-style-type: none"> <li>Shift premiums <ul style="list-style-type: none"> <li>\$5.00 (increase from \$2.25) for hours worked</li> </ul> </li> </ul>	See rows 7 to 11	

<b>BARGAINING AGENT MONETARY PROPOSALS</b>	<b>COST (Ongoing)</b>	<b>% OF WAGE BASE</b>
<ul style="list-style-type: none"> <li>between 16:00 and 08:00 <ul style="list-style-type: none"> <li>NEW \$8.00 shift premium for hours worked between 00:00 and 08:00</li> </ul> </li> <li>Weekend premium, increase from \$2.00 to \$5.00</li> </ul>		
33. Appendix B, General Labour and Trades Group, Annex N, GL-MAM, Refrigeration HVAC Technicians – increase HVAC allowance from \$8,480 to \$10,500	\$185,002	0.02%
34. Appendix B, General Labour and Trades Group, Annex N, GL-MAM, Refrigeration HVAC Technicians – extend eligibility to building systems technicians and equivalents	More data required to cost	
35. Appendix C, General Services Group, clause 6.01, Dangerous Goods – increase monthly allowance from \$75 to \$150, costing does not include expanded eligibility (linked to row 26)	\$334,992	0.04%
36. Appendix C, General Services Group, NEW clause 6.02 – <b>NEW</b> Dirty work allowance with extended eligibility	More data required to cost	
37. Appendix D, Heating, Power and Stationary Plant Group, clause 5.01, shift premium – <ul style="list-style-type: none"> <li>Extend eligibility to GS classified employees working 10 hours shifts</li> <li>\$5.00 (increase from \$2.25) for hours worked between 16:00 and 08:00</li> <li><b>NEW</b> \$8.00 shift premium for hours worked between 00:00 and 08:00</li> </ul>	See rows 7 to 11	
38. Appendix D, Heating, Power and Stationary Plant Group, NEW clause 6.01 – <b>NEW</b> Dirty work allowance with extended eligibility	More data required to cost	
39. Appendix F, Lightkeepers, Supplementary allowance – increase to full-time station allowances <ul style="list-style-type: none"> <li><b>in 1- and 2-employee stations: from \$2,371 to \$2,800</b></li> <li><b>in 4-employee stations: from \$2,032 to \$2,400</b></li> </ul>	\$54,867	0.01%
40. Appendix F, Lightkeepers – <b>NEW</b> Non-Rotational Lightstation Service Monthly Allowance, \$352.35 for each month the employee is assigned to a non-rotational lightstation.	\$247,350	0.03%
41. Appendix F, Lightkeepers – <b>NEW</b> in addition vacation leave, two days travel time leave with pay per year	\$41,027	0.01%
42. Appendix G, Ships' Crews, 7, Meals and quarters – <ul style="list-style-type: none"> <li>when vessel is away from home port, employee to be on travel status, as per NJC Travel Directive, and rather than be reimbursed for reasonable costs for meals and lodging, eligible for NJC rates</li> <li>when vessel is in home port, increase from \$13 or \$14 per day for meals to NJC rates (e.g., breakfast, lunch, and dinner (\$102.45 in Canada and USA))</li> </ul>	More data required to cost	
43. Appendix G, Ships' Crews, <b>NEW</b> Designated paid holidays – double time for all Ships' Crews classified employees changing shifts on a designated paid holiday	More data required to cost	
44. Appendix G, Ships' Crews, <b>NEW</b> Leave with pay for Family-Related Responsibilities – no more than 8 hours of FRR would be deducted from employee credits for use of entire workday (e.g., 12-hour workday)	\$445,662	0.06%

<b>BARGAINING AGENT MONETARY PROPOSALS</b>	<b>COST (Ongoing)</b>	<b>% OF WAGE BASE</b>
45. Appendix G, Ships' Crews, <b>NEW</b> Seagoing allowance – all Ships' Crews classified employees to receive \$800 per month for every month where 2 consecutive days spent at sea	\$17,353,440	2.20%
<b>Total (all proposals that have a monetary impact)</b>	<b>\$371,231,969</b>	<b>47.11%</b>

**Notes:**

1. The Government of Canada proclaimed that September 30 be the National Day for Truth and Reconciliation (NDTR), a new national holiday. Article 32 entitles members of the bargaining group to a designated paid holiday to observe this day, starting in 2021.

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

For the SV table, the Bargaining Agent started with 47 demands and currently has approximately 100. At the PSAC Common Issues Table, the Bargaining Agent started with 218 demands and currently has approximately 209 demands. Combined, this amounts to approximately 309 outstanding demands that impact the SV table.

As noted, these aforementioned Bargaining Agent demands have significant operational, legal, and/or financial implications. The Employer has conservatively costed the outstanding PSAC proposals for all four (4) groups for which the Bargaining Agent has requested conciliation, including common measures, approximately between 25% and 47% of the respective wage base on an ongoing basis (EB: 25% of wage base, PA: 32% of wage base, TC: 38% of wage base, and SV: 47% of wage base). Please note, this costing does not reflect all the Bargaining Agent demands tabled as many require more explanation and information in order to understand the scope.

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



## Employer Proposals

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

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

The Employer's monetary proposals, with the associated costs, are included below. To note, the items highlighted in green were resolved by the parties during the mediation session for the SV group held October 11 to 14, 2022.

EMPLOYER MONETARY PROPOSALS	COST (Ongoing)	% OF WAGE BASE
<b>Common proposals</b>		
Joint Learning Plan base funding increase by GEI	(allocated to the PA group)	
<b>SV Proposals</b>		
Economic increases over four years: 1.5%, 3%, 2% and 1.75%.	\$67,000,672	8.50%
Article 32, Designated paid holidays – add National Day of Truth and Reconciliation <sup>1</sup>	See note 1	-
Article 61, Correctional Service Specific Duty Allowance – add eligibility of CORCAN Community Industries	\$93,600	0.01%
Article 65, Part-time employees - increase percentage paid in lieu of designated paid holidays from 4.25% 4.6%	\$31,557	0.00%
Appendix A, Firefighters, clause 6.01, Compensation for designated paid holidays – alignment with Article 32, Designated paid holidays	See note 1	-
Appendix A, Firefighters, clause 5.01, Long Service Pay, increase annuals amounts – <ul style="list-style-type: none"> <li>• 5 to 9 years: from \$833 to \$890</li> <li>• 10 to 15 years: from \$956 to \$1,022</li> <li>• 15 to 19 years: from \$1,103 to \$1,180</li> <li>• 20 to 24 years: from \$1,249 to \$1,335</li> <li>• 25 to 29 years: from \$1,395 to \$1,490</li> <li>• 30 years or more: from \$1,541 to \$1,648</li> </ul>	\$591,438	0.08%
Appendix B, General Labour and Trades, Annex N, GL-MAM, Refrigeration HVAC Technicians – Increase annual terminable allowance from \$8,480 to \$9,065	\$56,984	0.01%

<b>EMPLOYER MONETARY PROPOSALS</b>	<b>COST (Ongoing)</b>	<b>% OF WAGE BASE</b>
Appendix F, Lightkeepers, Annex B, Adjustment in rates of pay, Supplementary allowance – increase to Full-time supplementary allowances <ul style="list-style-type: none"> <li>1- and 2-employee stations: from \$2,371 to \$2,535</li> <li>4-employee stations: from \$2,032 to \$2,172</li> </ul>	\$22,830	0.00%
Appendix G, Ships' Crews, Rescue specialist allowance – increase monthly allowance from \$175 to \$187	\$56,308	0.01%
<b>TOTAL</b>	<b>\$67,852,970</b>	<b>8.61%</b>

**Notes:**

- The Government of Canada proclaimed that September 30 be the National Day for Truth and Reconciliation (NDTR), a new national holiday. Article 32 entitles members of the bargaining group to a designated paid holiday to observe this day, starting in 2021.

The parties agreed to identify the NDTR in Article 32 while retaining the provision to add one additional day when proclaimed by an act of Parliament as a national holiday. Generally, the productivity cost of introducing a new designated paid holiday is roughly equivalent to 0.36% of wages, assuming a similar economic increase proposal. Much like the productivity cost of introducing the NDTR in 2021, a new designated paid holiday introduced in future years would carry the same productivity cost. This does not include impact on overtime costs.

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

## **Employer's request to return to the table**

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

In its approach, throughout this round of negotiations, the Employer continues to seek to understand "the why" behind each of the Bargaining Agent's many tabled proposals. In other words, the Employer seeks to understand if there is a systemic or wide-ranging problem that the Bargaining Agent aims to address with its proposed revisions to this mature collective agreement.

Given the Employer's role to ensure service to Canadians and stewardship of public funds, every change to a mature collective agreement must be supported by a sound evidence-based rationale. Further, this due diligence mitigates unintended

consequences on stakeholders (e.g., employees and managers), operations and service to Canadians.

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

On March 29, 2022, and May 4, 2022, the Employer shared with the Bargaining Agent its initial comprehensive offers for the Common Issues Table and SV group respectively. The Bargaining Agent provided no response or counteroffer on either of these comprehensive offers and instead wrote to the Chairperson of the FPSLRB to declare an impasse, without any attempt to negotiate or discuss either offer.

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

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

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

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



## **1.1 Negotiations in the Federal Public Service**

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

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

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

### **2018 Round of Collective Bargaining**

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

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

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

provisions. The cumulative value of the economic increases as well as other improvements in the 2018 round to date equate into a value of approximately \$47.5M or 6.72% of the wage base for the SV table.

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

## **2021 Round of Collective Bargaining**

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

### **1. Future of Work**

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

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

### **2. Economic Context and Fiscal Responsibility**

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

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

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

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

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

### 3. Pay Simplification (including implementation of the collective agreement)

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

In this vein, the Employer and the PSAC have established a joint sub-committee of the PSAC Common Issues Table to discuss and identify issues/possible options for pay simplification with consideration to cost and operational requirements in order to streamline and standardize collective agreement provisions across the CPA with the goal of simplifying HR and pay administration in the current systems and reducing the level of complex customization of the future HR to pay solution.

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

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

## 1.2 Status of Negotiations in the Core Public Administration

Since June 2021, the Treasury Board of Canada Secretariat (TBS) has been engaged in negotiations on behalf of the Treasury Board, the Employer of the core public administration (CPA), with the Public Service Alliance of Canada for the renewal of the Program and Administrative Services (PA), the Operational Services (SV), the Technical Services (TC) and the Education and Library Science (EB) collective agreements representing more than 128,000 employees.<sup>2 3</sup>

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

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

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

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

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<sup>2</sup> The Treasury Board of Canada Secretariat negotiates the collective agreements for more than 80 departments and agencies named in Schedule I and Schedule IV of the *Financial Administration Act*.

<sup>3</sup> Population figures as of March 2021.

- positions in internal audit formerly classified as Administrative Services (AS) and covered by the PA agreement.

The new CT tentative agreement:

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

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

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

Other key negotiated amendments include:

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

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

Table 4 below lists the bargaining units in the CPA, their union affiliation and population as of March 2021.

**Table 4: Bargaining Units – Core Public Administration (CPA)**

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

<b>BARGAINING AGENT</b>	<b>BARGAINING UNIT</b>	<b>REPRESENTED AND EXCLUDED POPULATION AS OF MARCH 2021</b>
<b>FGDTLC(W)</b> Federal Government Dockyard Trades and Labour Council (West)	SR(W) – Ship Repair West Coast	<b>660</b>
<b>FGDCA</b> Federal Government Dockyard Chargehands Association	SR(C) – Ship Repair Chargehands	<b>58</b>
<b>CMCFA</b> Canadian Military Colleges Faculty Association	UT – University Teaching	<b>202</b>
<b>IBEW</b> International Brotherhood of Electrical Workers	EL – Electronics	<b>1,096</b>
<b>CFPA</b> Canadian Federal Pilots Association	AO – Aircraft Operations	<b>399</b>
<b>UCCO-SACC-CSN</b> Union of Canadian Correctional Officers	CX – Correctional Officers	<b>6,325</b>
<b>NPF</b> National Police Federation	RCMP Members Appointed to a Rank and Reservists	<b>18,832</b>
<b>TOTAL POPULATION:</b>		<b>234,713</b>

### 1.3 Status of Negotiations in the Separate Agencies

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

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

Twenty-four (24) of the thirty (30) bargaining units in publicly funded separate agencies have received their notice to bargain for the 2021-2022 round of collective bargaining. Eleven (11) separate agencies have started or are in the process of starting negotiations with their respective groups. Table 5 lists the separate agencies, and bargaining units, their union affiliation and population.

**Table 5: Bargaining Units– Separate Agencies**

Separate Agencies	Bargaining Agents	Bargaining Units	Population
Canada Energy Regulator (CER)	PIPSC	All Unionized Employees (CER)	422
Canada Revenue Agency (CRA)	PIPSC	Audit, Financial and Scientific (AFS)	12,597
	PSAC	Program Delivery and Administrative Services (PDAS)	32,533
Canadian Food Inspection Agency (CFIA)	PSAC	PSAC	4,038
	PIPSC	Informatics (IN)	264
		Scientific and Analytical (S&A)	1,193
		Veterinary Medicine (VM)	584
Canadian Nuclear Safety Commission (CNSC)	PIPSC	Nuclear Regulatory (NUREG)	702
Canadian Security Intelligence Service (CSIS)	PSAC	Intelligence Support *	89
Communications Security Establishment Canada (CSEC)	PSAC	All Unionized Employees (CSE)	2,822
National Capital Commission (NCC)	PSAC	All Unionized Employees (NCC)	444
National Film Board (NFB)	PIPSC	Administrative and Foreign Services (AFS) Scientific and Professional (S&P)	175
	SGCT	Administrative Support (AS), Operation (OP) and Technical (TC) *	184
National Research Council Canada (NRC)	RCEA	Administrative Services (AS)	309
		Administrative Support (AD)	500
		Computer Systems Administration (CS) *	238
		Operational (OP)	62
		Purchasing and Supply (PG)	31
		Technical (TO)	995
	PIPSC	Information Services (IS)	64
		Library Science (LS)	43
		Research Officer / Research Council Office (RO/RCO)	1,792
		Translator (TR)	7
Office of the Auditor General of Canada (OAG)	PSAC	Audit Services Group (ASG) *	174
Office of the Superintendent of Financial Institutions Canada (OSFI)	PSAC	Administrative Support (AS) *	17
	PIPSC	Professional Employees Group (PEG)	689
Parks Canada Agency (PCA)	PSAC	All Unionized Employees (Parks)	4,327
Social Sciences and Humanities Research Council of Canada (SSHRC)	PSAC	Administrative and Foreign Services (AFS)	241
		Administrative Support (AS)	40



Separate Agencies	Bargaining Agents	Bargaining Units	Population
Statistical Survey Operations (SSO)	PSAC	All Unionized Employees (SSO) *	2,208
Staff of the Non-Public Funds, Canadian Forces (SNPF-CF)	<i>Note: The SNPF-CF is not a publicly funded separate agency. The population data for this employer is unavailable.</i>		
<b>TOTAL POPULATION</b>			<b>67,784</b>

\*Bargaining units that have not provided notice to bargain for the 2021 round of collective bargaining.

## 1.4 Negotiations with the Operational Services (SV) Group

In this round of bargaining, PSAC (SV group) and TBS officials were engaged in six (6) negotiation sessions for the SV group between June 2021 and May 2022. The parties were also engaged in five (5) negotiations sessions at the Common Issues Table, between June 2021 and March 2022.

As noted in Table 6, the parties have agreed to and “signed-off” on items during negotiations and mediation. It is the Employer’s position that these items should form part of a final negotiated settlement.

**Table 6: Proposals Agreed to by the Parties (In Principle)**

	ITEM	DETAILS
<b>During negotiations</b>	Appendix “B”: General Labour and Trades Group, Hours of work (1.04) and Overtime (1.07)	Corrected erroneous references
	Appendix “G”: Ships’ Crews, Armed Boarding Allowance	Deleted duplicate paragraph in the French version of the collective agreement
	Appendix “B”: General Labour and Trades Group, Supervisory Differential	Corrected references in French version of the collective agreement
	Appendix “C”: General Services Group, Supervisory Differential	
	Appendix “E”: Hospital Services Group, Supervisory Differential	
<b>During mediation</b>	Article 32, Designated Paid Holidays	Addition of the National Day for Truth and Reconciliation
	Article 65, Part-time Employees	Increase to the percentage part-time employees are paid in lieu of designated holidays
	Appendix “A”: Firefighters, Designated paid holidays	Rather than a finite number for lieu days, number of designated paid holidays to align with Article 32

## 1.5 Bargaining Agent Proposals

The Bargaining Agent has submitted an extensive list of proposals, including new allowances and measures that currently do not exist in the SV collective agreement. As noted in Table 7, the Bargaining Agent's monetary proposals are significant, which include annual economic increases of 4.5% over three years as well as numerous sub-group specific monetary items. In sum, all monetary demands represent a total ongoing cost of approximately \$371.2M or 47.11% of the SV group wage base.

*To note, the items highlighted in green were resolved by the parties during the mediation session for the SV group held October 11 to 14, 2022.*

**Table 7: Bargaining Agent Monetary Proposals**

To note, there are a number of Bargaining Agent proposals that have a monetary impact/cost that the Employer has not been able to cost given the lack of information provided (e.g., lack of clarification of extension of eligibility or scope).

BARGAINING AGENT MONETARY PROPOSALS	COST (Ongoing)	% OF WAGE BASE
<b>1. Common proposals</b> <ul style="list-style-type: none"> <li>• Leave for Indigenous Traditional Practices</li> <li>• NJC Bilingualism Bonus increased from \$800 to \$1,500</li> <li>• Increase accrual of vacation leave entitlements</li> <li>• Various changes to the Maternity and Parental Leave and Allowance Provisions</li> <li>• Social Justice Fund (1 cent per hour worked for each employee in the bargaining unit)</li> </ul>	\$9,622,690	1.22%
2. Economic increases of 4.5% a year for 3 years	\$111,245,999	14.12%
3. 20% wage adjustment for all FR rates	\$11,787,761	1.50%
4. 14.8% wage adjustment for all GL-COI rates	\$4,608,133	0.58%
5. 14.8% wage adjustment for all GL-EIM rates	\$6,385,557	0.81%
6. 14.8% wage adjustment for all GL-ELE rates	\$2,215,940	0.28%
7. 14.8% wage adjustment for all for GL-MAM rates	\$7,032,501	0.89%
8. 14.8% wage adjustment for all GL-PIP rates	\$3,758,865	0.48%
9. 14.8% wage adjustment for all GL- VHE rates	\$8,553,905	1.09%
10. 14.8% wage adjustment for all GL-WOW rates	\$3,748,074	0.48%
11. 14.8% wage adjustment for all GL-AIM rates	\$40,519	0.01%
12. 14.8% wage adjustment for all GL-AMW rates	N/A (0 population)	
13. 14.8% wage adjustment for all GL-GHW rates	\$12,055	0.00%
14. 14.8% wage adjustment for all GL-INM rates	\$78,564	0.01%
15. 14.8% wage adjustment for all GL-MAN rates	\$11,422,022	1.45%
16. 14.8% wage adjustment for all GL-MDO rates	\$4,868,602	0.62%

<b>BARGAINING AGENT MONETARY PROPOSALS</b>	<b>COST (Ongoing)</b>	<b>% OF WAGE BASE</b>
17. 14.8% wage adjustment for all GL-MOC rates	\$1,312,495	0.17%
18. 14.8% wage adjustment for all GL-MST rates	\$254,390	0.03%
19. 14.8% wage adjustment for all GL-PCF rates	\$1,821,558	0.23%
20. 14.8% wage adjustment for all GL-PRW rates	\$786,017	0.10%
21. 14.8% wage adjustment for all GL-SMW rates	\$1,138,993	0.14%
22. 12.7% wage adjustment for all GS rates	\$32,070,557	4.07%
23. 12.7% wage adjustment for all HS rates	\$3,126,824	0.40%
24. 13.4% wage adjustment for all HP rates	\$8,045,895	1.02%
25. 27.2% wage adjustment for all SC-DED rates	\$20,453,548	2.60%
26. 27.2% wage adjustment for all SC-ERD rates	\$4,789,909	0.61%
27. 27.2% wage adjustment for all SC-STD rates	\$7,451,987	0.95%
28. 27.2% wage adjustment for all SC-SPT rates	\$648,118	0.08%
29. 17.6% wage adjustment for all LI rates	\$1,624,453	0.21%
30. Article 2: Definition to family – expand definition	\$1,076,081	0.14%
31. Article 22: Health and Safety – provide immunization or prophylactic drugs at Employee request	More data required to cost	
32. Article 25: Hours of Work – reduce weekly hours of work to 37.5 without reduction in pay, leave, or benefits	\$50,811,975	6.45%
33. Article 25: Hours of work – GS-FOS working non-shift to receive \$5.00 (increase from \$2.25) for hours worked between 16:00 and 08:00, and expand eligibility to all GS	More data required to cost	
34. Article 27: Shift and Weekend Premiums – remove exclusion/extend eligibility to Firefighters and Ships' Crews, \$5.00 (increase from \$2.25) for hours worked between 16:00 and 08:00	More data required to cost	
35. Article 27: Shift and Weekend Premiums – increase shift premium from \$2.25 to \$5.00	\$2,638,629	0.33%
36. Article 27: Shift and Weekend Premiums – NEW, \$8.00 shift premium for hours worked between 00:00 and 08:00	More data required to cost	
37. Article 27: Shift and Weekend Premiums – increase weekend premium from \$2.00 to \$5.00	\$2,057,959	0.26%
38. Article 29: Overtime – all overtime at double time	\$8,416,750	1.07%
39. Article 29: Overtime – increase overtime meal allowance to NJC Lunch Rate (\$23.05 - October 1, 2022, rate)	\$161,909	0.02%
40. Article 30: Call-back Pay - remove maximum 8 hours compensation, remove requirement for time to be non-contiguous	More data required to cost	
41. Article 31: Standby – double compensation from half (1/2) for each four (4)-hour period to one (1) hour	\$6,500,221	0.82%

<b>BARGAINING AGENT MONETARY PROPOSALS</b>	<b>COST (Ongoing)</b>	<b>% OF WAGE BASE</b>
42. Article 32: Designated Paid Holidays – add National Day of Truth and Reconciliation to list	See note 1	!
43. Article 32: Designated Paid Holidays – all overtime at double time	See row 12	
44. Article 37: Vacation leave with pay – removal of Employer authority to schedule vacation leave and amendment to eligibility for carry-over	More data required to cost	
45. Article 38: Sick leave with pay – Employee to be compensated for all time and costs associated with obtaining a medical certificate	More data required to cost	
46. Article 40: Injury on duty leave – extend eligibility and align duration of leave with pay with worker's compensation authority	More data required to cost	
47. Article 46: Family Related Responsibility Leave (FRRL) – increase to 75 hours	\$5,349,787	0.68%
48. Article 46: FRRL – additions and amendments to eligible situations (assuming entitlement is increased to 75 hours)	\$906,983	0.12%
49. Article 46: FRRL – remove cap on use for appointments with a legal or paralegal representative (assuming entitlement is increased to 75 hours)		
50. Article 46: FRRL – remove the word unforeseeable in 44.06 g. (assuming entitlement is increased to 75 hours)	\$4,611,775	0.59%
51. Article 49: Bereavement Leave with Pay – <ul style="list-style-type: none"> <li>Expansion to definition of family (linked to row 2)</li> <li>Increase in travel days from 3 days to 5 days</li> <li>Leave for miscarriage</li> <li>Leave for death of a person in respect of whom the employee is on Caregiving Leave at the time of death</li> <li>No limit to once in a career for non-consanguinity</li> </ul>	\$468,864	0.06%
52. Article 63: Dangerous goods – expand eligibility to include handling and transporting, change from daily allowance of \$3.50 with a maximum of \$75 monthly to a \$150 monthly allowance (non-GS)	Need more data to cost	
53. NEW Article: Helicopter work premium – employees working during helicopter operations receive premium of one time their hourly rate in addition to regular pay per day	Need more data to cost	
54. Appendix A, Firefighters, clause 5.01, Long Service Pay – change from dollar value to percentage of employee annual salary	\$662,769	0.1%

<b>BARGAINING AGENT MONETARY PROPOSALS</b>	<b>COST (Ongoing)</b>	<b>% OF WAGE BASE</b>
55. Appendix A, Firefighters, clause 6.01, Compensation for designated paid holidays – alignment with Article 32, Designated paid holidays	See note 1	-
56. Appendix B, General Labour and Trades Group, clause 6.01, Dirty Work Allowance – extend eligibility	More data required to cost	
57. Appendix B, General Labour and Trades Group, clause 7.01, Height pay – extend eligibility from higher than 30 feet or more to 10 feet or more	More data required to cost	
58. Appendix B, General Labour and Trades Group, Annex E, Lockmasters, Bridgemasters and Canal Operators, 11a, Shift and weekend premiums – <ul style="list-style-type: none"> <li>Shift premiums <ul style="list-style-type: none"> <li>\$5.00 (increase from \$2.25) for hours worked between 16:00 and 08:00</li> <li>NEW \$8.00 shift premium for hours worked between 00:00 and 08:00</li> </ul> </li> <li>Weekend premium, increase from \$2.00 to \$5.00</li> </ul>	See rows 7 to 11	
59. Appendix B, General Labour and Trades Group, Annex N, GL-MAM, Refrigeration HVAC Technicians – increase HVAC allowance from \$8,480 to \$10,500	\$185,002	0.02%
60. Appendix B, General Labour and Trades Group, Annex N, GL-MAM, Refrigeration HVAC Technicians – extend eligibility to building systems technicians and equivalents	More data required to cost	
61. Appendix C, General Services Group, clause 6.01, Dangerous Goods – increase monthly allowance from \$75 to \$150, costing does not include expanded eligibility (linked to row 26)	\$334,992	0.04%
62. Appendix C, General Services Group, NEW clause 6.02 – NEW Dirty work allowance with extended eligibility	More data required to cost	
63. Appendix D, Heating, Power and Stationary Plant Group, clause 5.01, shift premium – <ul style="list-style-type: none"> <li>Extend eligibility to GS classified employees working 10 hours shifts</li> <li>\$5.00 (increase from \$2.25) for hours worked between 16:00 and 08:00</li> <li>NEW \$8.00 shift premium for hours worked between 00:00 and 08:00</li> </ul>	See rows 7 to 11	
64. Appendix D, Heating, Power and Stationary Plant Group, NEW clause 6.01 – NEW Dirty work allowance with extended eligibility	More data required to cost	

<b>BARGAINING AGENT MONETARY PROPOSALS</b>	<b>COST (Ongoing)</b>	<b>% OF WAGE BASE</b>
65. Appendix F, Lightkeepers, Supplementary allowance – increase to full-time station allowances <ul style="list-style-type: none"> <li>in 1- and 2-employee stations: from \$2,371 to \$2,800</li> <li>in 4-employee stations: from \$2,032 to \$2,400</li> </ul>	\$54,867	0.01%
66. Appendix F, Lightkeepers – NEW Non-Rotational Lightstation Service Monthly Allowance, \$352.35 for each month the employee is assigned to a non-rotational lightstation.	\$247,350	0.03%
67. Appendix F, Lightkeepers – NEW in addition vacation leave, two days travel time leave with pay per year	\$41,027	0.01%
68. Appendix G, Ships' Crews, 7, Meals and quarters <ul style="list-style-type: none"> <li>when vessel is away from home port, employee to be on travel status, as per NJC Travel Directive, and rather than be reimbursed for reasonable costs for meals and lodging, eligible for NJC rates</li> <li>when vessel is in home port, increase from \$13 or \$14 per day for meals to NJC rates (e.g., breakfast, lunch, and dinner (\$102.45 in Canada and USA))</li> </ul>	More data required to cost	
69. Appendix G, Ships' Crews, NEW Designated paid holidays – double time for all Ships' Crews classified employees changing shifts on a designated paid holiday	More data required to cost	
70. Appendix G, Ships' Crews, NEW Leave with pay for Family-Related Responsibilities – no more than 8 hours of FRR would be deducted from employee credits for use of entire shift (e.g., 12-hour shift)	\$445,662	0.06%
71. Appendix G, Ships' Crews, NEW Seagoing allowance –all Ships' Crews classified employees to receive \$800 per month for every month where 2 consecutive days spent at sea	\$17,353,440	2.20%
<b>Total (all proposals that have a monetary impact)</b>	<b>\$371,231,969</b>	<b>47.11%</b>

## 1.6 Employer Proposals

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

The Employer's monetary proposals, with the associated costs, are included in Table 8.

