



**F35SUBMISSION OF THE TREASURY BOARD TO THE PUBLIC
INTEREST COMMISSION IN RESPECT OF THE PROGRAM AND
ADMINISTRATIVE SERVICES (PA) GROUP**

CHAIRPERSON: Bruce P. Archibald

**MEMBERS: Scott Streiner
Susan Jones**

Gatineau, QC: November 28, 29, 30 and December 1, 2022

Virtual: December 19, 20, 21, 22, 2022 (if required)

IN THE MATTER of the *Federal Public Sector Labour Relations Act* and a dispute affecting the Public Service Alliance of Canada and His Majesty in Right of Canada as represented by the Treasury Board in respect of all of the employees in the Program and Administrative Services Group bargaining unit as determined in the certificate issued by the Federal Public Sector Labour Relations and Employment Board on February 21, 2007.

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 April 2022 to renew the collective agreement for the Program and Administrative Services (PA) group, which expired on June 20, 2021.

The PA group is the largest single bargaining group in the Core Public Administration (CPA). It is defined in the Canada Gazette as:

“The Program and Administrative Services Group comprises positions that are primarily involved in the planning, development, delivery or management of administrative and federal government policies, programs, services or other activities directed to the public or to the Public Service.”

In accordance with the *Federal Public Sector Labour Relations Act* (FPSLRA), the PSAC served notice to bargain with the Employer for the PA group by letter dated February 22, 2021. The parties met for negotiations for a total of fifteen (15) days in six (6) sessions between June 2021 and April 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 60 outstanding proposals specific to the PA group. The Employer has approximately 52 outstanding proposals that are specific to the Common Issues Table and 30 proposals that are specific to the PA Group. The document also provides relevant contextual information pertaining to the current round of bargaining and the PA 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 PA 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 PA 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 the PSAC's proposals.
- **Part IV** details the Employer's position on other outstanding proposals.
- **Part V** provides information on the PA 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 Program and Administrative Support (PA) group is comprised of close to 97,000 employees in positions that are primarily involved in the planning, development, delivery or management of administrative and federal government policies, programs, services or other activities directed to the public or to the Public Service.

The collective agreement for the PA group expired on June 21, 2021, and the Public Service Alliance of Canada (the PSAC) served notice to bargain to Treasury Board on February 22, 2021. After fifteen (15) days of bargaining spread over six (6) negotiation sessions, and after the Employer tabled its first comprehensive offer on April 28, 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

Current indications are that compensation levels for the PA group are sufficient, as evidenced by the Employer's ability to attract and retain enough employees. The results of the recruitment and retention analysis presented below do not suggest the presence of any recruitment or retention problems in the group. In fact, it shows very strong hiring and renewal levels within the group. Below is a summary of this strong recruitment and retention for five of the nine PA classifications, representing 99% of the PA group's population.

R&R Summary					
	2016-17	2017-18	2018-19	2019-20	2020-21
Total Hiring					
AS	3,255	4,235	5,860	6,136	5,008
CR	2,513	3,163	4,231	3,859	3,041
IS	333	466	584	556	470
PM	2,254	3,021	3,572	3,933	4,234
WP	420	397	426	449	330

Total Separations					
AS	2,688	2,806	3,232	3,519	3,162
CR	2,841	3,106	3,755	3,980	3,149
IS	262	332	302	335	311
PM	1,549	1,822	2,089	2,347	2,082
WP	229	231	241	293	263
Total Applications Screened-In Per Job Advertisement					
AS	247	305	370	306	506
CR	350	391	512	409	740
IS	80	72	125	118	183
PM	359	289	477	434	584
WP	245	554	331	171	281

Some classifications such as the CR have separations that are close to hirings. However, many PA members move between classifications, while staying in the PA group. Over the observed period from 2016-2017 to 2020-2021 there were an average of 5403 internal separations in the PA group. Of these separations, an average of 64% were movements within the PA group. Therefore, the simple count of separations overstates movement out of the PA group.

External Comparability

Moreover, a refresh of the results of a previous Mercer study and an internal provincial/territorial government study to assess the competitiveness of PA positions relative to the external market also supports the notion that compensation levels are sufficient. According to these studies, wages in the PA group have remained competitive with the external market, with some of the most populous positions in the AS, CR, IS and WP being 7.1% to 21.7% ahead of their provincial comparators. Their bargaining unit wage growth (ranging from 16.4% to 20.4%) has outpaced both inflation (14.2%) and public sector settlements (13.2%) in previous agreements from 2012 to 2020.

Internal Relativity

PA positions lack direct internal comparators in the CPA; therefore, the CPA average is used as a benchmark for internal comparative purposes.

Cumulative increases received by most PA employees were slightly lower than the CPA average (18.7%) over the reference period. This discrepancy is primarily due to other CPA groups receiving additional increases beyond pattern to address specific and demonstrated recruitment and retention pressures and/or wage comparability issues in prior rounds of bargaining that do not apply to the PA group, as seen in the recruitment and retention and external comparability sections of this brief.

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

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

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

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

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

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

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

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

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

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

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

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

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

Public Service Health Care Plan (PSHCP)

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

Bargaining Agent Proposals

The Bargaining Agent has submitted 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. The PSAC has also initially tabled 77 changes that are specific to the PA table, including increases to leave provisions, new allowances, and other monetary and non-monetary elements that currently do not exist in the PA agreement and /or in other collective agreements in the CPA.

As noted in the table below, PA monetary proposals are significant and represent a total ongoing cost of approximately \$2.64B or 31.75% of the 2021 PA group wage base.¹

Table: 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 KEY MONETARY PROPOSALS	ONGOING COST	% OF WAGE BASE
Common proposals <ul style="list-style-type: none"> • Leave for Indigenous Traditional Practices • NJC Bilingualism Bonus increased from \$800 to \$1,500 • Increase accrual of vacation leave entitlements • Various changes to the Maternity and Parental Leave and Allowance Provisions • Social Justice Fund 	\$125,880,492	1.52%

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

General economic increases of 4.5% a year for 3 years	\$1,172,948,765	14.12%
Market Adjustments (to address alleged parity issues with CRA)	\$656,182,681	7.90%
New and Expanded Leave Entitlements <i>(Including 5 days of paid leave to promote employee mental health, expansion of leave with pay for family related responsibilities and expansion of bereavement leave with pay provisions)</i>	\$233,910,915	2.81%
New and Expanded Premiums and Allowances <i>(Including all overtime at a double (2X) rate and a \$3,000 annual pensionable lump sum payment related to the PA Conversion)</i>	\$449,099,290	5.41%
TOTAL (all proposal that have a monetary impact)²	\$2,638,022,141	31.75%³

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 PA table, the Bargaining Agent started with 77 demands and currently has 60. At the PSAC Common Issues Table, the Bargaining Agent started with 218 demands and currently has 209 demands. Combined, this amounts to 269 outstanding demands that impact the PA table.

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

² Other Bargaining Agent monetary proposals are detailed at Part III

³ Overall totals do not add up exactly due to rounding.

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 PA 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 PA group held October 4 to 7, 2022.*

Table: Employer Monetary Proposals

EMPLOYER MONETARY PROPOSALS	COST (Ongoing)	% OF WAGE BASE
Common proposals		
1. Joint Learning Plan base funding increase by GEI	\$358,497	0.00%
PA-specific proposals		
1. Economic increases over four years: 1.5%, 3%, 2% and 1.75%.	\$706,433,185	8.50%
2. PA Conversion	\$30,300,000	0.36%
3. Article 30: Add National Day of Truth and Reconciliation to list of Designated Paid Holidays	See note 1	!
4. Articles 43 and 53: Replace 7.5h of volunteer leave with 7.5h of personal leave	\$1,772,264	0.02%
5. Article 64: Increase percentage for DPH for part-time employees (from 4.25% to 4.6%)	\$574,347	0.01%
6. Appendix J: Compensation Advisor Allowance – increase both annual allowances by 6.92%	\$763,808	0.01%
7. Appendix Q: Parole Officer Allowance – increase annual allowance by 6.92%	\$210,402	0.00%
TOTAL	\$740,412,503	8.91%

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 bargaining agent proposes to identify the NDTR in Article 30.02 while retaining the entitlement to one additional day when proclaimed by an act of Parliament as a national holiday. Generally, the productivity cost of introducing a new designated paid holiday is roughly equivalent to 0.36% 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.

Employer's request to return to the table

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

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

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

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

On March 29, 2022, and April 28, 2022, the Employer shared with the Bargaining Agent its initial comprehensive offers for the Common Issues Table and PA 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 discussions for the PA group and the Common Issues for this current round of negotiations in June 2021. Despite having signed the expiring collective agreement only eight (8) 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).

It is the Employer's position 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 \$424M or 6.7% of the wage base for the PA 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 eight (8) months prior to the exchange of proposals for the current round.

2021 Round of Collective Bargaining

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

- **Future of Work**

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

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

- **Economic Context and Fiscal Responsibility**

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

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

as new COVID waves strain our health care systems and supply chains worldwide, the effects of climate change and worsening natural disasters such as forest fires, hurricanes, drought have become more and more common and as well as political instability and the 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. federal public servants were well protected against adverse economic impacts stemming from the pandemic.

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

- Pay Simplification (including implementation of the collective agreement)

To support the 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 for the core public administration (CPA), with the Public Service Alliance of Canada for the renewal of the Program and Administrative Services (PA), the Operational Services (SV), the Technical Services (TC) and the Education and Library Science (EB) collective agreements, representing more than 128,000 employees.^{4 5}

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

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

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

- positions formerly included in the Financial Management (FI) group (already represented by ACFO),

⁴ The Treasury Board of Canada negotiates the collective agreements for more than 80 departments and agencies named in Schedule I and Schedule IV of the *Financial Administration Act*.

⁵ Population figures as of March 2021.

- positions formerly classified as Auditing (AU) and covered by the Audit, Commerce and Purchasing (AV) agreement (between the Employer and the PIPSC), and
- positions in internal audit formerly classified as Administrative Services (AS) and covered by the PA agreement.

The new CT tentative agreement:

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

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).

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

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

Other key negotiated amendments include:

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

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

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

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

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

FGDTLC(E) Federal Government Dockyard Trades and Labour Council (East)	SR(E) – Ship Repair East Coast	587
FGDTLC(W) Federal Government Dockyard Trades and Labour Council (West)	SR(W) – Ship Repair West Coast	660
FGDCA Federal Government Dockyard Chargehands Association	SR(C) – Ship Repair Chargehands	58
CMCFA Canadian Military Colleges Faculty Association	UT – University Teaching	202
IBEW International Brotherhood of Electrical Workers	EL – Electronics	1,096
CFPA Canadian Federal Pilots Association	AO – Aircraft Operations	399
UCCO-SACC-CSN Union of Canadian Correctional Officers	CX – Correctional Officers	6,325
NPF National Police Federation	RCMP Members Appointed to a Rank and Reservists	18,832
TOTAL POPULATION:		234,713

1.3 Status of Negotiations in the Separate Agencies

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

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

Twenty-four (24) of the thirty (30) bargaining units in publicly funded separate agencies have received their notice to bargain for the 2021-2022 round of collective bargaining.

Eleven (11) separate agencies have started or are in the process of starting negotiations with their respective groups. Table 2 below lists the separate agencies, and bargaining units, their union affiliation and population.

Table 2: Bargaining Units – Separate Agencies

Separate Agencies	Bargaining Agents	Bargaining Units	Population
Canada Energy Regulator (CER)	PIPSC	All Unionized Employees (CER)	422
Canada Revenue Agency (CRA)	PIPSC	Audit, Financial and Scientific (AFS)	12,597
	PSAC	Program Delivery and Administrative Services (PDAS)	32,533
Canadian Food Inspection Agency (CFIA)	PSAC	PSAC	4,038
	PIPSC	Informatics (IN)	264
		Scientific and Analytical (S&A)	1,193
		Veterinary Medicine (VM)	584
Canadian Nuclear Safety Commission (CNSC)	PIPSC	Nuclear Regulatory (NUREG)	702
Canadian Security Intelligence Service (CSIS)	PSAC	Intelligence Support *	89
Communications Security Establishment Canada (CSEC)	PSAC	All Unionized Employees (CSE)	2,822
National Capital Commission (NCC)	PSAC	All Unionized Employees (NCC)	444
National Film Board (NFB)	PIPSC	Administrative and Foreign Services (AFS) Scientific and Professional (S&P)	175
	SGCT	Administrative Support (AS), Operation (OP) and Technical (TC) *	184
National Research Council Canada (NRC)	RCEA	Administrative Services (AS)	309
		Administrative Support (AD)	500
		Computer Systems Administration (CS) *	238
		Operational (OP)	62
		Purchasing and Supply (PG)	31
		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
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>		
TOTAL POPULATION			67,784
*Bargaining units that have not provided notice to bargain for the 2021 round of collective bargaining.			

1.4 Negotiations with the Program and Administrative Services (PA) Group

In this round of bargaining, PSAC (PA group) and TBS officials were engaged in six (6) negotiation sessions between June 2021 and April 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 3 below, the parties have agreed to and “signed-off” on 14 items during negotiations and mediation. It is the Employer’s position that these items should form part of a final negotiated settlement.

Table 3: Proposals Agreed to by the Parties

	ITEM	DETAILS
Common Issues Proposals		
During negotiations	N/A	N/A
During mediation	Article 2 – Interpretation and Definitions	Definition of common-law partner
	Article 34 – Vacation leave with pay	Clauses 34.03 and 34.18 were amended to confirm that the one-time vacation leave entitlement is credited once per total period of employment in the public service.
	New Memorandum of Understanding with respect to Gender-Inclusive Language	The parties agree to review the PA, TC, SV and EB agreements to identify opportunities to render the language more gender inclusive.
	Appendix D – Workforce Adjustment	Various administrative and editorial changes agreed to in-principle during mediation.
PA Specific Proposals		
During negotiations	Clause 2.01 – Interpretation and Definitions	Administrative change (remove extra word “spouse” in English definition of “family”)
	Clause 28.05 – Overtime compensation on a workday	Administrative change (indent additional provision for WP employees)
	Clause 33.01 – Leave, general	Administrative change (correct reference to bereavement leave article)
	Appendix E – MOU with Respect to a Joint Study on the Work Environment for Employees Working in Call Centres	Delete Appendix

During mediation	Various articles	Administrative change (Replace references to “lunch period”, “meal period” and “meal break” with references to “unpaid meal break”)
	Article 30 – Designated Paid Holidays	Add National Day for Truth and Reconciliation to the list of designated paid holidays
	Article 43 – Volunteer Leave	Delete volunteer leave
	Article 53 – Personal Leave	Increase personal leave from 7.5hrs to 15hrs
	Article 64 – Part-Time Employees	Increase percentage to be paid to part-time employees in lieu of designated paid holidays from 4.25% to 4.6%
	Appendix H – MOU on Salary Protection: Red Circling	Change references to various instruments to references to the Directive on Terms and Conditions of Employment

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

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 PA collective agreement. As noted in the table below, the Bargaining Agent monetary proposals, which include annual economic increases of 4.5% over three years, are equivalent to an overall increase of 31.75%, compared to the 2021 PA wage base.

*To note, the items highlighted in **green** were resolved by the parties during the mediation session for the PA group held October 4 to 7, 2022.*

Table 4: 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
Common proposals		
1. Leave for Indigenous Traditional Practices <i>(up to 5 days per calendar year, to engage in traditional practices)</i>	\$7,922,645	0.10%
2. NJC Bilingualism Bonus increased from \$800 to \$1,500	\$30,763,517	0.37%
3. Joint Learning Program \$210,000 monthly for pilot project	\$2,520,000	0.03%
4. Joint Learning Program base funding increase	\$595,242	0.01%

5. Increase accrual of vacation leave entitlements: <ul style="list-style-type: none"> • 3 weeks until the employee's 5th year of service; • 4 weeks commencing the month of the employee's 5th year of service; • 5 weeks commencing the month of the employee's 10th year of service; • 6 weeks commencing the month of the employee's 23rd year of service; • 6 weeks and 2 days commencing the month of the employee's 30th year of service; and • 7 weeks commencing the month of the employee's 35th year of service. 	\$58,868,979	0.71%
6. Various changes to the Maternity and Parental leave and Allowance Provisions	\$23,226,154	0.28%
7. Various changes to Leave with or without pay for Alliance Business (Article 14)	More Data required to cost	TBD
8. Collective Agreement Implementation: <ul style="list-style-type: none"> • If not implemented before X date, 100\$ lump-sum payment, then another 100\$ payment for each additional 90 days. 	More Data required to cost	TBD
9. Childcare MOU (Appendix N): Workplace childcare funding model	More Data required to cost	TBD
10. Social Justice Fund (new article) – <i>(1 cent per hour worked for each employee in the bargaining unit)</i>	\$1,983,955	0.02%
Total (Common Proposals):	\$125,880,492	1.52%
PA-specific proposals		
1. Economic increases of 4.5% a year for 3 years	\$1,172,948,765	14.12%
2. Market Adjustments (to address alleged parity issues with CRA)	\$656,182,681	7.90%
3. New: 5 days of paid leave to promote employee mental health	\$155,345,988	1.87%
4. Article 25: 15-minute reading break	\$1,046,868	0.01%
5. Article 27: Increase in shift and weekend premium from \$2 to \$2.50	\$712,317	0.01%
6. Article 28: All overtime at double rate	\$44,280,632	0.53%
7. Article 30: Add National Day of Truth and Reconciliation to list of Designated Paid Holidays	See note 1	!
8. Article 35: Removal of discretion to advance sick leave credits	\$27,090,143	0.33%
9. Article 44: Family Related Responsibility Leave (FRRL) - Increase from 5 to 6 days	\$8,690,475	0.10%
10. Article 44: FRRL - Additions and amendments to eligible situations (assuming entitlement is increased to 6 days)	\$5,754,001	0.07%
11. Article 44: FRRL - Removing the word unforeseeable in 44.01f (assuming entitlement is increased to 6 days)	\$29,175,215	0.35%
12. Article 47: Bereavement Leave with Pay Improvements: <ul style="list-style-type: none"> • Expansion to definition of family • Increase in travel days from 3 days to 5 days • Leave for miscarriage • Leave for death of a person in respect of whom the employee is on Caregiving Leave at the time of death • No limit to once in a career for non-consanguinity 	\$4,944,253	0.06%
13. Article 43 and 53: Replace 7.5h of volunteer leave with 7.5h of personal leave	\$1,863,972	0.02%

14. Article 59: Employees working in call centres shall be provided with a minimum of a forty (40) second cognitive microbreak between calls ²	More data required to cost	-
15. Article 61: Correctional Service Specific Duty Allowance - indexed by general economic increase	\$1,466,480	0.02%
16. Article 66: No minimum qualifying period for acting pay (currently 3 days)	More Data required to cost	-
17. Appendix J: Cost of increasing Compensation Advisor Retention Allowance to \$4,500 to all employees currently eligible and indexed by general economic increase (GEI)	\$5,816,344	0.07%
18. Appendix J: Cost of expanding eligibility to Compensation Advisor Retention Allowance to AS-04 and CR-05 employees serviced by the pay centre	More Data required to cost	-
19. Appendix O: \$3,534 Fishery Officer Allowance indexed by General Economic Increase	\$54,575	0.00%
20. Appendix Q: Increase Parole Officer Allowance from \$2,000 to \$7,000 and increased by general economic increases	\$9,100,990	0.11%
21. New Indigenous Languages Allowance (\$1500 annually and increased by General Economic Increase	More Data required to cost	-
22. New Allowance – All employees outside of CSC who could potentially have an in-person interaction with inmates, offenders of judicial files (\$1750 annually and increased by General Economic Increase)	More Data required to cost	-
23. New – Parole Officer case load (\$75 penalty per day for each additional file over prescribed thresholds – which vary depending on role)	More Data required to cost	-
24. NEW ALLOWANCE: \$2,000 allowance for case managers at Veterans Affairs in the WP classification (allowance to be indexed by general economic increase)	\$1,476,692	0.02%
25. \$3,000 Annual Pensionable Lump Sum Payment until completion of the new job evaluation standards and the negotiation of new wage rates (PA Conversion)	\$386,191,260	4.65%
Total (PA-Specific Proposals)	\$2,512,141,650	30.23%
Total (Overall)	\$2,638,022,141	31.75%

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(I) entitled members of the bargaining group to a designated paid holiday to observe this day, starting in 2021.

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

2. if available, these costs would include productivity and technology costs, as well as potentially replacement costs if loss in productivity is replaced.

1.6 Employer Proposals

The Employer proposes to negotiate improvements for the PA group that include fair economic increases, modernized language, increases to certain leave provisions, as

well as other improvements. The Employer's detailed position on each outstanding items can be found in parts III and IV of the Employer's brief.

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

To note, the items highlighted in green were resolved by the parties during the mediation session for the PA group held October 4 to 7, 2022.

Table 5: Employer Monetary Proposals

EMPLOYER MONETARY PROPOSALS	COST (Ongoing)	% OF WAGE BASE
Common proposals		
1. Joint Learning Plan base funding increase by GEI	\$358,497	0.00%
PA-specific proposals		
1. Economic increases over four years: 1.5%, 3%, 2% and 1.75%.	\$706,433,185	8.50%
2. PA Conversion	\$30,300,000	0.36%
3. Article 30: Add National Day of Truth and Reconciliation to list of Designated Paid Holidays	See note 1	!
4. Articles 43 and 53: Replace 7.5h of volunteer leave with 7.5h of personal leave	\$1,772,264	0.02%
5. Article 64: Increase percentage for DPH for part-time employees (from 4.25% to 4.6%)	\$574,347	0.01%
6. Appendix J: Compensation Advisor Allowance – increase both annual allowances by 6.92%	\$763,808	0.01%
7. Appendix Q: Parole Officer Allowance – increase annual allowance by 6.92%	\$210,402	0.00%
TOTAL	\$740,412,503	8.91%

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(I) entitled members of the bargaining group to a designated paid holiday to observe this day, starting in 2021.

The bargaining agent proposes to identify the NDTR in Article 30.02 while retaining the entitlement to one additional day when proclaimed by an act of Parliament as a national holiday. Generally, the productivity cost of introducing a new designated paid holiday is roughly equivalent to 0.36% 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-four (34) items, listed below, have been identified jointly by the parties for discussion at the Common Issues Table.

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

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

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27. 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
 28. Appendix K Memorandum of Agreement with Respect to Implementation of Union Leave
 29. 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
 30. Appendix N Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Child Care
 31. **New Appendix** Bilingualism Allowance and Language Training
 32. **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
 33. **New Appendix** Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Gender-Inclusive Language
 34. Pay Simplification

Part II – Considerations

The Employer's monetary proposal for the PA 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. There were no recruitment or retention issues raised by any of the largest employing departments.

The following section investigates if any of the above-mentioned concerns are present in the PA 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 of the PA occupational groups are included with the reference period being between 2016-2017 and 2020-2021.

Total Population

Table 6 shows the PA group population over the last five fiscal years. Overall, the trends for the five most populated PA groups, representing approximately 99% of the PA population (AS, CR, IS, PM, and WP) have been very healthy. Population growth over the reference period for the AS (28.4%), IS (21.8%), PM (28.3%) and WP (17.2%) was very strong and generally in line with or exceeded the CPA average growth rate (20.0%). The CR population was also very stable over the reference period. It is worth mentioning that given the small size of the DA, CM, OE and ST groups, any variation within the group may have a significant impact on the year over year comparison, which should be interpreted with caution. In times of recruitment and retention problems, one would expect consistent decreases in population, which is not the case in the PA bargaining unit.

Table 6: Population

Population variation	2016-17	2017-18	2018-19	2019-20	2020-21
AS group					
12-months average population	26,872	27,910	29,879	32,581	34,516
Year-to-year (y/y) increase	-	3.9%	7.1%	9.0%	5.9%
Core Public Administration (CPA) y/y increase	-	2.1%	4.4%	5.2%	4.2%
CM group					
12-months average population	7	8	8	7	5
Year-to-year (y/y) increase	-	13.1%	2.0%	-18.4%	-29.1%
Core Public Administration (CPA) y/y increase	-	2.1%	4.4%	5.2%	4.2%
CR group					
12-months average population	18,426	18,271	18,384	18,616	18,396
Year-to-year (y/y) increase	-	-0.8%	0.6%	1.3%	-1.2%
Core Public Administration (CPA) y/y increase	-	2.1%	4.4%	5.2%	4.2%

DA group					
12-months average population	52	48	40	23	18
Year-to-year (y/y) increase	-	-7.4%	-17.9%	-41.8%	-20.2%
Core Public Administration (CPA) y/y increase	-	2.1%	4.4%	5.2%	4.2%
IS group					
12-months average population	3,248	3,349	3,559	3,804	3,957
Year-to-year (y/y) increase	-	3.1%	6.3%	6.9%	4.0%
Core Public Administration (CPA) y/y increase	-	2.1%	4.4%	5.2%	4.2%
OE group					
12-months average population	3	2	1	1	1
Year-to-year (y/y) increase	-	-47.0%	-33.3%	0.0%	0.0%
Core Public Administration (CPA) y/y increase	-	2.1%	4.4%	5.2%	4.2%
PM group					
12-months average population	19,612	20,484	21,915	23,100	25,165
Year-to-year (y/y) increase	-	4.4%	7.0%	5.4%	8.9%
Core Public Administration (CPA) y/y increase	-	2.1%	4.4%	5.2%	4.2%
ST group					
12-months average population	145	122	82	37	26
Year-to-year (y/y) increase	-	-16.4%	-32.2%	-55.4%	-29.7%
Core Public Administration (CPA) y/y increase	-	2.1%	4.4%	5.2%	4.2%
WP group					
12-months average population	3,373	3,549	3,680	3,865	3,953
Year-to-year (y/y) increase	-	5.2%	3.7%	5.0%	2.3%
Core Public Administration (CPA) y/y increase	-	2.1%	4.4%	5.2%	4.2%
Notes:					
1. Figures include employees working in departments and organizations of the core public administration (FAA Schedule I and IV).					
2. Figures include all active employees and employees on leave without pay (by substantive classification) who were full- or part-time indeterminate and full- or part-time seasonal.					
3. Since the population figures are 12-month averages, the variation of the population from one year to the next will not match the net increase/decrease calculated by subtracting the total separations from total hires in the tables below.					

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

Hirings

Table 7 shows the inflow of employees, hired from outside (external) or from inside (internal) the CPA, into the PA bargaining unit.

The table shows that jobs in the PA group are still in high demand. Total hirings (both internal and external) were very healthy, with the hiring rates for the largest PA groups (AS, CR, IS, PM, and WP) generally exceeding that of the CPA average over the reference period by a wide margin. In addition, total hirings have generally exceeded the level of total separations (see following section) for the most populated PA groups by a wide margin, leading to the very strong population growth overall.

Table 7: Hiring

	2016-17	2017-18	2018-19	2019-20	2020-21
AS group					
External Hiring	1,589	2,205	3,339	3,394	2,844
Internal Hiring	1,666	2,030	2,521	2,742	2,164
Total Hiring (external and internal)	3,255	4,235	5,860	6,136	5,008
Total Hiring Rate	12.1%	15.2%	19.6%	18.8%	14.5%
CPA average - Total Hiring Rate	9.2%	11.6%	14.1%	13.9%	11.5%
CM group					
External Hiring	0	1	0	0	0
Internal Hiring	0	0	1	0	1
Total Hiring (external and internal)	0	1	1	0	1
Total Hiring Rate	0.0%	12.6%	12.4%	0.0%	21.4%
CPA average - Total Hiring Rate	9.2%	11.6%	14.1%	13.9%	11.5%
CR group					
External Hiring	2,259	2,888	3,917	3,565	2,808
Internal Hiring	254	275	314	294	233
Total Hiring (external and internal)	2,513	3,163	4,231	3,859	3,041
Total Hiring Rate	13.6%	17.3%	23.0%	20.7%	16.5%
CPA average - Total Hiring Rate	9.2%	11.6%	14.1%	13.9%	11.5%
DA group					
External Hiring	2	5	1	0	0
Internal Hiring	0	0	0	0	0
Total Hiring (external and internal)	2	5	1	0	0
Total Hiring Rate	3.8%	10.3%	2.5%	0.0%	0.0%
CPA average - Total Hiring Rate	9.2%	11.6%	14.1%	13.9%	11.5%
IS group					
External Hiring	210	314	430	373	319
Internal Hiring	123	152	154	183	151
Total Hiring (external and internal)	333	466	584	556	470

Total Hiring Rate	10.3%	13.9%	16.4%	14.6%	11.9%
CPA average - Total Hiring Rate	9.2%	11.6%	14.1%	13.9%	11.5%
OE group					
External Hiring	0	0	0	0	0
Internal Hiring	0	1	0	0	0
Total Hiring (external and internal)	0	1	0	0	0
Total Hiring Rate	0.0%	66.7%	0.0%	0.0%	0.0%
CPA average - Total Hiring Rate	9.2%	11.6%	14.1%	13.9%	11.5%
PM group					
External Hiring	1,223	1,844	2,172	2,149	2,730
Internal Hiring	1,031	1,177	1,400	1,784	1,504
Total Hiring (external and internal)	2,254	3,021	3,572	3,933	4,234
Total Hiring Rate	11.5%	14.7%	16.3%	17.0%	16.8%
CPA average - Total Hiring Rate	9.2%	11.6%	14.1%	13.9%	11.5%
ST group					
External Hiring	5	10	1	3	2
Internal Hiring	7	4	1	0	0
Total Hiring (external and internal)	12	14	2	3	2
Total Hiring Rate	8.3%	11.5%	2.4%	8.2%	7.7%
CPA average - Total Hiring Rate	9.2%	11.6%	14.1%	13.9%	11.5%
WP group					
External Hiring	237	213	228	247	186
Internal Hiring	183	184	198	202	144
Total Hiring (external and internal)	420	397	426	449	330
Total Hiring Rate	12.5%	11.2%	11.6%	11.6%	8.3%
CPA average - Total Hiring Rate	9.2%	11.6%	14.1%	13.9%	11.5%

Source: PSC Appointments file

Notes:

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

Separations

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

Table 7 shows that the number of external separations has generally been declining over the reference period. From 2016-17 to 2020-21, the number of external separations for the AS and CR subgroups has decreased by 11.2% and 19.8%, respectively, while the number of external separations for the remaining PA groups with the highest population (IS, PM, and WP) has been relatively stable or in decline since 2017-18.

Table 8a: Separations

	2016-17	2017-18	2018-19	2019-20	2020-21
AS group					
External Separations	1,428	1,331	1,440	1,494	1,268
<i>Voluntary - Non-Retirements</i>	219	224	219	315	280
<i>Voluntary - Retirements</i>	919	945	1,043	987	815
<i>Involuntary</i>	261	99	75	65	65
<i>Unspecified</i>	29	63	103	127	108
Internal Separations	1,260	1,475	1,792	2,025	1,894
Total Separations (internal and external)	2,688	2,806	3,232	3,519	3,162
Total Separation Rate	10.0%	10.1%	10.8%	10.8%	9.2%
CPA average - Total Separation Rate	8.2%	8.3%	8.8%	9.0%	7.7%
CM group					
External Separations	0	0	0	0	1
<i>Voluntary - Non-Retirements</i>	0	0	0	0	0
<i>Voluntary - Retirements</i>	0	0	0	0	1
<i>Involuntary</i>	0	0	0	0	0
<i>Unspecified</i>	0	0	0	0	0
Internal Separations	1	0	1	2	4
Total Separations (internal and external)	1	0	1	2	5
Total Separation Rate	14.3%	0.0%	12.4%	30.3%	107.1%
CPA average - Total Separation Rate	8.2%	8.3%	8.8%	9.0%	7.7%
CR group					
External Separations	1,031	956	1,033	997	827
<i>Voluntary - Non-Retirements</i>	218	174	188	225	164
<i>Voluntary - Retirements</i>	661	673	702	625	531
<i>Involuntary</i>	133	64	72	63	46
<i>Unspecified</i>	19	45	71	84	86
Internal Separations	1,810	2,150	2,722	2,983	2,322
Total Separations (internal and external)	2,841	3,106	3,755	3,980	3,149
Total Separation Rate	15.4%	17.0%	20.4%	21.4%	17.1%
CPA average - Total Separation Rate	8.2%	8.3%	8.8%	9.0%	7.7%
DA group					
External Separations	2	2	0	1	2
<i>Voluntary - Non-Retirements</i>	0	0	0	0	0
<i>Voluntary - Retirements</i>	2	2	0	1	2

<i>Involuntary</i>	0	0	0	0	0
<i>Unspecified</i>	0	0	0	0	0
Internal Separations	6	7	22	2	3
Total Separations (internal and external)	8	9	22	3	5
Total Separation Rate	15.3%	18.6%	55.5%	13.0%	27.1%
CPA average - Total Separation Rate	8.2%	8.3%	8.8%	9.0%	7.7%
IS group					
External Separations	138	157	134	144	157
<i>Voluntary - Non-Retirements</i>	45	48	53	64	57
<i>Voluntary - Retirements</i>	73	86	67	60	76
<i>Involuntary</i>	14	10	5	7	8
<i>Unspecified</i>	6	13	9	13	16
Internal Separations	124	175	168	191	154
Total Separations (internal and external)	262	332	302	335	311
Total Separation Rate	8.1%	9.9%	8.5%	8.8%	7.9%
CPA average - Total Separation Rate	8.2%	8.3%	8.8%	9.0%	7.7%
OE group					
External Separations	1	1	0	0	0
<i>Voluntary - Non-Retirements</i>	0	0	0	0	0
<i>Voluntary - Retirements</i>	1	1	0	0	0
<i>Involuntary</i>	0	0	0	0	0
<i>Unspecified</i>	0	0	0	0	0
Internal Separations	1	0	0	0	0
Total Separations (internal and external)	2	1	0	0	0
Total Separation Rate	70.7%	66.7%	0.0%	0.0%	0.0%
CPA average - Total Separation Rate	8.2%	8.3%	8.8%	9.0%	7.7%
PM group					
External Separations	899	942	998	953	926
<i>Voluntary - Non-Retirements</i>	137	147	119	124	151
<i>Voluntary - Retirements</i>	661	700	714	654	642
<i>Involuntary</i>	90	44	74	67	37
<i>Unspecified</i>	11	51	91	108	96
Internal Separations	650	880	1,091	1,394	1,156
Total Separations (internal and external)	1,549	1,822	2,089	2,347	2,082
Total Separation Rate	7.9%	8.9%	9.5%	10.2%	8.3%
CPA average - Total Separation Rate	8.2%	8.3%	8.8%	9.0%	7.7%
ST group					
External Separations	15	12	12	6	0
<i>Voluntary - Non-Retirements</i>	1	0	2	1	0
<i>Voluntary - Retirements</i>	13	8	8	5	0
<i>Involuntary</i>	1	4	2	0	0
<i>Unspecified</i>	0	0	0	0	0

Internal Separations	16	21	56	18	9
Total Separations (internal and external)	31	33	68	24	9
Total Separation Rate	21.3%	27.2%	82.5%	65.3%	34.8%
CPA average - Total Separation Rate	8.2%	8.3%	8.8%	9.0%	7.7%
WP group					
External Separations	159	174	151	187	154
<i>Voluntary - Non-Retirements</i>	26	25	22	43	17
<i>Voluntary - Retirements</i>	121	129	112	119	119
<i>Involuntary</i>	8	13	6	13	6
<i>Unspecified</i>	4	7	11	12	12
Internal Separations	70	57	90	106	109
Total Separations (internal and external)	229	231	241	293	263
Total Separation Rate	6.8%	6.5%	6.5%	7.6%	6.7%
CPA average - Total Separation Rate	8.2%	8.3%	8.8%	9.0%	7.7%

Source: Mobility file as of June 2022; 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 separations are separations to outside the CPA. Voluntary non-retirement separations include resignation from the CPA for: outside employment, return to school, personal reasons, abandonment of position; it also includes separation to a Separate Agency. Voluntary retirement separations include all retirements due to illness, age, or elective. Involuntary separations include resignation under Workforce Adjustment, discharge for misconduct, release for incompetence or incapacity, cessation of employment - failure to appoint, dismissed by Governor-in-Council, layoff, rejected during probation, and death.
4. Internal separations are separations from the group to other groups within the CPA.
5. Total Separations rates are calculated by dividing the number of external and internal separations in a given fiscal year by the average number of employees.