To note, the items highlighted in green were resolved by the parties during the mediation session for the SV group held October 11 to 14, 2022.

**Table 8: Employer Monetary Proposals**

EMPLOYER MONETARY PROPOSALS	COST (Ongoing)	% OF WAGE BASE
<b>Common proposals</b>		
Joint Learning Plan base funding increase by GEI	Costs reflected under Bargaining Agent Proposals for PA Group	0.00%
<b>SV Proposals</b>		
Economic increases over four years: 1.5%, 3%, 2% and 1.75%.	\$67,000,255	8.50%
Article 32, Designated paid holidays – add National Day of Truth and Reconciliation <sup>1</sup>	See note 1	-
Article 61, Correctional Service Specific Duty Allowance – add eligibility of CORCAN Community Industries (renders a number of GS and GL classified employees eligible)	\$93,600	0.01%
Article 65, Part-time employees - increase percentage paid in lieu of designated paid holidays from 4.25% 4.6%	\$31,557	0.00%
Appendix A, Firefighters, clause 6.01, Compensation for designated paid holidays – alignment with Article 32, Designated paid holidays	See note 1	-
Appendix A, Firefighters, clause 5.01, Long Service Pay, increase annuals amounts – <ul style="list-style-type: none"> <li>5 to 9 years: from \$833 to \$890</li> <li>10 to 15 years: from \$956 to \$1,022</li> <li>15 to 19 years: from \$1,103 to \$1,180</li> <li>20 to 24 years: from \$1,249 to \$1,335</li> <li>25 to 29 years: from \$1,395 to \$1,490</li> <li>30 years or more: from \$1,541 to \$1,648</li> </ul>	\$591,438	0.08%
Appendix B, General Labour and Trades, Annex N, GL-MAM, Refrigeration HVAC Technicians – Increase annual terminable allowance from \$8,480 to \$9,065	\$56,984	0.01%
Appendix F, Lightkeepers, Annex B, Adjustment in rates of pay, Supplementary allowance – increase to Full-time supplementary allowances <ul style="list-style-type: none"> <li>1- and 2-employee stations: from \$2,371 to \$2,535</li> <li>4-employee stations: from \$2,032 to \$2,172</li> </ul>	\$22,830	0.00%
Appendix G, Ships' Crews, Rescue specialist allowance – increase monthly allowance from \$175 to \$187	\$56,308	0.01%
<b>TOTAL</b>	<b>\$67,852,970</b>	<b>8.61%</b>

**Notes:**

1. The Government of Canada proclaimed that September 30 will be the National Day for Truth and Reconciliation (NDTR), a new national holiday. Article 30.02(l) entitled members of the bargaining group to a designated paid holiday to observe this day, starting in 2021.

The parties agreed to identify the NDTR in Article 32 while retaining the provision to add one additional day when proclaimed by an act of Parliament as a national holiday. Generally, the productivity cost of introducing a new designated paid holiday is roughly equivalent to 0.36% of wages, assuming a similar economic increase proposal. Much like the productivity cost of introducing the NDTR in 2021, a new designated paid holiday introduced in future years would carry the same productivity cost.

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

## 1.7 Common Proposals

As previously indicated, at the outset of this round of negotiations, the Employer and the Bargaining Agent agreed to convene a separate fifth table to negotiate items that would apply to all four tables (PA, SV, TC and EB), known as the "Common Issues Table". Thirty-five (35) items, listed below, have been identified by the parties for discussion at the Common Issues Table.

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

1. Article 2 Interpretation and Definition
2. Article 7 National Joint Council Agreements
3. Article 10 Information
4. Article 11 Check Off
5. Article 12 Use of Employer Facilities
6. Article 14 Leave with or without Pay for Alliance Business
7. Article 17 Discipline
8. Article 19 No Discrimination
9. Article 20 Sexual Harassment
10. Article 23 Job Security
11. Article 24 Technological Changes
12. Article 33 Leave, General
13. Article 34 Vacation Leave with Pay
14. Article 38 Maternity Leave without Pay
15. Article 40 Parental Leave without Pay
16. Article 41 Leave without Pay for the Care of Family
17. Article 56 Statement of Duties
18. Article 68 Duration



19. **New Article** The Right to Disconnect
20. **New Article** Protections Against Contracting Out
21. **New Article** Remote Work
22. **New Article** Equity in the Workplace
23. **New Article** Leave for Indigenous Traditional Practice
24. **New Article** Social Justice Fund
25. Appendix A-1 Rates of Pay
26. Appendix C Memorandum of Understanding with Respect to a Joint Learning Program
27. Appendix D Workforce Adjustment
28. Appendix F Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to the Implementation of the Collective Agreement
29. Appendix K Memorandum of Agreement with Respect to Implementation of Union Leave
30. Appendix M Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Mental Health in the Workplace
31. Appendix N Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Child Care
32. **New Appendix** Bilingualism Allowance and Language Training
33. **New Appendix** Memorandum of Understanding between the Treasury Board and the Public Service Alliance of Canada with Respect to Diversity and Inclusion in the Workplace
34. **New Appendix** Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Gender-Inclusive Language
35. Pay Simplification

## **Part II – Considerations**

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

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

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

## 2.1 Recruitment and Retention

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

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

TBS surveyed departments to identify potential problems in recruiting and retaining employees and the impact of such difficulties. Although there were pockets of recruitment and retention issues identified by certain departments, the overall group dynamics are generally stable.

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

### Total population

Table 9 presents information for each of the eight SV occupational sub-groups. Over the reference period, the FR group has shown strong growth, increasing each year since 2016-2017, while the population for the LI group has experienced substantial increases over the last two fiscal years. The GL, GS and SC groups (which represent close to 90% of the bargaining unit) showed stable population over the five-year period.

While the HS group experienced a decrease in population after the first fiscal year, this was due to the transfer of Ste-Anne's hospital employees to the Government of Quebec, and not due to any recruitment or retention problems.

Finally, it is worth mentioning that, given the small size of the PRS classification, any variation year over year variations within the group should be interpreted with caution.

**Table 9: Population**

Population					
	2016-17	2017-18	2018-19	2019-20	2020-21
<b>FR group</b>					
<b>12-months average population</b>	487	513	520	538	543
<b>Year-to-year (y/y) increase</b>	-	5.3%	1.3%	3.6%	0.9%
<b>Core Public Administration y/y increase</b>	-	2.1%	4.4%	5.2%	4.2%
<b>GL group</b>					
<b>12-months average population</b>	4,289	4,255	4,297	4,387	4,368
<b>Year-to-year (y/y) increase</b>	-	-0.8%	1.0%	2.1%	-0.4%
<b>Core Public Administration y/y increase</b>	-	2.1%	4.4%	5.2%	4.2%

Population					
	2016-17	2017-18	2018-19	2019-20	2020-21
<b>GS group</b>					
12-months average population	3,078	3,116	3,192	3,287	3,334
Year-to-year (y/y) increase	-	1.2%	2.4%	3.0%	1.4%
Core Public Administration y/y increase	-	2.1%	4.4%	5.2%	4.2%
<b>HP group</b>					
12-months average population	407	405	402	399	388
Year-to-year (y/y) increase	-	-0.5%	-0.7%	-0.7%	-2.8%
Core Public Administration y/y increase	-	2.1%	4.4%	5.2%	4.2%
<b>HS group</b>					
12-months average population	328	260	245	248	259
Year-to-year (y/y) increase	-	-20.6%	-5.8%	1.3%	4.5%
Core Public Administration y/y increase	-	2.1%	4.4%	5.2%	4.2%
<b>LI group</b>					
12-months average population	84	80	78	86	98
Year-to-year (y/y) increase	-	-4.4%	-2.5%	9.2%	14.7%
Core Public Administration y/y increase	-	2.1%	4.4%	5.2%	4.2%
<b>PRS group</b>					
12-months average population	3	4	5	5	3
Year-to-year (y/y) increase	-	27.8%	30.4%	-10.0%	-33.3%
Core Public Administration y/y increase	-	2.1%	4.4%	5.2%	4.2%
<b>SC group</b>					
12-months average population	1,238	1,232	1,267	1,329	1,317
Year-to-year (y/y) increase	-	-0.5%	2.8%	4.9%	-0.9%
Core Public Administration y/y increase	-	2.1%	4.4%	5.2%	4.2%

Source: Incumbent file

Notes:

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

Population growth as presented above is the result of hirings (inflow) and separations (outflow). In general, if there is a decreasing number of separations or an increasing number of hires, the group is not facing recruitment and retention challenges. To better understand the dynamics between the two flows, the following analysis presents how hirings (Table 10) and separations (Table 11) have evolved for the eight SV occupational sub-groups.

## Hirings

Table 10 shows the inflow of employees, hired from outside (external) or from inside (internal) the CPA, into the SV bargaining unit.

The table does not suggest any concerns when taken in conjunction with the other metrics in this section. To begin, Bargaining Agent concerns from the last round were addressed by providing a market adjustment to the LI group, which has had a drastic impact on hires. Indeed, hires were very strong in that group over the reference period, more than tripling since the 2017-18 fiscal year. For the FR group, while the hiring rates were substantially lower than the CPA average, separations (Table 11) have also been extremely low, meaning that departments have not needed to hire at the same rate as for other groups in the CPA.

The remaining groups also display declining hiring rates over time but those too can be explained by the very low separation rates experienced by these groups, reducing the need for new hires. In addition, the data on job advertisements presented below in Table 12 will show that there are large pools of applicants for SV openings suggesting that the group not currently experiencing any recruitment concerns.

**Table 10: Hiring**

Hiring	2016-17	2017-18	2018-19	2019-20	2020-21
<b>FR</b>					
External Hiring	48	29	26	49	11
Internal Hiring	0	2	0	0	1
Total Hiring (external and internal)	48	31	26	49	12
Total Hiring Rate	9.9%	6.0%	5.0%	9.1%	2.2%
CPA Total Hiring Rate	9.2%	11.6%	14.1%	13.9%	11.5%
<b>GL</b>					
External Hiring	314	334	459	386	305
Internal Hiring	50	36	23	20	32
Total Hiring (external and internal)	364	370	482	406	337
Total Hiring Rate	8.5%	8.7%	11.2%	9.3%	7.7%
CPA Total Hiring Rate	9.2%	11.6%	14.1%	13.9%	11.5%
<b>GS</b>					
External Hiring	268	301	367	398	206
Internal Hiring	45	26	33	27	38
Total Hiring (external and internal)	313	327	400	425	244
Total Hiring Rate	10.2%	10.5%	12.5%	12.9%	7.3%
CPA Total Hiring Rate	9.2%	11.6%	14.1%	13.9%	11.5%

<b>HP</b>					
<b>External Hiring</b>	19	33	23	23	23
<b>Internal Hiring</b>	10	9	3	2	5
<b>Total Hiring (external and internal)</b>	29	42	26	25	28
<b>Total Hiring Rate</b>	7.1%	10.4%	6.5%	6.3%	7.2%
<b>CPA Total Hiring Rate</b>	9.2%	11.6%	14.1%	13.9%	11.5%
<b>HS</b>					
<b>External Hiring</b>	25	11	15	30	16
<b>Internal Hiring</b>	1	1	3	0	4
<b>Total Hiring (external and internal)</b>	26	12	18	30	20
<b>Total Hiring Rate</b>	7.9%	4.6%	7.3%	12.1%	7.7%
<b>CPA Total Hiring Rate</b>	9.2%	11.6%	14.1%	13.9%	11.5%
<b>LI</b>					
<b>External Hiring</b>	6	5	9	12	17
<b>Internal Hiring</b>	1	0	0	2	0
<b>Total Hiring (external and internal)</b>	7	5	9	14	17
<b>Total Hiring Rate</b>	8.3%	6.2%	11.5%	16.4%	17.3%
<b>CPA Total Hiring Rate</b>	9.2%	11.6%	14.1%	13.9%	11.5%
<b>PR (S)</b>					
<b>External Hiring</b>	0	2	0	0	0
<b>Internal Hiring</b>	1	2	0	0	0
<b>Total Hiring (external and internal)</b>	1	4	0	0	0
<b>Total Hiring Rate</b>	33.3%	104.3%	0.0%	0.0%	0.0%
<b>CPA Total Hiring Rate</b>	9.2%	11.6%	14.1%	13.9%	11.5%
<b>SC</b>					
<b>External Hiring</b>	195	162	138	143	98
<b>Internal Hiring</b>	4	7	5	2	2
<b>Total Hiring (external and internal)</b>	199	169	143	145	100
<b>Total Hiring Rate</b>	16.1%	13.7%	11.3%	10.9%	7.6%
<b>CPA Total Hiring Rate</b>	9.2%	11.6%	14.1%	13.9%	11.5%

Source: PSC Appointments file

Notes:

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

## Separations

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

Table 11 shows separation rates for the SV bargaining unit from 2016-17 to 2020-21. As mentioned in the previous section, the FR group has displayed extremely low separation rates that are consistently below that of the CPA average. Moreover, the separation rates for the GL, GS, HS, LI and SC rates have been improving consistently over time. This shows a very positive trend for these groups and signifies that fewer employees are leaving over time. In terms of the HS group, the higher separation rates were due to the transfer of some employees to the Government of Quebec. Finally, while it might appear that the HP had an increase in the final year, a further review shows that this was due to an increase in retirements for that year and not because they were leaving for outside employment (voluntary non-retirements), with only one employee doing so.

As apparent in Table 11, very few employees in the SV group leaving the public service voluntarily for outside employment and most groups experienced a consistent decline in overall separations over the reference period. This further demonstrates that the federal government continues to offer attractive terms and conditions, and very competitive wages, making it a highly sought-after employer.

**Table 11: Separations**

Separations	2016-17	2017-18	2018-19	2019-20	2020-21
<b>FR group</b>					
<b>External Separations</b>	26	25	17	17	16
<i>Voluntary - Non-Retirements</i>	8	5	0	1	0
<i>Voluntary - Retirements</i>	16	15	15	14	16
<i>Involuntary</i>	1	2	0	1	0
<i>Unspecified</i>	1	6	2	1	0
<b>Internal Separations</b>	1	0	0	0	0
<b>Total Separations (internal and external)</b>	26	29	17	17	16
<b>Total Separation Rate</b>	5.5%	4.9%	3.3%	3.2%	2.9%
<b>CPA Total Separation Rate</b>	8.2%	8.3%	8.8%	9.0%	7.7%
<b>GL group</b>					
<b>External Separations</b>	296	291	279	274	261
<i>Voluntary - Non-Retirements</i>	46	35	35	43	37
<i>Voluntary - Retirements</i>	189	218	215	197	197
<i>Involuntary</i>	56	37	16	17	18
<i>Unspecified</i>	5	1	13	17	9



<b>Internal Separations</b>	76	82	91	88	66
<b>Total Separations (internal and external)</b>	372	373	370	362	327
<b>Total Separation Rate</b>	8.7%	8.8%	8.6%	8.3%	7.5%
<b>CPA Total Separation Rate</b>	8.2%	8.3%	8.8%	9.0%	7.7%
<b>GS group</b>					
<b>External Separations</b>	188	181	228	210	157
<i>Voluntary - Non-Retirements</i>	23	26	36	32	20
<i>Voluntary - Retirements</i>	146	141	159	154	112
<i>Involuntary</i>	17	10	16	8	6
<i>Unspecified</i>	2	4	17	16	19
<b>Internal Separations</b>	75	88	107	103	80
<b>Total Separations (internal and external)</b>	263	269	335	313	237
<b>Total Separation Rate</b>	8.5%	8.6%	10.5%	9.5%	7.1%
<b>CPA Total Separation Rate</b>	8.2%	8.3%	8.8%	9.0%	7.7%
<b>HP group</b>					
<b>External Separations</b>	35	24	31	25	39
<i>Voluntary - Non-Retirements</i>	4	3	5	5	1
<i>Voluntary - Retirements</i>	28	21	25	19	27
<i>Involuntary</i>	3	0	0	1	11
<i>Unspecified</i>	0	0	1	0	0
<b>Internal Separations</b>	16	9	1	0	8
<b>Total Separations (internal and external)</b>	51	33	32	25	47
<b>Total Separation Rate</b>	12.5%	8.2%	8.0%	6.3%	12.1%
<b>CPA Total Separation Rate</b>	8.2%	8.3%	8.8%	9.0%	7.7%
<b>HS group</b>					
<b>External Separations</b>	336	55	15	13	13
<i>Voluntary - Non-Retirements</i>	4	3	2	3	5
<i>Voluntary - Retirements</i>	6	13	6	7	6
<i>Involuntary</i>	326	38	4	1	0
<i>Unspecified</i>	0	1	3	2	2
<b>Internal Separations</b>	3	4	4	5	6
<b>Total Separations (internal and external)</b>	339	59	19	18	19
<b>Total Separation Rate</b>	103.5%	22.7%	7.8%	7.3%	7.3%
<b>CPA Total Separation Rate</b>	8.2%	8.3%	8.8%	9.0%	7.7%
<b>LI group</b>					
<b>External Separations</b>	3	9	7	6	4
<i>Voluntary - Non-Retirements</i>	0	0	1	0	0
<i>Voluntary - Retirements</i>	3	9	6	5	4
<i>Involuntary</i>	0	0	0	1	0
<i>Unspecified</i>	0	0	0	0	0
<b>Internal Separations</b>	0	1	0	0	0
<b>Total Separations (internal and external)</b>	3	10	7	6	4

<b>Total Separation Rate</b>	3.6%	12.4%	8.9%	7.0%	4.1%
<b>CPA Total Separation Rate</b>	8.2%	8.3%	8.8%	9.0%	7.7%
<b>PR (S) group</b>					
<b>External Separations</b>	0	0	0	0	0
<i>Voluntary - Non-Retirements</i>	0	0	0	0	0
<i>Voluntary - Retirements</i>	0	0	0	0	0
<i>Involuntary</i>	0	0	0	0	0
<i>Unspecified</i>	0	0	0	0	0
<b>Internal Separations</b>	2	1	0	1	1
<b>Total Separations (internal and external)</b>	2	1	0	1	1
<b>Total Separation Rate</b>	66.7%	26.1%	0.0%	22.2%	33.3%
<b>CPA Total Separation Rate</b>	8.2%	8.3%	8.8%	9.0%	7.7%
<b>SC group</b>					
<b>External Separations</b>	96	82	74	54	70
<i>Voluntary - Non-Retirements</i>	15	14	6	6	9
<i>Voluntary - Retirements</i>	68	56	60	42	58
<i>Involuntary</i>	11	9	4	2	0
<i>Unspecified</i>	2	3	4	4	3
<b>Internal Separations</b>	56	67	52	40	18
<b>Total Separations (internal and external)</b>	152	149	126	94	88
<b>Total Separation Rate</b>	12.3%	12.1%	9.9%	7.1%	6.7%
<b>CPA Total Separation Rate</b>	8.2%	8.3%	8.8%	9.0%	7.7%

**Notes:**

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

**Job advertisements**

Table 12 presents job advertisement figures for the eight SV sub-groups. The analysis focuses on total applications per advertisement and total screened-in applications per job advertisement. These indicators shed light on how the labour market responds in times of hiring needs.

For example, in the 2020-21 fiscal year, the GL group had almost seven times the number of applicants screened-in compared to the CPA median, while the GS group

had almost six times more. To put those numbers into perspective, that is almost twice the size of the GL group population and more than twice the size of the GS group population. For the remaining groups, while the corresponding figures are below the CPA median, this relates to the highly specialized nature of the work performed by employees in those groups, which limits, relatively the less specialized CPA median, the pool from which to draw potential applicants.

**Table 12: Job advertisements**

<b>Job Advertisements</b>					
	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Total Advertisements</b>					
FR	8	2	4	4	4
GL	173	162	162	212	161
GS	87	75	92	88	71
HP	15	12	8	15	10
HS	5	1	1	3	1
LI	2	5	1	2	1
PRS	1	1	-	-	-
SC	18	24	28	17	18
CPA median	7	7	11	12	11
<b>Total Applications</b>					
FR	404	225	506	179	319
GL	8,517	6,878	9,767	10,982	11,182
GS	5,326	7,284	12,288	9,854	9,575
HP	302	359	221	624	676
HS	153	69	18	132	45
LI	95	190	196	125	310
PRS	27	12	-	-	-
SC	2,017	2,793	3,227	1,888	2,113
CPA median	542	460	1,167	1,158	1,475
<b>Total Applications Screened-In</b>					
FR	336	182	421	102	223
GL	5,720	4,753	6,551	7,971	8,585
GS	4,074	5,920	9,159	7,425	7,310
HP	207	257	21	31	52
HS	132	63	13	89	45
LI	63	153	168	97	221
PRS	10	0	-	-	-
SC	825	1,155	1,485	923	1,089
CPA median	416	374	953	929	1,240

Notes:

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

## **Conclusion**

The analysis on recruitment and retention metrics illustrates that salary levels for the SV bargaining unit are sufficient to attract and retain qualified employees within the group.

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

Consequently, the population grew steadily over the reporting period, providing no evidence of retention and recruitment challenges within the SV bargaining unit.

## **2.2 External Comparability**

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

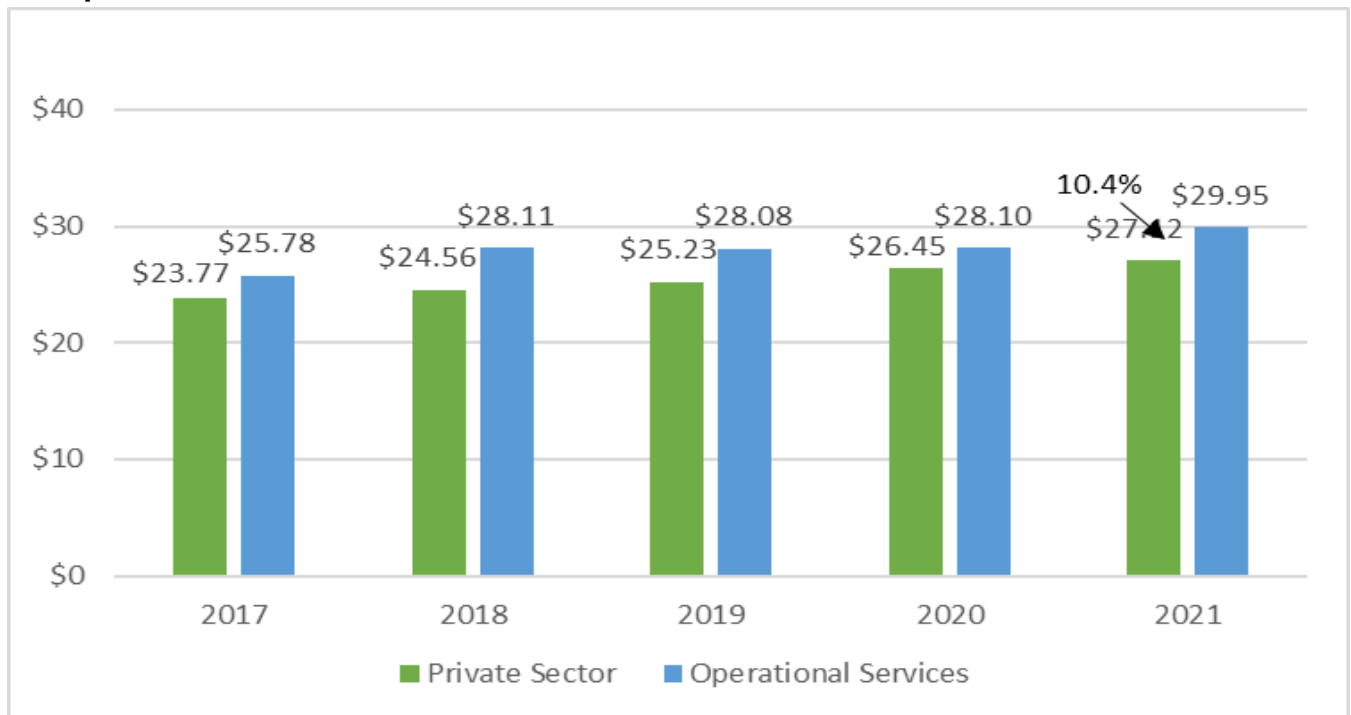
Section 2.2 compares the SV salaries, adjusted for hours worked, with private sector hourly earnings and then provides analysis on the salaries of the SV positions to comparable positions in the external markets. Lastly, this same section also presents the cumulative wage increases among the SV bargaining unit and the wage settlements in both public and private sectors.

### **Hourly wages for the SV group relative to the Private Sector**

This section compares SV salaries, adjusted for hours worked, with private sector hourly earnings that Statistics Canada publishes in its Survey of Employment, Payroll, and Hours (SEPH). The private sector includes a broad spectrum of jobs, including some that are comparable to the SV group. When determining wage increases for its employees, the government needs to consider federal public service wages relative to the wages that most Canadians earn. As shown in Figure 1, the average hourly wage for SV workers exceeded that provided in the private sector by 10.4% in 2021.

Moreover, the SV average hourly wage has increased by 16.1% between 2017 and 2021, while the average private sector hourly wage increased by 14.1% over the same period. Therefore, the average hourly wage gap between the private sector and the SV group has risen over time.

**Figure 1 Hourly Wage Distribution – Private Sector vs. Operational services (SV) Group**



Source: Survey of Employment, Payrolls and Hours (SEPH) (Table 14-10-0206-01) statistics represents the gross taxable income of employees and includes additional payments besides base pay (excluding overtime). Operational Services wages include base wage only and do not include allowances, overtime, and other premiums.

### Summary of External Wage Studies

TBS engaged the services of Korn Ferry, a third-party HR consultant, to study the base compensation of the SV group. Research was performed by examining the three selected salary surveys provided by TBS that concentrate on positions comparable to the SV group. The Korn Ferry database was also examined to target comparable positions. Job descriptions from all databases were examined and comparators chosen based on the scope and responsibilities of the benchmark positions.

There are several points to be aware of when considering the job matches made between TBS and the different survey sources. Job matches are based upon a solid understanding of the survey positions and the TBS position. Since survey job models are brief capsules, an experienced consultant is required to make appropriate matches. Also, different survey sources can have different definitions of expert, specialist or journey levels. As a rule of thumb, if a TBS job matches 80% of the survey model's activities, then it can be considered an appropriate match.

Compensation information was then collected at the job level for actual base salary based on organization weighting. Comparisons were made based on the TBS maximum salary compared to the median (P50) of the salary of the positions selected for

comparison. Where available, information is provided on the base salary reflecting the average, low (25th percentile), middle (50th percentile) and high end of the market (75th percentile)

The maximum level of a salary range is a good indicator of the expected salary of federal government employees. Generally, federal public sector base pay practices are calibrated such that employees will achieve the maximum base salary rate of pay (job rate) of their salary band based on a combination of tenure and performance. External to the public sector at any given level, the 50th percentile of a defined labour market typically represents the expected salary for “fully competent” job performance. Progression beyond the 50th percentile is reserved for a high relative performance and advanced competency growth. The choice of the 50th percentile as an acceptable benchmark is consistent with TBS’ key guiding compensation principle according to which compensation in the public service should be competitive with, but not lead, relevant external labour markets that provide similar work.

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

Overall, Table 13 indicates that SV wages are competitive across the 7 positions surveyed.