When examining the level of internal separations, it is important to note that the PA group is comprised of a high number of jobs with transferrable skills. For that reason, the number of internal separations to groups within and outside the PA bargaining unit is higher than within the CPA, on average. Tables 8b and 8c provide further evidence of this. As is shown in Table 8b, the proportion of PA internal separations represented 63% of all separations in 2020-21, as compared to just 35% for the rest of the CPA. PA members are clearly less likely than other groups to leave the Government of Canada.

Table 8b: Share of Separations – Fiscal year 2020-21

	Internal separations	External separations	Total separations
PA	63%	37%	100%
CPA	50%	50%	100%
CPA excluding PA	35%	65%	100%

Source: Mobility file; PSC Appointments file

Notes:

1. External Separations are separations out of the CPA.
2. Internal Separations are movements out of the group to other occupational groups within the CPA.
3. An employee may be counted in more than one separation activity for the fiscal year.
4. External separations data reflect information available in the Mobility file up to June 2022.

Despite the higher rate of internal separations, over 60% of these movements were to another PA sub-group (see Table 8c) in 2020-21. These metrics provide further evidence of strong internal recruitment and career progression as well as of development within the PA bargaining unit. This in turn promotes life-long learning and encourages individuals to apply their skills and abilities to a diversity of subjects in a variety of workplaces both within the PA and across the CPA.

Table 8c: Separations – Internal Separation Movements

	2016-17	2017-18	2018-19	2019-20	2020-21
Internal Separation Movements					
Separation to another group within PA bargaining unit	2,645	3,076	3,825	4,272	3,483
Separation to another group outside PA bargaining unit	1,293	1,689	2,117	2,449	2,168
Total	3,938	4,765	5,942	6,721	5,651

Source: Mobility file as of June 2022; PSC Appointments file

Notes:

1. Figures pertain to employees (by substantive classification) working in departments and organizations in the core public administration (Schedules I & IV of the Financial Administration Act) consisting of the following population segments:
 - Full-time and part-time, indeterminate, and seasonal
 - Active and on leave without pay
 - Represented and excluded
2. Internal separations are movements out of the group to other occupational groups within the CPA.
3. An employee may be counted in more than one separation activity for the fiscal year.

The above analysis provides ample evidence that there are no significant retention issues within the PA bargaining unit. The higher separation rate for certain groups relative to the CPA is mainly attributable to a high level of internal movements within the PA group, which provides evidence of strong internal recruitment and career progression within the PA bargaining unit. Moreover, overall separations over the reference period from the PA groups with the highest population (AS, CR, IS, PM and WP) have been more than offset by very strong Hirings rates (see previous section), which suggests very strong renewal within the PA bargaining unit.

Job Advertisements

Table 9 presents job advertisement figures for the PA 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.

As shown in Table 9, for the majority of PA employees, the total number of applications per job advertisement and total applications screened-in per job advertisement have been very high over the 5-year period and are significantly higher than the CPA median. For example, for the CR group, the total number of applications per job advertisement was more than six times greater in 2020-21 than the CPA median. Similarly, the total number of CR applications screened in per job advertisement in 2020-21 was more than seven times greater than the CPA median. Clearly, the PA groups have a large pool of qualified applicants from which to hire in times of recruitment needs.

Table 9: Job advertisements

	2016-17	2017-18	2018-19	2019-20	2020-21
Total External Advertisements					
AS	269	328	456	423	350
CM	0	0	0	0	0
CR	328	329	389	373	331
DA	1	0	0	1	3
IS	63	76	84	92	70
PM	221	241	261	275	263
ST	9	12	10	13	12
WP	20	24	73	77	32
CPA median	7	7	11	12	11
Total Applications per Advertisement					
AS	333	373	445	386	600
CM	-	-	-	-	-
CR	441	462	596	488	832
DA	120	-	-	97	158
IS	98	90	167	147	226
PM	467	377	609	539	694
ST	20	36	41	87	157
WP	322	846	486	258	350
CPA median	77	66	106	97	134
Total Applications Screened-In Per Job Advertisement					
AS	247	305	370	306	506
CM	-	-	-	-	-
CR	350	391	512	409	740
DA	120	0	0	71	394
IS	80	72	125	118	183
PM	359	289	477	434	584
ST	17	23	24	11	134
WP	245	554	331	171	281
CPA median	57	55	79	73	99

Source: Public Service Commission PSRS Extracts

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

Overall, the recruitment and retention metrics clearly demonstrate a healthy group, with strong population growth, hiring rates, recruitment, and renewal. The strong level of hirings and high number of qualified applicants for the PA group has been more than sufficient to offset the level of separations in the groups, as evidenced by the strong population growth overall. Existing terms and conditions of employment, including compensation rates, have drawn qualified candidates from the labour market to fill positions when they become available.

2.2 External Comparability

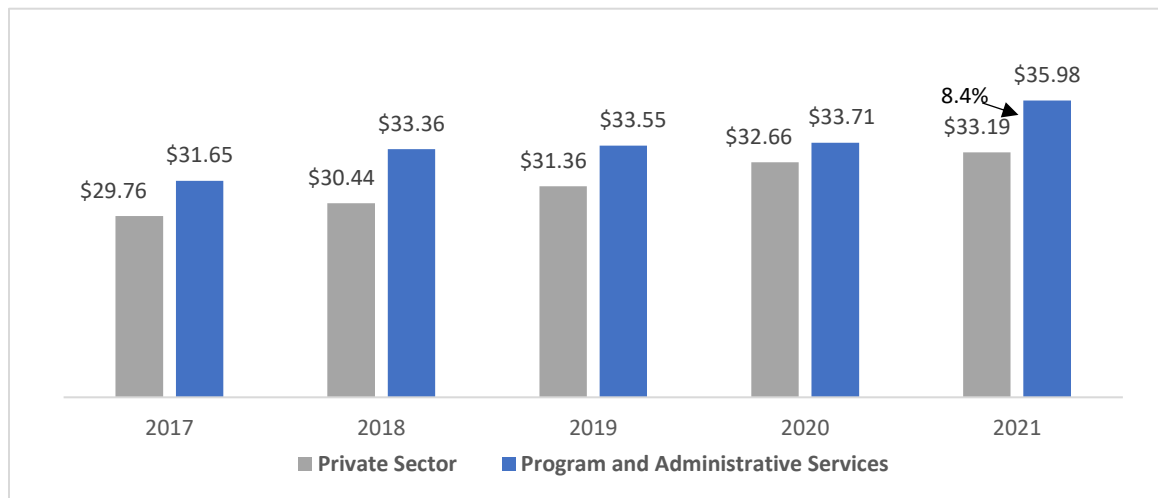
The Government of Canada's stated objective is to provide compensation that is competitive with, but not leading compensation provided for similar work in relevant external labour markets. TBS reviews labour market trends and it conducts wage studies on a regular basis at the occupational-group level.

The following compares the PA salaries, adjusted for hours worked, with private sector hourly earnings as well as providing analysis on the salaries of the PA positions to comparable positions in the external markets. Lastly, the cumulative wage increases among the PA bargaining unit and the wage settlements in both public and private sectors will be presented.

Hourly wages for the PA group relative to the private sector

This section compares PA salaries, adjusted for hours worked, with private sector hourly earnings that Statistics Canada publishes in its Labour Force Survey. The private sector includes a broad spectrum of jobs, including some that are comparable to the PA group. When determining wage increases for its employees, the government needs to consider federal public service wages relative to the wages that most Canadians earn. As shown in Figure 1 below, the average hourly wage for the PA group has increased by 13.7% (from \$31.65 to \$35.98) between 2017 and 2021, while it has only increased by 11.5% (from \$29.76 to \$33.19) in the private sector over the same period. As a result, average hourly wages for PA workers in 2021, were 8.4% higher than those in the private sector.

Figure 1: Hourly Wage Distribution - Private Sector vs. Program and Administrative Services (PA)



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

Summary of previous External Wage Studies

In October 2019, TBS commissioned Mercer Canada LLC to complete a study to evaluate the competitiveness of its base salary levels for 12 positions in the Program and Administrative Services (PA) group relative to the external market. For the selected positions, secondary research using external salary surveys (Mercer, Towers Watson, and Morneau Shepell) was used to conduct the market analysis. Matches for the 12 benchmark positions were determined based on job content and professional judgement, as survey capsule descriptions are typically brief relative to organizational descriptions. As a rule of thumb, positions are considered a “good match” if at least 80% of the role is represented in the survey position capsule description.

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

Compensation within a range of plus or minus 10% of TBS's target market positioning is generally considered to be within competitive norms and aligned with the market. 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.

Included in Table 10 below are the results of a 2022 update of the 2019 study results. Overall, the results show that the PA wages are either competitive with or leading the market for every single job, with results generally improving for most positions over the 2019 study findings.

It should also be noted that the results in the study compare TBS 2020 rates vs 2021 markets rates, and that applying the employer's year one proposal would put them even further ahead or improve their competitiveness in the comparable range of plus or minus 10%.

Table 10: Wage Study Results

PA Group Summary				Legend				
2022 Refresh of 2019 PA Wage Comparability Study Conducted By Mercer				<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"></div> <div style="width: 30%; background-color: #d9ead3; padding: 2px;">Above Comparator Market (Greater than +10%)</div> <div style="width: 30%; background-color: #d9ead3; padding: 2px;">Within Comparator Market (+/-10%)</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 30%;"></div> <div style="width: 30%; background-color: #f4cccc; padding: 2px;">Below Comparator Market (Less than -10%)</div> </div>				
All compensation data in \$ CAD (000s)				Market Salary Range Maximum ²			TBS Max vs. Maximum Market P50 ⁴ (2022 refresh)	TBS Max vs. Maximum Market P50 ⁴ (2019 Study)
Primary Research Survey Position Title	PA Group/Level	Min Salary	Max Salary	Orgs #	Obs # ³	Average Market P50		
Administrative Assistant I	AS-01	\$54,878	\$61,379	565	8,474	\$54,115	13.4%	6.9%
Administrative Officer	AS-02	\$61,152	\$65,887	750	12,162	\$56,645	16.3%	12.5%
Compensation Advisor	AS-02	\$63,652	\$68,387	149	815	\$64,031	6.8%	4.1%
Executive Assistant	AS-03	\$65,547	\$70,622	341	2,816	\$71,227	-0.8%	-5.1%
Project Officer	AS-04	\$71,599	\$77,368	43	207	\$69,336	11.6%	6.7%
Program and Service Delivery Clerk	CR-04	\$50,821	\$54,857	51	773	\$42,955	27.7%	13.8%
Administrative Assistant	CR-04	\$50,821	\$54,857	205	3,864	\$47,012	16.7%	14.3%
Human Resources Assistant	CR-05	\$55,543	\$60,130	213	4,583	\$52,672	14.2%	7.0%
Communications Advisor	IS-04	\$85,476	\$92,412	192	633	\$90,308	2.3%	-2.2%
Payment Services Officer	PM-01	\$54,878	\$61,379	33	945	\$62,944	-2.5%	-1.0%
Service Canada Benefits Officer	PM-02	\$61,152	\$65,887	118	3,280	\$64,181	2.7%	4.9%
Team Leader	PM-03	\$65,547	\$70,622	29	118	\$76,510	-7.7%	-7.2%

Notes:

(1) Reflects the annualized minimum and maximum base salary range effective as of June 21, 2020 provided by TBS.

(2) Represents the average P50 of all benchmark jobs in the classification level as at March 31, 2021. Market data presented for all survey sources is on an organization weighted basis.

(3) Represents the market variance between TBS' maximum salary range to the external P50 base salary calculated using the following formula (TBS Max Salary - Average Market P50) / (Average Market P50)

(4) Due to rounding, numbers may not calculate exactly in the results tables.

(5) The retention allowance of \$2,500 that Compensation Advisors are paid in addition to their base salary has been included in the minimum and maximum figures. Additional note - Compensation Advisors who are not serviced by the pay centre receive a higher retention allowance of \$3,500. However as not all AS-02 employees receive the higher amount, only \$2,500 was added to TBS rates.

The results of the Mercer study further support the Employer's position that additional increases to pay for the PA group are currently unwarranted.

Provincial/Territorial External Wage Study

To supplement the results of the Mercer External Wage Study update, TBS approached the provincial/territorial governments in the summer of 2022 to gather compensation data for the same TBS benchmark jobs used in the study noted above, plus two additional WP jobs. Provincial/territorial governments were asked to match each job based on duties and responsibilities of each role and provide the level of compensation and quality of match. Since the provincial and territorial governments generally have a similar pay structure, with pay ranges and step progressions, to that of the federal government, the TBS maximum salary was compared to the market's 50th percentile of the maximum salary for each matched job. Once again, compensation within plus or minus 10% of TBS's target market positioning are generally considered to be within competitive norms and market aligned. As shown in Table 11 below, the results indicate that PA wages are either competitive with or leading the provincial/territorial government market for every single job. Effective dates of the market data generally ranged between April. 1, 2020, to April 1, 2022.

Overall, the results of these studies further support the Employer's position that large increases to pay for the PA group are currently unwarranted.

Table 11: PA External Wage Comparison with Provincial/Territorial Governments

PA Group Summary				Legend			
Provincial / Territorial Governments				 Above Comparator Market (Greater than +10%) Within Comparator Market (+/-10%) Below Comparator Market (Less than -10%)			
All compensation data in \$ CAD (000s)							
Primary Research Survey Position Title	CS Group/Level	TBS ¹		Market Salary Range Maximum ²			TBS Max vs. P50 of Market Max ⁴
		Min Salary	Max Salary	Orgs #	Obs # ³	P50 (org weighted)	
Administrative Assistant I	AS-01	\$54,878	\$61,379	9	3,145	\$50,425	21.7%
Administrative Officer	AS-02	\$61,152	\$65,887	8	2,911	\$57,891	13.8%
Compensation Advisor	AS-02	\$61,152	\$68,387	7	5,411	\$59,492	15.0%
Executive Assistant	AS-03	\$65,547	\$70,622	9	525	\$68,660	2.9%
Project Officer	AS-04	\$71,599	\$77,368	6	5,386	\$83,999	-7.9%
Program and Service Delivery Clerk	CR-04	\$50,821	\$54,857	8	2,911	\$53,633	2.3%
Administrative Assistant	CR-04	\$50,821	\$54,857	7	2,791	\$54,304	1.0%
Human Resources Assistant	CR-05	\$55,543	\$60,130	9	5,383	\$57,638	4.3%
Communications Advisor	IS-04	\$85,476	\$92,412	8	948	\$86,284	7.1%
Payment Services Officer	PM-01	\$54,878	\$61,379	7	6,266	\$58,345	5.2%
Service Canada Benefits Officer	PM-02	\$61,152	\$65,887	5	999	\$63,340	4.0%
Team Leader	PM-03	\$65,547	\$70,622	5	234	\$75,884	-6.9%
Parole Officer	WP-04	\$71,294	\$93,732	7	3,889	\$79,579	17.8%
Parole Office Supervisor	WP-05	\$85,013	\$106,200	7	97	\$90,884	16.9%

Notes:

- (1) Reflects the annualized minimum and maximum base salary range effective as of June 21, 2017 provided by TBS.
- (2) Represents market salary range maximum. Any additional annual allowances paid to all employees are included. Market data presented for all survey sources is on an organization weighted basis.
- (3) The number of observations includes data from up to five provinces and territories, depending on the match.
- (4) Represents the market variance between TBS' maximum salary range to the external P50 salary range maximum and is calculated using the following formula: $(\text{TBS Max Salary} - \text{Market salary range maximum P50}) / \text{Market salary range max P50}$.
- (5) Due to rounding, numbers may not calculate exactly in the results tables.

Comparison of External Wage Growth

This section compares how wages have grown between 2012 and 2020 among the PA sub-groups relative to wage settlements over the same period in the public and private sectors (as measured by ESDC⁶). As is shown in Table 12 below, all nine PA 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%).

Table 12: PA Wage Growth vs. Other Sectors⁷

External Cumulative Increase Comparison (2012 - 2020)												
	ESDC Public Sector	ESDC Private Sector	CPI	PA Group								
				AS	IS	PM	WP	CM	DA	CR	OE	ST
Cumulative Increase	13.2%	18.1%	14.2%	16.7%	16.4%	16.5%	20.4%	16.4%	16.4%	16.6%	16.4%	16.4%

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

Overall, the PA group has remained competitive with the external market. The wage studies showed that PA wages are either comparable or leading the market for every single position surveyed. Their bargaining unit wage growth (16.4% to 20.4%) has outpaced both inflation (14.2%) and public sector settlements (13.2%).

2.3 Internal Relativity

Internal relativity is a measure of the relative value of each occupational group within the core public administration (CPA). 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 Sector Labour Relations Act* says that there is a need to maintain appropriate relationships with respect to compensation between classifications and levels.

⁶ 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.

⁷ ESDC rates are based on wage settlements for bargaining units that have 500 or more employees. They 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 2020⁸

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

As in shown in Table 13 below, cumulative increases received by most PA employees were slightly lower than the CPA average (18.7%) over the reference period. This discrepancy is primarily due to other CPA groups receiving additional increases beyond pattern to address specific and demonstrated recruitment and retention pressures and/or wage comparability issues in prior rounds of bargaining.

Table 13: PA cumulative wage growth and weighted CPA average, 2012-2020

External Cumulative Increase Comparison (2012 - 2020)										
	PA Group									CPA
	AS	IS	PM	WP	CM	DA(CON)	CR	OE	ST	
Cumulative Increase	16.7%	16.7%	16.4%	16.5%	20.4%	16.4%	16.4%	16.6%	16.4%	18.7%

Notes: PA 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,

⁸ 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 month⁹. 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 due to declines in the housing and equity markets. 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%¹⁰ 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 2022¹¹, 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

⁹ Statistics Canada, Labour Force Survey, August 2022. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/220909/dq220909a-eng.htm>

¹⁰ Statistics Canada, National balance sheet and financial flows, second quarter 2022. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/220912/dq220912a-eng.htm>

¹¹ Statistics Canada, Retail trade, July 2022. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/220923/dq220923a-eng.htm>

curbs wage increases. A decline in real GDP leads to lower economic output and levels of employment and little, if any, pressure for wage growth.

Prior to the sharp decline in real GDP in 2020, economic growth had moderated to 1.9% in 2019 (Table 14).

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 14: Real gross domestic production, year-over-year growth

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

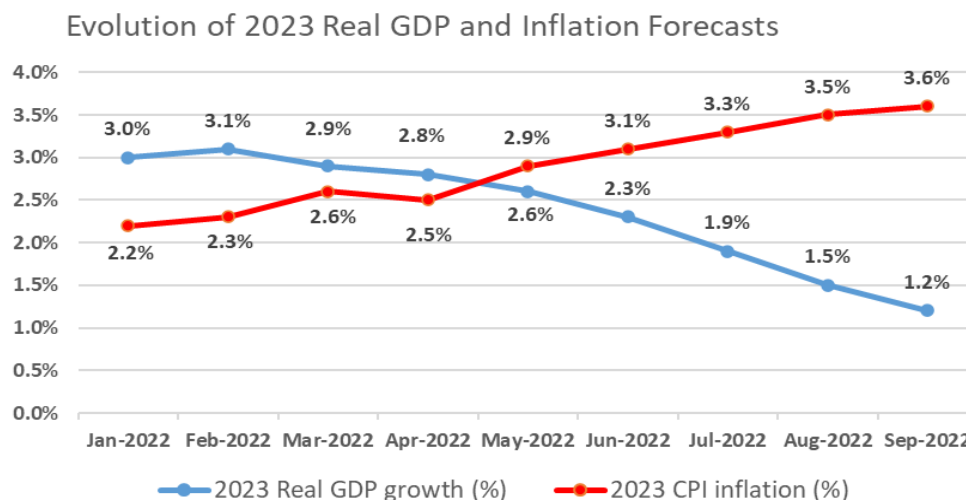
Source: Statistics Canada, Consensus Forecasts September 2022.

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

Real GDP matched its pre-pandemic levels earlier than expected in the fourth quarter of 2021¹², 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%.

¹² 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 stated¹³,

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

¹³ Oxford Economics, Canadian economy headed for a hard landing, September 2022. Source: <https://www.oxfordeconomics.com/resource/canadian-economy-heading-for-hard-landing/>

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 2023.¹⁴

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.'¹⁵ This finding suggested that once pandemic related supply issues were resolved, inflation should have fallen back to the 2.0% Bank of Canada target.

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

¹⁴ 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

¹⁵ 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>

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.'*¹⁶

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 15: Consumer Price Index, year-over-year growth

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

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

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

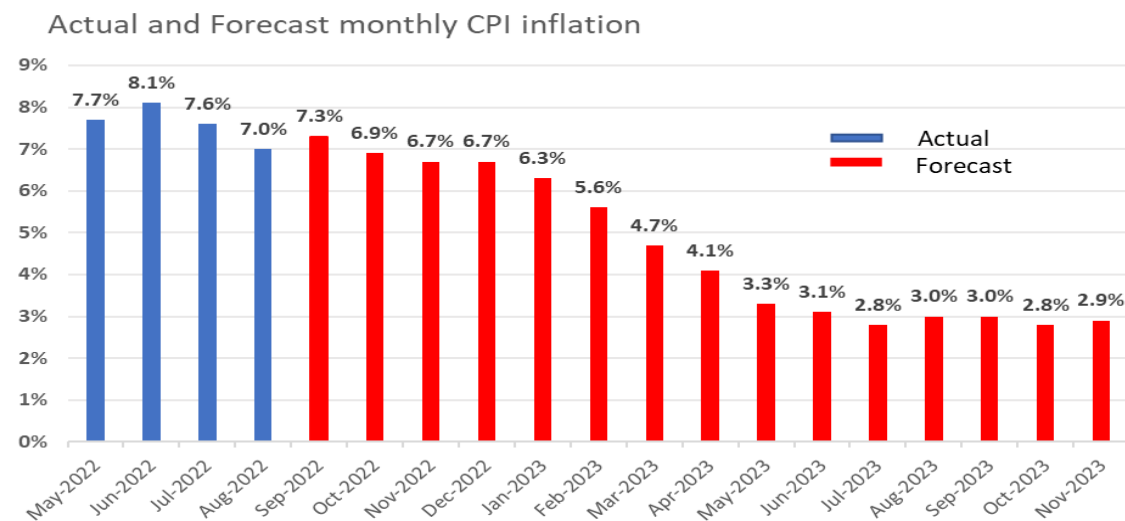
¹⁶ Statistics Canada, June 2022 Consumer Price Index. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/220720/dq220720a-eng.htm>

In a speech to the Conference Board of Canada, the governor of the Bank of Canada gave the following advice to businesses¹⁷:

'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 including¹⁸:

- **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

¹⁷ 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>

¹⁸ Bank of Canada, Monetary Policy Report- July 2022. Source: <https://www.bankofcanada.ca/2022/07/mpr-2022-07-13/>

- and spending could be greater than expected. This could lead to slower growth in many regions. These shocks would be transmitted to the Canadian economy through weaker foreign demand, lower commodity prices and a deterioration in the terms of trade.
- **Sharper decline in housing activity and consumption in Canada**
 - The BoC forecasts that there will be a significant decline in housing activity. However, a steep drop in homebuyer sentiment could accelerate the decline in house prices. Significant drops in house prices would reduce household wealth and access to credit as well as undermine consumer confidence. This would weigh on demand, especially from highly indebted households that have taken out sizable mortgages to purchase a home. Higher borrowing rates and reduced access to credit could also have larger-than-expected dampening effects on household spending, business investment and employment.
 - **Reversal of increases in the price of goods**
 - The BoC expects that the pandemic spike in goods prices will persist. However, these prices could decline as supply chain bottlenecks dissipate and demand moderates. Oil prices and transportation costs could decrease more sharply than expected or growth in goods consumption could slow more than projected, particularly in the United States. According to the BoC, if either of these scenarios occurs, inflation would be lower than projected.
 - Since the release of the Bank of Canada's July Monetary Policy report, many of these risks have been realized, with world economic growth slowing and the Canadian housing market undergoing a correction where benchmark house prices have already fallen 7.4% from peak prices in the Spring of 2022¹⁹.

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

¹⁹ 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>

more than one million in March 2020²⁰. Employment losses totaled three million from February to April 2020, almost two million of which were in full-time work.²¹

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 G7²².

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 16: 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 ²³ (%)	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 report²⁴ 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.

²⁰ Statistics Canada, Labour Force Survey, March 2020. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/200409/dq200409a-eng.htm>

²¹ Statistics Canada, Labour Force Survey, April 2020. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/200508/dq200508a-eng.htm>

²² 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>

²³ Statistics Canada, Employment and Unemployment rate, annual. Source: <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1410037501>

²⁴ 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>

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

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

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

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

Pre-pandemic, public servants provided invaluable services to Canadians, with the Canadian public service ranked as the number one country in civil service effectiveness by the Institute for Government.²⁵

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.'*²⁶

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).²⁷

²⁵ Institute for Government, 2017. Source: New index ranks best performing civil services in the world | The Institute for Government

²⁶ Clerk of Privy Council and Secretary to the Cabinet, 29th Annual Report to the Prime Minister on the Public Service of Canada. Source: <https://www.canada.ca/content/dam/pco-bcp/documents/clk/29-eng.pdf>

²⁷ Statistics Canada, custom tabulation of 2015 wages and salaries from the 2016 Census.

A more recent 2020 study²⁸ found that Canada's government-sector workers (from federal, provincial, and local governments) enjoyed an 9.4% wage premium in 2018, on average, over their private-sector counterparts in 2018 after controlling for important characteristics like gender, age, marital status, education, tenure, size of firm, job permanence, immigrant status, industry, occupation, province, and city.

Public sector workers are nearly four times more likely to be covered by a registered pension plan than their private sector counterparts (90.2% versus 24.1%).²⁹ 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 disappearing³⁰. 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 2023.³¹

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.³²

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

²⁸ 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>

²⁹ Pension plans in Canada, as of January 1, 2021, Statistics Canada, Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/220718/dq220718a-eng.htm>

³⁰ 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.

³¹ 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>.

³² 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>

to experience job loss than those in the private sector (0.5% versus 2.3%).³³ This analysis excludes job losses as result of an end of temporary, casual, and seasonal jobs, which, if included, would widen the gulf between the sectors.

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

During the initial waves of the pandemic, the federal government implemented a comprehensive suite of measures to help employees, including front-line workers, to manage the impacts of the COVID-19 pandemic. For example, employees were being provided “Leave With Full Pay for Other Reasons (699 Leave)” where they could not work because they were required to self-isolate, care for children, suffered from COVID-19 symptoms (diagnosed or not), were at high risk of developing a severe illness from COVID or lived with someone who is at high risk of developing a severe illness. In fact, more than one in three federal public servants were granted paid time off work as 699 leave during the first nine months of the COVID-19 pandemic whereas it is unclear whether and to what extent other workers benefited from similar provisions. The advantages for federal public service employees in pension and benefit coverage availability is further extended to a quality advantage. A recent comprehensive study prepared for the Treasury Board of Canada Secretariat (TBS) by Mercer,³⁴ 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*

³³ 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>

³⁴ Results Report: Pension and Benefit Benchmarking by Industry Sector. Mercer (2019).

*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.*³⁵

Statistics Canada through the Labour Force Survey began tracking the proportion of workers with a hybrid work arrangement since January 2022. In the wider Canadian labour force, the proportion of workers with hybrid arrangements was 8.6% in August 2022.³⁶ 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 2019-20,³⁷ 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.

³⁵ 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](#)

³⁶ Statistics Canada, Labour Force Survey, August 2022. Source: <https://www150.statcan.gc.ca/n1/daily-quotidien/220909/dq220909a-eng.htm>

³⁷ 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>

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

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

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

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

*This is our fiscal anchor—a line we shall not cross, and that will ensure that our finances remain sustainable so long as it remains unbreached.*³⁸

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 billion³⁹ — 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 17).

Table 17: Fiscal outlook (\$ billions)

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

Source: Department of Finance, Budget 2022

³⁸ Department of Finance, Budget, 2022, Foreword. Source: <https://budget.gc.ca/2022/report-rapport/intro-en.html#wb-cont>

³⁹ Department of Finance, Fiscal Reference Tables, December 2021, <https://www.canada.ca/en/department-finance/services/publications/fiscal-reference-tables/2021.html>.

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 2023⁴⁰. With lower forecast economic growth, all else equal, the upcoming deficit figures for 2022-23 and beyond would be higher because of a smaller economy than foreseen in Budget 2022.

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

*'To stem risks from persistently high inflation, and in a context of limited fiscal space, many countries are withdrawing monetary and fiscal support. As a result, the global economy is in the midst of one of the most internationally synchronous episodes of monetary and fiscal policy tightening of the past five decades.'*⁴¹

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%⁴² 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

⁴⁰ Department of Finance, Budget 2022, Table A1.1 Average Private Sector Forecasts, and Consensus Forecasts, September 2022.

⁴¹ World Bank Group, Is a Global Recession Imminent? Justin Damien Guénette, M. Ayhan Kose, and Naotaka Sugawara.

⁴² 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

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 was attributable to higher 'legacy' costs for the Government's generous pensions and benefits promises due to low and falling interest rate environment prior to 2022.

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 2025-26⁴³. 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.

⁴³ Department of Finance, Budget 2022, Table A1.4 Summary Statement of Transactions.

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

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

Table 18: Major Wage Settlements in All Jurisdictions (Aggregated Private and Public Sectors) by Year

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

Provincial and Territorial Government Compensation

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

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

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

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

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

It is important to note that the settlement in BC is an outlier when compared to wage settlements in other jurisdictions as well as broader settlements in unionized environments across the private and public sector. As noted in table 18 above, settlement data published by Employment and Social Development Canada's Labour Program, average annual wage increases achieved thus far in 2022 have hovered at or below 2% for the year.

Additionally, historical context is important when comparing wage increases in the federal government vs. those in BC. As the table below indicates, BC has exercised wage freezes in 2001, 2012, and 2015, whereas the federal government has not resorted to a wage freeze since the 1991-1997 period of wage restraint and budget cuts. 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 19: Cumulative pattern increases: Federal Core Public Administration vs. British Columbia pattern mandate increases

Year	Pattern Economic Increases in the Federal Core Public Administration	Equivalent BC "Mandate" Wage Increases
2007	2.30%	2.00%
2008	1.50%	2.00%
2009	1.50%	2.00%
2010	1.50%	2.00%

2011	1.75%	0.00%
2012	1.50%	0.00%
2013	2.00%	1.50%
2014	1.25%	2.00%
2015	1.25%	0.00%
2016	1.25%	1.00%
2017	1.25%	1.50%
2018	2.80%	1.50%
2019	2.20%	1.50%
2020	1.50%	2.25%
2020	1.35%	2.25%
2021	1.50%	2.25%
Cumulative Pattern Wage growth	29.91%	26.53%

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

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

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 PA 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.

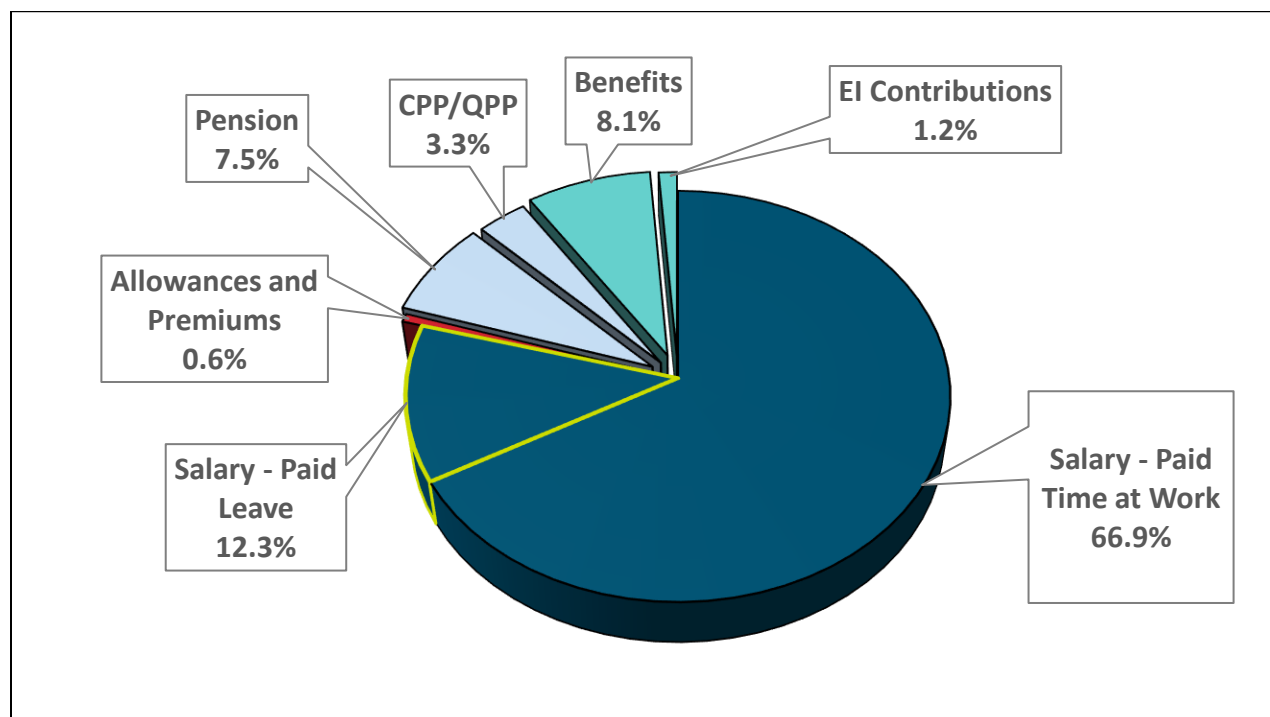
In addition to wages, total compensation is composed of paid and unpaid non-wage benefits, such as employer contributions to pensions, other employee benefit programs (i.e., health and dental) and additional allowances.

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

- Base pay for time at work represented 66.9% of total compensation for employees of the PA bargaining unit;
- Pension and benefits, including life and disability insurance, health, and dental plans, represented 15.6% of total compensation; and
- Allowances and premiums accounted for 0.6% of total compensation.

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

Figure 4 –Total Compensation Components – Program and Administrative (PA) group



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

As noted below, the Employer is proposing a four-year duration to expire on June 20, 2025, while the Bargaining Agent proposes a three-year duration to expire on June 20, 2024.

Table 20 below compares the wage proposals from the Employer and the Bargaining Agent.

Table 20: Employer and Bargaining Agent Wage Proposals

	EMPLOYER PROPOSAL	BARGAINING AGENT PROPOSAL
Economic increases	<p>On June 21, 2021, increase rates of pay by 1.5%.</p> <p>On June 21, 2022, increase rates of pay by 3.0%.</p> <p>On June 21, 2023, increase rates of pay by 2.0%.</p> <p>On June 21, 2024, increase rates of pay by 1.75%.</p>	<p>On June 21, 2021, increase rates of pay by 4.5%.</p> <p>On June 21, 2022, increase rates of pay by 4.5%.</p> <p>On June 21, 2023, increase rates of pay by 4.5%.</p>
PA Group – specific Measures (all effective June 21, 2022)		
Wage adjustment or restructures	<p>The Employer is prepared to consider the following measures (more details are found at Part IV of this brief) including:</p> <ul style="list-style-type: none"> • Increasing the Compensation Advisors Retention Allowance: <ul style="list-style-type: none"> ○ from \$3,500 to \$3,742 annually and \$13.42 to \$14.34 daily (for employees working at PSPC and in departments not serviced by the pay center); ○ and from \$2,500 to \$2,673 annually and from \$9.58 to \$10.25 daily (for employees working in departments serviced by the pay center) • Increasing the annual allowance for Parole Officers and Parole Officer Supervisors from \$2,000 to \$2,138 annually for WP-04 and WP-05 • <u>Introducing a new compensation structure to support the PA conversion.</u> 	<p>Prior to applying the economic increase, the PSAC proposes Various Market Adjustments to be applied to the job rate for most level in each classification based on the PSAC's comparison with the Canada Revenue Agency "SP" group as outlined in Part IV.</p> <p>These Market Adjustments range in value from 5.1% to 15.9% depending on the group and level.</p> <p>The Bargaining Agent has also tabled additional monetary measures which are detailed in Part IV of this brief.</p>
TOTAL	\$740,412,503	\$2,638,022,141

The Bargaining Agent wage proposals are significant. The PSAC proposes a cumulative wage increase of 22.02% over three years. For the first year, the Bargaining Agent seeks a 4.5% increase which is not aligned with the pattern established for 2021, i.e., 1.5%.

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

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

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

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

Part IV – Employer's Submission On Other Outstanding Issues

This section includes the Employer's remarks and recommendations for all other outstanding proposals. It includes proposals from the Common Issues Table, that are common for all PSAC groups (PA, TC, SV and EB), as well as proposals that are specific to the PA group.