**Table 13: Summary of External Market Compensation by Selected Position for the SV Occupational Group**

Position Title	Position Classification	Average of Comparator Markets Base Salary P50 (2022)	TBS - Step 3 Salary Rate (2020)	TBS vs Average of Base Salary P50
Electrician (N/A) B1	GL EIM 11	\$85,178	\$78,786	92.50%
General Labour and Trades Support	GL ELE 03	\$49,983	\$49,546	99.10%
Building Operator/Maintainer	GL MAM 08	\$71,045	\$64,740	91.10%
General Maintenance Worker	GL MAN 05	\$60,894	\$58,834	96.60%
Automobile/Heavy Duty Mechanic	GL VHE 10	\$81,105	\$74,382	91.70%
Food Service Helper	GS FOS 02	\$39,181	\$45,038	114.90%
Storeperson – Multi-Function	GS STS 04	\$47,395	\$55,327	116.70%

\*TBS Rates effective August 5, 2020

In summary, TBS is competitive with the market (within +/-10%). TBS leads the market in 2 of the 7 positions and is within competitive norms for the remaining 5. The TBS position would be further improved with the signing of an agreement for this group as the current data from TBS is as of 2020 whereas market data is taken from 2022.

As always, it is important to note that total compensation elements were not taken into consideration for this analysis. The generous pension and benefits provisions afforded to federal employees were not taken into account. The stability of federal government employment was also not considered.

Based on the available evidence, the compensation package for the SV group is competitive and appealing as demonstrated through strong recruitment and retention metrics. The government submits that anything above its fair and equitable offer would disrupt the compensation framework and internal relativities across the CPA and place an undue burden on the Canadian taxpayer, most of whom do not benefit from the attractive total compensation package and employment stability enjoyed by the employees across all sub-groups of the SV group.

While conducting the wage comparability study for the SV group, Korn Ferry noted that it could not complete the work for three positions in the group. These positions belonged to the Ships' Crews (SC) sub-group and were as follows:

- Deckhand
- Leading Deckhand
- Quartermaster

Korn Ferry indicated that there was no salary information available in the database for the selected positions. The firm also indicated that they have also found this information difficult to obtain for these types of surveys for numerous other clients as well.

Nevertheless, TBS and PSAC engaged in a joint study in 2019, which sought to survey the labour market to understand the base salary regime for positions that matched or came close to matching positions in the SC sub-group.

As shown in Table 14, Mercer found that TBS was within the Mercer defined market competitive range (i.e., +/-10% of market P50) of base salary for all four positions as at March 2019

**Table 14 – Summary of the 2019 Base Mercer Salary Comparability Study for the Ships Crews Occupational Sub-group**

TBS POSITION TITLE	Class	TBS Max	Orgs	Obs	P50	As % of P50
Deckhand	SC-2	\$54,072	8	139	\$54,140	0%

Boatswain	SC-5	\$59,496	5	10	\$56,420	5%
Engine Room Assistant	SC-3	\$55,824	7	12	\$55,965	0%
Steward	STD-1	\$52,896	6	38	\$50,450	5%

### Comparison of External Wage Growth for the SV Group as Compared to Wage Growth in the Wider Canadian Unionized Market

This section compares how wages have grown between 2012 and 2020 among the SV sub-groups, relative to wage settlements over the same period in the public and private sectors (as measured by ESDC<sup>4</sup>). As is shown in Table 15, all eight occupational sub-groups enjoyed higher cumulative wage increases than what the public sector obtained over the same period (13.2%) and their cumulative wage increases outpaced inflation (14.2%). Furthermore, the majority of SV employees benefited from wage increases that outpaced private sector (18.1%) settlements over the same period.

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

**Table 15: SV Wage Growth vs. Other Sectors between 2012 and 2020**

External Cumulative Increase Comparison (2012 - 2020)											
	ESDC Public Sector	ESDC Private Sector	CPI	SV Group							
				FR	GL	GS	HP	HS	LI	SC	PR(S)
Cumulative Increase	13.2%	18.1%	14.2%	33.6%	19.4%	16.7%	33.5%	16.7%	28.4%	23.6%	16.4%

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

## 2.3 Internal Relativity

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

<sup>4</sup> Wage settlements as reported by ESDC for employers that have more than 500 unionized employees. These data are weighted averages of the annual percentage "adjustments" in "base rates" during the period covered by the settlements. The "base rate" is the wage rate of the lowest paid classification containing a significant number of qualified workers in the bargaining unit. The "adjustments" include such payments as restructures and estimated cost-of-living allowance.



## Comparison of Internal Wage Growth, 2012 to 2020<sup>5</sup>

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

Table 16 shows the cumulative increases for the eight SV sub-groups and the overall CPA average. As shown in the table, the cumulative increases received by most of the SV employees are significantly above the CPA average.

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

**Table 16: SV Wage Growth vs. CPA**

Internal Cumulative Increase Comparison (2012 - 2020)									
	CPA Average	SV Group							
		FR	GL	GS	HP	HS	LI	SC	PR(S)
<b>Cumulative Increase</b>	18.7%	33.6%	19.4%	16.7%	33.5%	16.7%	28.4%	23.6%	16.4%

Notes: SV and CPA rates calculated by TBS from settlement rates (weighted average).

## 2.4 Economic and Fiscal Circumstances

### State of the Economy and the Government's Fiscal Position

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

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

Central banks throughout the world have responded to higher inflation by hiking interest rates from historical lows to reduce demand and lower inflation. The Bank of Canada,

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<sup>5</sup> The CPA average is weighted by the population of each bargaining group forming five employment categories: scientific and professional, administrative and foreign service, technical, administrative support, and operational. Percentages include economic increases, restructures, and terminable allowances.

notably, announced cumulative interest rate increases of 300 basis points, with interest rates rising from a pandemic low of 0.25% to 3.25% as of September 2022.

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

Employment, which swiftly recovered from pandemic losses, has recently stalled, and in August 2022, declined for the third consecutive month<sup>6</sup>. Compared to peak employment in May 2022, employment had already declined by 113,500 in the last three months to August 2022.

Canadians have also experienced a negative wealth shock. Indeed, the collective net worth of Canadian households – that is, total assets minus liabilities – fell by nearly \$1 trillion in the second quarter of 2022, representing a 6.1%<sup>7</sup> decline from the first quarter and ranking as the largest decline on record.

Many Canadians have responded to these worsening economic conditions by cutting back on their spending. According to Statistics Canada's latest reported figure, retail spending dropped 2.5% month over month in July 2022<sup>8</sup>, suggesting that consumers are becoming more frugal in the face of higher prices, falling wealth, and rapidly rising interest rates. Consumer spending is a critical component of real GDP growth and declining consumer spending is further evidence of an oncoming recession.

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

## **Real Gross Domestic Product (GDP) Growth**

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

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<sup>6</sup> Statistics Canada, Labour Force Survey, August 2022. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/220909/dq220909a-eng.htm>

<sup>7</sup> Statistics Canada, National balance sheet and financial flows, second quarter 2022. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/220912/dq220912a-eng.htm>

<sup>8</sup> Statistics Canada, Retail trade, July 2022. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/220923/dq220923a-eng.htm>

Prior to the sharp decline in real GDP in 2020, economic growth had moderated to 1.9% in 2019 (Table 17).

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

**Table 17: Real gross domestic production, year-over-year growth**

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

Source: Statistics Canada, Consensus Forecasts September 2022.

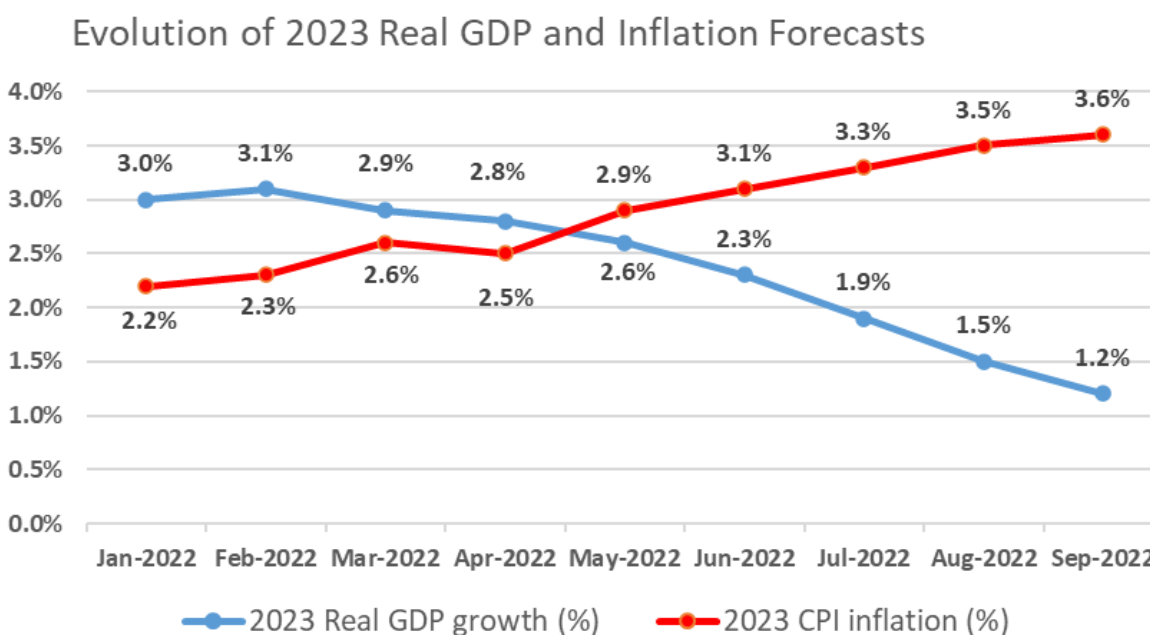
GDP returned to growth in 2021, increasing 4.6%. This rebound in growth was supported with historically high fiscal deficits and very stimulative monetary policy.

Real GDP matched its pre-pandemic levels earlier than expected in the fourth quarter of 2021<sup>9</sup>, marking the fastest recovery of the last three recessions. This economic resurgence, combined with the easing of public health restrictions and a strong housing market, helped boost economic activity. However, the productive capacity of the economy has been unable to keep up with consumer demand from a near fully re-opened economy.

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

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<sup>9</sup> Department of Finance, Budget 2022

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

Source: Consensus Economics, September 2022

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

### Risks to the Economic Outlook

As alluded to above, the economic outlook has recently deteriorated. Oxford Economics in their September 2022 Research Briefing stated<sup>10</sup>,

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

The Oxford Economics Research Briefing cites Canada’s historically high household debt and housing prices that have made the economy much more sensitive to changes in interest rates. Recent interest rate hikes by the Bank of Canada to combat inflation

<sup>10</sup> Oxford Economics, Canadian economy headed for a hard landing, September 2022. Source: <https://www.oxfordeconomics.com/resource/canadian-economy-heading-for-hard-landing/>

will cause debt service costs to jump and the significant housing correction already underway to deepen.

BMO economics is now also forecasting a recession in 2023, with 0% growth in the fourth quarter of 2022 and two quarters of negative growth in the first half of 2023.<sup>11</sup>

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

### **The Consumer Price Index**

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

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

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

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

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

A report by the Parliamentary Budget Officer examining inflation found that over the entire pandemic period inflation was concentrated in certain items, and that, 'This finding is consistent with the view that supply or sector-specific issues are a key driver of high inflation.'<sup>12</sup> This finding suggested that once pandemic related supply issues were resolved, inflation should have fallen back to the 2.0% Bank of Canada target.

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<sup>11</sup> BMO Economics, Canadian Economic Outlook for Sep. 23, 2022. Source: [https://economics.bmo.com/media/filer\\_public/5d/bb/5dbb825c-8aab-49fe-908b-42f901174aa4/outlookcanada.pdf](https://economics.bmo.com/media/filer_public/5d/bb/5dbb825c-8aab-49fe-908b-42f901174aa4/outlookcanada.pdf)

<sup>12</sup> Office of the Parliamentary Budget Officer, Inflation Monitor- June 2022. Source: <https://www.pbo-dpb.ca/en/publications/RP-2223-006-S--inflation-monitor-june-2022--surveillance-inflation-juin-2022>

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

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

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

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

*'The increase was the largest yearly change since January 1983. The acceleration in June was mainly due to higher prices for gasoline, however, price increases remained broad-based with seven of eight major components rising by 3% or more.'*<sup>13</sup>

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

**Table 18: Consumer Price Index, year-over-year growth**

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

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

The Bank of Canada is committed to restoring price stability, with low, stable, and predictable inflation. The Bank's stated goal is to get inflation back to its two percent target with a soft landing for the economy. To accomplish that, the Bank has repeatedly raised interest rates for a total of 300 basis points from a pandemic low of 0.25% to 3.25% through September 2022 to prevent high inflation from becoming entrenched.

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

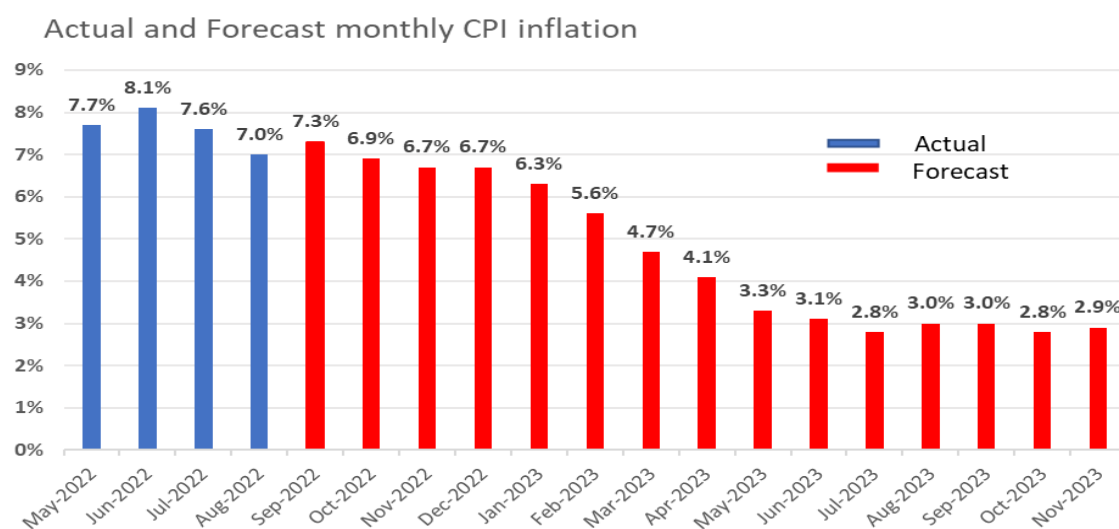
<sup>13</sup> Statistics Canada, June 2022 Consumer Price Index. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/220720/dq220720a-eng.htm>

In a speech to the Conference Board of Canada, the governor of the Bank of Canada gave the following advice to businesses<sup>14</sup>:

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

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

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



Source: Consensus Economics, Consensus Forecasts, September 2022.

### Risk to the inflation outlook

In their latest Monetary Policy report published in July 2022, the Bank of Canada (BoC) outlined several risks that would lower their forecast for inflation including<sup>15</sup>:

- **More severe global slowdown**
  - The BoC identified that the global economy could slow more than anticipated. Economy-wide disruptions could occur if rationing is implemented. At the same time, the impact of tighter financial conditions on household confidence and spending could be greater than expected. This could lead to slower growth in

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

<sup>15</sup> Bank of Canada, Monetary Policy Report- July 2022. Source: <https://www.bankofcanada.ca/2022/07/mpr-2022-07-13/>

many regions. These shocks would be transmitted to the Canadian economy through weaker foreign demand, lower commodity prices and a deterioration in the terms of trade.

- **Sharper decline in housing activity and consumption in Canada**

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

- **Reversal of increases in the price of goods**

- The BoC expects that the pandemic spike in goods prices will persist. However, these prices could decline as supply chain bottlenecks dissipate and demand moderates. Oil prices and transportation costs could decrease more sharply than expected or growth in goods consumption could slow more than projected, particularly in the United States. According to the BoC, if either of these scenarios occurs, inflation would be lower than projected.
- Since the release of the Bank of Canada's July Monetary Policy report, many of these risks have been realized, with world economic growth slowing and the Canadian housing market undergoing a correction where benchmark house prices have already fallen 7.4% from peak prices in the Spring of 2022<sup>16</sup>.

## **Canadian Labour Market**

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

In March 2020, a sequence of unprecedented government interventions related to COVID-19 were put in place. These interventions resulted in a dramatic decline in economic activity and a sudden shock to the Canadian labour market, as evidenced by a historical tumble of the Canadian workforce in that month. Indeed, employment fell by more than \$1M in March 2020<sup>17</sup>. Employment losses totaled \$3M from February to April 2020, almost \$2M of which were in full-time work.<sup>18</sup>

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<sup>16</sup> Bloomberg news, Housing Prices Grind Lower in Canada, Aiding Fight Against Inflation, September 15, 2022. Source: <https://www.bloomberg.com/news/articles/2022-09-15/home-prices-in-canada-drop-in-august-extending-market-s-slide?leadSource=uverify%20wall>

<sup>17</sup> Statistics Canada, Labour Force Survey, March 2020. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/200409/dq200409a-eng.htm>

<sup>18</sup> Statistics Canada, Labour Force Survey, April 2020. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/200508/dq200508a-eng.htm>



After this sudden shock, Canada's labour market emerged strongly from repeated pandemic waves and as noted in Budget 2022, Canada has seen the fastest jobs recovery in the G7<sup>19</sup>.

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

**Table 19: Labour market indicators, year-over-year growth**

Indicator	2019	2020	2021	2022(F)	2023(F)
Average hourly earnings (y/y) (fixed weights)	2.6%	3.6%	2.8%	3.9%	2.8%
Unemployment rate <sup>20</sup> (%)	5.7%	9.5%	7.5%	5.4%	5.8%

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

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

A recent report<sup>21</sup> also found that the public sector accounted for a large majority (86.7 percent) of all net new jobs created since the start of the pandemic and that there was little net job creation in the private sector, even when including self-employment.

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

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

<sup>19</sup> Department of Finance, Budget 2022, A Strong Recovery Path, Overview: Economic Context. Source: <https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html#2022-0>

<sup>20</sup> Statistics Canada, Employment and Unemployment rate, annual. Source: <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1410037501>

<sup>21</sup> Fraser Institute, Comparing Government and Private Sector Job Growth in COVID-19 Era, September 2022. Source: <https://www.fraserinstitute.org/studies/comparing-government-and-private-sector-job-growth-in-the-covid-19-era>

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

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

Pre-pandemic, public servants provided invaluable services to Canadians, with the Canadian public service ranked as the number one country in civil service effectiveness by the Institute for Government.<sup>22</sup>

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

According to the annual report on the public service:

*‘More than ever, Canadians relied on their Federal Public Service. In the face of uncertainty, the Public Service remained a steady and dependable force, while demonstrating creativity and flexibility to respond to the evolving needs of Canadians during the pandemic.’<sup>23</sup>*

That said, the public service also enjoys good pay relative to the comparable private sector. Using 2015 wage data from the 2016 Census, the most comprehensive data set available, full-time, full-year wages and salaries for federal government workers were 17% higher than those in the private sector (\$77,543 versus \$66,065).<sup>24</sup>

A more recent 2020 study<sup>25</sup> found that Canada’s government-sector workers (from federal, provincial, and local governments) enjoyed an 9.4% wage premium in 2018, on average, over their private-sector counterparts in 2018 after controlling for important characteristics like gender, age, marital status, education, tenure, size of firm, job permanence, immigrant status, industry, occupation, province, and city.

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<sup>22</sup> Institute for Government, 2017. Source: New index ranks best performing civil services in the world | The Institute for Government

<sup>23</sup> Clerk of Privy Council and Secretary to the Cabinet, 29<sup>th</sup> Annual Report to the Prime Minister on the Public Service of Canada. Source: <https://www.canada.ca/content/dam/pco-bcp/documents/clk/29-eng.pdf>

<sup>24</sup> Statistics Canada, custom tabulation of 2015 wages and salaries from the 2016 Census.

<sup>25</sup> Comparing Government and Private Sector Compensation in Ontario, 2020, Fraser Institute. Calculations by the Fraser Institute using Statistics Canada data from custom tabulation Labour Force Survey data on Job losses by Reasons and Class of workers. <https://www.fraserinstitute.org/studies/comparing-government-and-private-sector-compensation-in-canada-2020>

Public sector workers are nearly four times more likely to be covered by a registered pension plan than their private sector counterparts (90.2% versus 24.1%).<sup>26</sup> Moreover, pension plans in the public sector tend to be of the defined benefit (DB) type, where pension benefits are guaranteed by the employer. Indeed, public sector workers are more than eight times more likely to be covered (81.7% versus 9.6%) by a DB pension plan than their counterparts in the private sector where DB pensions are quickly disappearing<sup>27</sup>. In fact, many of these surviving private sector DB plans are already closed to new employees, indicating that DB pension plan coverage in the private sector will continue to decline into the future.

Furthermore, the federal public service pension plan offers full protection against inflation; a guarantee that is not available in all pension plans, and not even in all public service plans. For example, it was announced that New Brunswick's largest government employee pension fund cannot afford to pay retired employees a full cost-of-living increase on retirement benefits for 2023.<sup>28</sup>

The benefit of a more secure retirement is further compounded by an earlier average age of retirement in the public sector. Public sector workers' average retirement age is 2.4 years younger than that of private sector workers.<sup>29</sup>

Prior to the COVID-19 pandemic, public sector workers had greater job security than their private sector counterparts. When examining job losses as a percentage of total employment – a proxy for job security – public sector workers were five times less likely to experience job loss than those in the private sector (0.5% versus 2.3%).<sup>30</sup> This analysis excludes job losses as result of an end of temporary, casual, and seasonal jobs, which, if included, would widen the gulf between the sectors.

The pandemic has brought into starker relief the greater degree of job security enjoyed by public servants, whose income and future pension benefits remained unaffected.

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<sup>26</sup> Pension plans in Canada, as of January 1, 2021, Statistics Canada, Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/220718/dq220718a-eng.htm>

<sup>27</sup> DB plan coverage shrank from 21.3% in 2000, 18.3% in 2005, 12.7% in 2010, 9.9% in 2015 and 9.6% in 2020.

<sup>28</sup> CBC news, N.B. government employee pensions unable to fund full cost of living amounts in 2023- Shared-risk plans struggle to keep up with record inflation. Source: <https://www.cbc.ca/news/canada/new-brunswick/nb-government-employee-pension-cost-living-1.6575404>.

<sup>29</sup> Comparing Government and Private Sector Compensation in Ontario, 2020, Fraser Institute. Calculations by the Fraser Institute using Statistics Canada from custom tabulation Labour Force Survey data on Job losses by Reasons and Class of workers. <https://www.fraserinstitute.org/studies/comparing-government-and-private-sector-compensation-in-canada-2020>

<sup>30</sup> Comparing Government and Private Sector Compensation in Ontario, 2019, Fraser Institute. Calculations by the Fraser Institute using Statistics Canada from custom tabulation Labour Force Survey data on Job losses by Reasons and Class of workers. <https://www.fraserinstitute.org/studies/comparing-government-and-private-sector-compensation-in-ontario-2019>

Conversely, many Canadians experienced job and income losses and as a result have become increasingly financially vulnerable.

During the initial waves of the pandemic, the federal government implemented a comprehensive suite of measures to help employees, including front-line workers, to manage the impacts of the COVID-19 pandemic. For example, employees were being provided “Leave With Full Pay for Other Reasons (699 Leave)” where they could not work because they were required to self-isolate, care for children, suffered from COVID-19 symptoms (diagnosed or not), were at high risk of developing a severe illness from COVID or lived with someone who is at high risk of developing a severe illness. In fact, more than one in three federal public servants were granted paid time off work as 699 leave during the first nine months of the COVID-19 pandemic whereas it is unclear whether and to what extent other workers benefited from similar provisions. The advantages for federal public service employees in pension and benefit coverage availability is further extended to a quality advantage. A recent comprehensive study prepared for the Treasury Board of Canada Secretariat (TBS) by Mercer,<sup>31</sup> which directly compared employer costs of pensions and benefits, determined that the public service’s plans were 24% more expensive than those in the general Canadian marketplace. Applied to a base salary of \$73,000, close to the public service average, a 24% pension and benefit premium represents \$2,800 or 3.9% of base pay higher than those outside the public service. The study noted that the source of this federal public service premium:

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

The ability to work from home, or hybrid work, is also viewed by many as an employment perk. Nicholas Bloom, a Stanford economics professor, has studied remote and hybrid work for years and found that, *‘People report repeatedly in survey after survey that they value it at somewhere like 7% or 8% of a pay increase. A free pension plan is about the same value to employees.’*<sup>32</sup>

Statistics Canada through the Labour Force Survey began tracking the proportion of workers with a hybrid work arrangement since January 2022. In the wider Canadian

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<sup>31</sup> Results Report: Pension and Benefit Benchmarking by Industry Sector. Mercer (2019).

<sup>32</sup> Time.com/Charter, ‘What We Know Now About the Business Impact of Hybrid Work’, Kevin J. Delaney, Source: [What We Know Now About the Business Impact of Hybrid Work | Time](#)

labour force, the proportion of workers with hybrid arrangements was 8.6% in August 2022.<sup>33</sup> While there are no published statistics on the percentage of federal employees that are currently working under a hybrid arrangement, it is certainly many times higher than the 8.6% in the wider economy and has added another metric by which the federal public service has an advantage over other working Canadians.

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

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

## **Fiscal Developments**

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

Prior to the COVID-19 pandemic crisis, the deficit was \$14 billion for fiscal year 2018-19, followed by a pre-pandemic December 2019 forecast deficit of \$26.6 billion for 2019-20,<sup>34</sup> and an average forecast deficit of around \$20 billion per year over the fiscal years 2020-21 to 2024-25.

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

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

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

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<sup>33</sup> Statistics Canada, Labour Force Survey, August 2022. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/220909/dq220909a-eng.htm>

<sup>34</sup> Department of Finance, Economic and Fiscal Update 2019, table A1.2. December 2019. Source: <https://www.budget.gc.ca/efu-meb/2019/docs/statement-enonce/anx01-en.html#s9>

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

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

*This is our fiscal anchor—a line we shall not cross, and that will ensure that our finances remain sustainable so long as it remains unbreached.<sup>35</sup>*

Consequently, the federal deficit and debt have increased exponentially in 2020-21 and beyond because of the additional spending on the COVID-19 economic response plan and the sharply lower revenues due to lockdowns. The deficit for 2020-21 increased from a projected \$25.1 billion pre-COVID-19 to \$327.7 billion<sup>36</sup> — a more than thirteen-fold increase.

Higher deficits continue in 2021-22, forecast at nearly \$114 billion, and nearly an additional **\$150 billion** in projected deficits from 2022-23 to 2026-27 (Table 20).

**Table 20: Fiscal outlook (\$ billions)**

Revenues and Expenses	Projection						
(\$ billions)	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
<b>Budgetary revenues</b>	316.4	394.4	408.4	429.5	450.8	475.1	496.0
Program expenses, less net actuarial losses	608.5	473.0	425.4	430.4	439.2	453.1	463.3
Public debt charges	20.4	24.9	26.9	32.9	37.0	39.8	42.9
Net actuarial losses	-15.3	-10.3	-8.9	-6.1	-2.4	-0.8	1.8
<b>Budgetary balance</b>	<b>-327.7</b>	<b>-113.8</b>	<b>-52.8</b>	<b>-39.9</b>	<b>-27.8</b>	<b>-18.6</b>	<b>-8.4</b>
<b>Federal debt</b>	<b>1,048.7</b>	<b>1,160.8</b>	<b>1,213.7</b>	<b>1,253.6</b>	<b>1,281.4</b>	<b>1,300.0</b>	<b>1,308.4</b>

Source: Department of Finance, Budget 2022

The deficits forecasted in the Budget 2022 are underpinned by a much rosier economic outlook than is currently forecast. For Budget 2022, real economic growth was forecasted at 3.9% for 2022 and at 3.1% for 2023 whereas the latest consensus forecast from September 2022 projects growth of 3.3% for 2022 and 1.2% for 2023<sup>37</sup>. With lower

<sup>35</sup> Department of Finance, Budget, 2022, Foreword. Source: <https://budget.gc.ca/2022/report-rapport/intro-en.html#wb-cont>

<sup>36</sup> Department of Finance, Fiscal Reference Tables, December 2021, <https://www.canada.ca/en/department-finance/services/publications/fiscal-reference-tables/2021.html>.