In this section, the common proposals are discussed first, followed by the PA specific proposals.

4.1 Common Issues Table Proposals for all PSAC groups

The Bargaining Agent and the Employer were in mediation for the Common Issues Table on September 12-14 and September 20-23, 2022. As indicated in Part I, the parties made moderate progress during mediation to resolve outstanding issues.

- The parties signed off on the following items (Exhibit 1):
 - Article 2 – Interpretation and Definitions, Definition of common-law partner;
 - Article 34 – Vacation leave with pay;
 - New Memorandum of Understanding with respect to Gender-Inclusive Language.
- The parties agreed to follow-up secretorially on administrative and editorial changes to the English version of the Appendix with respect to Workforce Adjustment, which were agreed in principle verbally, but not signed off (Exhibit 1). The Employer's administrative and editorial proposed changes to the French version of the Appendix with respect to Workforce Adjustment remain outstanding.
- 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 11 – Check Off
 - Article 17 – Discipline, 17.X1
 - Article 24 – Technological Change, 24.03 and 24.05f)
 - New Article – Remote Work, XX.08b).
 - Appendix D – Workforce Adjustment, New 1.1.7 and New 2.1.5

	Provision or Appendix	Employer proposal	Bargaining Agent proposal
1.	Article 7 National Joint Council Agreements		X
2.	Article 10 Information	X	X
3.	Article 12 Use of Employer Facilities		X
4.	Article 14 Leave with or without Pay for Alliance Business	X	X

	Provision or Appendix	Employer proposal	Bargaining Agent proposal
5.	Article 17 Discipline	X	X
6.	Article 19 No Discrimination		X
7.	Article 20 Sexual Harassment		X
8.	Article 23 Job Security		X
9.	Article 24 Technological Changes	X	X
10.	Article 25 Hours of Work (Right to Disconnect)		X
11.	Article 33 Leave, General	X	
12.	Article 34 Vacation Leave with Pay		X
13.	Article 38 Maternity Leave without Pay	X	X
14.	Article 40 Parental Leave without Pay	X	X
15.	Article 41 Leave without Pay for the Care of Family	X	
16.	Article 56 Statement of Duties	X	
17.	Article 68 Duration	X	X
18.	New Article Protections Against Contracting Out		X
19.	New Article Remote Work		X
20.	New Article Equity in the Workplace		X
21.	New Article Leave for Indigenous Traditional Practice		X
22.	New Article Social Justice Fund		X
23.	Appendix C Memorandum of Understanding with Respect to a Joint Learning Program	X	X
24.	Appendix D Workforce Adjustment	X	X
25.	Appendix F Memorandum of Understanding between the Treasury Board of Canada and the Public Service alliance of Canada with respect to the Implementation of the Collective Agreement	X	X
26.	Appendix K Memorandum of Agreement with Respect to Implementation of Union Leave	X	
27.	Appendix M Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Mental Health in the Workplace		X
28.	Appendix N Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Child Care		X
29.	New Appendix Bilingualism Allowance and Language Training		X
30.	New Appendix Memorandum of Understanding between the Treasury Board and the Public Service Alliance of Canada with Respect to Diversity and Inclusion in the Workplace		X
31.	New Appendix Memorandum of Understanding between the Treasury Board and the Public Service Alliance of Canada with Respect to Pay Simplification Solutions	X	

Article 7 – National Joint Council Agreements

Union Proposal

Amend as follows:

7.03

- a. The following directives, as amended from time to time by National Joint Council recommendation, which have been approved by the Treasury Board of Canada, form part of this agreement:

Housekeeping – Replace the current list with the updated NJC directive list below:

Bilingualism Bonus Directive
Commuting Assistance Directive
First Aid to the General Public - Allowance for Employees
Foreign Service Directives
Isolated Posts and Government Housing Directive
NJC Relocation Directive
Occupational Health and Safety Directive
Public Service Health Care Plan Directive
Travel Directive
Uniforms Directive

- b. During the term of this agreement, other directives may be added to the above-noted list.

Employer Counterproposal

7.03

- a. The following directives, as amended from time to time by National Joint Council recommendation, which have been approved by the Treasury Board of Canada, form part of this agreement:

Bilingualism Bonus Directive
Commuting Assistance Directive
First Aid to the General Public: Allowance for Employees
Foreign Service Directives
Isolated Posts and Government Housing Directive
~~*Motor Vehicle Operations Directive*~~
NJC Relocation Directive
Occupational Health and Safety Directive
~~*Pesticides Directive*~~
Public Service Health Care Plan Directive
Travel Directive
Uniforms Directive
~~*Occupational Safety and Health*~~

~~Occupational Safety and Health Directive~~
~~Committees and Representatives Directive~~
~~Motor Vehicle Operations Directive~~
~~Pesticides Directive~~
~~Refusal to Work Directive~~

- b. During the term of this agreement, other directives may be added to the above-noted list.

EB: Article 36

SV: Article 7

TC: Article 7

Remarks

The Bargaining Agent is proposing to amend the list of National Joint Council (NJC) Directives that form part of the PSAC collective agreements.

The Employer agrees with the amendment proposed by the Bargaining Agent and included the Bargaining Agent's demand in its comprehensive offer tabled in March 2022.

While there seems to be agreement in principle by both parties on Article 7, the Bargaining Agent refuses to settle this article as it has tabled a new Appendix with respect to a Bilingualism Allowance and Language Training.

As per the remarks made on this item which can be found further in the brief, the Employer disagrees with the Bargaining Agent's proposal for a new Appendix on Bilingualism Allowance and Language Training. However, the Employer also submits that a dispute on the Bargaining Agent's proposal for a New Appendix should not prevent the parties from reaching an agreement on administrative amendments to Article 7 – National Joint Council Agreements.

For these reasons, the Employer therefore requests that the Commission include the Employer's counterproposal on Article 7 – National Joint Council Agreements in its report.

Article 10 – Information

Union Proposal
<p>10.01 The Employer agrees to supply the Alliance and the local, on a monthly basis, with a list of new hires and all employee movements (in, out, actings, etc.) in the bargaining unit. The list referred to herein shall include the name, employing department, work location, classification of the employee, work email address, personal email, telephone and mailing address with the data entry log date. Such list shall be provided within one (1) month following the termination of each month. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees. Each quarter with the name, geographic location and classification of each new employee.</p>
Employer Movement
<p>10.02 The Employer agrees to supply each employee with a copy of this Agreement and will endeavour to do so within one (1) month after receipt from the printer. Employees of the bargaining unit will be given electronic access to the collective agreement. Where access to the agreement is deemed unavailable or impractical by an employee, the employee will be supplied with a printed copy of the agreement upon request once during the life of the current collective agreement.</p>

EB : Article 11

SV : Article 10

TC : Article 10

Remarks

Clause 10.01 – Additional information & increased frequency at which it must be provided

Currently, the Employer supplies the Bargaining Agent a report which includes the name, geographic location and classification of each new employee on a quarterly basis.

The Bargaining Agent's proposal seeks to significantly expand employee information provided by the Employer as well as require that the Employer provide the Alliance and locals the requested information on a monthly basis.

The Bargaining Agent has not provided a sufficient rationale justifying the need for the additional information on a more frequent basis nor why the Employer should also be providing this information directly to the Bargaining Agent's locals. The Employer submits that this proposal is an important departure from the long-standing practice and would represent an unreasonable administrative burden on the Employer.

Furthermore, the Employer is of the opinion that the Bargaining Agent's proposal raises privacy and security concerns and is not prepared to provide Bargaining Agents with

information in a manner that could put the Employer at risk of complaints from employees for breach of privacy.

Clause 10.02 - Electronic access to the collective agreement

The Employer is proposing to amend this clause to make electronic access to collective agreements the general rule. The Employer's proposal for electronic access to collective agreements is cost-effective, consistent with Government's Greening Government Strategy (Exhibit 2) and commitments to the environment and towards greening its economy, as presented in the 2021 Speech from the Throne (Exhibit 3) and the President of the Treasury Board Mandate Letter (Exhibit 4).

Employees have access to all collective agreements of the Core Public Administration via the Treasury Board Secretariat web site in both official languages. Collective agreements are accessible in a format that accommodates disabilities and also allows employees to benefit from the advantages of an electronic document.

The Employer would also like to bring to the Commission's attention that during the last two Public Interest Commissions involving the Bargaining Agent (Border Services (FB) group), the Public Interest Commission recommended that similar language be included in the collective agreement.

Specifically, in 2021, the PIC stated in their report (Exhibit 5):

“Currently, Article 10.02 requires the employer to supply each employee with a copy of the collective agreement. The employer seeks to change this obligation to provide only for electronic access, unless that is “unavailable or impractical,” in which case the employee could request a hard copy. The Commission recommends language similar to the employer proposal, under which the employer would provide electronic access, but that any employee would be provided a hard copy, on request of that employee.”

Similar language has successfully been negotiated by the Employer and currently, 17 of the 27 CPA collective agreements contain the same or similar language on electronic access.

Lastly, the Employer submits that its proposal appears to be consistent with the Bargaining Agent's support for greening initiatives as voiced over the past few years. For example, the Employer notes that the Bargaining Agent issued a statement on its website in August 2021 supporting that “The federal government must take concrete steps to support public service workers in reducing workplace emissions” (Exhibit 6)

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

Article 12– Use of Employer Facilities**Union Proposal**

12.03 A duly accredited representative of the Alliance may be permitted access to the Employer's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management **and/or meetings with Alliance-represented employees**. Permission to enter the premises shall, in each case, be obtained from the Employer. Such permission shall not be unreasonably withheld. In the case of access to vessels, the Alliance representative upon boarding any vessel must report to the Master, state his or her business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels.

EB: Article 9

SV: Article 12

TC: Article 12

Remarks

The Bargaining Agent is proposing to significantly expand the reasons for which PSAC representatives may access the Employer's premises. The addition of the terms "and/or meetings with Alliance-represented employees" would provide PSAC representatives broad access rights to meet with employees of the bargaining unit in the workplace for unspecified reasons.

Under sections 7 and 11 of the *Financial Administration Act* (Exhibit 7), it is the Employer's right to control and manage its workplace. Such right has been recognized by the Federal Court of Appeal in the decision *Canada (Attorney General) v. Canada (Public Service Alliance)*, 2017 FCA 208 (Exhibit 8).

The Bargaining Agent's proposal could lead to union representatives accessing worksites for meetings with employees for reasons that are inconsistent with the Employer's legitimate interests and operations; and, in some cases, could raise legitimate security-related concerns. The broad and open language proposed by the Alliance would impede on the Employer's ability to effectively control and adequately manage the workplace.

Current language in collective agreements does not prevent the Bargaining Agent from requesting access to the Employer's premises but does not provide the Bargaining Agent with an unfettered right to access. In the Employer's point of view, the Bargaining Agent has failed to demonstrate how the expanded provision is necessary to maintain effective labour-management relations. Therefore, the Employer does not wish to

further restrict a right conferred by Statute by including the language proposed by the Bargaining Agent in collective agreements.

Consequently, the Employer requests that the Commission not include the Bargaining Agent's proposal in its report.

Article 14 – Leave with or without Pay for Alliance Business

Union Proposal
<p>14.14 The Employer will grant leave without pay to an employee who is elected as a full-time official of the Alliance within one (1) month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.</p>
<p>NEW 14.15 When an Employee is hired into an Alliance staff position and provides a minimum of two (2) weeks' notice, the Employer shall grant a leave of absence without pay for up to one (1) year. During this time period, the employee may, upon two (2) weeks' written notice, be returned to the position held immediately prior to the commencement of the leave.</p>
<p>NEW 14.16 The Employer shall advise the Alliance within one (1) month of the appointment of new Alliance-represented employees and shall grant a minimum of one (1) hour leave with pay to the local president or their designate to provide Alliance orientation to all new Alliance represented employees.</p>
<p>NEW 14.17 When operational requirements permit, the Employer will grant leave without pay to employees for any other union business validated by the Alliance with an event letter.</p>
<p>AMEND 14.1518 Leave without pay granted to an employee under this Article, with the exception of article 14.14 and 14.15 above, 14.02, 14.09, 14.10, 14.12 and 14.13 will be with pay; the PSAC will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by the joint agreement.</p>
Employer Proposal
<p>14.15 Leave granted to an employee under Article 14.02, 14.09, 14.10, 14.12 d 14.13 will be with pay for a total cumulative maximum period of 3 months per fiscal year; the PSAC will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement. Clause 14.15 expires on the expiry of the collective agreement, or upon implementation of the Next Generation Human Resources and Pay system, whichever comes first.</p>

EB: Article 14

SV: Article 14

TC: Article 14

Remarks

New clause 14.15 - Leave without pay to take up Alliance Staff Positions

The Bargaining Agent is proposing that the Employer authorize leave without pay for employees who are hired into staff positions with the Alliance.

Notwithstanding that no other collective agreement in the CPA provides for leave without pay specifically for the purpose of employment with a Bargaining Agent, employees can avail themselves of other existing leave provisions in collective agreements to work outside of the federal public service, including employment with the Bargaining Agent.

The Bargaining Agent has not provided the Employer with any compelling evidence or justification that would support this proposal.

New clause 14.16 - Orientation for new members and LWP for Union President

Clause 10.01 of the Collective Agreement stipulates that the Employer must provide quarterly information on new hires to the Bargaining Agent. As indicated in the remarks under Article 10: Information, the Employer is opposed to providing such information on a more frequent basis, namely due to the administrative burden that this would create.

Currently, under their respective authorities, many departments provide orientation programs that include the participation of the Bargaining Agent. Given the operational differences between departments, the Employer is opposed to enshrining a mandatory government-wide approach to union orientation in collective agreements.

New clause 14.17 - Leave without pay for any union business

The Bargaining Agent is proposing that the Employer authorize leave without pay under Article 14 for any other union business validated by the PSAC with an event letter. Currently, leave with or without pay for PSAC business is limited to specific and well-defined reasons that have been negotiated by the parties.

The Employer submits that the Bargaining Agent's demand is too broad; agreeing to the Bargaining Agent's proposal would leave the Employer without any real discretion for granting this leave.

The Employer is of the view that the current language under Article 14 provides employees and employee-representatives with sufficient and necessary flexibility to attend and address labour-management matters.

Current clause 14.15 - Amount of leave subject to cost-recovery

Both parties have proposals on the clause 14.15. The Bargaining Agent is seeking to expand the application of this clause to additional types of leave while the Employer seeks to clarify the maximum amount of leave with pay for Bargaining Agent business that would be subject to the cost-recovery mechanism to reflect current practice and to align with its negotiated intent.

The cost-recovery mechanism was introduced as a cost-neutral measure to alleviate pressures on the pay system without penalizing union representatives who participate in various Alliance business. It is supplemented by Appendix K of the collective agreement, which includes more details concerning the implementation of Bargaining Agent leave with cost recovery. An extract of the appendix is reproduced below:

Memorandum of Agreement with Respect to Implementation of Union Leave

This memorandum is to give effect to an agreement reached between the Employer and the Public Service Alliance of Canada (the Union) to implement a system of cost recovery for leave for union business.

The elements of the new system are as follows:

- Recoverable paid leave for union business for periods of up to 3 months of continuous leave per year;
- Cost recovery will be based on actual salary costs during the leave period, to which a percentage of salary, agreed to by the parties, will be added;
- The Employer will pay for all administration costs associated with the operation of this system.

The first bullet can lead to differing interpretation. The Employer's proposal at 14.14 would address this ambiguity by clarifying that the leave without pay mechanism with cost recovery is for up to a **total of three months cumulative per fiscal year**. This proposal reflects the original intent of the provisions.

The Employer maintains that the intent of the cost-recovery mechanism is for a total *cumulative maximum period of three (3) months per year*. This intent is further reflected in the negotiated recovery rate charged by the Employer for the employee benefits.

The parties agreed to a recovery rate of 6%, recognizing that the full value of employee benefits is, on average for the PA group, over 35% as outlined in Part II. The rate of 6% is explicitly associated with a total maximum period of 3 months per year. Any period

above a total maximum period of 3 months per year would no longer render this measure cost-neutral to the Employer.

The Employer is also seeking to introduce an expiration date on this clause to reflect the temporary nature of the measures.

The Bargaining Agent has not provided the Employer with any compelling evidence or justification that would support its proposals under this article. The Employer therefore requests that the Commission only include the Employer's proposal in its report.

Article 17 – Discipline

Union Proposal
<p>NEW 17.XX At no time may electronic monitoring systems be used as a means to evaluate the performance of employees, or to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.</p>
Employer Movement
<p>17.05 Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period. This period will automatically be extended by the length of any period of leave without pay in excess of three (3) months.</p>

EB: Article 32

SV: Article 17

TC: Article 17

Remarks

New – Electronic monitoring

The Bargaining Agent is proposing new language to restrict the Employer's use of electronic monitoring systems.

The Employer submits that adjudicators, based on the established test of reasonableness found in case law, have accepted evidence obtained from electronic monitoring systems in disciplinary matters. The question of admissibility of evidence related to electronic monitoring equipment should rest with the administrative decision-maker and should not be included in collective agreements.

The broad terms of the Bargaining Agent's proposal would unduly limit the Employer's ability to present evidence that could otherwise be admissible, this could impede on the Employer's right to natural justice and procedural fairness.

From the Employer's perspective, the Bargaining Agent has not submitted any compelling evidence or justification to support the need of introducing such language in collective agreements. The Employer reminds the Commission that individual recourse exists should an employee disagree with disciplinary action taken and any evidence used in support of disciplinary action.

Lastly, the Employer submits that introducing this clause in the PA collective agreement specifically would contradict existing provisions in the agreement, such as Article 59: Call Centre Employees. In this Article, the parties have recognized the use of monitoring to improve performance of employees.

59.03 *Call monitoring is intended to improve performance by providing guidance and feedback to the employee and shall not be used for disciplinary purposes.*

In the Employer's perspective, both provisions cannot co-exist without raising the possibility of a contradictory interpretation.

Clause 17.05 - Retention period

The Employer is proposing to extend the retention period of any document or written statement related to disciplinary action placed on an employee's file by the length of any single period of leave without pay in excess of three (3) months.

The corrective nature of disciplinary measures should provide management with the opportunity to evaluate employees' behaviour in the workplace and take corrective actions if and when required. However, this cannot be achieved when an employee is on an extended period of leave without pay.

To account for periods of leave without pay, extensions to the retention periods are included in collective agreements of the following groups: CS, EC, LP, FI, FS, AV, SP, EL, UT, SH, NR, and RO.

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

Article 19 – No Discrimination

Union Proposal
<p>19.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, gender identity and expression, family status, marital status, mental or physical disability, membership or activity in the Alliance or a conviction for which a pardon has been granted.</p>
<p>NEW 19.02 Employees who experience discrimination may submit a grievance and may also exercise their rights to file a complaint with the Canadian Human Rights Commission.</p>
<p>19.023 With respect to a grievance filed in relation to this Article;</p> <ol style="list-style-type: none"> a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint. b. If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
<p>19.034 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.</p>
<p>NEW 19.05 When the Employer becomes aware of discrimination in the workplace, whether as a result of observation or as a result of a complaint by an employee or a grievance, the Employer shall immediately undertake an investigation.</p>
<p>NEW 19.06 Selection of Investigator</p> <p>The factors considered for the selection of an investigator shall include the candidates' impartiality, that they possess the necessary training that includes the consideration of intersectionality and experience, and from the viewpoint of the complainant, their fit with the candidates' lived experience, background, and possible membership in an equity-seeking group.</p>
<p>NEW 19.07 The statement of work for the investigator shall include a commitment to meet all willing witnesses provided by the parties and an expected completion date.</p>
<p>NEW 19.08 An Investigation will be discontinued if the parties reach resolution via another method.</p>

19.09 (~~Former 19.04~~) ~~Upon request by the complainant(s) and/or respondent(s),~~ **The Employer shall provide a grievor, a complainant and/or responding party, with an official copy of the investigation report shall be provided to them by the Employer, subject to the Access to Information Act and Privacy Act.**

NEW

19.10 The Employer shall track all investigated incidents of discrimination, including how they were addressed and provide an annual report to the Alliance and the Centre of Expertise on Diversity and Inclusion.

NEW Training

NEW 19.11 The Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding anti-oppression and discrimination, including intersectionality analysis. Such training shall include information about relevant policies, processes, the applicable legislation, and complaint mechanisms. Time spent in training shall be considered as time worked.

EB: Article 16

SV: Article 19

TC: Article 19

Remarks

The Bargaining Agent is proposing to augment the “No Discrimination” article by referencing available recourses, defining the parameters around the selection of an investigator and the investigation process, and to include mandatory training requirements on topics related to discrimination.

The Employer is fully committed to taking practical actions that will contribute to systemic change to advance anti-racism, equity and inclusion in the Federal Public Service. On January 22, 2021, Ian Shugart, former Clerk of the Privy Council and Secretary to the Cabinet, released the *Call to Action on Anti-Racism, Equity, and Inclusion* (Exhibit 9). It calls on leaders across the Public Service to concrete actions in their organizations to support the work towards the goal of creating a more diverse, equitable and inclusive public service.

Advancing this call to action remains a priority for the current Clerk of the Privy Council and Secretary to the Cabinet, Janice Charette and for deputy heads across the federal public service. To date, 90 organizations have sent detailed letters to Ms. Charette (Exhibit 10) in response to this call to action, outlining the work they are doing and continue to do to address these issues in their workplaces.

Additionally, the Treasury Board Secretariat, through the Office of the Chief Human Resources Officer, created the Centre on Diversity and Inclusion (The Centre). The

Centre's mandate focuses on an approach that favours enterprise-wide solutions, co-developed with employees from employment equity and equity-seeking groups, in collaboration with partners and stakeholders (Exhibit 11).

This important and urgent work is supporting deputy heads in bringing lasting change in their organizations. It is framed by the five areas of focus for the public service on diversity and inclusion announced in January 2021 (Exhibit 12):

- disaggregating and publishing data for a more accurate picture of representation gaps;
- increasing the diversity of the senior leaders of the public service;
- ensuring the right benchmarks
- addressing systemic barriers
- engagement, awareness and education.

These priorities demonstrate the Employer's recognition and commitment to taking concrete and immediate actions on multiple fronts. It is also evidence that work is well underway in the Public Service to put systems in place to address discrimination and related issues in the workplace.

New Clause– Available Recourses

The Employer submits that there is no added value to the proposed language by the Bargaining Agent.

The grievance procedure as provided for at Article 18 already defines the right for employees to present grievances on provisions of the collective agreement and would include Article 19: no discrimination. Also, by referencing the *Federal Public Service Labour Relations Act*, the existing definition of individual grievances grants employees the right to file grievances for motives which would otherwise be covered by the *Canadian Human Rights Act*.

Furthermore, it is beyond the scope of collective bargaining to define an applicable procedure that is provided for and governed by the *Canadian Human Rights Act*.

New Clauses – Employer's obligations pertaining to investigation

The Bargaining Agent seeks to expand the Employer's obligations with regards to discrimination in a way that would interfere with existing mechanisms and could unduly complexify the process.

As it relates to the proposed parameters around the investigation process, the Employer submits that these are too definitive and fail to consider the specifics of each case. For example, it does not consider the concept of informal conflict resolution.

New Clause 19.11 - Training

The Bargaining Agent is seeking to include mandatory facilitated and interactive training on topics related to discrimination.

As indicated above, there is a strong commitment from the Employer to advance matters related to the elimination of discrimination and related matters. In response to the call to action, in many cases, departmental plans include providing training (mandatory or otherwise) to their employees on a myriad of subjects in support of this commitment. In fact, numerous training, learning, and development opportunities are offered by the Employer, the Canada School of Public Service, and the Joint Learning Program on topics such as diversity and inclusion, employment equity, unconscious bias, and truth and reconciliation (Exhibit 13).

As previously stated, engagement, consultation and co-development with employees from employment equity and equity-seeking groups, in collaboration with partners and stakeholders, including Bargaining Agents, are guiding principles and included in the Centre of Diversity and Inclusion's mandate.

The Employer's approach to address these issues demonstrate the importance of the matter and the value of a coherent approach with all federal public servants. However, the Employer submits that it must be mindful of individual and organizational training needs and that the oversight and authority for mandatory training rests with the deputy head through existing policy such as the *Directive on Mandatory Training* (Exhibit 14). Therefore, the Employer is opposed to enshrining mandatory training in collective agreements and creating a separate framework in collective agreements, that departs from the one that already exists.

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

Article 20 – Sexual Harassment

Union Proposal

Amend as follows:

Change title to: HARASSMENT AND ABUSE OF AUTHORITY

20.01 The Alliance and the Employer recognize the right of employees to work in an environment free from **violence, harassment**, sexual harassment **and abuse of authority**, and agree that **violence, harassment**, sexual harassment **and abuse of authority** will both be prevented and will not be tolerated in the workplace.

NEW

20.02

Definitions:

a) Harassment, violence or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause distress, harm, offence, humiliation, or other physical or psychological injury, or illness to an employee, their dignity or their reputation, including any vexatious action, conduct, comment or display, in any form. Harassment can be expressed on the basis of many factors including but not limited to race, creed, religion, colour, sex, sexual orientation, gender-determined characteristics, political belief, political association or political and/or union activity, marital status, family status, source of income, physical and/or psychological disability, physical size or weight, age, nationality, ancestry or place of origin;

b) Abuse of authority occurs when an individual or group of individuals uses the power and authority inherent in their position or occupation, and/or influence to threaten, endanger an employee's job, potentially undermine the employee ability to perform that job, threaten the economic livelihood of that employee or in any way interfere with or influence the career reputation or dignity of the employee. It may include intimidation, removal of resources, unfair or abusive control of resources and/or information, removal of meaningful valued work and/or making an individual redundant, threats, loss of dignity, blackmail or coercion.

NEW

20.03 Employees who experience harassment or violence may submit a grievance to seek remedy and/or exercise their rights to report an occurrence as per Part II of the *Canada Labour Code* (CLC) process, and/or file a complaint with the Canadian Human Rights Commission.

Grievance Process

20.024 With respect to a grievance filed in relation to this Article;

- a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

- b. If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

20.0355 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with **violence, harassment, or** sexual harassment. The selection of the mediator will be by mutual agreement.

Regulatory Process

NEW

20.06 In addition to an employee's right to file a grievance and/or a Human Rights complaint, employees may submit a Notice of Occurrence, as per the section 15 (1) of the Work Place Harassment and Violence Prevention Regulations.

NEW

20.07 Once a designated representative receives a Notice of an Occurrence as per Part II of the *Canada Labour Code* (CLC), then they shall immediately confer with the principal party and their union representative to determine whether or not the incident(s) and/or pattern of behaviour meets the definition of an occurrence as required by subsection 23(2) of the Regulations. If it is determined that the incident(s) and/or pattern of behaviour meets the definition, then the designated recipient shall immediately undertake the negotiated resolution process.

NEW

20.08 If the matter is not resolved during the negotiated resolution process, both the principal party and the responding party may agree to participate in the conciliation process.

NEW

20.09 Whether or not another resolution process is underway, or whether or not all parties have made a reasonable effort to resolve the occurrence, a principal party that believes the incident meets the definition of an occurrence or does not consider the occurrence resolved, may request an investigation be undertaken forthwith. Once such a request is received the designated representative shall immediately complete and submit the notice of investigation

Investigations, General provisions

NEW

20.10 Selection of Investigator

The factors considered for the selection of an investigator shall include the candidates' impartiality, that they possess the necessary training and experience, and from the viewpoint of the principal party, their fit with the candidates' lived experience, background, and possible membership in an equity-seeking group.

NEW

20.11 The statement of work for the investigator shall include a commitment to meet all willing witnesses provided by the parties and an expected completion date.

NEW

20.12 An Investigation will be discontinued if the parties reach resolution via another method.

20.13 (former 20.04) ~~Upon request by the complainant(s) and/or respondent(s),~~ The Employer shall provide a grievor, a principal party and/or responding party, with an official copy of the investigation report ~~shall be provided to them by the Employer,~~ subject to the *Access to Information Act* and *Privacy Act*. Any recommendations to eliminate or minimize the risk of similar occurrences contained in a report shall be considered by the appropriate Joint Health and Safety Committee after which the committee will advise the Employer of those that they recommend for implementation. The Employer shall provide written rationale to the committee for any recommended recommendations that they do not accept for implementation.

NEW Training**NEW**

20.14 The Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding harassment, sexual harassment, and violence in the workplace which includes an intersectional approach. Such training shall include information about relevant policies, processes, the applicable legislation, regulations and available complaint mechanisms. Time spent in training shall be considered as time worked.

EB: Article 17

SV: Article 20

TC: Article 20

Remarks

The Bargaining Agent is proposing to transform the article on sexual harassment into a broader provision entitled “Harassment and Abuse of Authority” which would encompass harassment, violence, bullying, sexual harassment, and abuse of authority. The proposal would also touch on recourses, regulatory process, investigations and training.

A robust framework, applicable to all federal public servants, exists to address and manage harassment and violence in the workplace. This framework includes instruments such as:

- *Canada Labour Code;*
- *Work Place Harassment and Violence Prevention Regulations;*

- *Canadian Human Rights Act;*
- *Policy on People Management;*
- *Directive on the Prevention and Resolution of Workplace Harassment and Violence;*
- Departmental Workplace Harassment and Violence Prevention Policies.

On January 1, 2021, *Bill C-65: an Act to amend the Canada Labour Code (harassment and violence)* came into force, introducing significant amendments to Part II of the *Canada Labour Code* and related regulations (Exhibit 15). To ensure compliancy with the new legislative amendments, the Employer undertook the review of its policies and directives applicable to workplace harassment and violence. Bargaining Agents were consulted during such process.

It should also be noted that existing legislation provides a mechanism through which Bargaining Agents can engage on this topic. For example, section 8 of the FPSLRA provides for the following (Exhibit 16):

Consultation committee

8 Each deputy head must, in consultation with the bargaining agents representing employees in the portion of the federal public administration for which he or she is deputy head, establish a consultation committee consisting of representatives of the deputy head and the bargaining agents for the purpose of exchanging information and obtaining views and advice on issues relating to the workplace that affect those employees, which issues may include, among other things,

- ***(a) harassment in the workplace; and***
- ***(b) the disclosure of information concerning wrongdoing in the public service and the protection from reprisal of employees who disclose such information.***

Notwithstanding that legislation supersedes most of the Bargaining Agent's proposals on this article, the Employer has no desire to enshrine an existing framework in collective agreements, nor to create a separate framework in collective agreements that departs from the existing one. Moreover, including these provisions in collective agreements would only lead to confusion and contradiction which would be amplified by the lengthy, broad and catch-all definitions that include a variety of concepts that are not always related to the *Canada Labour Code* or the *Canadian Human Rights Act*.

New Clause - Available Recourses

The Employer submits that there is no added value to the proposed language by the Bargaining Agent.

The grievance procedure as provided for at Article 18 already defines the right for employees to present grievances on provisions of the collective agreement and would include Article 20: sexual harassment. Also, by referencing the *Federal Public Service Labour Relations Act*, the existing definition of individual grievances grants employees the right to file grievances for motives which would otherwise be covered by the *Canadian Human Rights Act*.

Furthermore, it is beyond the scope of collective bargaining to define applicable procedure that is provided for and governed by the *Canadian Human Rights Act* and the *Canada Labour Code*.

New Clauses - Regulatory process

The Bargaining Agent seeks to introduce a regulatory process in collective agreements, which would include provisions on notices of occurrences and investigations. Most of the proposed provisions are redundant as they are already enshrined in the Workplace Harassment and Violence Prevention Regulations pursuant to Acts of Parliament addressing instances of harassment and violence in the workplace.

The new definitions proposed by the Bargaining Agent under Article 20 are much larger than those existing in legislation, such as the *Canada Labour Code* and the *Canadian Human Rights Act*. The Employer claims that the parties cannot negotiate through collective bargaining provision that would expand a regulatory process provided for in legislation.

New Clause 20.14 – Training

The Bargaining Agent is seeking to include mandatory facilitated and interactive training on topics related to harassment.

Training related to the prevention of harassment and violence in the work place is a prescribed duty of the Employer under its general duty to ensure the health and safety of its employee as defined under Part II of the *Canada Labour Code* (Exhibit 17) and are specifically required by Regulation 12 of the Workplace Harassment and Violence Prevention Regulations which require joint development or identification of the training to be provided to employees, the employer and the designated recipient (Exhibit 18).

The legislated obligations demonstrate the importance of training and the value of a coherent approach with all federal public servants. However, the Employer also submits that it must be mindful of individual and organizational training needs and that the oversight and authority for mandatory training rests with the deputy head through existing policy such as the *Directive on Mandatory Training* (Exhibit 1). Therefore, the Employer is opposed to enshrining mandatory training in collective agreements and creating a separate framework in collective agreements, that departs from the one that already exists, both in legislations and Employer policy.

The Commission should also note the Employer's strong commitment towards the prevention and resolution of harassment and related matters is evident as expressed through the myriad of training, learning and development opportunities offered, namely by the Employer and the Canada School of Public Service, the Joint-Learning Program on topics such as discrimination, harassment and violence in the workplace (Exhibit 19).

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

Article 23 – Job Security

Union Proposal
<p>23.01 Subject to the willingness and capacity of individual employees to accept relocation, a remote working agreement and/or retraining, the Employer will make every reasonable effort to ensure that any reduction in the workforce will be accomplished through attrition.</p>
<p>23.02 Where a person who has been employed in the same department/agency as a term employee for a cumulative working period of three (3) years without a break in service longer than sixty (60) consecutive calendar days, the department/agency shall appoint the employee indeterminately at the level of his/her substantive position. The "same department" includes functions that have been transferred from another department/agency by an Act of Parliament or by an Order-in-Council.</p>
<p>23.03 The Employer agrees not to artificially create a break in service or reduce a term employee's scheduled hours in order to prevent the employee from attaining full-time indeterminate status.</p>

EB: Article 53

SV: Article 23

TC: Article 23

Remarks

The Bargaining Agent is proposing to introduce a new article that would enshrine the Employer's Policy on People Management (Exhibit 20) and *Directive on Term Employment* (Exhibit 21) into the collective agreements, including specific provisions relating to the conversion of term employees to indeterminate status.

This proposal would fundamentally alter the Employer's authority to manage its operations while honoring its obligation to ensure the consistent and fair administration of term employment in the core public administration.

Jurisdictional concerns

The proposal deals with the processes and procedures for term employees to be appointed and/or deployed to different positions, conditions related to the conversion of term employees to indeterminate status and the renewal or nonrenewal their term employment. These are terms or conditions of employment established under the *Public Service Employment Act* (PSEA).

The Employer submits that the Bargaining Agent's proposal should not be subject to collective bargaining and should not be addressed by the Commission in its report,

pursuant to sections 113 and 177 of the *Federal Public Service Labour Relations Act* (FPSLRA) (Exhibit 22):

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

(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*,

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*

(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*

Remarks on the substance of new clauses 23.02 and 23.03

Alternatively, should the Commission retain jurisdiction on this Bargaining Agent demand, the Employer submits that Employer policies, such as the *Policy on People Management* (Exhibit 20) and the *Directive on Term Employment* (Exhibit 21) already address term employment and include provisions for sunset funding. The Employer also has an existing *Directive on Telework* which addresses remote work (Exhibit 23).

The Employer does not wish to enshrine existing legislative framework related to this topic in collective agreements nor to create separate framework in collective agreements that departs from the one that already exists.

In light of the above, the Employer respectfully submits that this Commission does not have the jurisdiction to address this proposal in its report and requests that the Commission not include the Bargaining Agent's proposals in its report.

Article 24 – Technological Changes

Union Proposal
<p>24.01 The parties have agreed that, in cases where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the relocation of a work unit or work performed by a work unit, Appendix D, Work Force Adjustment, will apply. In all other cases, the following clauses will apply.</p>
<p>24.02 In this article, “technological change” means:</p> <ul style="list-style-type: none"> a. the introduction by the Employer of equipment or material, systems or software of a different nature than that previously utilized, and b. a change in the Employer’s operation directly related to the introduction of that equipment or material, systems or software.
<p><i>*Withdrawn by the Bargaining Agent during mediation</i></p> <p>24.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer’s operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.</p>
<p>24.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) three hundred and sixty (360) days’ written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.</p>
<p><i>*Withdrawn by the Bargaining Agent during mediation</i></p> <p>24.05 The written notice provided for in clause 24.04 will provide the following information:</p> <ul style="list-style-type: none"> a. the nature and degree of the technological change; b. the date or dates on which the Employer proposes to effect the technological change; c. the location or locations involved; d. the approximate number and type of employees likely to be affected by the technological change; e. the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected. f. The business case and all other documentation that demonstrates the need for the technological change and the complete formal and documented risk assessment that was undertaken as the change pertains to the employees directly impacted, all employees who may

be impacted and to the citizens of Canada if applicable, and any mitigation options that have been considered.