<sup>37</sup> Department of Finance, Budget 2022, Table A1.1 Average Private Sector Forecasts, and Consensus Forecasts, September 2022.

forecast economic growth, all else equal, the upcoming deficit figures for 2022-23 and beyond would be higher because of a smaller economy than foreseen in Budget 2022.

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

*'To stem risks from persistently high inflation, and in a context of limited fiscal space, many countries are withdrawing monetary and fiscal support. As a result, the global economy is in the midst of one of the most internationally synchronous episodes of monetary and fiscal policy tightening of the past five decades.'*<sup>38</sup>

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

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

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

Personnel costs typically account for a sizeable share of direct program expenses. In 2019-20, they represented 36.3% of direct program expenses. While their share fell to 19.8%<sup>39</sup> in 2020-21, it is because of the unusual contribution of emergency pandemic spending. Nevertheless, personnel costs, excluding net actuarial losses, stood at \$59.6 billion dollars in 2020-21 and remained one of the largest components of direct program expenses. Because personnel costs constitute a major component of government spending, careful attention and management of these costs is an important consideration, including to negotiate wage increases on behalf of taxpayers.

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

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<sup>38</sup> World Bank Group, Is a Global Recession Imminent? Justin Damien Guénette, M. Ayhan Kose, and Naotaka Sugawara.

<sup>39</sup> Public Accounts of Canada 2021, Table 3.9 Expenses by Object. Source: <https://www.tpsgc-pwgsc.gc.ca/recgen/cpc-pac/2021/vol1/s3/charges-expenses-eng.html#sh6> and Fiscal Reference tables, Table 7: Expenses

These pension and benefit legacy costs became so large that they are now represented as a separate line-item in the fiscal forecast. Titled 'Net Actuarial Losses', these costs were forecast in Budget 2022 to cost an additional **\$43.8** billion dollars over six fiscal years from 2020-21 to 2025-26<sup>40</sup>. While recent increases in interest rates will help to reduce net actuarial losses, losses from prior years are amortized, or smoothed, over many years to avoid a much larger immediate impact. The impact of these past losses will continue, some of which will be offset by recent interest rate increases.

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

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

## **2.5 Replication Principle**

### **CPA Settlements to Date for Fiscal Year 2021-2022**

As part of the previous round of negotiations, 20 collective agreements from the core public administration and 20 collective agreements from separate agencies have been concluded with base economic increases of 1.5% for the 2021-2022 fiscal year. The replication principle stipulates that a PIC should seek to replicate the agreement that the parties would have reached had they been able to negotiate a settlement themselves.

The Bargaining Agent has already agreed to this economic increase for two groups that they represent in the CPA and SA, those being the Border Services (FB) and their membership in the Office of the Auditor General (OAG). Furthermore, the Statistics and Survey Operations arbitration report that was issued on October 28, 2022, awarded 1.5% for this fourth year.

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<sup>40</sup> Department of Finance, Budget 2022, Table A1.4 Summary Statement of Transactions.



As the evidence presented in this brief has shown, none of the circumstances faced by the SV group set them apart from others who have settled at the pattern in 2021-22 or would suggest that the parties should have agreed to a different rate.

Table 21 illustrates that the increase in wages produced by settlements in other unionized environments are significantly lower than the demands outlined by the Public Service Alliance of Canada.

**Table 21: Major Wage Settlements in All Jurisdictions (Aggregated Private and Public Sectors) by Year**

Year	Number of Agreements	Number of Employees	Duration of Agreements in months (average)	Average Annual Percentage Adjustment across all settlements	Average Annual Percentage Adjustment across Public Sector
2013	484	1,092,600	36.8	1.4%	1.0
2014	246	689,808	45.8	1.7%	1.5
2015	243	757,548	42.8	1.2%	1.0
2016	284	1,075,189	46.9	1.4%	1.3
2017	216	845,401	39.6	1.7%	1.7
2018	206	709,788	42.1	1.3%	1.2
2019	240	635,602	41.9	1.6%	1.5
2020	142	711,453	41.1	1.6%	1.6
2021	124	917,131	41.1	1.9%	1.9
2022	19	144,359	44.7	1.8%	1.6

### Provincial and Territorial Government Compensation

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

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

The Nova Scotia Government and General Employees Union, representing 7,946 administrative services, technical services, operational services, and professional

services provided increases of 1.5% in both 2021-2022 and 2022-2023, and increases of 3.0% and 0.5% in 2023-2024.

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

In August of 2022, the Nunavut Employees Union/PSAC North bargaining group and the Government of Nunavut signed a new collective agreement with the following economic increases:

- October 1, 2018 – 0%
- October 1, 2019 – 1%
- October 1, 2020 – 1.5%
- October 1, 2021 – 1.5%
- October 1, 2022 – 1.5%
- October 1, 2023 – 3.5%

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

It is important to note that the settlement in BC is an outlier when compared to wage settlements in other jurisdictions as well as broader settlements in unionized environments across the private and public sector. As noted in Table 22, settlement data published by Employments and Social Development Canada's Labour Program, average annual wage increases achieved thus far in 2022 have hovered at or below 2% for the year.

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

**Table 22: Federal CPA Pattern Economic Increases vs. BC Mandate Pattern Increases since 2007**

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

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

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

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

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

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

## 2.6 Total Compensation

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

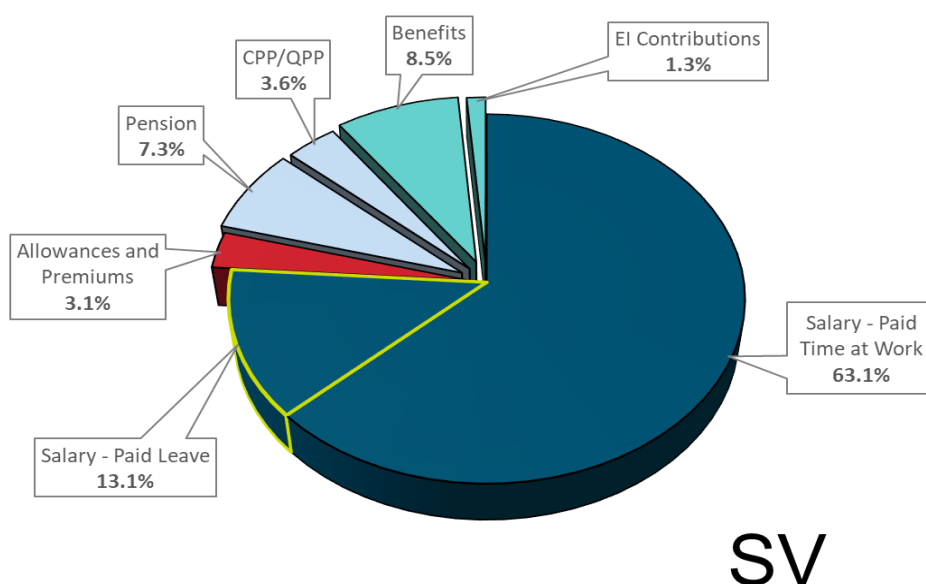
In addition to wages, total compensation is composed of paid and unpaid non-wage benefits, such as employer contributions to pensions, other employee benefit programs (i.e., health and dental) and additional allowances.

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

- Base pay for time at work represents 63.1% of total compensation for employees in the SV Bargaining Unit.
- Pension and benefits, including life and disability insurance, health and dental plans, represents 15.8% of total compensation; and
- Allowances and premiums accounts for 3.1% of total compensation in the SV.

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

**Figure 4 –Total Compensation Components – Operational Services (SV) group**



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

As noted below, the Employer is proposing a four-year duration to expire on August 4, 2025, while the Bargaining Agent proposes a three-year duration to expire on August 4, 2024.

Table 23 below compares the wage proposals from the Employer and the Bargaining Agent.

**Table 23: Employer and Bargaining Agent Wage Proposals**

	EMPLOYER PROPOSALS	BARGAINING AGENT PROPOSALS
<b>Economic increases</b>	<p><b>On August 5, 2021</b>, increase rates of pay by 1.5%.</p> <p><b>On August 5, 2022</b>, increase rates of pay by 3.0%.</p> <p><b>On August 5, 2023</b>, increase rates of pay by 2.0%.</p> <p><b>On August 5, 2024</b>, increase rates of pay by 1.75%.</p>	<p><b>On August 5, 2021</b>, increase rates of pay by 4.5%.</p> <p><b>On August 5, 2022</b>, increase rates of pay by 4.5%.</p> <p><b>On August 5, 2023</b>, increase rates of pay by 4.5%.</p>
<b>Wage adjustments</b>	<p>The Employer is prepared to consider the following measures (more details are found at Part IV of this brief):</p> <ul style="list-style-type: none"> <li>Extend CSSDA to employee working within CORCAN Community Industries (Article 61);</li> <li>Increase Long Service Pay for the Firefighter (FR) group (Appendix A);</li> <li>Expand the HVAC allowance for the GL-MAM group (Appendix B);</li> <li>Increase the Supplementary Allowance for the Lightkeepers (LI) group (Appendix F);</li> <li>Increase Rescue Specialist for the Ships' Crews (SC) group</li> </ul>	<p><u>Firefighter (FR) Group</u></p> <ul style="list-style-type: none"> <li>Prior to applying the economic increase, a wage adjustment of 20% for all FR rates</li> </ul> <p><u>General Labour and Trades (GL) Group</u></p> <ul style="list-style-type: none"> <li>Prior to applying the economic increase, a wage adjustment of 14.8% at all steps for the following sub-groups: GL-AIM, GL-AMW, GL-COI, GL-EIM, GL-ELE, GL-GHW, GL-INM, GL-MAM, GL-MDO, GL-MOC, GL-MST, GL-PCF, GL-PIP, GL-PRW, GL-SMW, GL-VHE and GL-WOW</li> </ul> <p><u>General Services (GS)</u></p> <ul style="list-style-type: none"> <li>Prior to applying the economic increase, a wage adjustment of 12.7% for all GS rates</li> </ul> <p><u>Hospital Services (HS)</u></p> <ul style="list-style-type: none"> <li>Prior to applying the economic increase, a wage adjustment of 12.7% for all HS rates</li> </ul> <p><u>Heating, Power and Stationary Plant (HP) Group</u></p> <ul style="list-style-type: none"> <li>Prior to applying the economic increase, a wage adjustment of 17.6% for all HP rates</li> </ul> <p><u>Lightkeepers (LI) Group</u></p> <ul style="list-style-type: none"> <li>Prior to applying the economic increase, a wage adjustment of 17.6% for all LI rates</li> </ul>

		<u>Ships' Crews (SC) Group</u> <ul style="list-style-type: none"> <li>Prior to applying the economic increase, a wage adjustment of 27.2% at all steps of the SC-DED, SC-ERD, SC-STD, and SC-SPT sub-groups</li> </ul>
<b>TOTAL</b>	<b><u>\$67,821,413</u></b>	<b><u>\$259,283,241</u></b>

The Bargaining Agent's wage proposals are significant. The PSAC proposes a cumulative general wage increase of 14.12% over three years. For the first year, the Bargaining Agent seeks a 4.5% increase which is not aligned with the pattern established for 2021, i.e., 1.5%. Beyond the general economic increases requested by the PSAC in the current round, the additional sub-group specific increases and other proposals total over 47% of the SV wage base. Over the four-year agreement, the approximate cost to the Canadian taxpayer of this ask is approximately \$371M.

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

The Employer submits that the Bargaining Agent's proposals are not supported by any rigorous analysis.

As demonstrated by the comprehensive analysis provided in Part II of this presentation, the Employer's offer is reasonable and aligned with economic and fiscal realities. The Employer's proposal before this PIC is in keeping with the analysis included in this document.

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

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



## Update following mediation

As agreed by the parties, the Employer's recommendations for outstanding proposals that are common for all PSAC groups are being addressed within the context of the PA group PIC proceedings.

The Bargaining Agent and the Employer were in mediation for the SV group from October 11 to 14, 2022. As indicated in Part I, the parties made nominal progress during mediation to resolve outstanding issues.

- The parties signed off on the following items (Exhibit 1):
  - Article 32, Designated Paid Holidays, addition of the National Day for Truth and Reconciliation
  - Article 65, Part-time Employees, increase to the percentage part-time employees are paid in lieu of designated holidays
  - Appendix "A": Firefighters, Designated paid holidays, rather than a finite number for lieu days, number of designated paid holidays to align with Article 32
- The Bargaining Agent withdrew the following demands. Consequently, they are not included in this brief and the Employer requests that the Commission not include these demands in its report:
  - Article 32, Designated Paid Holidays (clause 32.01)
  - Article 64, Trade certification fees
- The Employer withdrew the following proposals. Consequently, they are not included in this brief and the Employer requests that the Commission not include these proposals in its report:
  - Article 34, Transportation Expenses (subparagraph 35.01 d. i.)
  - Appendix "K", Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Classification Review

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

TAB	Provision or Appendix	Employer proposal	Bargaining Agent proposal
1.	Article 2 Interpretation and Definitions		X
2.	Article 22 Health and Safety		X

TAB	Provision or Appendix	Employer proposal	Bargaining Agent proposal
3.	Article 25 Hours of work	X *	X
4.	* Employer proposals - enhancing flexibilities for hours of work <ul style="list-style-type: none"> <li>Article 25 Hours of work</li> <li>Article 28 Variable hours of work</li> <li>Appendix "D" Heating, Power and Stationary Plant Group, specific provisions and rates of pay</li> </ul>	X*	
5.	Article 27 Shift and weekend premiums	X	X
	Article 28 Variable Hours of Work (see tab 4)	X *	
6.	** Employer proposals - extra duty work performed from a remote location <ul style="list-style-type: none"> <li>Article 29 Overtime</li> <li>Article 30 Call-Back Pay</li> <li>Article 31 Standby</li> <li>Article 32 Designated Paid Holidays</li> <li>Article 35 Transportation Expenses</li> <li>Appendices A, B, C, D, E, G and H</li> </ul>	X**	
7.	Article 29 Overtime	X **	X
8.	Article 30 Call-Back Pay	X **	X
9.	Article 31 Standby	X **	X
10.	Article 32 Designated Paid Holidays	X **	X
	Article 35 Transportation Expenses (see tab 6)	X **	
11.	Article 37 Vacation leave with pay		X
12.	Article 38 Sick leave with pay		X
13.	Article 40 Injury on duty leave		X
14.	Article 46 Leave with pay for family-related responsibilities		X
15.	Article 49 Bereavement leave with pay	X	X
16.	Article 53 Career development leave		X
17.	Article 61 Correctional Service Specific Duty Allowance	X	
18.	Article 63 Dangerous Goods		X
19.	Article 67 Pay administration		X
20.	Article 68 Compensatory leave		X
21.	<b>New</b> article Helicopter work premium		X
22.	<b>New</b> article Duty to accommodate		X
23.	Appendix "A" Firefighters Group, specific provisions and rates of pay	X **, ****	X

TAB	Provision or Appendix	Employer proposal	Bargaining Agent proposal
24.	Appendix "B" General Labour and Trades Group, specific provisions and rates of pay	X **, ***, ****	X
25.	Appendix "C" General Services Group, specific provisions and rates of pay	X **, ***, ****	X
26.	Appendix "D" Heating, Power and Stationary Plant Group, specific provisions and rates of pay	X *, **, ***, ****	X
	Appendix "E" Hospital Services Group, specific provisions and rates of pay (see tabs 6, 29, 30)	X **, ***, ****	
27.	Appendix "F" Lightkeepers, specific provisions and rates of pay	X	X
28.	Appendix "G" Ships' Crews, specific provisions and rates of pay	X **, ****	X
29.	*** Employer proposals related to definition of pay <ul style="list-style-type: none"> <li>• Appendices B, C, D and E</li> </ul>	X***	
30.	**** Employer proposals related to notice period for changing scheduled shifts <ul style="list-style-type: none"> <li>• Appendices A, B, C, D, E and G</li> </ul>		
	Appendix "H" Printing Operations (Supervisory), specific provisions and rates of pay (see tab 6)	X **	

**For ease of identification as well as to avoid repetition of remarks:**

\* Employer proposals related to its key priority of enhancing flexibilities for hours of work are grouped (includes content from articles 25 and 28, Appendix D).

\*\* Employer proposals related to its key priority of addressing extra duty work from a remote location are grouped (includes content from articles 29, 30, 31, 32, 35 and appendices A, B, C, D, E, G, H).

\*\*\* Employer proposals related to its key priority of aligning the definition of pay are grouped (includes content from appendices B, C, D, AND E).

\*\*\*\* Employer proposals related to the notice period for changing scheduled shifts are grouped (include content from appendices A, B, C, D, E, G).

## Article 2 – Interpretation and Definitions

### Union 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;**

### Remarks

The Bargaining Agent is proposing to significantly expand the current definition of family.

During the 2014 round of bargaining, the definition of family was expanded in many collective agreements, including the SV group collective agreement (expiry date August 4, 2018, – Exhibit 2), to include step-brother, step-sister, son-in-law, daughter-in-law, etc. In turn and to note, applicable provisions related to the one (1) day bereavement leave were adjusted to reflect this change as well.

During the 2018 round, the definition of family under paragraph 2.01 m) was not expanded (Exhibit 3). However, provisions related to Leave without pay Care of Family (Article 44), Leave with Pay for Family-Related Responsibilities (Article 46), and Bereavement Leave with Pay (Article 49) were expanded to include 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.

The Employer contends that employees are provided with many other types of leave entitlements throughout the collective agreement that can be used to cover the individuals that the Bargaining Agent is proposing to add. Furthermore, it is the Employer’s opinion that the Bargaining Agent has failed to support their argument and demonstrate a need for these costly amendments. Additionally, such provisions are not found in other collective agreements in the federal public service.

Lastly, the Employer contends that if the definition of family was to be extended to include 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, it would render the definition without parameters.

Therefore, the Employer respectfully requests that the Commission not include these proposals in its report.

## Article 22 – Health and Safety

### Union Proposal

**22.01** The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Alliance, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

#### **NEW**

**22.02 Upon the employee's request, the Employer shall provide the employee, at no cost, with immunization or prophylactic drugs against communicable diseases or infection where there is a risk of incurring such diseases or infection in the performance of the employee's duties.**

### Remarks

The Bargaining Agent is proposing to add language that, upon an employee's request, the Employer would provide the employee, at no cost, with immunization or prophylactic drugs against communicable diseases or infection where there is a risk of incurring such diseases or infection in the performance of the employee's duties.

The Bargaining Agent has noted that it seeks to replicate clause 24.02 of the Professional Institute of the Public Service of Canada (PIPSC) Health Services (SH) collective agreement.

*24.02 The Employer shall provide the employee with immunization or prophylactic drugs against communicable diseases or infection where there is a risk of incurring such diseases or infection in the performance of the employee's duties.*

Note, that the Bargaining Agent has added "Upon the employee's request" to its proposed language.

The language in the PIPSC agreement was carried over from the PIPSC Master Agreement of 1986/7 (Exhibit 4) and therefore predates the Treasury Board Occupational Health Evaluation Standard (2003) (Exhibit 5). Note that the latter was replaced in 2020 by the Treasury Board Directive on Occupational Health Evaluations (Exhibit 6).

The Employer contends that the addition of such language is not necessary given that it is already well covered by the following:

- Section 124 of the *Canada Labour Code* (CLC) which requires the Employer to provide that "blanket" protection (Exhibit 7):

***General duty of employer***

**124** *Every employer shall ensure that the health and safety at work of every person employed by the employer is protected.*

- *Part XIX of the Canada Occupational Health and Safety Regulations (COHS) - Hazard Prevention Programs, has also prescribed requirements for the Employer to conduct hazard identification/assessment and implement preventive measures, i.e., identify/assess the:*
  - a. *\*nature of the hazard*
  - b. *\*(possible) exposure level*
  - c. *\*frequency and duration of exposure*
  - d. *\*effects of exposure, and*
  - e. *\*preventive measures in place to protect (employees) against possible exposure*
- Treasury Board of Canada Secretariat Directive on Occupational Health released in 2020 which states (Exhibit 6):

*4.1 Managers are responsible for the following:*

*(...)*

*4.1.3 Conducting workplace hazard assessments in accordance with the Canada Occupational Health and Safety Regulations;*

*(...)*

*4.1.7 Covering the additional operational costs to provided health services as determined by Public Service Occupational Health Program, including new hires and changes in programs in all occupational groups.*

- Occupational Health Assessment Guide (OHAG), and the soon to be revised Occupational Health Evaluation Guide (OHEG), more specifically Annex “O” - Recommended Immunizations and Screening Tests Related to Occupational Exposure (Exhibit 8):

*As adopted by the OHAG Committee, the table below summarizes recommended work-related immunizations and screening tests for specific groups of federal*

*workers in Canada. Recommended vaccines for work-related risks are marked with an “X”.*

*(...)*

*All adults should also have immunizations updated as recommended by the National Advisory Committee on Immunization (NACI) in the Canadian Immunization Guide. Immunizations that are not considered to be work-related should be obtained from the provincial/local public health or a treating physician.*

To be noted, Annex “O” of the OHAG includes many of the occupations found in the SV collective agreement.

Furthermore, departmental and local health and safety committees provide opportunities for stakeholders (e.g., employees, bargaining agents) to raise questions, comments, and concerns.

It is the Employer's position that there is a reason why the SH language has not permeated through the rest of the collective agreements in the federal public service – because it is not necessary given all of the above.

The Employer submits that there is no need for, or additional benefit offered by adding such language to the SV collective agreement. The Bargaining Agent has not provided any information that would sway this position. Therefore, the Employer respectfully requests that the Commission not include this proposal in its report.



## Article 25 – Hours of Work

### Union 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.***

#### 25.01

d. a “shift”

means the rotation through two (2) or more periods of eight (8) hours or longer where the Employer requires coverage of sixteen (16) hours or more each day; or, where the Employer requires the employee to work on a non-rotating and indefinite basis on evening or night duty of which half (1/2) or more of the hours are scheduled between 18:00 hours and 06:00 hours.

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)~~ **five dollars (\$5.00)** per hour for each hour worked between 16:00 and 08:00.

#### NEW

**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.**

### Remarks

The SV agreement covers a diverse group of job types, explained in detail in the eight group-specific appendices in the collective agreement:

- Appendix A – Firefighters Group;
- Appendix B – General Labour and Trades Group;
- Appendix C – General Services Group;
- Appendix D – Heating, Power and Stationary Plant Group;
- Appendix E – Hospital Services Group;
- Appendix F – Lightkeepers;
- Appendix G – Ships' Crews; and
- Appendix H – Printing Operations (Supervisory) Group).

Employees in these eight groups and their sub-groups (where applicable) work a variety of standard and variable weekly schedules that range from 37.5 to 46.6 hours. Moreover, work schedules vary in complexity with distinct provisions, such as lieu days, lay-day work systems, and shift schedules of varying durations.

The Bargaining Agent is proposing to reduce the weekly hours of work for all employees covered by the SV agreement to 37.5 hours, without any reduction to entitlements related to salary, leave and/or other benefits.

The Employer submits that agreeing to such a change would have a significant financial impact and an unreasonable cost on departments. The change proposed by the Bargaining Agent would result in a significant cost to the Employer, representing an increase of approximately \$50.8M per year for the SV group, or close to 6.45% of the SV wage base.

Operational environments such as Correctional Services Canada (CSC) have established schedules over many years that provide the required staffing levels and hours of operation to maintain operations (e.g., custody and care of inmates, maintaining facilities and aging infrastructure). Reducing hours of work would negatively impact departments' ability to maintain services, and would necessitate overtime and hiring additional staff, both of which would be costly for the Employer.

In addition, this change would have major pay system implications. The Bargaining Agent's proposed language would create an unnecessary administrative burden. A change of this magnitude would require a re-programming of the various HR systems used in departments (there are 33 HR systems in total used in the CPA) and have a significant impact on pay administration.

There has been no evidence provided by the Bargaining Agent that would suggest that the current hours of work and weekly work schedules are not functioning. For these reasons, the Employer requests that the Commission not include this proposal in its report.

*Increase the premium for employees occupying positions in the GS-FOS subgroup*

The Bargaining Agent seeks to amend paragraph 25.01 e) to increase the premium for employees occupying positions in the GS-FOS subgroup, whose hours of work do not meet the definition of shift work and whose hours of work begin before 06:00 or end after 18:00, from \$2.25 to \$5.00. Furthermore, the Bargaining Agent seeks to extend the eligibility for this exceptional "shift" premium to include all GS classified employees.

The Employer contends that the parties negotiated this exception for a reason and if this costly exception was to be expanded, it would need to be based on an evidence-based rationale. The Bargaining Agent has offered no such rationale.

At CSC, due to the hours of operation of the kitchens, GS-FOS regularly work before 08:00 and after 16:00, but never meet the definition of shift work. With this in mind, 25.01 e) carves out an exception for GS-FOS, that they can effectively get the shift premium despite not meeting the definition of shift worker.

The Bargaining Agent's proposed changes to 25.01 e) would make this clause effectively a second shift premium that applies to all classifications and is not limited to shift workers.

It is also important to note that the shift premium was increased in the last round of collective bargaining for the SV group from \$2.00 to \$2.25.

#### *NEW 25.XX*

The Bargaining Agent also proposes to establish limits to the Employer's authority and responsibility in managing its workforce with the below language it wishes to introduce to the collective agreement:

**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.**

#### *Jurisdictional concerns*

The Employer contends that such language would be in conflict with section 7 of the FPSLRA as it would impose restrictions on the Employer's rights when assigning duties and managing its workforce:

#### **Right of employer preserved**

**7** Nothing in this Act is to be construed as affecting the right or authority of the Treasury Board or a separate agency to determine the organization of those portions of the federal public administration for which it represents Her Majesty in right of Canada as employer or to assign duties to and to classify positions and persons employed in those portions of the federal public administration.

#### *Remarks on the substance of proposed new 25.XX*

Alternatively, should the Commission retain jurisdiction on this Bargaining Agent demand, the Employer submits that it would be extremely inappropriate for the parties

to negotiate and include such an operational provision in the collective agreement as it would severely limit the Employer's ability to manage its operations and assign duties based on operational requirements, which is a managerial prerogative under s. 7 of the *Federal Public Sector Labour Relations Act*.

Also, the Bargaining Agent has not offered a sufficient explanation regarding the problem (or if there is a problem) it seeks to solve with this new language. The Employer must retain the authority to change day workers into shift workers and vice versa to support service to Canadians and to ensure the sound stewardship of public funds.

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

The Employer has proposals related to this article, please see Employer proposals related to hours of work and enhanced flexibilities.

## Various Proposals Related to Hours of Work – Enhanced Flexibilities

### Article 25 – Hours of Work

### Article 28 – Variable Hours of Work

### Appendix D – Heating Power and Stationary Plant

#### Employer Proposal

#### ARTICLE 25: HOURS OF WORK

(...)

##### 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.

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**ARTICLE 28: VARIABLE HOURS OF WORK****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.

**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.~~
  - 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).~~

- 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.

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## **APPENDIX “D” HEATING, POWER AND STATIONARY PLANT**

### **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.

### **Remarks**

#### **Hours of work – Enhanced flexibilities**

One of the Employer's main priorities in this 2021 round of collective bargaining is to enhance flexibilities with regards to hours of work provisions. As we transition to a post-pandemic world, the Employer is seeking to introduce more flexibility in the collective agreement as it relates to hours of work, where operational requirements permit.

The changes the Employer is proposing are made in response to overwhelming feedback received from employees and managers in departments across the CPA. During the pandemic, employees sought (and continue to seek) more flexibility in their hours of work as they strive to balance work and personal obligations. Employees are seeking the ability to request to work their hours in a way that is not currently possible within the existing provisions (e.g., non-consecutively within a particular day, outside of the core hours and/or outside the normal Monday to Friday work week).

When developing these proposals, the Employer's guiding principles were:



- no additional cost; and
- service to Canadians

Modernizing the hours of work provisions, as the Employer is proposing, would help keep the Government of Canada an employer of choice by offering flexibilities to its workforce to account for work/life balance, family care responsibilities and the ability to adapt in the face of world events (e.g., pandemic, climate events), as well as support the continuous improvement of service to Canadians.

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

While the Employer recognizes the particular nature of the work performed by employees of the SV group, and that the proposed additional flexibilities may only apply to a small portion of employees, the Employer submits that the proposed changes would be of benefit to those employees to whom they could and would apply.

Exception in case of emergency (25.04)

Pursuant to the need for more flexibilities in the agreement, the Employer is proposing a slight change at clause 25.04, which would allow the Employer, in cases of emergency, to apply a change in hours of work when such change will affect the majority of the employees governed by the schedule without needing to consult with the local Alliance representative(s).

This proposal is also made in Appendix "D": HEATING, POWER AND STATIONARY PLANT, at General 3.02 b).

Variable hours of work (clause 28.02)

The Employer has a proposal at clause 28.02 which seeks to allow employees the possibility of requesting variable hours in accordance with clause 28.05 as opposed to simply providing employees with the possibility to "complete their weekly hours of employment in a period of other than five (5) full days" (*to note: variable hours are also commonly known as compressed hours*).

The Employer has proposed changes at clause 28.05 which aim to provide a variety of options to employees should they wish to request changes to their work schedule, which are explained further in this section.

*To note, the Employer's original proposal at clause 28.02 included a provision that would have allowed the Employer to request that an employee work on a variable schedule on a voluntary basis (upon the concurrence of the employee). In order to*

*advance negotiations and in response to feedback received by the Bargaining Agent, the Employer is withdrawing this part of its proposal.*

**Additional options for variable schedules (28.05)**

In order to allow for maximum flexibility and contribute to a better work-life balance for employees, the Employer is proposing changes to clause 28.05 to enhance the options for possible work schedules that may be requested by an employee.

Current provisions on variable hours allow employees to request to arrange their hours of work in such a manner that it provides them with the possibility to work longer days (within core hours and work consecutive hours) in order to gain a day off every 2, 3 or 4 weeks.

As proposed by the Employer, employees would be able to request to work non-consecutive hours, and/or spread their weekly hours over less than or more than five days, provided that it is at no additional cost to the Employer and that the Employer retains the authority to approve these requests considering operational requirements.

**Specific application of variable hours of work (28.06)**

***Overtime rate for employees working variable hours (new subparagraphs 28.06 d) i) and ii))***

The Employer's proposal at the new subparagraphs 28.06 d) i) and ii) seeks to remove the single 1.75 overtime rate for employees on a variable work schedule and reverting back to employees being compensated in accordance with the overtime provisions of the collective agreement.

It is the Employer's position that when this provision was negotiated in the SV collective agreement, more than 20 years ago, it was thought that with the introduction of the variable hours of work provisions, there would be an increase in overtime on the 2nd and subsequent days of rest (which is paid a double time, 2x). Consequently, the decision was made to introduce the 1.75 rate with the intent to mitigate any additional costs for the Employer.

Upon further investigation in the context of enhancing hours of work flexibilities, the Employer has determined that paying employees working variable hours at a rate of 1.75 for overtime work has been more costly than paying the rates prescribed by the collective agreement. The principle outlined in clause 28.04 of not incurring additional costs is therefore not being respected.

With the additional flexibilities contemplated through the Employer's proposal to expand the application of the variable hours, it is likely that more employees will be requesting to work variable hours and as such would be subject to the 1.75 overtime rate (which would significantly increase the cost of allowing for variable hours). This would not be sustainable for the Employer and would go against one of the underlying principles of enhancing the hours of work flexibilities in a way that is cost neutral for the Employer.

It is worth noting that the vast majority of the bargaining units in the core public administration that contain provisions on variable hours are subject to the regular overtime provisions (i.e., 1.5 / 2X rates) when working variable hours, that is including the PSAC - EB collective agreement.

Furthermore, departments have indicated that they regularly receive complaints from employees that the 1.75 overtime rate is unfair to those who are not able to work variable hours (for various legitimate personal reasons, e.g., being a single parent and not being able to work extended hours on any given day) and results in an unequitable remuneration for overtime work. In other words, employees working variable hours of work are receiving an additional overtime benefit compared to other employees working overtime who are not on a compressed/variable work schedule.

### Conclusion

For the reasons outlined above, the Employer respectfully requests that the Commission include its proposals related to enhancing flexibilities for hours of work in its report.

## Article 27 – Shift and Weekend Premiums

Union Proposal
<p><b>Exclusions</b></p> <p><b>This article does not apply to the LI Group.</b></p> <p><del>This article does not apply to the FR, LI and SC Groups.</del></p> <p>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 2.02 and 2.03 of Appendix B; clauses 2.01 and 2.02 of Appendix C, clauses 2.03 and 2.04 of Appendix D, clauses 2.01 and 2.02 of Appendix E, and clause 1.01 of Appendix H.</p> <p><b>27.01 Shift premium</b></p> <p>An employee working on shifts will receive a shift premium of <del>two dollars and twenty-five cents (\$2.25)</del> <b>five dollars (\$5.00)</b> per hour for all hours worked, including overtime hours, between 4 pm and 8 <b>12</b> am. <del>The shift premium will not be paid for hours worked between 8:00 am and 4:00 pm.</del></p> <p><b>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></p> <p><b>27.02 Weekend premium</b></p> <ul style="list-style-type: none"> <li>a. An employee working during the weekend will receive an additional premium of <del>two dollars (\$2.00)</del> <b>five dollars (\$5.00)</b> per hour, including overtime hours, for all hours worked on Saturday or Sunday.</li> <li>b. Paragraph (a) shall not apply to employees whose regular hours of work are scheduled from Monday to Friday.</li> </ul>
Employer Proposal
<p><b>ARTICLE 27: SHIFT AND WEEKEND PREMIUMS</b></p> <p><b>Exclusions</b></p> <p>This article does not apply to the FR, LI and SC Groups.</p> <p>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.</p> <p><b>27.02 Weekend premium</b></p> <ul style="list-style-type: none"> <li>a. An employee working during the weekend will receive an additional premium of two dollars (\$2.00) per hour, <del>including overtime hours</del>, for all <b>regularly scheduled</b> hours worked on Saturday or Sunday.</li> </ul>

- b. Paragraph (a) shall not apply to employees whose regular hours of work are scheduled from Monday to Friday.

### **Remarks**

The Bargaining Agent is proposing to amend the shift and weekend provisions of the Agreement as follows:

#### **Remove exclusion of FR and SC groups**

The Bargaining Agent is proposing to remove the exclusion of this article for the Firefighter (FR) and Ships' Crews (SC).

The Employer submits that these groups are already compensated through the provisions in their respective appendices. Removing the exclusion would result in an unnecessary duplication of, or incongruency with compensation for items already reflected in the overall pay and benefits for these groups:

- For the FR group, given the particular nature of their work (employees are normally required to work for periods of 24 consecutive hours), this is reflected in the wage rate. They also are entitled to Long Service pay.
- Employees in the SC group who work in the 42 Hour Averaging Work System, work 7 days a week, 12 hours per day and earn a day of rest for each 12-hour day that is worked. Employees in the SC group who are on the Lay-Day Work System (on a vessel 24 hours a day, 7 days a week) earn lay-day credits (days off with pay) to recognize the continuous nature of marine operations.

The Bargaining Agent has provided no sufficient justification or supporting evidence for such a change to the collective agreement.

#### **Increases to the shift and weekend premiums**

The Bargaining Agent is proposing to increase the shift premium from \$2.25 to \$5.00. The cost of this increase would be over \$2.6M per annum, or 0.33% of the SV wage base. It is to be noted that this premium was increased from \$2.00 to \$2.25 in the 2018 round of collective bargaining.

For hours worked on shifts between 00:00 and 08:00, the Bargaining Agent seeks to increase the shift premium from \$2.25 to \$8.00 for all hours worked. While the Employer requires more information to cost, it is apparent that it would be significant.

In terms of the weekend premium, the Bargaining Agent seeks to increase it from \$2.00 \$5.00 for all hours worked on Saturday and Sunday. The cost of this increase would be over \$2.1M per annum, or 0.26% of the SV wage base.

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

The Employer submits that the SV group is already ahead of other core public administration shift premium values and is consistent with other collective agreements with regard to the weekend premium.

The Employer requests that the Commission not include these proposals in its report.

*Employer's proposal: Weekend premium to be paid for regularly scheduled hours*

The Employer's proposal at Article 27, clause 27.02, seeks to limit the payment of the weekend premium to regularly scheduled hours only, thereby ceasing a situation of dual remuneration and remedying an unintended and long-standing pay inequity between Monday to Friday workers and employees with regular hours of work on weekends.

Typically, employees working on shifts are paid a weekend premium to compensate for the disruption of being regularly scheduled to work on a weekend. This principle is supported by jurisprudence (see *Turner v. Treasury Board*, 2005 PSLRB 162, Exhibit 9):

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

Under the SV collective agreement, employees who are Monday to Friday workers, who are required to work during a weekend, receive pay at the applicable overtime rate.

Currently, employees with regular hours of work on weekends are being paid both the weekend premium and the applicable overtime compensation when they are required to work overtime on a weekend.

When employees are required to work overtime on a weekend, the work performed is considered "extra duty" and is not considered to be part of a shift schedule. As such, similarly to when Monday to Friday workers are required to work overtime during the weekend, for employees with regular hours of work on weekends only overtime compensation should apply, not the weekend premium.

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

Please note, the Employer has a similar proposal for Appendix B GL (Annex E, Shift and weekend premiums).

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

## Various Proposals Related to Extra duty work Performed from a Remote Location

### Article 29 – Overtime

### Article 30 – Call-Back Pay

### Article 31 - Standby

### Article 32 – Designated Paid Holidays

### Article 35 – Transportation Expenses

### Appendices A, B, C, D, E, G and H

## Employer Movement

### ARTICLE 29: OVERTIME

**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.
- ~~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; 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.

### Article 35 – Transportation Expenses

**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,**

(...)

### APPENDIX "A" FIREFIGHTERS

#### 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;**

### APPENDIX "C" GENERAL SERVICES

(...)

#### 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;

### APPENDIX "E" HOSPITAL SERVICES

#### 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.**
- 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 compensated in accordance with clause 30.02. ~~paid for the time actually worked at the applicable overtime rate.~~**

**APPENDIX "G" SHIPS' CREWS****2.03 Overtime compensation**

- 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.

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

**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 the greater of:** ~~for the time actually worked at the applicable overtime rate.~~

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

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

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

**ARTICLE 31: STANDBY****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.

**ARTICLE 32: DESIGNATED PAID HOLIDAY**

**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.
- 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 compensated in accordance with clause 30.02. paid for the time actually worked at the applicable overtime rate.**

**APPENDIX “A” FIREFIGHTERS****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 part-time employees. Part-time employees will receive a minimum payment in accordance with Article 65.05.
- 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 compensated in accordance with clause 30.02. 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.
- 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 compensated in accordance with clause 30.02. paid for time actually worked at the applicable overtime rate.**

**APPENDIX “B” GENERAL LABOUR AND TRADES****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.
- 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 compensated in accordance with clause 30.02. paid for time actually worked at the applicable overtime rate.**

**APPENDIX “C” GENERAL SERVICES****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 part-time employees. Part-time employees will receive a minimum payment in accordance with clause 65.05.
- 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 compensated in accordance with clause 30.02. paid for 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****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 part-time employees. Part-time employees will receive a minimum payment in accordance with 65.05 of this agreement.
- 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 compensated in accordance with clause 30.02. paid for time actually worked at the applicable overtime rate.**

**APPENDIX “E” HOSPITAL SERVICES****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 non-scheduled workday.
- 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 compensated in accordance with clause 30.02. paid for 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**

### **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.
- 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 compensated in accordance with clause 30.02. paid for time actually worked at the applicable overtime rate.**

## **APPENDIX "H" PRINTING OPERATIONS (Supervisory)**

### **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.

**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 compensated in accordance with clause 30.02. paid for time actually worked at the applicable overtime rate.

**Remarks**

Overtime compensation on second day of rest (paragraph 29.07 b), Appendix A clause 2.09, Appendix C subparagraph 2.05 b) ii) and Appendix G subparagraph 2.03 d) iii))

The Employer proposes that overtime worked on the second day of rest be payable at double time (2X) only if employees have also worked on the first day of rest. In other words, compensation at double time (2X) would be payable to compensate for the disruption of working on two consecutive days of rest. This is a concept already included other collective agreements, e.g., PSAC-EB.

Meal allowance (clause 29.09)

The Employer has a proposal to clarify that it is not required to reimburse for a meal when an employee is working remotely.

The purpose of the meal allowance is to ensure that employees are not out-of-pocket for the extra expense of purchasing a meal in recognition that, in the workplace, an Employee does not have easy access to food as they would if they were working from home. Employees working from home do have easy access to food and as such they should not be entitled to a meal allowance.

Extra duty work performed from a remote location

The Employer tabled this proposal to amend the following provisions: articles 29, 30, 31, 32, 35 and appendices A, B, C, D, E, G, H.



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

Consistent with recent jurisprudence, the Employer submits that employees working remotely do not experience the same disruption as employees that require time to prepare and displace themselves to physically report to the workplace.

In *Borgedahl v. Treasury Board (Correctional Service of Canada)*, 2020 FPSLRB 34 (Exhibit 10), the adjudicator found that different types and degrees of disruption to an employee's life are correlated to different levels of remuneration.

*Call-back worked from a remote location (new clause 30.02)*

Consistent with the Borgedahl decision, the Employer is proposing to introduce a new provision at clause 30.02, Call Back from a Remote Location in the SV group collective agreement to provide for a different compensation to recognize the varying levels of disruption when employees are called-back to work. These same provisions have been negotiated by the parties for the PA (clause 28.07), TC (clause 29.02) and EB (clause 28.03) agreements.

In its initial comprehensive offer, tabled on May 4, 2022, the Employer proposed that call-backs worked from a remote location shall be paid for the time actually worked at the applicable overtime rate.

The Employer is now moving from this initial position and is proposing when employees receive a call-back and are required to report to the workplace, they are paid a minimum of three (3) hours of overtime compensation *and when employees receive a call-back and are authorized to perform work at the employee's residence or at another place to which the Employer agrees, they would be paid a minimum of one (1) hour of overtime compensation.*

This change would align the SV provisions with those of the PA, TC and EB agreements.

It is the Employer's position that both circumstances are currently recognized in the collective agreement and compensated differently to recognize the different type and degrees of disruption to the employee. Through its proposal, the Employer is proposing to clarify the language to ensure a consistent understanding and application.

*Minimum compensation to apply only once in an eight (8) hour period (subparagraphs 30.01 c) i) and 32.08 a) i))*

The Employer proposes to limit eligibility to the minimum compensation equivalent to 3 hours' pay at the applicable overtime rate to the first time an employee performs work during an eight (8) hour period for both overtime compensation on a designated paid holiday and call-back.

The Employer's proposal aligns with clause 67.10, where it is specified that "Payments provided under overtime, reporting pay, the designated paid holiday and standby and call-back provisions of the agreement shall not be pyramided".

Put simply, the absence of a limit could potentially contravene clause 67.10 if there were multiple call-backs in the same eight (8) hour period (e.g., an employee who is called back at 10:00 am on a day of rest works for one (1) hour and gets a minimum compensation of three (3) hours. If that same employee was called back again at 12:00pm and work for another hour, they could be paid twice the overtime for the period from 12:00pm to 1:00 pm, i.e., the remainder of the minimum three (3) hours for the first call-back (ending at 1:00pm) and another three (3) hours for the new call-back (starting at 12:00pm)).

Given all the arguments provided above, the Employer respectfully requests that the Commission include all of the above-noted Employer proposals in its report.

**Article 29 – Overtime****Union 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.~~

**29.08** Compensatory leave

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

**29.09 Overtime meal allowance**

- a. An employee who works three (3) or more hours of overtime,
  - i. immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period,
  - or
  - ii. immediately following the employee's scheduled hours of work.

shall be reimbursed for one (1) meal in the amount **equivalent to the lunch rate outlined in Appendix C of the National Joint Council's Travel Directive** ~~of twelve dollars (\$12)~~, except where a free meal is 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.

- 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 **equivalent to the lunch rate outlined in Appendix C of the National Joint Council's Travel Directive** ~~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 to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals.

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

#### **Employer Proposal**

The Employer has proposed amendments to Article 29, see its proposals regarding extra duty work from a remote location.

#### **Remarks**

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

#### Clauses 29.02, 29.06, 29.07 - Double time for all overtime

The Bargaining Agent is proposing that all overtime shall be compensated at double time. This demand is echoed in the Bargaining Agent proposals for Article 32 Designated Paid Holidays.

The Employer submits that agreeing to such a change would have a significant financial impact – over \$8.4M for the SV group, 1.07% of the SV wage base - and would exceed provisions contained in other CPA collective agreements, without justification.

#### Clause 29.09 - Overtime meal allowance

The Bargaining Agent is proposing to replace the meal allowance for employees who work overtime where meals are not provided with the lunch rate outlined in Appendix C

of the National Joint Council's Travel Directive (NJC lunch rate, \$23.05 as of October 1, 2022).

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

The Employer submits that it would not be appropriate that entitlement for a meal allowance when working overtime be governed by the NJC Travel Directive. These provisions do not constitute income or other compensation that would open the way for personal gain.

It should be noted that the Employer increased the meal allowance during the last round of bargaining in 2018 - from \$10.00 to \$12.00.

In addition, no other collective agreement in the CPA contains the level of entitlement that the Bargaining Agent is seeking in this proposal. A recommendation by this PIC to include this in the collective agreement would be inconsistent with the replication principle and would set a precedent for all other groups.

Also, to note, the Bargaining Agent has not indicated that there is group-wide issue to resolve nor has it offered an explanation regarding the problem it seeks to solve with any of this new language.

The Bargaining Agent is also proposing to eliminate "either at or adjacent to the employee's place of work" under paragraph 29.09 b. The current language aligns with other CPA collective agreements and is well understood by stakeholders (e.g., employees). In fact, the Employer contends that deleting this mature language that seeks to provide further context for "reasonable time with pay" would create challenges for managers and employees alike.

Given all this, the Employer respectfully requests that the Commission not include the Bargaining Agent's proposed changes in its report.

### Article 30 – Call-back Pay

Union Proposal
<p><b>30.01</b> If an employee is called back to work:</p> <ul style="list-style-type: none"> <li>a. on a designated paid holiday which is not the employee's scheduled day of work, or</li> <li>b. on the employee's day of rest, or</li> <li>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: <ul style="list-style-type: none"> <li>i. Compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back <del>to a maximum of eight (8) hours' compensation in an eight (8) hour period,</del> or</li> <li>ii. compensation at the applicable rate of overtime compensation <del>for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.</del></li> </ul> </li> <li>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.</li> </ul>
Employer Proposal
<p>The Employer has proposed amendments to Article 30, see its proposals regarding extra duty work from a remote location.</p>

### Remarks

The Bargaining Agent seeks to eliminate the maximum of eight (8) hours' compensation in an eight (8) hour period as well as remove the requirement for hours to be non-contiguous to the employee's hours of work.

The Employer submits that the current call-back related language aligns with other CPA collective agreements (e.g., PA, TC, FB). Also to note, the Bargaining Agent has not offered an explanation regarding the problem (or if there is a problem) it seeks to solve with this new language.

To note, the Employer also has a proposal on this article which can be found in the proposals regarding extra duty work from a remote location to limit eligibility to the minimum compensation equivalent to 3 hours' pay at the applicable overtime rate to the first time an employee performs work during an eight (8) hour period.

Given all this, the Employer respectfully requests that the Commission not include these proposals in its report.

**Article 31 – Standby**

<b>Union Proposal</b>
<p><b>Exclusions</b></p> <p>This article does not apply to the FR, LI or SC Groups.</p> <p><b>31.01</b> 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 <b>(1)</b> <del>half (1/2)</del> hour for each four (4)-hour period or part thereof for which the employee has been designated as being on standby duty.</p>
<b>Employer Proposal</b>
<p>The Employer has proposed amendments to Article 31, see its proposals regarding extra duty work from a remote location.</p>

**Remarks**

The Bargaining Agent is proposing to increase the standby compensation from one half (1/2) hour to one (1) hour for each four (4) hour period the employee has been designated as being on standby duty.

This proposal would represent a considerable expense for the Employer – over \$6.5M per year for the SV group, or 0.82% of the SV wage base.

The Employer submits that the SV group is not behind the market in terms of this provision, which is consistent with what is provided in other collective agreements.

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

### Article 32 – Designated Paid Holiday

Union Proposal
<p><b>32.07</b></p> <p>a. When an employee works on a holiday, he or she shall be paid <del>time and one half (1 1/2)</del> <b>double time</b> for all hours worked, up to the daily hours specified in the relevant Group Specific Appendix, <del>and double (2) time thereafter</del>, in addition to the pay that the employee would have been granted had he or she not worked on the holiday,</p> <p>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 <del>in accordance with clause 29.07</del>, 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.</p>
Employer Proposal
<p>The Employer has proposed amendments to Article 32, see its proposals regarding extra duty work from a remote location.</p>

### Remarks

The Bargaining Agent is proposing that all overtime shall be compensated for at double time (2x) including overtime worked on a designated paid holiday, effectively making it a triple time (3x) day paid when worked (value of the day, plus 2X compensation for time worked).

This demand is echoed in the Bargaining Agent proposals for Article 29 Overtime.

The Employer submits that agreeing to such a change would have a significant financial impact (see remarks on Bargaining Agent proposal related to Article 29) and would exceed the provisions contained in other CPA collective agreements, without justification. As such, it would set a precedent and create immense horizontal pressure across the CPA and separate agencies.

Furthermore, such a change would have an impact on human resources and pay administration (including forms, HR and pay systems) as the programming for the current overtime regime would have to be modified enterprise wide. This also represents an additional burden on the Employer in terms of cost and administration.

Furthermore, the Bargaining Agent has failed to provide any rationale or evidence to justify their demand.

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



### Article 37 – Vacation Leave with Pay

#### Union 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.
- c. Representatives 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.

#### Remarks

##### 37.05 Scheduling an employee's vacation leave

Within paragraph 37.05 a., the Bargaining Agent seeks to change "Employees are **expected** to take all their vacation leave during the vacation year in which it is earned" to "Employees are **encouraged** to take all their vacation leave...". For paragraph 37.05 b.,

the Bargaining Agent seeks to eliminate the Employers ability to schedule an employee's vacation leave.

The Employer questions what value these amendments would bring as well as what problem the Bargaining seeks to address. The Employee asserts that the current language, which is consistent across the CPA, is present to underscore the importance of taking vacation leave in the year in which it is earned. Most importantly, vacation leave is an important component of total compensation that supports employee well-being. From a fiscal perspective, supporting the use of vacation leave also mitigates carry-over and liquidation (costly liabilities).

In the SV agreement, like all other CPA agreements, the Employer can schedule an employee's vacation to meet its operational demands and ensure that employees use their allocated vacation leave credits, consistent with 37.05(a).

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

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

Under clause 37.11, the Bargaining Agent is seeking to replace the expression "**been granted**" by "**used**". The Employer is not aware of any issues with the current language. It further submits that an amendment to the expression would change the intent and scope of the clause, which has the potential to call into question longstanding jurisprudence on how to interpret and apply these provisions.

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

### Article 38 – Sick Leave with Pay

#### Union 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 two hundred (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.**

(...)

#### **NEW - 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.

#### Remarks

The Bargaining Agent is proposing the following changes to the sick leave provisions in the SV Agreement.

#### Removal of Employer discretion to advance sick leave (Clause 38.04)

The Bargaining Agent tabled a proposal that specifies that the advancement of sick leave with leave will not be unreasonably denied.

The Employer submits removing management discretion is untenable. The Employers needs to maintain the ability to exercise discretion in advancing sick leave based on the merits of each case and given the potential liability created for both the employee and the manager. The Employer also submits that removing this discretion is inconsistent with the onus the parties have very clearly placed on the employee to satisfy the Employer of their need for sick leave per clause 38.02 of the agreement.

#### New clauses - 38.09 and 38.10)

As previously stated, the Employer has the right, as per clause 38.02 of the Agreement, to ascertain the reasons provided by the employee to support a request for leave. The onus is on the employee to provide a valid reason for an absence related to illness. The

demonstration required may vary depending on the circumstances and does not necessarily include the provision of a medical certificate from a physician. This means that the information that the employee provides can be any demonstration that they were unfit for work for that period, including a medical certificate from a health care practitioner.

The Employer is of the opinion that the proposed language at 38.09 would infringe on the Employer's discretion under clause 38.02 to be satisfied that the employee was ill or injured and should be granted sick leave with pay.

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

In response to this demand, the Employer submits that it should not be held responsible for the cost of medical certificates and related expenses. Again, the collective agreement is very clear: per paragraph 38.02 a., that the onus is on the employee to satisfy the Employer that they are unable to perform their duties because of illness or injury:

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

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

The Bargaining Agent has not demonstrated that its proposed changes to Article 38 are warranted. Such provisions are not found in other CPA collective agreements and adding this to the SV agreement would also create a precedent, and would add a significant administrative burden, that the Employer is not prepared to do.

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

## Article 40 – Injury on Duty Leave

### Union 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.

### Remarks

The Bargaining Agent is proposing to remove the Employer's discretion in determining when and how long an employee should remain on injury-on-duty leave with pay, and second, to expand the criteria for eligibility for benefits provided by the *Government Employees Compensation Act* (GECA) (Exhibit 11).

### Jurisdictional concerns

The Employer submits that the parties are restricted from negotiating the proposed changes in accordance with section 113 below of the *Federal Public Sector Labour Relations Act* (FPSLRA) (Exhibit 12):

### **Collective agreement not to require legislative implementation**

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

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

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

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

### **Report not to require legislative implementation**

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

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

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

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

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

### **Remarks on the substance**

Alternatively, should the Commission retain jurisdiction on this Bargaining Agent demand, the Employer's position is that the current language provides a strong benefit with good coverage for employees.

The change proposed by the Bargaining Agent, would result in the employee staying on leave with pay, until such time as it is determined he/she can return to work. This period could extend past 130 days, which is the standard the Employer follows by its own Policy. It would also mean that the employee's other benefits would continue to accumulate during this time, such as vacation leave credits.

In addition, by requiring that the leave continue for as long as the WCB certifies that the employee is unable to work, this proposal would unduly affect the Employer's management authority to address the employment of an employee in medical situations and protect employee entitlements in long term absences pursuant to subparagraph 12(1)(e) of the *Financial Administration Act* (Exhibit 13), especially when there is no prospect of return to work in the foreseeable future.

It is the Employer's position that there is no need or justification to delete the language. The current practice and the existing policy clearly provide a benefit well beyond that of other public and private sector Employers. The current language is identical to what is included in all collective agreements in the CPA, and it is consistent with the Employer's guidelines applicable to all employees.