24.06 As soon as reasonably practicable after notice is given under clause 24.04, the Employer shall consult meaningfully with the Alliance, **at a mutually agreed upon time**, concerning the rationale for the change and the topics referred to in clause 24.05 on each group of employees, including training.

24.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will ~~make every reasonable effort to~~ provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

Employer Proposal

24.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ~~one hundred and eighty (180)~~ **ninety (90)** days' written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

EB: Article 50

SV: Article 24

TC: Article 24

Remarks

The Bargaining Agent initially tabled proposals at clauses 24.03 and 24.05 (f). These proposals were withdrawn during mediation, therefore the Employer has not provided any comments on these items as they should not be included in the Commission's report.

With regards to the outstanding proposals under Article 24: Technological Change, the Bargaining Agent has not provided any justification or compelling evidence that would warrant the proposed amendments to the collective agreements.

Clause 24.01 – New language

The Bargaining Agent is proposing to add "the relocation of a work unit or work formerly performed by a work unit".

The Employer wishes the Commission to note that the current language is common across all CPA collective agreements and that workforce adjustment situations are defined within the related appendix. It should also be noted that as per the Appendix on Workforce Adjustment, it has precedence over the article on job security.

Clause 24.02 – New language

The Bargaining Agent is seeking to add the words systems and software in the definition of technological change.

The current reference to material or equipment is broad enough to capture a large variety of technological changes when the employer introduces equipment or material of a different nature than that previously utilized, which may include systems or software where warranted. There does not appear to be merit in singling out “systems or software” in the clause, as proposed by the Bargaining Agent.

Clause 24.04 – Notification period

The proposal to increase the notification period from 180 to 360 days is unreasonable and places an excessive constraint on the Employer. It would be impractical, if not impossible at times, to provide such a lengthy notice of impending changes without unduly delaying the introduction of required changes.

This is further demonstrated by the Employer's own proposal to decrease the notification period to ninety (90) days.

Clause 24.06 - Consultation

The existing provisions indicate that the Employer must consult meaningfully with the Bargaining Agent “as soon as reasonably practicable” after notice is given under clause 24.04.

The addition of new language at 24.06 has the potential to cause undue delays in the consultation process.

Clause 24.07 - Deletion of reasonableness standard for providing training

The deletion of language at clause 24.07 as it relates to providing training places a much higher burden on the Employer which does not account for factors that are outside of its control. For example, it does not consider that the necessary training may be provided by a third party and not be available during the employee's working hours.

Accordingly, the Employer requests that the Commission only include the Employer's proposals in its report.

Article 25 – Hours of Work (Right to Disconnect)**Union Proposal**

Add as a preamble in Article 25:

Unless specified elsewhere in this Collective Agreement, an employee is under no obligation to engage in work-related communications including, but not limited to, answering calls or emails outside of normal working hours, nor shall they be subject to discipline or reprisals for exercising their rights under this Article.

Remarks

The Alliance has tabled a proposal to include a new preamble under the Hours of Work provisions regarding the right to disconnect to address, what they argue, is the right of its employees to disengage from all work-related communications outside of normal working hours.

The Bargaining Agent is of the view that employees feel the need to stay connected to work after hours and that a clearer separation between work and life is required. The Bargaining Agent further argues that this issue has been amplified with the pandemic and employees working remotely.

The Employer submits that the PSAC collective agreements are mature agreements that provide for fair and appropriate compensation for hours worked outside of employees' regular hours of work. For example, the agreements contain generous provisions pertaining to hours of work, overtime, call-back, stand-by and reporting pay.

The Employer accepts that the pandemic has changed the workplace and that the changing landscape may have had an impact on work-life boundaries. However, open discussion between employees and managers remains the most effective way to prevent any misunderstanding as it relates to hours of work.

Furthermore, Departments must maintain the ability to reach out to their employees outside regular working hours for emergencies, health and safety reasons and also for issues related to shift changes and call-back. These calls cannot be limited to employees who have been deemed to be on stand-by. This is crucial and critical to maintaining operational requirements and to address emergencies that may impact the lives of Canadians.

In sum, the Employer submits that there is no need to introduce provisions on the right to disconnect in collective agreements. Accordingly, the Employer requests that the Commission not include the Bargaining Agent's proposal in its report.

Article 33 – Leave, General**Employer Proposal**

33.09 An employee shall not earn **or be granted** leave credits under this agreement in any month **nor in any fiscal year** for which leave has already been credited **or granted** to him or her under the terms of any other collective agreement ~~to which the Employer is a party~~ or under other rules or regulations ~~of the Employer~~ **applicable to organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*.**

EB: Article 18

SV: Article 36

TC: Article 37

Remarks

The Employer's proposal seeks to clarify language in collective agreements to ensure that employees who change bargaining units during a fiscal year do not receive a second allotment of fiscal entitlements such as personal leave, volunteer leave and leave for family-related responsibilities.

The Employer submits that its proposal reflects a long-standing practice and the intent of the provisions negotiated by the parties.

Recent decisions, such as *Canada (Attorney General) v. Fehr*, 2018 FCA 159 (Exhibit #24) and *Delios v. Canada Revenue Agency*, 2013 PSLRB 133 (Exhibit 25), have interpreted similar language to the one found in the collective agreements in a manner that, in the Employer's view, is inconsistent with current practice and that results in an unreasonable, unfair, unequitable application. Therefore, the Employer is seeking to amend the language to avoid future interpretations that could contradict current practice.

Additionally, in the context of a highly mobile workforce within the core public administration and separate agencies and to enhance fairness and equity between federal public servants, the Employer is also looking to expand the application of this clause to all organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act* (Exhibit 26).

Accordingly, the Employer requests that the Commission include the Employer's proposals in its report.

Article 34 – Vacation Leave with Pay

Union Proposal

34.02 For each calendar month in which an employee has earned at least seventy-five (75) hours' pay, the employee shall earn vacation leave credits at the rate of:

- a. nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's ~~eighth (8th)~~ **fifth (5th)** year of service occurs;
- b. twelve decimal five (12.5) hours commencing with the month in which the employee's ~~eighth (8th)~~ **fifth (5th)** anniversary of service occurs;
- ~~c. thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~
- ~~d. fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~
- e. fifteen decimal six two five (15.625) hours commencing with the month in which the employee's ~~eighteenth (18th)~~ **tenth (10)** anniversary of service occurs;
- ~~d. sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~
- e. eighteen decimal seven five (18.75) hours commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **twenty-third (23rd)** anniversary of service occurs.;
- f. Twenty (20) hours commencing with the month in which the employee's thirtieth (30th) anniversary of service occurs;**
- g. Twenty-one decimal eight seven five (21.875) hours commencing with the month in which the employee's thirty-fifth (35th) anniversary of service occurs.**

34.11 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 sixty-two decimal five (262.5) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically paid in cash at his or her 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.

EB: Article 20

SV: Article 37

TC: Article 38

Remarks**Accumulation of vacation leave credits**

The Bargaining Agent is proposing to amend the rate of accumulation of vacation leave credits in the collective agreements, effectively increasing vacation leave entitlements beyond what has been granted to most other groups in the CPA.

The proposal is cost prohibitive. Without accounting for additional human resources and overtime requirements, the proposal amounts to \$58.9M per year ongoing, representing 0.71% of the wage base.

It should also be noted by the Commission that the Bargaining Agent has not demonstrated a need to increase vacation leave entitlements, which are currently comparable to those found in the vast majority of collective agreements in the CPA.

Carry-over and/or liquidation of vacation leave

Lastly, under clause 34.11, the Bargaining Agent is seeking to replace the expression “been granted” by “used”. The Employer is unaware 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 reminds the Commission that it has, under clause 34.05, the managerial discretion to schedule vacation leave and that the amendment proposed by the Bargaining Agent would limit such right that is conferred to the Employer in collective agreements.

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

Article 38 – Maternity leave without pay**Union Proposal****38.01 Maternity leave without pay**

- a. An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than ~~eighteen (18)~~ **twenty (20)** weeks after the termination date of pregnancy.
- b. Notwithstanding paragraph (a):
 - i. where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
or
 - ii. where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period while her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling ~~eighteen (18)~~ **twenty (20)** weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization while the employee was not on maternity leave, to a maximum of ~~eighteen (18)~~ **twenty (20)** weeks.

(...)

38.02 Maternity allowance

- a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:
 - i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,
and
 - iii. has signed an agreement with the Employer stating that:
 - A. she will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;

- B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
- C. should she fail to return to work as described in section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:

$$\frac{\text{(allowance received)} \quad \times \quad \text{(remaining period to be worked following his or her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A) within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B). **Further employees who receive the maternity allowance but are unable to return to work for the total period specified in section (B) due to their spouse or common-law partner being relocated will not be indebted to the Employer for the amount of their allowance.**

For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

(...)

Employer proposal

38.02 Maternity allowance

- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for ~~each week of~~ the waiting period, less any other monies earned during this period,

(...)

- iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of her weekly rate of pay ~~for each week~~, less any other monies earned during this period.

EB: Article 22

SV: Article 41

TC: Article 42

Remarks

The existing maternity leave and allowance provisions offered to employees of the federal public service are generous. The Bargaining Agent has not submitted any compelling evidence to justify expanding these provisions further.

Clause 38.01 - Increase the maternity leave without pay period

The Bargaining Agent is proposing to increase the period of maternity leave without pay from 18 weeks to 20 weeks after the termination date of the pregnancy. This change is proposed to reflect recent changes made to the Québec Parental Insurance Plan (QPIP) maternity benefits eligibility period.

The current provisions already provide for the full 18 weeks of maternity benefits provided for under the QPIP. The Bargaining Agent has failed to demonstrate the need to amend current provisions.

Clause 38.02 - Return-to-Work Period

The Bargaining Agent is proposing to eliminate the requirement for an employee to pay back their maternity allowance/top-up in situations where the employee does not work for the specified full return-to-work period due to the relocation of their spouse.

The Bargaining Agent has failed to demonstrate the need to amend the already competitive maternity allowance clause to include an exception to repayment.

The Employer submits that based on existing language under this Article, repayment is triggered by an employee's return to work. That being said, repayment may be offset by the approval of another form of leave that could be of assistance to employees who are unable to return to work due to the relocation of their spouse.

For example, the employee could avail themselves of the Leave Without Pay for Relocation of Spouse provisions (Article 46 of the PA collective agreement) or other existing leave provisions in the collective agreement (such as Article 41, Leave without pay for Care of Family or Article 45, Leave without pay for Personal Needs).

Clause 38.02 – Reference to “Each Week”

The Employer proposes to delete references to “each week” in the provisions regarding the maternity allowance as it relates to Employment Insurance benefits.

The changes aim to align the provisions with modifications made in 2017 to reduce the waiting period from two weeks to one week under the EI regime. The amendment is meant to be administrative in nature to eliminate redundancy in the provision; it would also bring greater consistency in both official languages.

For these reasons outlined above, the Employer requests that the Commission adopt the Employer's proposals in its report.

Article 40 – Parental Leave Without Pay

Union Proposal

40.01 Parental leave without pay

- a. Where an employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner), the employee shall, upon request, be granted parental leave without pay **for a period of up to sixty-three (63) weeks in a seventy-eight (78) week period.** ~~either:~~

~~i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option)~~

~~or~~

~~ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),~~

beginning on the day on which the child is born or the day on which the child comes into the employee's care.

- b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay **for a period of up to sixty-three (63) weeks in a seventy-eight (78) week period.** ~~either:~~

~~i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option)~~

~~or~~

~~ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option)~~

beginning **no earlier than five weeks before** ~~on~~ the day on which the child comes into the employee's care.

- c. ~~Notwithstanding paragraphs (a) and (b) above, at~~ **At** the request of an employee ~~and at the discretion of the Employer,~~ the leave referred to in the paragraphs (a) and (b) above may be taken in two (2) periods.

d. Notwithstanding paragraphs (a) and (b):

- i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or

ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave

f. The Employer may:

i. defer the commencement of parental leave without pay at the request of the employee;

ii. grant the employee parental leave without pay with less than four (4) weeks' notice;

iii. require an employee to submit a birth certificate or proof of adoption of the child

g. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes

40.02 Parental allowance

~~Under the Employment Insurance (EI) benefits plan,~~ Parental allowance is payable under two (2) options, either:

- Option 1: standard parental benefits, paragraphs 40.02(c) to (k),

or

- Option 2: extended parental benefits, paragraphs 40.02(l) to (t).

Once an employee elects the standard or extended parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.

~~Under the Québec Parental Insurance Plan, parental allowance is payable only under Option 1: standard parental benefits.~~

Parental allowance administration

a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) or (l) to (r), providing he or she:

i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,

ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance Plan or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,

and

iii. has signed an agreement with the Employer stating that:

A. the employee will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

B. Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance, in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty per cent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable;

C. should he or she fail to return to work as described in section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

$$\frac{\text{(allowance received)} \quad \times \quad \text{(remaining period to be worked following his or her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A) within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B). **Further employees who receive the parental allowance but are unable to return to work for the total period specified in section (B) due to their spouse or common-law partner being relocated will not be indebted to the Employer for the amount of their allowance.**

b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

Option 1 – Standard parental allowance

c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:

i. where an employee on parental leave without pay as described in subparagraphs 40.01(a)(i) and (b)(i) has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week of the waiting period, less any other monies earned during this period;

ii. for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate (and the recruitment and retention "terminable allowance" if applicable) and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;

iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit or has divided the full ~~thirty-two (32)~~ **thirty-six (36)** weeks of parental benefits with another employee in receipt of the full five (5) weeks' paternity under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week (and the recruitment and

retention “terminable allowance” if applicable), less any other monies earned during this period;

iv. where an employee has **received the full fifty-five (55) weeks of adoption benefits or has divided** the full ~~thirty-seven (37)~~ **fifty-nine (59)** weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period;

v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, at ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) for the same child;

vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 38.02(c)(iii) and 40.02(c)(v) for the same child;

d. At the employee's request, the payment referred to in subparagraph 40.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance Plan parental benefits.

e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.

f. The weekly rate of pay referred to in paragraph (c) shall be:

i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;

ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

g. The weekly rate of pay referred to in paragraph (f) shall be the rate (and the recruitment and retention "terminable allowance" if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.

h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention "terminable allowance" if applicable) the employee was being paid on that day.

i. Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance while in receipt of parental allowance, the allowance shall be adjusted accordingly.

j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

k. The maximum combined, shared, maternity and standard parental allowances payable shall not exceed ~~fifty-seven (57)~~ **sixty-one (61)** weeks for each combined maternity and parental leave without pay.

Option 2 – Extended parental allowance

l. Parental allowance payments made in accordance with the SUB Plan will consist of the following:

i. where an employee on parental leave without pay as described in subparagraphs 40.01(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ~~fifty-five decimal eight per cent (55.8%)~~ **ninety-three per cent (93%)** of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) **for each week of** the waiting period, less any other monies earned during this period;

ii. for each **of the first thirty-five (35) weeks** the employee receives parental benefits under the Employment Insurance **or the Québec Parental Insurance Plan**, he or she is eligible to receive the difference between ~~fifty-five decimal eight per cent (55.8%)~~ **ninety-three per cent (93%)** of his or her weekly rate (and the recruitment and retention "terminable allowance" if applicable) and the

parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;

iii. where an employee has received the full ~~sixty-one (61)~~ **thirty-five (35) weeks of parental benefits contained in subparagraph 40.02 (I)(ii) weeks of parental benefits under the Employment Insurance**, and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of ~~one (1)~~ **up to twenty-six (26) weeks, at** fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period., ~~unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) for the same child.~~

iv. **where an employee has received or has divided the full sixty-one (61) weeks of parental benefits contained in subparagraph 40.02 (I)(ii) and (iii) with another employee in receipt of the full five (5) weeks’ paternity under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week (and the recruitment and retention “terminable allowance” if applicable), less any other monies earned during this period;**

v. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan, for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period., unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) for the same child;

m. At the employee’s request, the payment referred to in subparagraph 40.02 I)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.

n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (I) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.

o. The weekly rate of pay referred to in paragraph (I) shall be:

i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;

ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight time earnings the employee would have earned working full-time during such period.

p. The weekly rate of pay referred to in paragraph (l) shall be the rate (and the recruitment and retention "terminable allowance" if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.

q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention "terminable allowance" if applicable), the employee was being paid on that day.

r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.

s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

Employer Proposal

40.02 Parental allowance

Option 1 – Standard parental allowance

- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee on parental leave without pay as described in subparagraphs 40.01(a)(i) and (b)(i) has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for **each week of** the waiting period, less any other monies earned during this period;

(...)

- v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, at ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) ~~for each week~~, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) for the same child;
- vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) ~~for each week~~, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 38.02(c)(iii) and 40.02(c)(v) for the same child;

(...)

Option 2 – Extended parental allowance

- I. Parental allowance payments made in accordance with the SUB Plan will consist of the following:

(...)

- iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) ~~for each week~~, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) for the same child.
- iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent

(55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) **for each week**, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) for the same child;

40.03 Special parental allowance for totally disabled employees

a. An employee who:

(...)

ii. has satisfied all of the other eligibility criteria specified in paragraph 40.02(a), other than those specified in sections (A) and (B) of subparagraph 40.02(a)(iii), shall be paid, in respect of each week of benefits under the **standard** parental allowance, **as specified under paragraphs 40.02 (c) to (k)**, not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD plan or through the Government Employees Compensation Act.

EB: Article 22

SV: Article 43

TC: Article 44

Remarks

In the last round of negotiations, the parties negotiated sweeping changes to the parental leave without pay and parental allowance provisions to align with changes made to the Employment Insurance (EI) plan in 2017.

The changes negotiated resulted in further flexibilities for requesting parental leave without pay and allowances in a cost neutral manner for the Employer. Additionally, the parties negotiated an expansion to the definition of “employer” for the purposes of increasing the mobility of employees with regards to the return-to-work obligation to any organization listed in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*.