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

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

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

## Article 46 – Leave with Pay for Family-Related Responsibilities

### Union Proposal

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

- a. spouse (or common-law partner resident with the employee);
- b. children (including foster children, step-children or children of the spouse or common-law partner, ward of the employee), grandchild;
- c. parents (including step-parents or foster parents);
- d. father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee;
- e. any relative permanently residing in the employee's household or with whom the employee permanently resides;
- f. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;
- or
- g. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

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

- a. ~~37.5~~ **75** hours in a fiscal year where the standard workweek is thirty-seven decimal five (37.5) hours;
- ~~b. 40 hours in a fiscal year where the standard workweek is forty (40) hours;~~
- ~~c. 42 hours in a fiscal year where the standard workweek is forty-two (42) hours;~~
- ~~d. 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.

**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.

### **Remarks**

Despite the parties agreeing in the last round of collective bargaining to improve this provision by expanding the definition of family to include *“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”*, the Bargaining Agent is again proposing several amendments to Article 46. For the most part, these proposals were tabled in the last round and the PIC seized of this matter did not include any of these proposals in its report.

Moreover, all of the Bargaining Agent's demands on this article represent a significant cost. They amount to \$10.9M or 1.38% of the SV wage base.

### ***Increasing the quantum of leave***

The Bargaining Agent is seeking to double, in some cases, the quantum of Leave with pay for family-related responsibilities (FRR), from thirty-seven decimal five (37.5) hours to seventy-five (75) hours.

Currently, this leave is aligned with the standard work week. For example, where the standard work week is 37.5 hours, the total FRR leave which may be granted would be 37.5 hours, for a standard workweek of 46.6 hours, the total leave which may be granted would be 46.6 hours.

This request would place the SV group ahead when comparing with all other groups in the CPA. The Employer submits that this measure would also have a considerable impact on departmental operations, as well as service to Canadians, and would create significant horizontal pressure across the enterprise.

The Employer sees no need to increase the quantum of the provision in the collective agreement and the Bargaining Agent has not demonstrated that the existing provisions are insufficient.

***Expanding the circumstances for which leave can be granted******Addition of “to provide for immediate and temporary care of a family member”***

The Bargaining Agent is proposing new language that would extend eligibility to include the provision of immediate and temporary care of any member of the employee's family as opposed to limited to “elderly” members (as per current language in paragraph 46.03c.). The Employer contends that the proposed language lacks parameters to define where such a provision would be applicable.

***Removal of “an unforeseeable” (46.03 f))***

The Bargaining Agent is proposing at 46.03 f) that the leave should be granted for school or daycare facility closures, irrespective of whether the closure was foreseeable.

The Employer submits that while an employee is currently entitled to request leave with pay for family-related responsibilities in the event that something sudden/unexpected occurs to impact the availability of the day care or school (i.e., closure due to bad weather), it is reasonable to expect that an employee will make efforts to meet their childcare obligations through alternative solutions when the family/work conflict is predictable and/or scheduled.

Removing the qualifier “unforeseeable” would substantially change the original intent and scope of the circumstances covered under these provisions whereby any type of closure including ones that are scheduled would meet the criteria of this clause.

In addition, the Bargaining Agents seeks to add “in service” to this paragraph. The Employer is uncertain of the rationale behind this proposal. That said, it is not aware that there are challenges with this current language (that aligns with that across the CPA) and, therefore, would not be in agreement with such a change.

The Bargaining Agent has failed to provide any evidence to justify their demands to expand the provisions for this paragraph, which would result in a significant departure from the original intent of the language.

***Increase cap for specific types of appointments***

The Bargaining Agent is proposing at 46.03 g) to increase the cap on the leave to attend an appointment with a legal, paralegal, financial or other professional representative from 7.5 hours to 15 hours. It is the Employer's position that cap should remain at 7.5-hours since the primary use of leave with pay under Article 46 is for family-related reasons and not to attend appointment related to personal matters. The original intent of the clause is to assist an employee with balancing work and family-related responsibilities.

***Visit a terminally ill family member (new 46.03 h)***

The Bargaining Agent is proposing to add “*to visit a terminally ill family member*” to the list of circumstances for which the leave with pay shall be granted. The Bargaining Agent’s proposal at 46.03 h) is already adequately addressed under paragraphs 46.03 b) and c). The Employer submits that there is no justification why the provisions for this article should be further expanded. The leave entitlements currently provided for in the collective agreement could find application for this specific circumstance. The Bargaining Agent’s proposal is not found in any CPA collective agreement.

In closing, the Bargaining Agent has failed to share any rationale or analysis that would support their proposals on this article, all of which represent significant costs and impacts on operations, as well as service to Canadians.

Considering all of the above, the Employer requests that the Commission not include any of the Bargaining Agent’s proposals to expand the circumstances for which leave can be granted under this Article in its report and requests that the article be renewed without changes.

## Article 49 – Bereavement Leave with Pay

### Union 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 20th 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.**

#### **Employer Proposal (amended)**

**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 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 An employee is entitled to three (3) consecutive working days of bereavement leave with pay in the event of a stillbirth experienced by them or their spouse or common-law partner or where they would have been a parent of the child born as a result of the pregnancy. For greater certainty, stillbirth is defined as an unborn child on or after 20 weeks of pregnancy. The leave may be taken during the period that**

**begins on the day on which the stillbirth occurs and ends no later than 12 weeks after the latest of the days on which any funeral, burial or memorial service in respect of the stillbirth occurs.**

**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.**

## **Remarks**

### *Expansion to the definition of family*

Despite the parties agreeing in the last round of collective bargaining to improve this provision by expanding the definition of family to include “*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*”, the Bargaining Agent is again proposing to expand the definition of family as per its proposal related to Article 2, definition of family.

The expansion of the definition would broaden the scope far beyond what is found in all other collective agreements in the core public administration.

In addition, the Bargaining Agent is proposing to delete the notion that employees are entitled to bereavement leave only once in an employee's career in the public service as it relates to a person who stands in the place of a relative (linked to its proposal to expand the definition of family). This element is part of the new provision that was introduced in the collective agreement in the last round of negotiation.

Again, the Employer is of the view that no sufficient justification supporting these proposed expansions to the definition of family was provided by the Bargaining Agent.

### *Travel*

The Bargaining Agent is also seeking to increase the amount of paid leave to be granted to employees for the purpose of travel related to the death from three (3) to five

(5) days and that this expansion would broaden the scope far beyond what is found in all other collective agreements in the core public administration.

Again, the Employer is of the view that no sufficient justification supporting this proposal was provided by the Bargaining Agent.

#### Employees on caregiving leave

The parties successfully negotiated caregiving leave in the most recent round of collective bargaining. No sufficient justification supporting this proposal was provided by the Bargaining Agent.

For all the reasons explained above, the Employer requests that the Commission not include any of the Bargaining Agent's proposals in its report and requests that the article be renewed without changes.

### **Employer proposal**

#### Expansion of bereavement leave

In response to the Bargaining Agent's demand to expand the provisions of Article 49, the Employer has tabled a new clause (49.04) which would provide bereavement leave with pay for employees who have experienced stillbirth, or whose spouse or common-law partner experienced the loss, or where an employee would have been a parent (including adoption and surrogacy) of the child born.

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

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

The Employer is also proposing subsequent changes at new 47.05 and 47.06 to align with current provisions in the article.

The Employer's counterproposal would ensure a consistent application of this entitlement across departments in situations of stillbirth.

This is the only improvement the Employer would foresee to this clause.

This improvement to Article 49 would be made **in the context of a negotiated settlement**.

Clause 49.05

The Employer is proposing to correct an incorrect reference in clause 49.05. The Employer is of the view that this is a mere housekeeping change.

For all the reasons explained above, the Employer requests that the Commission only include its counter proposal in its report.



**Article 53 – Career Development Leave****Union Proposal****Article 53: career development leave**

**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. **Requests shall be responded to in writing no later than thirty (30) days following the request. Employees whose requests are denied shall be provided with a detailed reason for the refusal. No requests shall be unreasonably denied.** 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.

**Remarks**

The Bargaining Agent is proposing a new process for career development leave requests where responses would be subject to a prescriptive timeline of 30 days, be provided in writing and contain the reasons in the written response in the case of a refusal and that no requests shall be unreasonably denied.

The Bargaining Agent has not provided a sound rationale that would support the burden that would be posed with the introduction such language. The timelines posed by the Bargaining Agent would not be feasible. Further, the addition of “shall not be unreasonably denied” would impose on management discretion approving requests in an equitable manner that would consider budget, operational requirements, and human resource planning.

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

## 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, **or CORCAN Community Industries as defined by CSC. The CSSDA is not payable to incumbents of positions located within Correctional Learning and Development Centres, Regional Headquarters, and 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.**

(...)

### Employer Movement

~~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, **or CORCAN Community Industries as defined by CSC. The CSSDA is not payable to incumbents of positions located within Correctional Learning and Development Centres, Regional Headquarters, and National Headquarters.**

**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.

(...)

### **Remarks**

The Employer has several proposals pertaining to Article 61 on the Correctional Service Specific Duty Allowance, or CSSDA.

#### **Deletion of the transitional paragraph**

This legacy language was meant to facilitate the transition between the Penological Factor Allowance – PFA and the CSSDA; which was introduced two round ago.

Article 61.01 clearly outlines the eligibility criteria agreed to by the parties and therefore the transitional paragraph is no longer required. Furthermore, the transitional paragraph states “that only incumbents of positions deemed eligible and/or receiving PFA as of signing of this collective agreement ... shall receive the CSSDA”. This statement is no longer relevant as PFA is no longer referenced elsewhere in the collective agreement.

#### **CORCAN Community Industries**

The CSSDA is currently not paid to employees working in CORCAN Community Industries that are located outside of penitentiaries. Clause 61.01 specifically provides for the CSSDA to be paid to employees performing eligible duties “within penitentiaries” as defined in the *Corrections and Conditional Release Act*, and/or CSC Commissioner Directives.

In the spirit of trying to advance negotiations, the Employer included a revised proposal in its initial comprehensive offer tabled on May 4, 2022, to broaden the scope of eligibility to include CORCAN Community Industries as defined by the CSC. This change would render a number of additional GS and GL classified employees eligible for this allowance.

A consequential change of this proposed expansion is the deletion of a portion of the language initially tabled at the end of 61.01 that refers to CORCAN establishments.

To demonstrate further movement in the context of the PIC, the Employer would be open to deleting the language that the CSSDA would be payable in CORCAN Community Industries “as defined by the CSC”.

The Employer would be open to the language proposed **in the context of a negotiated settlement.**

Clarification – where CSSDA is not payable

The Employer is withdrawing its proposal to add a clarification as to where the CSSDA is not payable (reflects Correctional Service of Canada (CSC)'s CSSDA Guidelines and PFA Guidelines).

Ten (10) day eligibility period

Again, in the spirit of trying to advance negotiations, the Employer would be open to withdrawing its proposal at 61.02 in the context of the PIC.

Given all the above, the Employer requests that the Commission include its proposal on CSSDA in its report.

## Article 63 – Dangerous Goods

### Union 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.~~

### Remarks

The Bargaining Agent seeks to expand the eligibility for the dangerous goods allowance to include handling and transporting as well as to change it from a daily allowance of \$3.50 with a monthly maximum of \$75 to a monthly allowance of \$150.

[Cohoon v. Treasury Board \(Department of National Defence\) - 2013 PSLRB 34](#) (Exhibit 14) confirms that the allowance is paid for being certified, assigned, and required to package and label dangerous goods for shipping in accordance with the *Transportation of Dangerous Goods Act*.

The addition of “handling, or transporting” would open entitlement up to anyone who in any way handles or transports a “dangerous good” as found on the lengthy list contained in the *Act* (e.g., aerosols, alcohol, caffeine, gasoline, matches, paint, paint thinner, refrigerating machines. This would greatly expand the allowance beyond its original narrow intent and extend eligibility to most employees.

In terms of the movement to a monthly allowance that would double the current maximum, the Employer asserts that the Bargaining Agent has not provided any rationale that would justify such a costly amendment.

Given that this type of work is mostly completed by employees classified in the General Services (GS) group, the Employer submits that it is appropriate that GS group employees receive this allowance on a monthly basis in the amount of \$75, as per the provisions of the GS group specific provisions in Appendix C:

### ***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.*

For all the reasons explained above, the Employer requests that the Commission not the Bargaining Agent's proposal in its report and requests that the article be renewed without changes.

## Article 67 – Pay Administration

Union Proposal
<p><b>NEW</b></p> <p><b>67.08</b></p> <ul style="list-style-type: none"> <li>a. <b>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></li> <li>b. <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.</b></li> </ul> <p><b>67.089</b> When the regular pay day 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.</p> <p><b>Pay administration</b></p> <p><b>67.0910</b> The Employer <del>will endeavour to</del> <b>shall</b> make payments for overtime and other premium payments within four (4) weeks <b>after it is earned.</b> <del>following the end of the calendar month in which it is earned.</del></p> <p><i>(subsequent renumbering)</i></p>

### Remarks

The Bargaining Agent is seeking various changes to the current administration of acting pay. With new clause 67.08, the Bargaining Agent proposes cumulative acting periods to determine the next increment for acting pay.

The Directive on Terms and Conditions of Employment, an Employer policy document which applies consistently across the core public administration, provides timelines with respect to pay schedules, as well as rules and processes for acting pay, overpayments and emergency salary advances.

The current provisions are consistent with other core public administration collective agreements. The Bargaining agent proposed similar changes during the last round at the PSAC Common Table negotiations but has not provided any new information to justify them.

The Bargaining Agent also seeks to amend language within clause 67.09 to stipulate that the Employer **shall** make payments for overtime within 4 weeks after it is **earned**. The current language is consistent across the core public administration. It is also important to note that there are steps in the acting pay process that could render the

Bargaining Agent's proposed language almost impossible to respect (e.g., data entry from stakeholders as well as pay system cut off dates for each pay period).

The Employer submits that these proposals would impose introduce a significant strain on the administration of pay across departments and would complicate the human resource and payroll systems at a time when the Employer is seeking opportunities to simplify the administration of pay. Unless supported by sound rationales and analysis, proposals that would complicate the payroll system are untenable.

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



## Article 68 – Compensatory Leave

### Union 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 in cash 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 amendment throughout the agreement must be made pursuant to these changes being agreed upon.*

### Remarks

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

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

The Employer submits that the current provision, by which an employee makes a request to be compensated in cash or leave and submits it for the Employer's approval, is reasonable as it allows the Employer to consider operational and organizational requirements. This provision is also consistent with other collective agreements. In the Employer's view, there is no justification to make the proposed changes.

The parties agreed on this language for a reason. The Bargaining Agent has not provided any rationale as to why the parties would amend this article which aligns with language across the core public administration.

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

**NEW – Helicopter Work Premium**

Union Proposal
<b>NEW</b> <b>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.</b>

**Remarks**

The Bargaining Agent seeks to introduce a new provision that would provide a premium equal to one time (1X) their hourly rate in addition to their regular pay per to all employees required to work during helicopter operations.

The Bargaining Agent has not provided a rationale or provided a clear picture of what problem this new premium seeks to address or how it would work. For example, what employees would be eligible for such a premium and in what circumstances?

An allowance is meant to compensate employees for exceptional circumstances. The Bargaining Agent has not provided justification of such an allowance being required.

If one were to follow the clear language of the proposed language an arbitrator could direct that all employees in the vicinity of a helicopter operation, regardless of their role or impact, would be eligible.

For employees with responsibilities or operational realities that are linked to helicopter operations, the Employer asserts that there is mandatory training to support their safety and security.

For all the reasons explained above, the Employer requests that the Commission not include the Bargaining Agent's proposal in its report.

## NEW – Duty to Accommodate

Union Proposal
<p><b>The duty to accommodate is the obligation to meaningfully incorporate diversity into the workplace. The duty to accommodate involves elimination or changing rules, policies, practices and behaviours that discriminate against person 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.</b></p> <p><b>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</b></p> <p><b>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 level.</b></p>

### **Remarks**

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

Given that there are well established and very effective policies that address the Employer's legal obligations in this regard, the Employer is opposed to introducing the duty to accommodate into the collective agreement.

### **Legal framework**

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

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

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

Under the *Canadian Human Rights Act* (Exhibit 16), employers must accommodate individuals and groups of individuals to the point of undue hardship considering issues of health, safety and cost.

### **Purpose of Act**

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

The *Employment Equity Act* (Exhibit 17) requires the reasonable accommodation of persons with disabilities and others within the federal workplace. The Act also requires employers to identify and remove barriers to the employment of persons in designated groups.

### **Purpose of Act**

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

### *Employer policies*

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

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

The Employer also submits that certain portions of the Bargaining Agent's proposal deal with staffing issues (i.e., deployments) which are governed by the *Public Service Employment Act* (Exhibit 18) and would therefore contravene section 113 of the FPSLRA (Exhibit 19).

**Collective agreement not to require legislative implementation**

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

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

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

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

## Appendix A – Firefighter (FR) Group, specific provisions and rates of pay - General - Long service pay

### Union 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:

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

### Employer movement (included in initial comprehensive offer)

*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.*

#### 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:

Period of service in the public service	Annual amount
5 to 9 years	<del>\$833</del> 890
10 to 14 years	<del>\$956</del> 1022
15 to 19 years	<del>\$1,103</del> 1,180
20 to 24 years	<del>\$1,249</del> 1,335
25 to 29 years	<del>\$1,395</del> 1,490
30 years or more	<del>\$1,541</del> 1,648

**Remarks**

The Bargaining Agent is seeking an increase to the Firefighter Long Service pay and proposing that it changes from a current flat rate (annual amount) to a percentage of employees' annual salary (ranging from 1% to 6%).

The Bargaining Agent has not provided a strong justification supporting this costly proposal – over \$0.66M per year, or 0.08% of the SV wage base.

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

Alternatively, **in the context of a negotiated settlement**, the Employer proposes the above-noted increases to adjust the flat rates. The Employer considers its proposal reasonable and fair especially when one considers that long service pay was increased in the last round of collective bargaining.

The Employer proposes that such an increase would address the Bargaining Agent's proposal for an increase to the Firefighter Long Service pay.

## Appendix B – General Labour and Trades (GL) Group, specific provisions and rates of pay - Dirty work allowance

Union Proposal
<p><b>Dirty work allowance</b></p> <p><b>6.01</b> When an employee is required to come in physical contact with the pollutant while engaged in the cleaning up of <b>sewage and grey water, chemical residue, pollutants of any amount or</b> oil spills, in excess of two hundred (200) litres which resulted from a <del>marine</del> 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.</p>

### Remarks

The Bargaining Agent is proposing to expand the conditions and nature of the dirty work allowance for the GL group to include the cleaning up of sewage and grey water, chemical residue and pollutants of any amount. In addition, the Bargaining Agent seeks to delete the word “marine” and thus expand eligibility to all “disasters”.

The Employer submits that this provision was intended to compensate for the cleaning up of oil spills in excess of 200 liters.

The classification standards for the GL recognize the particularities of this group, including the work conditions (environment and hazards) (Exhibit 20). Accordingly, the cleaning up of sewage and grey water, chemical residue and pollutants are part of the day-to-day work of employees in the GL group and are covered by the basic rate of pay. An allowance is meant to compensate employees for exceptional circumstances. The Bargaining Agent has not provided justification of such allowance being required.

For these reasons the Employer requests that this proposal not be included in the Commission's report.



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

Union Proposal
<p><b>7.01</b> An employee shall be paid a height pay allowance equal to twenty-five per cent (25%) of the employee's basic hourly rate of pay on a pro rata basis for actual time worked:</p> <ul style="list-style-type: none"> <li>a. on land-based towers where they are required to work <del>thirty (30)</del> <b>ten (10)</b> feet or more above the ground;</li> <li>b. for installation or repair work <del>thirty (30)</del> <b>ten (10)</b> feet above the ground, on the side of buildings, ships or structures where the method of support is by moveable platform (excluding manlifts);</li> <li>c. for repair work at a height of <del>thirty (30)</del> <b>ten (10)</b> feet or more above the ground, <del>on cranes where no scaffolding exists.</del></li> </ul>

### Remarks

The Bargaining Agent is proposing to significantly expand eligibility for this height allowance from higher than 30 feet or more to 10 feet or more. In addition, it also seeks to delete the agreed upon eligibility exclusion for repair work on cranes where no scaffolding exists.

The Bargaining Agent's proposals would expand eligibility to include any work above 10 feet and would apply to daily tasks for many employees. Given that training, equipment and safety measures are in place in accordance with health and safety legislation for employees working in heights. The Employer is focused on protecting the health and safety of its employees and submits that the purpose of this allowance is to compensate for the discomfort and not for risk.

The Bargaining Agent has not provided sufficient justification to support such a costly expansion of this allowance. The Employer submits that the current provision is reasonable, and consistent with all CPA agreements that have height pay, including the Ship Repair West and Ship Repair East groups.

The Employer is opposed to this significant, unnecessary, and costly departure from the current scope.

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

**Appendix B – General Labour and Trades (GL) Group, specific provisions and rates of pay - Annex E - Special Conditions Applicable to Lockmasters, Bridgemasters and Canal Operators**

<b>Union Proposal</b>
<p><b>11. Shift and weekend premiums</b></p> <p>a. Shift premium</p> <p>An employee working on shifts will receive a shift premium of <del>two dollars and twenty-five cents (\$2.25)</del> <b>five dollars (\$5.00)</b> per hour for all hours worked, including overtime hours, between 4 pm and 8-12 am. <del>The shift premium will not be paid for hours worked between 8 am and 4 pm.</del></p> <p><b>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></p> <p>b. Weekend premium</p> <p>An employee working on shifts during the weekend will receive an additional premium of <del>two dollars (\$2.00)</del> <b>five dollars (\$5.00)</b> per hour for all hours worked, including overtime hours, on Saturday or Sunday.</p>
<b>Employer Proposal</b>
<p><b>11. Shift and weekend premiums</b></p> <p>b. Weekend premium</p> <p>An employee working on shifts during the weekend will receive an additional premium of two dollars (\$2.00) per hour for all <b>regularly scheduled</b> hours worked, <del>including overtime hours</del>, on Saturday or Sunday.</p>

**Remarks**

**Increases to the shift and weekend premiums**

Similar to its proposals in Article 27 and Appendix D HP, clause 5.01 Shift premium, the Bargaining Agent is proposing to increase the shift premium from \$2.25 to \$5.00. To note, this premium was increased from \$2.00 to \$2.25 in the 2018 round of collective bargaining.

For hours worked on shifts between 00:00 and 08:00, the Bargaining Agent seeks to increase the shift premium from \$2.25 to \$8.00 for all hours worked. While the Employer requires more information to cost, it is apparent that it would be significant.

In terms of the weekend premium, the Bargaining Agent seeks to increase it from \$2.00 \$5.00 for all hours worked on Saturday and Sunday. The cost of this proposed increase for the whole SV group would be significant (see remarks on Bargaining Agent proposal related to Article 27).

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

The Employer submits that the SV group is already ahead of other core public administration shift premium values and is consistent with other collective agreements with regard to the weekend premium.

The Employer requests that the Commission not include these proposals in its report.

*Employer's proposal: Weekend premium to be paid for regularly scheduled hours*

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

Employees working on shifts are paid a weekend premium to compensate for the disruption of being regularly scheduled to work on a weekend. This principle is supported by jurisprudence (see *Turner v. Treasury Board*, 2005 PSLRB 162 Exhibit 9):

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

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

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

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

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

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

Please note, the Employer has similar proposals for Article 27.

## Appendix B – General Labour and Trades (GL) Group, specific provisions and rates of pay - Annex N - GL-MAM, Refrigeration HVAC Technicians

Union Proposal
<p><b>GL-MAM, Building System Technician and Refrigeration HVAC Technicians</b></p> <ol style="list-style-type: none"> <li>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 <b>and building systems technicians or equivalent</b> in the Operational Services (SV) group. The Employer will provide an annual terminable allowance of <del>eight thousand and four hundred and eighty dollars (\$8,480)</del> <b>ten thousand and five hundred dollars (\$10,500)</b> to workers in the GL classification who have the skills and knowledge obtained from the completion of a provincial A/C Refrigeration Technician license or a building system technician certification or equivalent and perform refrigeration HVAC duties. <del>-MAM refrigeration HVAC technicians who have refrigeration and air conditioning mechanic certification and perform the duties of a GL-MAM refrigeration HVAC technician.</del></li> <li>2. The parties agree that <del>GL-MAM refrigeration HVAC technicians</del> <b>workers as outlined above</b> shall be eligible to receive an annual “terminable allowance” subject to the following conditions: <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>iii. A part-time employee shall be entitled to the terminable allowance on a pro-rata basis.</li> <li>iv. An employee shall not be entitled to the allowance for periods he is on leave without pay or under suspension.</li> </ol> </li> </ol>
Employer Movement (included in initial comprehensive offer)
<p><b><i>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.</i></b></p> <p><b>Annex “N”: GL-MAM, Refrigeration HVAC Technicians</b></p> <ol style="list-style-type: none"> <li>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 <del>eight thousand and four hundred and eighty dollars (\$8,480)</del> <b>nine thousand and sixty-five dollars (\$9,065)</b> to GL-MAM refrigeration HVAC technicians who have refrigeration and air conditioning mechanic certification and perform the duties of a GL-MAM refrigeration HVAC technician.</li> </ol>

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 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.

**This memorandum of understanding annex, and terminable allowance, expires on August 4, 2025.**

### **Remarks**

The Bargaining Agent is proposing to broaden the eligibility for the annual terminable allowance provided to refrigeration HVAC technicians in the GL-MAM sub-group to include building systems technicians or equivalents and to increase the annual terminable allowance from \$8,840 to \$10,500.

Not including the proposed extension to eligibility, this proposal represents a cost of over \$185K per year, 0.02% of the SV wage base.

The Employer submits that expanding the eligibility of the allowance to all employees in the GL group who have the skills and knowledge obtained from the completion of a provincial A/C Refrigeration Technician license or a building system technician certification or equivalent and perform refrigeration HVAC duties goes beyond the original scope and intention of the allowance. Furthermore, the Bargaining Agent seeks to delete language that stipulates that, on top of having the certifications, employees must be performing the duties of a GL-MAM refrigeration technician.

This terminable allowance was introduced two rounds ago to address a specific sub-set of the GL-MAM group with recruitment and retention challenges. This allowance forms a significant portion of the salary of those employees who perform the duties of HVAC technician. Currently 78 employees in the GL-MAM sub-group receive the allowance.

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

Alternatively, **in the context of a negotiated settlement**, the Employer proposes the above-noted increases. The Employer considers its proposal reasonable and fair

especially when one considers that this terminable allowance was increased in the last round of collective bargaining.

In addition, the Employer also seeks to add an expiry date to this provision. Expiry dates are a typical practice when the parties negotiate terminable allowances linked to recruitment and retention.

**Appendix C – General Services (GS) Group, specific provisions and rates of pay -  
Dangerous Goods**

Union Proposal
<p><b><del>Dangerous goods</del></b></p> <p><b><del>6.01</del></b> An employee certified pursuant to the <i>Transportation of Dangerous Goods Act</i> 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.</p> <p><i>(Strikeout being proposed in relation to Union proposal in Article 63)</i></p> <p><i>(Subsequent renumbering)</i></p>

**Remarks**

See the Employer's remarks regarding the Bargaining Agent's proposal for changes to Article 63, Dangerous Goods.

The Employer seeks to maintain status quo on this provision.



**Appendix C – General Services (GS) Group, specific provisions and rates of pay -  
Dirty Work Allowance**

<b>Union Proposal</b>
<b>NEW – Dirty Work Allowance</b>  <b>6.02 When and 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.</b>

**Remarks**

The Bargaining Agent is proposing to introduce a new and expanded dirty work allowance for the GS group. This allowance would provide compensation for the cleaning up of sewage and grey water, chemical residue, pollutants of any amount, or oil spills.

The classification standards for the GS recognize the particularities of this group, including the work conditions (environment and hazards) (Exhibit 21). The GS group is comprised of 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. This includes cleaning and servicing of buildings and adjacent grounds, including housekeeping and janitorial services, and the cleaning of laboratory equipment.

Accordingly, the nature of their work is such that they are required to deal with a variety of substances on a regular basis. Dirty work is part of the GS day to day work and is covered by the basic rate of pay. An allowance is meant to compensate employees for exceptional circumstances. The Bargaining Agent has not provided justification of such allowance being required.

For these reasons, the Employer requests that this proposal not be included in the Commission's report.

### **Appendix D – Heating, Power and Stationary Plant (HP) Group, specific provisions and rates of pay - Shift premium**

<b>Union Proposal</b>
<p><b>5.01</b> An employee working on a twelve (12) <del>or ten (10)</del> hour shift schedule shall receive a shift premium of <del>two dollars and twenty-five cents (\$2.25)</del> <b>five dollars (\$5.00)</b> per hour for all hours worked between 4 pm and 8 12 am. <del>The shift premium will not be paid for hours worked between 8 am and 4 pm.</del></p> <p><b>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></p>

#### **Remarks**

The Bargaining Agent is seeking to extend the eligibility for the shift premium beyond what is already provided at Appendix D.

#### **Article 25: hours of work**

##### **25.01**

##### **Shift work**

- d. a “**shift**” means the rotation through two (2) or more periods of eight (8) hours or longer where the Employer requires coverage of sixteen (16) hours or more each day; or, where the Employer requires the employee to work on a non-rotating and indefinite basis on evening or night duty of which half (1/2) or more of the hours are scheduled between 18:00 hours and 06:00 hours.*

As specified in Appendix D, clause 5.01, the parties have agreed that HP employees that work 12 hours are eligible to receive a shift premium.

It is not clear to the Employer what the Bargaining Agent is attempting to achieve with its proposal. Accordingly, the Employer requests that the Commission not include this proposal its report.

#### **Increases to the shift and weekend premiums**

Similar to its proposals in Article 27 and Appendix B, GL, Annex E, 11. Shift and weekend premiums, the Bargaining Agent is proposing to increase the shift premium from \$2.25 to \$5.00. To note, this premium was increased from \$2.00 to \$2.25 in the 2018 round of collective bargaining.

For hours worked on shifts between 00:00 and 08:00, the Bargaining Agent seeks to increase the shift premium from \$2.25 to \$8.00 for all hours worked. While the Employer requires more information to cost, it is apparent that it would be significant.

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

The Employer submits that the SV group is already ahead of other core public administration shift premium values and is consistent with other collective agreements with regard to the weekend premium.

The Employer requests that the Commission not include these proposals in its report.

**Appendix D – Heating, Power and Stationary Plant (HP) Group, specific provisions and rates of pay - Dirty work allowance**

<b>Union Proposal</b>
<b>NEW – Dirty Work Allowance</b>  <b>6.01 When and 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.</b>

**Remarks**

The Bargaining Agent is proposing to introduce a new and expanded dirty work allowance for the HP group. This allowance would provide compensation for the cleaning up of oil spills in excess of 200 liters, as well as the cleaning up of organic matter, chemical residue and other pollutants.

The classification standards for the HP recognize the particularities of this group, including the work conditions (environment and hazards) (Exhibit 22). The HP group is comprised of positions that are primarily involved in the maintenance, repair and operation of machines, equipment and government facilities. This includes working on equipment and machinery used in sewage treatment and disposal, water supply and treatment, marine navigation and the handling/storage of fuels and lubricants. Accordingly, the nature of their work is such that they are required to deal with a variety of substances on a regular basis. Dirty work is part of the HP day to day work and is covered by the basic rate of pay. An allowance is meant to compensate employees for exceptional circumstances. The Bargaining Agent has not provided justification of such allowance being required.

For these reasons, the Employer requests that this proposal not be included in the Commission's report.

## Appendix F – Lightkeepers (LI) Group, specific provisions and rates of pay - Vacation leave

Union Proposal
<p><b>Accumulation of vacation leave</b></p> <p><b>NEW</b></p> <p><b>1.05 Every employee who is proceeding on vacation leave of a minimum 2 weeks duration shall be granted, once in each fiscal year, in addition to his 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.</b></p> <p><b>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.</b></p>

### Remarks

The Bargaining Agent is requesting a new travel time provision that would provide employees in the LI group embarking on a minimum of 2 weeks' vacation leave with 2 days of leave with pay to journey out and back from the Lightstation.

Agreeing to such a change would represent a financial cost for the Department of Fisheries and Oceans and would exceed the provisions contained in other core public administration collective agreements without justification. This proposal represents a cost of over \$41K per year ongoing and 0.01% of the SV wage base.

For the Bargaining Agent's proposal regarding vacation leave, the Employer asserts that Article 37, clause 37.06 of the SV group collective agreement (below) already applies to the Lightkeepers and is sufficient.

***37.06 The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial, alteration or cancellation of a request for vacation leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason therefor, upon written request from the employee.***

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

**Appendix F – Lightkeepers (LI) Group specific provisions and rates of pay -  
Annex B - Supplementary allowance**

<b>Union Proposal</b>
<p><b>Supplementary allowance</b></p> <p>a. The following supplementary allowance shall be paid to each Lightkeeper:</p> <p><b>Full-time station</b></p> <ol style="list-style-type: none"> <li>1. in 1- and 2-employee stations: <del>2,800</del>371</li> <li>2. in 4-employee stations: <del>2,400</del>032</li> </ol>
<b>Employer Movement (included in initial comprehensive offer)</b>
<p><i>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.</i></p> <p><b>Supplementary allowance</b></p> <p>a. The following supplementary allowance shall be paid to each Lightkeeper:</p> <p><b>Full-time station</b></p> <ol style="list-style-type: none"> <li>1. in 1- and 2-employee stations: <del>\$2,371</del> <b>2,535</b></li> <li>2. in 4-employee stations: <del>\$2,032</del> <b>2,172</b></li> </ol>

**Remarks**

The Bargaining Agent is seeking an increase to the Supplementary Allowance for the Lightkeepers (LI) group in full-time stations - from \$2,231 to \$2,800 and from \$2,032 to \$2,400.

The Bargaining Agent has not provided a rationale that would justify such an increase that would equal \$55K or 0.01% of the SV of the SV group wage base.

Alternatively, **in the context of a negotiated settlement**, the Employer proposes the above-noted increases. The Employer considers its proposal reasonable and fair especially when one considers that this supplementary allowance was increased in the last round of collective bargaining.

The Employer proposes that such an increase would address the Bargaining Agent's proposal for an increase to the Lightkeepers Supplementary Allowance.

**Appendix F – Lightkeepers (LI) Group specific provisions and rates of pay -  
Annex C - Accommodation and services**

<b>Union Proposal</b>
<b>NEW – Non-Rotational Lightstation Service Allowance</b>  <b>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.</b>

**Remarks**

The Bargaining Agent proposes a new monthly non-rotational Lightstation Service Allowance of \$352.35 for each month the employee is assigned to a non-rotational lightstation.

It is the understanding of the Employer that this new allowance would be provided to all LI classified employees working full time and living at a lightstation. This would apply to approximately 50 Lightkeepers and, given they live full time at the station, would represent a cost of \$247,350 annually. It is also the Employer's understanding that this allowance would be in addition to the established Lightkeeper Supplementary Allowance.

It is the Employer's opinion that the Bargaining Agent has not established a need or a problem that would justify this costly new provision. Therefore, the Employer requests that the Commission not include the Bargaining Agent's proposals in its report.

## Appendix F – Lightkeepers (LI) Group specific provisions and rates of pay - Annex D – Meteorological Allowance

Employer Proposal	
<b>Annex “D”: Meteorological Allowance</b>	
<i>The Employer proposes to delete Annex D as well as the reference to the Annex in clause 5.02.</i>	
<del>5.02 The formula under which the allowance for meteorological and such related observations is calculated shall be maintained during the life of this agreement. However, clause 36.09 of Article 36 will not apply.</del>	
<del>Annexe “D”: meteorological allowance</del>	
<del>The following is the formula for meteorological observations and extra payments made for certain specified duties:</del>	
<b>Formula</b>	
Formula	41.46
<b>Extra observations</b>	
Anemometer	80.96
Climate report	123.10
Ceiling balloon	80.96
Sunshine abstracts	41.05
Automatic rain gauge	46.60
Same with abstracts	80.96
Water temperature	90.96
Same with abstracts	166.38
<del>It is also understood that the maximum amount payable per annum to a Lightkeeper is one thousand six hundred and twenty three dollars (\$1,623).</del>	

### **Remarks**

The Employer seeks to delete Annex “D”: Meteorological Allowance given that it is no longer active.

Currently, Lightkeepers do not get paid this allowance as it is no longer part of their official responsibilities nor a requirement of the position.

The Employer respectfully submits that the parties should agree to delete this outdated provision.



**Appendix G – Ships' Crews (SC) Group, specific provisions and rates of pay -  
General administration – Sailing Time**

<b>Union Proposal</b>
<p><b>6. Sailing Time</b></p> <p><b>NEW</b></p> <p><b>6.07 The parties agree that all lay-day on-cycle be no more than twenty-eight (28) days in length.</b></p>

**Remarks**

The Bargaining Agent seeks to limit all lay-day on-cycles to no more than twenty-eight (28) days in length.

Historically, lay-day on-cycles during Arctic Voyages were typically 42-days and a 28-day cycle has been common for all other lay-day on-cycles. While recently, Ships' Crew on Arctic voyages have been working a 4-week on-cycle (i.e., 28 days), clients (e.g., Natural Resources Canada, United Nations Convention on Law of the Sea (UNCLOS)) at times require more than 28 day on-cycles depending on the location and time required for their research program.

Given this, the Employer requires continued flexibility in planning and crew on-cycle duration to meet client and program requirements (e.g., location, length of time needed).

Furthermore, the Employer submits that it would be extremely inappropriate for the parties to negotiate and include such an operational provision in the collective agreement as it would limit the Employer's ability to manage its operations and assign duties based on operational requirements, which is a managerial prerogative under s. 7 of the *Federal Public Sector Labour Relations Act*.

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

## Appendix G – Ships' Crews (SC) Group, specific provisions and rates of pay - General administration - Meals and quarters

Union Proposal
<p><b>7. Meals and quarters</b></p> <p><b>7.01</b> 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.</p> <p><b>7.02</b> 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:</p> <ul style="list-style-type: none"> <li>a. when the vessel is away from home port <b>or in home port, the employee shall be put on travel status as per the National Joint Council Directive.</b> <del>reimbursement for actual and reasonable costs incurred for meals and/or lodging;</del></li> <li>b. <del>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.</del></li> </ul>

### Remarks

The Bargaining Agent has proposed the following changes:

- when a vessel is away from home port, employee to be on travel status, as per NJC Travel Directive, and rather than be reimbursed for reasonable costs for meals and lodging, would be eligible for NJC rates; and
- when vessel is in home port, increase from \$13 or \$14 per day for meals to NJC Travel Directive Rates (e.g., breakfast, lunch, and dinner).

To note, during the last round of collective bargaining the parties agreed to increase the values included in paragraph 7.02 b. - from \$10.50 to \$13 for workdays of less than 12 hours and from \$11.50 to \$14 for workdays of 12 hours or more.

As per the NJC Travel Directive, Appendix C, Allowances (October 1, 2022):

	Canadian \$ (taxes included)			
	Canada & USA	Yukon & Alaska	N.W.T.	Nunavut
Private non-commercial accommodation allowance	50.00	50.00	50.00	50.10
Breakfast - 100% (up to 30 <sup>th</sup> day)	22.80*	23.35	25.55	29.25
Lunch - 100% (up to 30 <sup>th</sup> day)	23.05*	21.45	31.00	35.50
Dinner - 100% (up to 30 <sup>th</sup> day)	56.60*	61.85	66.35	94.55
Incidental allowance – 100%	17.30*	17.30	17.30	17.30

	<b>Canadian \$ (taxes included)</b>			
	<b>Canada &amp; USA</b>	<b>Yukon &amp; Alaska</b>	<b>N.W.T.</b>	<b>Nunavut</b>
(up to 30th day)				
Meals and incidentals – 100% (up to 30th day)	119.75	123.95	140.20	176.60

\* NOTE: Refer to Appendix D for United States of America (Outside the Continental USA ONLY: Guam, Hawaii, Northern Marianas, Puerto Rico and Virgin Islands) for meal and incidental allowances, paid in US funds.

The Employer contends that the current provisions are fair. When not in home port, employees are reimbursed for actual and reasonable costs incurred related to meals and lodging. When in home port, an Employee is compensated \$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.

The Employer contends that the current provisions strike a balance – fair to employees and reasonable for taxpayers.

The Ships' Crews' meals and quarters are aligned with those for the Ships' Officers. The Bargaining Agent is proposing a very costly increase to these provisions without offering a sufficient rational to justify.

Given all this, the Employer seeks to maintain status quo on these provisions and requests that the Commission not include this proposal in the report.

## Appendix G – Ships' Crews (SC) Group, specific provisions and rates of pay - Designated Paid Holidays

Union Proposal
<p><b>NEW – Designated Paid Holidays</b></p> <p><b>On days where a crew change coincides with a designated paid holiday listed in Article 32, shall be paid double time (2X) for all hours worked.</b></p>

### Remarks

The Bargaining Agent seeks to add a new provision to the SV group collective agreement that would provide for double time (2x) for all hours worked for both incoming and outgoing crews where a crew change coincides with a designated paid holiday. Such a new provision would not be in alignment with provisions for employees covered by the SC group collective agreement or other core public service agreements (e.g., Ships' Officers (SO)).

For most Ships' Crew their day normally starts at noon (crew change). For these employees who commence work/have crew change at noon, the definition for holiday in Appendix G would apply.

### **1. Interpretations and definitions**

#### **1.01** For the purpose of this agreement:

(...)

#### **b. "day"**

in relation to an employee means a twenty-four-(24) period during which that employee is normally required to perform the duties of his position and commences:

- i. at the designated crew change time for operations subject to Annex B (Conventional), Annex C (forty two hour averaging work system), Annex D (forty-six point six hour work system) and Annex E (lay-day work system).*
- ii. at 00:01 for all other operations*

Ships' Crews are compensated as per the appropriate annexes associated with their crewing system.

- Annex "B": conventional work system
- Annex "C": 42 hour averaging work system
- Annex "D": 46.6 hour averaging work system
- Annex "E": lay-day work system

It is the Employer's understanding that the Bargaining Agent's proposal was more targeted towards those systems that have mid-day crew changes (Annex D and E). Upon review of the language in annexes D and E, the Employer questions if the Bargaining Agent's would in fact be a decrease from current provisions.

Given the inconsistency with language within the SV collective agreement as well as across the core public administration as well as possible negative unintended consequences, the Employer respectfully requests that the Bargaining Agent's proposal not be included in the report.

### **Appendix G – Ships' Crews (SC) Group, specific provisions and rates of pay - Leave with Pay for Family-Related Responsibilities**

<b>Union Proposal</b>
<p><b>NEW – Leave with Pay for Family-Related Responsibilities</b></p> <p><b>Employees making use of leave provisions in Article 46: Leave with Pay for Family-Related Responsibilities shall exhaust their credits in the following ways:</b></p> <ul style="list-style-type: none"> <li><b>a. 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</b></li> <li><b>b. 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.</b></li> </ul>

#### **Remarks**

The Bargaining Agent has proposed significant changes to how Leave with pay for family-related responsibilities would apply to the Ships' Crews.

Article 46: Leave with pay for family-related responsibilities (FRR) and specifically clause 46.02, provides for leave with pay for FRR that are aligned with the standard work week. For example, those working a standard work week of 37.5 hours, may be granted up to 37.5 hours of leave with pay for FRR, those working a standard work week of 46.6 hours, 46.6 hours, etc.

For those employees classified as Ship's Crew, the Bargaining Agent proposes to limit the application of the leave to maximum 8 hours even if an employee were absent under this type of leave for their entire workday.

If we were to accept this, rather than receiving the same proportion of this type as other employees, they would receive much more. For example, someone working a lay-day crewing system with a 40-hour standard work week – 12 hours workday, max 8 hours of FRR applied per workday would in reality be getting over 20 additional hours of FRR per year.

Such a change would represent significant costs and represent a substantial deviation from what is provided to other employees covered by the SV and other core public administration collective agreements.

Given the above, as well as noting the Bargaining Agent has not provided a rationale that would justify such a costly change, the Employer respectfully requests that the Bargaining Agent's proposal not be included in the report.

**Appendix G – Ships' Crews (SC) Group, specific provisions and rates of pay -  
Annex G - Special allowances**

<b>Union Proposal</b>
<p><b>Special allowances</b></p> <p><b>NEW – Seagoing Allowance</b></p> <p>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.</p>
<b>Employer Movement (included in initial comprehensive offer)</b>
<p><i>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.</i></p> <p><b>Special allowances</b></p> <p>Ships' Crews with specialized training and qualifications shall receive the following allowance in accordance with the conditions set out for each allowance.</p> <p><b>Rescue specialist allowance</b></p> <p>An employee who completes the required training and becomes a Certified Rescue Specialist shall receive a monthly allowance of one hundred and <del>seventy-five dollars (\$175)</del> <b>eighty-seven dollars (\$187)</b> for each month the employee maintains such certifications and is assigned to a sea-going position where the employee may be required by the Employer to perform such duties.</p>

**Remarks**

*New – Seagoing Allowance*

The Bargaining Agent seeks to introduce a new sea-going allowance for Ships' Crews classified employees. As per the proposal, all sea-going employees would 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.

Typically, most Ships' Crews spend, at least, two (2) consecutive days at sea every month with some exceptions for training and leave. Therefore, this would effectively be an annual allowance of \$9,600 representing \$17.4M or 2.2% of the SV group wage base.

As the name of this sub-group suggests, being on a vessel is part of the Ships' Crews regular duties. Normally, an allowance is provided for activities, duties, situations, etc., that are above and beyond.

Given the above, as well as noting the Bargaining Agent has not provided a rationale that would justify such a costly change, the Employer respectfully requests that the Bargaining Agent's proposal not be included in the report.

*Rescue specialist allowance*

The Canadian Coast Guard (CCG) requires employees to be certified as Rescue Specialists (RS) to deliver on their responsibilities under the National Search and Rescue (SAR) Program. The SAR's Program's objectives are to minimize loss of life, injury, property damage and risk to the environment. Rescue Specialists act as paramedics of the sea. Approximately 600 SC classified employees are required to ensure this indispensable skill is available on board on its vessels.

Currently, the turnover rate in this voluntary role is leading to higher training costs and operational challenges. To support the mitigation of this problem, the Employer seeks to increase this monthly allowance from \$175 to \$187.

The Employer respectfully requests that its proposal be include in the report.



**Appendix G – Ships' Crews (SC) Group, specific provisions and rates of pay -  
Annex "I": training**

<b>Union Proposal</b>
<p><b>Annex "I": training</b></p> <p>This annex is in respect of the application of training for employees working under Annexes C, D and E.</p> <p><b>Definition</b></p> <p>Training refers to an activity where the Employer has determined that such training is necessary or will assist the employee in carrying out <b>their</b> <del>his/her</del> assigned duties, <b>or career development</b>.</p> <p>The following activities shall be deemed to be training:</p> <ol style="list-style-type: none"> <li>a course given by the Employer.</li> <li>a course offered by a recognized academic institution.</li> <li>a seminar convention or study session in a specialized field directly related to the employee's work.</li> </ol> <p><b>Upon written application by the employee, and with approval of the Employer, leave shall be granted for training. Requests shall be responded to in writing no later than thirty (30) days following the request. Employees who requests are denied shall be provided with a detailed reason for the refusal. No requests shall be unreasonably denied.</b></p> <p>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.</p> <p><b>Short-term training</b></p> <p>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.</p> <p><b>Long-term training</b></p> <p>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.</p> <p><b>Other</b></p> <p>Employees on training under Annex B will be compensated for the scheduled training period at their straight-time rate of pay.</p> <p>Employees on training shall be reimbursed for all reasonable travel expenses incurred.</p>

**Remarks**

With its proposed changes to the definition, the Bargaining Agent seeks to extend this annex to include career development.

The Employer contends that there are already provisions within the SV collective agreement that address career development, specifically Article 53, Career development leave. To note, the parties have outstanding proposals related to this article.

In addition, the Bargaining Agent seeks to establish strict parameters related to the Employer's responses to requests for career development leave.

Given the Employer's commitment to the on-going training of Ships' Crews, there are well established practices with regards to employee requests. Linked to the performance management cycle and workforce planning, management reviews applications and training plans with consideration to operational requirements, training availability (internal and external providers such as the Marine Institute), recertification requirements, schedules, planned programs, logistics, etc.

While it is current practice to reply to requests in writing, it can take longer than 30 days to respond given the above-noted considerations.

Given the above, as well as noting the Bargaining Agent has not provided a rationale that would justify such a change, the Employer respectfully requests that the Bargaining Agent's proposal not be included in the report.

## Various Proposals Related to the - Definition of Pay

### Appendices B, C, D and E

Employer Proposal
<p><b>Appendix B – General Labour and Trades (GL) Group specific provisions and rates of pay</b></p> <p><b>Interpretations and definitions</b></p> <p>For the purpose of this appendix:</p> <ul style="list-style-type: none"> <li>a. <b>“annual rate of pay”</b> means an employee’s weekly rate of pay multiplied by fifty-two decimal one seventy-six (52.176);</li> <li>b. <b>“daily rate of pay”</b> means an employee’s hourly rate of pay times his normal number of hours of work per day;</li> <li>c. <b>“pay”</b> means the basic rate of pay as specified in Annex A <del>and includes the supervisory differential and/or inmate training differential where applicable;</del></li> <li>d. <b>“weekly rate of pay”</b> means an employee’s daily rate of pay multiplied by five (5).</li> </ul>
<p><b>Appendix C – General Services (GS) Group specific provisions and rates of pay</b></p> <p><b>Interpretations and definitions</b></p> <p>For the purposes of this appendix:</p> <ul style="list-style-type: none"> <li>a. <b>“annual rate of pay”</b> means an employee’s weekly rate of pay multiplied by fifty-two decimal one seventy-six (52.176);</li> <li>b. <b>“daily rate of pay”</b> means an employee’s hourly rate of pay time the employee’s normal number of hours of work per day;</li> <li>c. <b>“weekly rate of pay”</b> means an employee’s daily rate of pay multiplied by five (5);</li> <li>d. <b>“pay” means the basic rate of pay as specified in Annex A.</b></li> </ul>
<p><b>Appendix D – Heating, Power and Stationary Plant</b></p> <p><b>Interpretation and definitions</b></p> <p><b>1.01</b> For the purpose of this appendix:</p> <ul style="list-style-type: none"> <li>a. <b>“daily rate of pay”</b> means the employee’s hourly rate of pay multiplied by the employee’s normal number of hours of work per day;</li> <li>b. <b>“weekly rate of pay”</b> means the employee’s daily rate of pay multiplied by five (5);</li> <li>c. <b>“annual rate of pay”</b> means the employee’s weekly rate of pay multiplied by fifty-two decimal one seven six (52.176);</li> <li>d. <b>“pay” means the basic rate of pay as specified in Annex A.</b></li> </ul>
<p><b>Appendix E – Hospital Services (HS) Group specific provisions and rates of pay</b></p> <p><b>Interpretation and definitions</b></p> <p>For the purpose of this appendix:</p> <p><b>“pay”</b> means the basic rate of pay as specified in Annex A <del>and includes the supervisory differential where applicable.</del></p>

## **Remarks**

The Employer seeks to amend or introduce the definition of “pay” in appendices B, C, D and E to align with the Memorandum of Settlement (MOS) (Exhibit 23) signed by the parties on April 10, 2018. The goal of this proposal is to clarify with no intention to change the scope, value or intent of the noted provisions.

Given the discrepancy in the definitions combined with the above noted MOS, this creates many questions and risks inconsistencies in application. It is the Employer's position that the parties should take this opportunity to clarify the definitions of pay to ensure the provisions are clear for all stakeholders (including employees, managers, departments and the Pay Centre).

## **Background**

Within the SV collective agreement, certain groups are eligible for Supervisory Differential (SD) and /or Inmate training Differential (ITD):

SV groups	SD	ITD
General Labour & Trades (GL)	✓	✓
General Services (GS)	✓	✓
Heating, Power and Stationary Plant Operation (HP)		✓
Hospital Services (HS)	✓	

## **Memorandum of Settlement (MOS)**

On April 10, 2018, the parties signed an MOS dealing with the calculation of the ITD and the SD to resolve a policy grievance which had not been finalized at the time the collective bargaining negotiations were taking place (Exhibit 24).

This MOS deals with the method of calculation for both the ITD and the SD and how they are used or not used for determining the new rate of pay for the purposes of appointments (deployments or promotions). The MOS signed on April 10, 2018, indicates that the ITD and/or SD is to be excluded in the calculation of the basic rate of pay.

## **Policy Grievance**

In 2013, it came to the attention of the Employer that departments were not consistent in their calculation of ITD and SD for the purposes of appointments. In September 2013, after discussions with departments, the Employer issued an information bulletin that explained the method of calculating ITD and SD when determining if an appointment is a promotion or a deployment (Exhibit 25). The information bulletin stated that the calculation of rates of pay would include the ITD and/or SD.

Shortly thereafter, PSAC filed a policy grievance on the information bulletin and the method of calculation. The parties agreed to work together to develop an MOS for one method of calculation for all groups found in the SV collective agreement.

As agreed to in the MOS, the Employer issued an updated information bulletin in 2018 to advise departments that the method of calculation had changed for the purposes of deployments and promotions (Exhibit 26). The Bargaining Agent issued a communiqué to their members advising them of the change and that they would have 120 days to provide specific information to request a recalculation. On September 25, 2019, the Employer advised the Bargaining Agent that all payments as per the MOS were completed.

#### Definition of “pay”

In order to align the agreement with the MOS signed by the parties in April 2018, and to avoid future misunderstandings or misapplications, the Employer proposes to:

- remove ITD and SD from the definition of pay for the GL group (Appendix B)
- add a definition of pay for the GS (Appendix C) and HP (Appendix D)
- remove SD from the definition of pay from the HP group (Appendix E)

The Employer requests that the Commission recommend this change in its report.

## Various Proposals Related to Notice Period for Changing Scheduled Shifts

### Appendices A, B, C, D, E and G

Employer Proposal
<p><b>APPENDIX “A” FIREFIGHTERS</b></p> <p><b>General</b></p> <p><b>2.05</b></p> <p>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 <del>ninety-six (96)</del> <b>seventy-two (72) hours'</b> <del>hours'</del> 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.</p>
<p><b>APPENDIX “B” GENERAL LABOUR AND TRADES</b></p> <p><b>Hours of work and overtime</b></p> <p><b>1.04</b> An employee whose scheduled hours of work are changed without <del>seven (7) days</del> <b>four (4) days</b> prior notice:</p> <ol style="list-style-type: none"> <li>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;</li> <li>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.</li> </ol>
<p><b>APPENDIX “C” GENERAL SERVICES</b></p> <p><b>General</b></p> <p><b>2.03</b> An employee whose scheduled hours of work are changed without <del>seven (7) days'</del> <b>four (4) days'</b> prior notice:</p> <ol style="list-style-type: none"> <li>b. shall be compensated at the rate of time and one-half (1 1/2): <ol style="list-style-type: none"> <li>1. 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;</li> <li>2. 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.</li> </ol> </li> </ol>

**APPENDIX “D” HEATING, POWER AND STATIONARY PLANT****General****3.04**

- d. 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****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****Annex “E” Lay-day Work System****1. General**

- a. 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.

**Remarks**

The Employer is proposing to reduce the notification periods in the various appendices for changing shifts. The current advance notice periods are operationally too long and it affects management's flexibility to manage its staff.

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

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

## **Part V – Operational Services (SV) Group Definition**



## **Operational Services (SV) Group Definition**

### **Definition**

The Operational Services 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; and the provision of food, personal or health support services.

### **Inclusions**

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

1. the cleaning and servicing of buildings and adjacent grounds, including housekeeping and janitorial services, and the cleaning of laboratory equipment;
2. the patrolling, observing, checking and taking of preventive action in protecting property from damage or loss and providing for the well-being of people;
3. the receipt, storage, manual or mechanical handling of equipment, and the recording of transactions in an equipment or supplies stores context;
4. the provision of food, laundry and messenger services, and other services, such as tailoring, to accommodate passengers, clients, patients, guests or tourists;
5. the provision of patient care and health care support services not requiring the qualifications of a registered nurse, occupational therapist or physical therapist;
6. the provision of routine assistance to pathologists, dentists, nurses, therapists and laboratory technicians;
7. the performance of fire protection, fire prevention and/or airport rescue activities by active members of fire-fighting forces;
8. 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;
9. the operation and maintenance of light-station equipment and the upkeep of the light-station buildings, landing facilities or grounds;

10. 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;
11. the fabrication, alteration, maintenance or repair of buildings, structures, roads or other installations;
12. the installation, operation, maintenance or repair of equipment, distribution systems or vehicles;
13. the production of parts, prototypes or other items;
14. the cultivation of grounds, gardens and other land or the propagation of plants;
15. the care and feeding of animals;
16. the performance of leadership activities that require the inspection of construction work for conformity to prescribed standards or specifications where the following are of primary importance:
  1. acting as the architect's or engineer's representative on the construction site of work being performed under contract, with responsibility to ensure that work proceeds according to an agreement and that all statutory requirements are met by the contractor before progress payments are released; and
  2. performing the functions of an inspector on behalf of a property manager, with responsibility for examining and recommending work that should be done to properly maintain structures, and for recommending the acceptance or rejection of work;
17. the weighing and sampling of grain, the operation of agricultural equipment and machinery and associated activities;
18. the leadership of any of the above activities; and
19. 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.

### **Exclusions**

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

1. the custody and control of inmates in institutions of Correctional Service Canada;

2. the custody and control of detainees held under the Immigration and Refugee Protection Act (IRPA) Security Certificates in federal holding centres or detention facilities;
3. the planning, development, co-ordination or monitoring of fire prevention programs on a national, regional or district basis;
4. the development and writing of specifications for the acquisition of resources, material and equipment for rescue and fire prevention and protection services;
5. the study of potable water supply problems, sewage treatment methods, the mechanics and efficiency of heat-engines, the comparable thermal efficiencies of fuels, or the technical aspects of the purification, handling and storage of liquid fuels and lubricants;
6. the developmental testing of pressure vessels, pumps, compressors, heat-engines, turbines or other stationary mechanical plants;
7. the planning of the general practices and procedures to be followed at light-stations;
8. the repair, modification and refitting of naval vessels and their equipment;
9. the on-board command and control of the operation of civilian vessels, floating plants and associated equipment requiring a certificate of competency; and
10. the provision of printing services that also requires a limited degree of leadership.

### **Qualification standard**

No qualification standards are prescribed for positions in the Operational Services Occupational Group, but managers may establish qualifications that they consider necessary for appointment or deployment.

The Ellis Chart (a comparative chart of apprentice training programs across Canada) may assist managers to establish education and/or occupational certification qualifications for positions for which they consider trades training necessary. The chart provides an inter-provincial overview of the 13 Canadian apprenticeship systems and is a key product that provides governments, industry and educational institutions with data on designated trades, more specifically on training, certification, education/entrance requirements and prior learning assessment and accreditation process. The chart is produced by Employment and Social Development Canada (ESDC) in collaboration with the Canadian Council of Directors of Apprenticeship (CCDA), which represents a partnership between the provincial, territorial and federal governments.

Education alternatives recognized by provinces/territories for access to their apprenticeship programs may be accepted for positions in these classifications.

## **Firefighters (FR)**

### **Definition**

The Operational Services Group comprises positions that are primarily involved in the protection of government facilities and structures such as buildings.

### **Inclusions**

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

7. the performance of fire protection, fire prevention and/or airport rescue activities by active members of fire-fighting forces;
18. the leadership of any of the above activities

### **Exclusions**

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

3. the planning, development, co-ordination or monitoring of fire prevention programs on a national, regional or district basis;
4. the development and writing of specifications for the acquisition of resources, material and equipment for rescue and fire prevention and protection services;

## **General Labour and Trades (GL)**

### **Definition**

The Operational Services 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.

### **Inclusions**

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

- the 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;
- the care and feeding of animals;
- the performance of leadership activities that require the inspection of construction work for conformity to prescribed standards or specifications where the following are of primary importance:
  - acting as the architect's or engineer's representative on the construction site of work being performed under contract, with responsibility to ensure that work proceeds according to an agreement and that all statutory requirements are met by the contractor before progress payments are released; and
  - performing the functions of an inspector on behalf of a property manager, with responsibility for examining and recommending work that should be done to properly maintain structures, and for recommending the acceptance or rejection of work;
- the weighing and sampling of grain, the operation of agricultural equipment and machinery and associated activities;
- the leadership of any of the above activities

**Exclusions**

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

**GL-AIM****General Labour and Trades – Aircraft Maintaining (GL-AIM) Sub-group Definition**

This sub-group includes such occupations as aero-engine mechanic, aircraft mechanic and related supervisors at classification levels 9 to 14 inclusive.

**Skilled Trades, Journeyman and Higher**

The performance and supervision of duties that require fabricating, processing, inspecting or repairing materials, equipment, products or structural units, including the lay-out of work, the set-up of equipment and the operation of precision tools and instruments. The work performed requires the application of an organized body of knowledge related to materials, tools and principles associated with skilled crafts and a thorough knowledge of machine capabilities, properties of materials and craft practices. Workers plan the order of successive operations, use manuals and technical data to position work, adjust machines, establish datum points, verify accuracy, and assume responsibility for the completion of each assignment.

**GL-AMW****General Labour and Trades – Ammunition Working (GL-AMW) Sub-group Definition**

The performance or supervision of duties that require handling, examining, repairing, modifying, inspecting or destroying ammunition and components, or that require assisting in or conducting tests for proofing ammunition and components. Typically the work is performed at an ammunition magazine or depot where hazard conditions are high, or at a proof firing range.

This sub-group includes such occupations as ammunition assembler and maintainer, ammunition supply worker, ammunition quality and safety inspector, and ammunition warehousing and production supervisors.

Excluded from this sub-group are all positions in which:

- the storage, handling or issue of ammunition is of primary importance, and where that ammunition is small-arms ammunition only;
- the maintenance of buildings and other facilities is of primary importance;
- the supervision of occupations that are not included in this sub-group is of primary importance.

**GL-COI****General Labour and Trades – Construction Inspecting (GL-COI) Sub-group  
Definition**

The performance or supervision of duties that require the inspection of construction work for conformity to prescribed standards or specifications, where the inspector has no supervisory control of the workers who perform the work inspected and where the following functions are of primary importance:

1. to act as the architect's or engineer's representative on the construction site of work being performed under contract, with responsibility to ensure that work proceeds according to an agreement and that all statutory requirements are met by the contractor before progress payments are released; or
2. to perform the duties of an inspector employed by property management, with responsibility for examining and recommending the work that should be done to properly maintain structures, and for recommending to management the acceptance or rejection of work.

The supervision of workers engaged in the performance of duties in a number of skilled-construction-trades sub-groups that requires sufficient knowledge of each of the trades supervised (as defined in the job evaluation standard) to recognize that principles and methods are being followed and that completed work conforms to accepted trade standards.

This sub-group includes such occupations as construction inspector, construction and maintenance superintendent and multi-construction-trade supervisor at classification levels 9 to 14 inclusive.

**Skilled Trades, Journeyman and Higher**

The performance and supervision of duties that require fabricating, processing, inspecting or repairing materials, equipment, products or structural units, including the lay-out of work, the set-up of equipment and the operation of precision tools and instruments. The work performed requires the application of an organized body of knowledge related to materials, tools and principles associated with skilled crafts and a thorough knowledge of machine capabilities, properties of materials and craft practices. Workers plan the order of successive operations, use manuals and technical data to position work, adjust machines, establish datum points, verify accuracy, and assume responsibility for the completion of each assignment.

**Exclusion**

Excluded from this sub-group are all positions in which the primary duties and responsibilities are included in the definition of any other sub-group in the General Labour and Trades Group.

**GL-EIM****General Labour and Trades – Electrical Installing and Maintaining (GL-EIM) Sub-group Definition**

This sub-group includes such occupations as electrical-instrument repairer, electrical repairer, electrician, line maintainer, line repairer and related supervisors at classification levels 9 to 14 inclusive.

**Skilled Trades, Journeyman and Higher**

The performance and supervision of duties that require fabricating, processing, inspecting or repairing materials, equipment, products or structural units, including the lay-out of work, the set-up of equipment and the operation of precision tools and instruments. The work performed requires the application of an organized body of knowledge related to materials, tools and principles associated with skilled crafts and a thorough knowledge of machine capabilities, properties of materials and craft practices. Workers plan the order of successive operations, use manuals and technical data to position work, adjust machines, establish datum points, verify accuracy, and assume responsibility for the completion of each assignment.

**GL-ELE****General Labour and Trades – Elemental (GL-ELE) Sub-group Definition**

The performance or supervision of routine duties where adherence to rigid standards or specifications is not required and where little or no latitude exists for judgement. The work includes tending and making minor operating adjustments to machines and equipment that require no precision set-up.

This sub-group includes such occupations as labourer, labour-pool supervisor, lubrication worker, air-hammer operator, concrete-mixer operator and all trades helpers.

**GL-GHW****General Labour and Trades – Grain Handling and Weighing (GL-GHW) Sub-group Definition**

The performance or supervision of the official weighing of grain and grain by-products; or the operation of machinery and equipment in government-owned terminal elevators; or the inspection of carriers and equipment utilized in the handling and processing of grain and grain by-products at government or privately-owned grain elevators.

This sub-group includes such occupations as weighing assistant, grain cleaner supervisor, dumper tender, grain handler, sweeper, grain weigher, elevator worker, gallery worker, hopper tender, grain sampler, general foreman/woman, and distributor.



Excluded from this sub-group are all positions in which the maintenance of equipment is of primary importance.

### **GL-INM**

#### **General Labour and Trades – Instrument Maintaining (GL-INM) Sub-group Definition**

This sub-group includes such occupations as instrument maker, instrument mechanic, scales mechanic, and related supervisors at classification levels 9 to 14 inclusive.

#### **Skilled Trades, Journeyman and Higher**

The performance and supervision of duties that require fabricating, processing, inspecting or repairing materials, equipment, products or structural units, including the lay-out of work, the set-up of equipment and the operation of precision tools and instruments. The work performed requires the application of an organized body of knowledge related to materials, tools and principles associated with skilled crafts and a thorough knowledge of machine capabilities, properties of materials and craft practices. Workers plan the order of successive operations, use manuals and technical data to position work, adjust machines, establish datum points, verify accuracy, and assume responsibility for the completion of each assignment.

### **GL-MAM**

#### **General Labour and Trades – Machinery Maintaining (GL-MAM) Sub-group Definition**

This sub-group includes such occupations as air-conditioning and refrigeration mechanic, millwright, locksmith, oil burner installer and repairer, building services technician, and related supervisors at classification levels 5 to 14 inclusive.

#### **Skilled Trades, Journeyman and Higher**

The performance and supervision of duties that require fabricating, processing, inspecting or repairing materials, equipment, products or structural units, including the lay-out of work, the set-up of equipment and the operation of precision tools and instruments. The work performed requires the application of an organized body of knowledge related to materials, tools and principles associated with skilled crafts and a thorough knowledge of machine capabilities, properties of materials and craft practices. Workers plan the order of successive operations, use manuals and technical data to position work, adjust machines, establish datum points, verify accuracy, and assume responsibility for the completion of each assignment.

**GL-MAN****General Labour and Trades – Manipulating (GL-MAN) Sub-group Definition**

The performance or supervision of duties that require the dexterous use of hands, hand tools or special devices to work, move, guide or place objects or materials where some latitude exists for judgement in selecting appropriate tools, objects, or materials, in determining work procedure and conformance to standard, and in improvising to meet special conditions, although all of these requirements are fairly obvious. The work most frequently occurs away from a machine-oriented environment and is prevalent in bench-crafts, structural work, gardening and specialty farming.

This sub-group includes such occupations as armature winder, farmhand-livestock, gardener, insulation worker, pipelayer, welder and canal maintenance worker.

**GL-MDO****General Labour and Trades – Machine Driving-Operating (GL-MDO) Sub-group Definition**

The performance or supervision of duties that require starting, stopping and moving the controls of machines that must be steered or guided in order to transport people, or move goods, earth or other material.

This sub-group includes such occupations as bus driver, chauffeur, crane operator, power-shovel operator, tractor operator, and truck driver.

**GL-MOC****General Labour and Trades – Machine Operating-Controlling (GL-MOC) Sub-group Definition**

The performance or the supervision of duties that require setting-up, starting, adjusting, watching and stopping machines and equipment to fabricate or process materials or products, or to move and control navigational or other structures, or to ensure the proper operation of a Loran or Decca navigational system.

Typically the work involves operating and/or monitoring the operation of one kind of machine or equipment and includes selecting and installing tools and holding devices; observing the functioning of the machine or equipment and various types of indicating devices; making necessary adjustments to allow for such variables as temperature changes, the flow of material or things, angles of cut, synchronization of radio signals; starting and operating standby power equipment; identifying malfunctions and switching on standby units; removing materials or products from a machine and verifying their accuracy; and making minor repairs to the machine or equipment. Considerable latitude exists for judgement in determining conformance to standards.

This sub-group includes such occupations as bridge operator, lock tender, furnace operator, punch-press operator, rolling-mill operator and scope watcher.

## **GL-MST**

### **General Labour and Trades – Metal Machining (GL-MST) Sub-group Definition**

This sub-group includes such occupations as machinist, maintenance machinist, prototype machinist, tool-and-die maker, tool-machine set-up operator, machine builder, and related supervisors at classification levels 9 to 14 inclusive.

Occupations concerned with the machining of plastics or similar materials are included when methods applied to metal machining are used.

### **Skilled Trades, Journeyman and Higher**

The performance and supervision of duties that require fabricating, processing, inspecting or repairing materials, equipment, products or structural units, including the lay-out of work, the set-up of equipment and the operation of precision tools and instruments. The work performed requires the application of an organized body of knowledge related to materials, tools and principles associated with skilled crafts and a thorough knowledge of machine capabilities, properties of materials and craft practices. Workers plan the order of successive operations, use manuals and technical data to position work, adjust machines, establish datum points, verify accuracy, and assume responsibility for the completion of each assignment.

## **GL-PCF**

### **General Labour and Trades – Painting and Construction Finishing (GL-PCF) Sub-group Definition**

The performance or supervision of duties relating to the application of paint and related materials to buildings and other structures using brushes and spray guns, or to the construction finishing occupations, specified in the inclusions, and requiring the use of skills normally associated with journeyman proficiency.

This sub-group includes such occupations as motor-vehicle painter, brush painter, sign painter, plasterer, stonemason, bricklayer, glazier, tile setter and related supervisors at classification levels 6 to 14 inclusive.

### **Skilled Trades, Journeyman and Higher**

The performance and supervision of duties that require fabricating, processing, inspecting or repairing materials, equipment, products or structural units, including the lay-out of work, the set-up of equipment and the operation of precision tools and instruments. The work performed requires the application of an organized body of knowledge related to materials, tools and principles associated with skilled crafts and a thorough knowledge of machine capabilities, properties of materials and craft practices.

Workers plan the order of successive operations, use manuals and technical data to position work, adjust machines, establish datum points, verify accuracy, and assume responsibility for the completion of each assignment.

## **GL-PIP**

### **General Labour and Trades – Pipefitting (GL-PIP) Sub-group Definition**

This sub-group includes such occupations as pipefitter, pipefitter-welder, plumber, and related supervisors at classification levels 9 to 14 inclusive.

#### **Skilled Trades, Journeyman and Higher**

The performance and supervision of duties that require fabricating, processing, inspecting or repairing materials, equipment, products or structural units, including the lay-out of work, the set-up of equipment and the operation of precision tools and instruments. The work performed requires the application of an organized body of knowledge related to materials, tools and principles associated with skilled crafts and a thorough knowledge of machine capabilities, properties of materials and craft practices. Workers plan the order of successive operations, use manuals and technical data to position work, adjust machines, establish datum points, verify accuracy, and assume responsibility for the completion of each assignment.

## **GL-PRW**

### **General Labour and Trades – Precision Working (GL-PRW) Sub-group Definition**

The performance or supervision of duties that require skill in working with hands, hand tools or work aids according to prescribed standards. Although the techniques and procedures are established, the work entails responsibility for achievement of the ultimate goal. Considerable latitude exists for judgement in determining work procedures, selecting tools and materials, and modifying techniques to meet varying job requirements.

This sub-group includes such occupations as leather worker-surgical, shoemaker, dental technician, upholsterer, and related supervisors at classification levels 5 to 14 inclusive.

#### **Skilled Trades, Journeyman and Higher**

The performance and supervision of duties that require fabricating, processing, inspecting or repairing materials, equipment, products or structural units, including the lay-out of work, the set-up of equipment and the operation of precision tools and instruments. The work performed requires the application of an organized body of knowledge related to materials, tools and principles associated with skilled crafts and a thorough knowledge of machine capabilities, properties of materials and craft practices. Workers plan the order of successive operations, use manuals and technical data to position work, adjust machines, establish datum points, verify accuracy, and assume responsibility for the completion of each assignment.

**GL-SMW****General Labour and Trades – Sheet Metal Working (GL-SMW) Sub-group Definition**

This sub-group includes such occupations as automobile-body repairer, sheet-metal worker, and related supervisors at classification levels 8 to 14 inclusive.

Excluded from this sub-group are positions engaged in setting-up and/or operating metal-working machines for the mass production of sheet-metal parts or products.

**Skilled Trades, Journeyman and Higher**

The performance and supervision of duties that require fabricating, processing, inspecting or repairing materials, equipment, products or structural units, including the lay-out of work, the set-up of equipment and the operation of precision tools and instruments. The work performed requires the application of an organized body of knowledge related to materials, tools and principles associated with skilled crafts and a thorough knowledge of machine capabilities, properties of materials and craft practices. Workers plan the order of successive operations, use manuals and technical data to position work, adjust machines, establish datum points, verify accuracy, and assume responsibility for the completion of each assignment.

**GL-VHE****General Labour and Trades – Vehicle Heavy Equipment Maintaining (GL-VHE) Sub-group Definition**

This sub-group includes such occupations as automobile mechanic, gasoline/diesel/propane engine mechanic, engineering-equipment mechanic, wheel-alignment mechanic, and related supervisors at classification levels 8 to 14 inclusive.

**Skilled Trades, Journeyman and Higher**

The performance and supervision of duties that require fabricating, processing, inspecting or repairing materials, equipment, products or structural units, including the lay-out of work, the set-up of equipment and the operation of precision tools and instruments. The work performed requires the application of an organized body of knowledge related to materials, tools and principles associated with skilled crafts and a thorough knowledge of machine capabilities, properties of materials and craft practices. Workers plan the order of successive operations, use manuals and technical data to position work, adjust machines, establish datum points, verify accuracy, and assume responsibility for the completion of each assignment.

**GL-WOW****General Labour and Trades – Woodworking (GL-WOW) Sub-group Definition**

This sub-group includes such occupations as cabinetmaker, carpenter, wood patternmaker, and related supervisors at classification levels 9 to 14 inclusive.

**Skilled Trades, Journeyman and Higher**

The performance and supervision of duties that require fabricating, processing, inspecting or repairing materials, equipment, products or structural units, including the lay-out of work, the set-up of equipment and the operation of precision tools and instruments. The work performed requires the application of an organized body of knowledge related to materials, tools and principles associated with skilled crafts and a thorough knowledge of machine capabilities, properties of materials and craft practices. Workers plan the order of successive operations, use manuals and technical data to position work, adjust machines, establish datum points, verify accuracy, and assume responsibility for the completion of each assignment.

## **General Services (GS)**

### **Definition**

The Operational Services Group 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.

### **Inclusions**

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

3. the cleaning and servicing of buildings and adjacent grounds, including housekeeping and janitorial services, and the cleaning of laboratory equipment;
4. the patrolling, observing, checking and taking of preventive action in protecting property from damage or loss and providing for the well-being of people;
5. the receipt, storage, manual or mechanical handling of equipment, and the recording of transactions in an equipment or supplies stores context;
6. the provision of food, laundry and messenger services, and other services, such as tailoring, to accommodate passengers, clients, guests or tourists;
18. the leadership of any of the above activities

### **Exclusions**

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

- a. the custody and control of inmates in institutions of Correctional Service Canada;
- b. the custody and control of detainees held under the Immigration and Refugee Protection Act (IRPA) Security Certificates in federal holding centres or detention facilities;

## **GS-BUS**

### **General Services – Building Services (GS-BUS) Sub-group Definition**

The performance or supervision of duties pertaining to building cleaning, upkeep and operation, general housekeeping, and laboratory cleanup. This sub-group includes such

occupations as cleaner, janitor, elevator operator, housekeeper, laboratory helper and related supervisors.

## **GS-FOS**

### **General Services – Food Services (GS-FOS) Sub-group Definition**

The performance or supervision of duties pertaining to the planning, preparing and serving of food. This sub-group includes such occupations as cook, butcher, kitchen-helper, waitress and related supervisors.

## **GS-LAS**

### **General Services – Laundry Services (GS-LAS) Sub-group Definition**

The performance or supervision of duties pertaining to wet washing, dry cleaning, drying and pressing clothes and fabrics and to the simple repair of laundry items. This sub-group includes such occupations as spotter, sorter, washman, dry cleaner, laundry seamstress, presser and related supervisors.

## **GS-MES**

### **General Services – Messenger Services (GS-MES) Sub-group Definition**

The routine collecting and delivery of mail and files, and the pick-up and delivery of special letters, parcels or documents. This sub-group includes such occupations as messenger and confidential messenger.

## **GS-MPS**

### **General Services – Miscellaneous Personal Services (GS-MPS) Sub-group Definition**

The performance or supervision of services to accommodate passengers, clients, guests and tourists. This sub-group includes such occupations as barber, first-aid attendant, lifeguard, tailor, tailoress and related supervisors.

## **GS-PRC**

### **General Services – Protective and Custodial Services (GS-PRC) Sub-group Definition**

The patrolling, observing, checking and taking preventive action in protecting property from damage or loss, the enforcing of statutory or other regulations and conducting investigations for the conservation and protection of renewable resources, and providing for the well-being of persons. This sub-group includes such occupations as fish or game warden, immigration guard, lookout towerman, park attendant, protection and conservation enforcement officer, security guard, watchman, and related supervisors.



**GS-STS****General Services – Stores Services (GS-STS) Sub-group Definition**

The receipt, stowing, custody, issue and recording of stores. This sub-group includes such occupations as warehouseman, storeman, storekeeper and related supervisors.

## **Heating, Power and Stationary Plant Operations (HP)**

### **Definition**

The Operational Services 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.

### **Inclusions**

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

- a. 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;
6. the leadership of any of the above activities

### **Exclusions**

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

1. the study of potable water supply problems, sewage treatment methods, the mechanics and efficiency of heat-engines, the comparable thermal efficiencies of fuels, or the technical aspects of the purification, handling and storage of liquid fuels and lubricants;
2. the developmental testing of pressure vessels, pumps, compressors, heat-engines, turbines or other stationary mechanical plants;

## **Hospital Services (HS)**

### **Definition**

The Operational Services Group comprises positions that are primarily involved in the provision of food, personal or health support services.

### **Inclusions**

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

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

### **Exclusions**

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

## **HS-HDO**

### **Hospital Services – Housekeeping, Dietary and Other Services (HS-HDO) Sub-group Definition**

The performance of duties associated with the provision of janitorial, custodial, grounds-keeping, building, laundry, stores, food and other services.

Positions included in this sub-group are those engaged in duties such as the following:

- the provision of housekeeping services;

- the performance of cleaning and tending tasks in buildings, in kitchens and on grounds;
- the cooking and serving of food, and the cleaning of kitchen and ward servery equipment, utensils, dishes, cutlery, and work areas;
- the receipt, storage and issue of stores, and the maintenance of associated records;
- the washing, dry-cleaning, ironing, pressing and repair of clothes, bedding and linen supplies;
- the custody of buildings and contents and the performance of other protective or custodial duties;
- the operation of freight and passenger elevators;
- the provision of messenger services;
- the provision of personal services such as tailoring or barbering;
- the supervision of any of the above duties.

## **HS-PHS**

### **Hospital Services – Patient and Health Services (HS-PHS) Sub-group Definition**

The performance of duties associated with the provision of diagnostic, treatment, rehabilitative, public health and related medical and dental services.

Positions included in the sub-group are those engaged in duties such as the following:

1. the provision of patient-care and health services not requiring the qualifications of a registered nurse, occupational therapist, or physical therapist;
2. the provision of routine assistance to pathologists, dentists, nurses, therapists and laboratory technicians;
3. the cleaning and care of ward, operating room, laboratory and morgue equipment, instruments and supplies;
4. the supervision of any of the above duties.

## **Lightkeepers (LI)**

### **Definition**

The Operational Services Group comprises positions that are primarily involved in the maintenance, repair and operation of equipment government facilities and structures such as buildings.

### **Inclusions**

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

9. the operation and maintenance of light-station equipment and the upkeep of the light-station buildings, landing facilities or grounds;
18. the leadership of any of the above activities

### **Exclusions**

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

19. the planning of the general practices and procedures to be followed at light-stations;

## **Printing Services Supervisory (PR(S))**

### **Definition**

The Operational Services Group comprises positions that are primarily involved in the fabrication, maintenance, repair and operation of machines and equipment.

### **Inclusions**

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

10. 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.

### **Exclusions**

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

1. the provision of printing services that also requires a limited degree of leadership.

## **Ships' Crew (SC)**

### **Definition**

The Operational Services Group comprises positions that are primarily involved in the fabrication, maintenance, repair, operation and protection of vessels, floating plants and equipment; and the provision of food, personal services.

### **Inclusions**

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

4. the provision of food, laundry and other services, such as tailoring, to accommodate passengers, clients or guests;
10. 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;
18. the leadership of any of the above activities

### **Exclusions**

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

- the repair, modification and refitting of naval vessels and their equipment; and
- the on-board command and control of the operation of civilian vessels, floating plants and associated equipment requiring a certificate of competency

## **SC-DED**

### **Ships' Crew – Deck Department (SC-DED) Sub-group Definition**

The performance or supervision of a variety of duties in the deck department of ships and floating plant, such as standing watch, steering, stowing cargo, chipping and painting, rigging and winching, handling of pollution gear and equipment and cleaning up spills, streaming and retrieving scientific equipment/gear.

**SC-EQO****Ships' Crew – Equipment Operation Department (SC-EQO) Sub-group Definition**

The operating and servicing of machinery such as derricks, cranes, and dredging equipment, the assembling of piping and rigging on board ships and floating plant.

**SC-ERD****Ships' Crew – Engine Room Department (SC-ERD) Sub-group Definition**

The performance or supervision of a variety of duties in the engine room department of ships and floating plant, such as lubricating moving parts, dismantling and reassembling machinery, cleaning and painting.

**SC-SPT****Ships' Crew – Specialist Trades Department (SC-SPT) Sub-group Definition**

The performance or supervision of a skilled trade such as machinist, carpenter, or electrician.

**SC-STD****Ships' Crew – Supply Department (SC-STD) Sub-group Definition**

The performance or supervision of the receipt, storage and issue of supplies, maintenance of records, the preparation and serving of food and the provision of other personal services; the performance or supervision of duties relating to materiel management, materiel identification and ship's administration on board ships operating under an Integrated Logistics Support System.