Despite these recent changes, the Bargaining Agent has again tabled several proposals for changes to the above-noted articles. These proposed changes amount to \$23.2M per year ongoing, or 0.28% of the wage base. The existing parental leave and allowance provisions offered to employees of the federal public service are generous when compared with other sectors. The Bargaining Agent has not submitted any compelling evidence to justify expanding these provisions further.

Clauses 40.01– Parental leave without pay

Currently, the option to take standard or extended parental leave without pay is available to employees who fall under the EI or the Quebec Parental Insurance Plan (QPIP) as explained in the Human Resources Information Notice on the matter (Exhibit 27). The current language is well understood and the two leave options have been programmed into the pay system accordingly.

Therefore, the Employer does not see the value in the Bargaining Agent's proposed changes to combine the language into one period of leave without pay.

Clause 40.02 – Parental allowance*Extended Parental Allowance Eligibility*

The Bargaining Agent is proposing to extend both the standard and extended options for parental allowance to employees under either the EI plan or QPIP.

The introduction in the last round of a top-up of 55.8% for employees under the EI plan regime per Option 2: extended parental allowance is cost neutral relative to benefits provided prior to the changes to EI, which introduced extended parental benefits.

What the Bargaining Agent has proposed would go beyond the intention of the provisions negotiated in the last round and would require the Employer to provide employees under the QPIP regime with a higher allowance amount for their period of leave when compared to employees who fall under the EI regime.

Quebec residents are ineligible for maternity or parental benefits offered through the EI Plan as the province of Quebec administers its own maternity, parental, paternity and adoption benefits program through the QPIP regime. QPIP does not offer the option to extended parental benefits at a reduced rate as is offered under the EI plan.

Pursuant to the current collective agreement provisions, employees living in the province of Québec and covered under QPIP, a parental allowance is payable only under Option 1: standard parental allowance, which provides for up to 39 shared weeks of top-up parental allowance at 93% of the employee's salary.

Eligible employees under QPIP are entitled to a maximum combined shared maternity and standard parental allowances (a "top-up") of up to 57 weeks for each combined maternity and parental leave without pay, pursuant to the terms of the collective agreement.

Pay Back Requirement

The Bargaining Agent is proposing to eliminate the requirement for an employee to pay back their maternity allowance/top-up in situations where the employee does not work for the specified full return-to-work period due to the relocation of their spouse.

The Bargaining Agent has failed to demonstrate the need to amend the already competitive maternity allowance clause to include an exception to repayment.

The Employer submits that based on existing language under this Article, repayment is triggered by an employee's return to work. That being said, repayment may be offset by the approval of another form of leave that could be of assistance to employees who are unable to return to work due to the relocation of their spouse. For example, the employee could avail themselves of the Leave Without Pay for Relocation of Spouse provisions (Article 46 of the PA collective agreement) or other existing leave provisions in the collective agreement (such as Article 41- Leave without pay for Care of Family or Article 45- Leave without pay for Personal Needs).

Top-Up for Extended Parental Allowance

The Bargaining Agent is seeking to increase the top-up under the extended parental allowance option from 55.8% to 93% for the waiting period and the first 35 weeks the employee receives parental benefits under the EI or QPIP regimes. The Employer disagrees with this demand, which represents significant costs.

Current language at clause 40.02 is consistent with the intent of the changes to the EI provisions for parental benefits, which provides for either a standard allowance for up to 35 weeks or a reduced allowance for up to 61 weeks. The introduction of a top-up of 55.8% under the extended parental allowance option of 61 weeks is cost neutral relative to benefits provided under the standard parental allowance.

The Employer submits that the current language which provides an extended and reduced top-up allowance ensures the overall allowance paid remains the same, regardless of whether the employee chooses the standard leave period or the extended leave period. Consequently, the benefit provided to employees remains the same irrespective of the option chosen.

Reference to "Each Week"

The Employer proposes to delete references to "each week" in the provisions regarding the maternity allowance as it relates to Employment Insurance benefits.

The changes aim to align the provisions with modifications made in 2017 to reduce the waiting period from two weeks to one week under the EI regime. The amendment is meant to be administrative in nature to eliminate redundancy in the provision; it would also bring greater consistency in both official languages.

Clause 40.03 - Special parental allowance for totally disabled employees

The Employer's proposal seeks to clarify that the entitlement for totally disabled employees applies solely to Option 1: Standard Parental Allowance.

The Employer submits that in the last round of negotiations, the Employer and the Bargaining Agent negotiated changes to the parental leave without pay and parental allowance provisions to align with changes made to the Employment Insurance Act. Employees can now opt between a standard (93%) or extended (55.8%) allowance (top-up) depending on their selected employment insurance benefits.

Since introducing these changes in collective agreements, it has become evident to the Employer that changes should have also been made to the article related to "special parental allowance for totally disabled employees". More specifically, a change is required to specify that the provisions only apply to the standard parental allowance top-up and associated benefit period.

The current language states that an employee will get the difference between their disability insurance benefits (usually about 70% of salary) and the parental top-up of 93% if they satisfy the requirements outlined in the article on Parental Allowance. However, it does not address the extended parental top-up option introduced in the last round which provides for a longer benefit period at a lower top-up of 55.8%.

The lack of distinction in the current language is detrimental to employees who are totally disabled. Their disability insurance benefit is normally higher than the parental allowance they would receive should they elect for extended parental benefits under paragraphs 40.02 (l) to (t) which provide for a 55.8% allowance.

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

Article 41 – Leave without Pay for the Care of Family**Employer Proposal**

41.03 Subject to operational requirements, an employee shall be granted leave without pay for the care of family in accordance with the following conditions:

- a. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- b. leave granted under this article shall be for a minimum period of three (3) weeks;
- c. the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the public service;
- d. ~~leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery;~~

EB: Article 22

SV: Article 44

TC: Article 45

Remarks

The Employer's proposal seeks to amend language in the provisions dealing with leave without pay for the care of family to make the leave subject to operational requirements.

The Employer remains committed to supporting employees achieve work-life balance through various provisions in collective agreements. However, the absence of a reference to operational requirements under the current language of this clause makes it difficult for the Employer to maintain adequate service levels, especially during peak leave periods.

The proposal to include parameters based on operational requirements for periods of less than one (1) year would provide management with greater predictability and allow the Employer to have greater flexibility in managing the workforce to ensure efficient service delivery and to meet operational requirements.

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

Article 56 – Statement of Duties**Employer Proposal**

56.01 Upon written request, an employee shall be provided with **an official** ~~a complete and current~~ statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.

EB : Article 31

SV : Article 58

TC : Article 57

Remarks

The Employer is proposing to amend the expression “complete and current” by “official” to facilitate the drafting of concise and standardized job descriptions which would in turn contribute to greater consistency across the CPA.

The Treasury Board *Directive on Classification* (Exhibit 28) states that:

B.2.2.1 Job descriptions must be written concisely in bias-free plain language, contain all significant aspects of the work assigned to the job and include:

- The organizational context, mandate and supervisor–subordinate relationships;
- A title that reflects the functions and nature of the work described; and
- The manager's signature and the date the job description was signed.

In addition, managers are required as per the Directive, to determine “the effective date of a job description and justify the date chosen based on evidence” (see s. 4.2.6) and to maintain “accurate organizational structures and current job descriptions for their areas of responsibility” (see s. 4.2.5).

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

The Employer's proposed language provides a more accurate reflection of this. Consequently, the Employer requests that the Commission include the Employer's proposal in its report.

Article 68 – Duration**Union Proposal****PA: Article 68**

68.01 This agreement shall expire on June 20, ~~2024~~ **2024**.

EB: Article 63

63.01 This agreement shall expire on June 30, ~~2024~~ **2024**.

SV: Article 70

70.01 This agreement shall expire on August 4, ~~2024~~ **2024**.

TC: Article 68

68.01 This agreement shall expire on June 21, ~~2024~~ **2024**.

Employer Proposal**PA: Article 68**

68.01 This agreement shall expire on June 20, ~~2024~~ **2025**.

EB: Article 63

63.01 This agreement shall expire on June 30, ~~2024~~ **2025**.

SV: Article 70

70.01 This agreement shall expire on August 4, ~~2024~~ **2025**.

TC: Article 68

68.01 This agreement shall expire on June 21, ~~2024~~ **2025**.

Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed.

a. The effective dates for economic increases will be specified in the collective agreement. Other provisions of the collective agreement will be effective as follows:

- i. All components of the agreement unrelated to pay administration will come into force on signature of this agreement unless otherwise expressly stipulated.**
- ii. Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty days (180) after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under b)(i).**
- iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in a)(ii).**

- b. The collective agreement will be implemented over the following time frames:**
- i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.**
 - ii. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.**
 - iii. Prospective compensation increases and retroactive amounts that require manual processing will be implemented within four hundred and sixty (460) days after signature of this agreement.**

Remarks

Duration

As illustrated under Part III of this brief, the parties have different proposals for the duration of the revised agreement. The Employer is proposing a 4-year agreement while the PSAC is seeking a 3-year agreement.

In the Employer's view, a 4-year agreement is essential to allow for greater stability and predictability. In the last two rounds, the parties have negotiated 3-year agreements that expired a year or less after they were settled. Specifically, the parties finalized the 2014-2018 collective agreement in 2017 and the 2018-2021 collective agreement in 2020.

A one-year period or less between rounds of collective bargaining is insufficient time to allow the parties to fully experience amendments made to collective agreements. A 4-year agreement would provide the parties with the opportunity to implement negotiated changes more fully and would also contribute to the stabilization of the pay system before the implementation of the following collective agreement.

Moreover, and as per Part II of this brief, the Employer is of the view that its economic offer over 4 years is competitive with the labour market and is in keeping with the economic indicators. The proposed economic offer and term of the collective agreement are appropriate based on circumstances and known factors.

The Employer therefore requests that the Commission include the Employer's proposal for a 4-year collective agreement in its report, with the pattern economic increases of 1.5%, 3%, 2% and 1.75%.

Implementation:

The Employer initially tabled a placeholder with respect to the Memorandum of Understanding on the implementation of collective agreements. During the mediation session, the Employer proposed the deletion of the existing Memorandum of Understanding on implementation of collective agreements in favour of including language on collective agreement implementation directly in collective agreements under the Article 68 – Duration.

The Employer submits that collective agreements negotiated during the 2018 round of bargaining were successfully implemented using the updated retroactivity methodology. Therefore, the Employer is not looking to reproduce the language that was negotiated in previous rounds. Rather, 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.

The proposal tabled by the Employer provides for reasonable implementation timelines which account for the inherent complexity of pay administration, processing and changes from a technology and people perspective as well as the need for adequate impact analysis and quality assurance and testing of revised or new provisions.

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

New Article – Protections against Contracting Out

Union Proposal
<p>XX.01 The Employer shall use existing employees or hire and train new employees before contracting out work described in the Bargaining Certificate and in the Group Definition.</p>
<p>XX.02 The Employer shall consult with the Alliance and share all information that demonstrates why a contracting out option is considered to be preferable. This consultation shall occur before a decision is made so that decisions are made on the best information available from all stakeholders.</p>
<p>XX.03 Shared information shall include but is not limited to information on contractors in the workplace, existing contracts, complaints resulting from the use of contractors, expected working conditions, complexity of tasks, security requirements and certifications, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and potential risks and benefits to impacted employees, including health and safety, all employees affected by the initiative, and cost audits.</p> <p>This consultation will include all information, including an analysis of costs through the lifetime of the proposed contract, additional costs that may be incurred (“costs plus versus fixed costs”), and risk analysis should the contractor fail to meet its contractual obligations in any respects. This risk analysis must make note of any plans to use public service workers should the contractor fail, and what contingencies are in place to ensure that adequately trained and certified workers are maintained in the public service and have access to appropriate tools.</p>
<p>XX.04 The Employer shall consult with the Alliance before:</p> <ul style="list-style-type: none"> i) any steps are taken to contract out work currently performed by bargaining unit members; any steps are taken to contract out future work which could be performed by bargaining unit members whether for increased workload in existing services or for new services or programs; and ii) prior to issuing any Notice of Proposed Procurement, Request for Information, Request for Expression of Interest or Request for Proposal.
<p>XX.05 The Employer shall review its use of temporary staffing agency personnel on an annual basis and provide the Alliance with a comprehensive report on the uses of temporary staffing, no later than three (3) months after the review is completed. Such notification will include comparable Public Service classification level, tenure, location of employment and reason for employment.</p> <p>The report will segment use of temporary help agency workers into the three acceptable uses for such:</p> <ul style="list-style-type: none"> a. when a public servant is absent for a temporary period of time;

- b. when there is a requirement for additional staff during a temporary workload increase, in which there is an insufficient number of public servants available to meet the requirement;
- c. a position is vacant and staffing action is being completed.

The Employer will inform the Alliance why it was not possible to use indeterminate, term or casual employees for this work, why employees were not hired from existing pools, and what the plan and timeline is for stopping the use of temporary help agency workers.

XX.06 The Employer shall include in the above all deliberations, considerations or plans to use public-private partnerships for the provision of public infrastructure and/or services.

EB: TBD

SV: TBD

TC: TBD

Remarks

Jurisdictional concerns

The Employer submits that the Bargaining Agent's demand on no contracting out deals with a term or condition established under the *Public Service Employment Act* (PSEA) that relates to procedures or processes governing the appointment of employees. As such, this proposal should not be subject to collective bargaining as established by s.113 of the FPFLRA.

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

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

The Employer further submits that a proposal preventing or limiting the contracting out of services could prevent the contracting out of functions presently performed by certain employees during regular hours of work. As a result, this proposal could directly operate to prevent layoffs, which is contrary to paragraph 177 (b) and (c) of the *Federal Public Sector Labour Relations Act* which establishes the powers and functions of the Commission.

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

(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

Remarks on the substance of new article on protections against Contracting Out:

Alternatively, should the Commission retain jurisdiction on this Bargaining Agent demand, sections 7 and 11.1 of the *Financial Administration Act* (FAA) (Exhibit 7), grant the Employer a broad unlimited power to set general administrative policy for the federal public service, organize the federal public service, and determine and control personnel management within the federal public service. Management rights are further reiterated in sections 6 and 7 of the *Federal Public Sector Labour Relations Act* (Exhibit 16).

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

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.

New Article – Remote Work

Union Proposal
<p>For the purpose of this article a telework agreement is defined as per the Directive on Telework effective April 1, 2020.</p>
<p>XX.01 Employees shall be informed that participation in telework is voluntary and that they are not required to telework.</p>
<p>XX.02 An employee may request to enter into a new telework agreement or request a review that could result in an adjustment of an existing telework agreement. A request for a new telework agreement or the review of an existing telework agreement will be considered on a case-by-case basis and a decision shall be provided within twenty-eight (28) calendar days of the request. Approval shall not be unreasonably denied.</p>
<p>XX.03 If the Employer denies a request for a new telework agreement or for a review of an existing telework agreement, then the Employer shall provide the reasons in writing.</p>
<p>XX.04 Employees with a telework agreement may elect to terminate the agreement with reasonable notice to the Employer. The Employer will concede to such termination no later than twenty-eight (28) calendar days following receipt of such notice.</p>
<p>XX.05 Telework agreements will only be terminated at the request of the employee, or for just cause by the Employer. All terminations for just cause shall include the written reasons and be immediately communicated to the union.</p>
<p>XX.06 An employee has the right to grieve a denied request for a telework agreement or for a review of an existing telework agreement and when the Employer has terminated a telework agreement.</p>
<p>XX.07 Notwithstanding the above, nothing restricts an employee's right to request to work remotely on a temporary or as-needed basis without establishing a formal telework agreement. Such requests shall not be unreasonably denied.</p>
<p>XX.08 Provision of Equipment and Supplies</p> <p>a. Departments and Agencies shall provide all employees in a telework agreement with all equipment and software required for the telework location to comply with the <i>Canada labour Code</i>, Part II. This would include, but is not limited to:</p> <ul style="list-style-type: none"> i. computer(s), monitor(s), and any other peripheral equipment that is required to carry out the employee's work; ii. any software required to do their work or to communicate with other workers;

iii. ergonomic workstation furniture and equipment required to ensure an ergonomic and safe workspace. An assessment, by a qualified ergonomic specialist, shall be conducted upon request by an employee. Any recommendations from the assessment, approved by the Employer, shall be implemented without delay.

XX.10 Notice to the Union

a. On a quarterly basis, the Employer shall provide to the Union, a list of all employees with telework agreements. The list shall include the employees name, position, classification, Employer work unit and location, actual remote work location, including the physical address, and contact information for each employee as well as whether or not each entry is a continuing, new, or revised telework agreement.

EB: TBD

SV: TBD

TC: TBD

Remarks

The Bargaining Agent is proposing to introduce provisions in the collective agreement that deal with remote work.

The Employer has a *Directive on Telework* (Exhibit 23), which provides a comprehensive framework to address telework arrangements and includes the process for requesting, reviewing and concluding/terminating such voluntary arrangements.

To note, the *Directive* was recently reviewed in consultation with Bargaining Agents and the updated version has been in effect since April 1, 2020.

The Employer submits that the existing *Directive on Telework* is sufficient to meet the needs of managers and employees in establishing telework arrangements.

Furthermore, the Employer does not wish to enshrine existing legislative framework related to this topic in collective agreements nor to create separate frameworks in collective agreements that depart from the current *Directive*.

Therefore, the Employer requests that the Bargaining Agent's proposal not be included in the Commission's report.

New Article – Equity in the Workplace

Union Proposal

XX.01 All employees and managers shall be provided mandatory instructor led, facilitated and interactive training utilizing educational materials that the Employer and PSAC have consulted and collaborated on. This mandatory training shall include, but is not limited to:

iv. diversity and inclusion

v. employment equity

vi. unconscious bias

vii. implementation of Call to Action #57 of the Truth and Reconciliation Commission

EB: TBD

SV: TBD

TC: TBD

Remarks

The Bargaining Agent is proposing to introduce new provisions that would see mandatory training for employees on matters related to Equity in the Workplace enshrined in the collective agreement.

The Employer directs the Commission to its remarks under Article 19 – No discrimination and Article 20 – Sexual Harassment for further details on the Employer's position related to introducing mandatory instruction led, facilitated and interactive training on topics related to equity in the workplace.

The Employer reiterates that it is fully committed to taking practical actions that will be the basis for systemic change to advance anti-racism, equity and inclusion in the Federal Public Service. This commitment is illustrated by training (mandatory or otherwise) that is offered to employees on a myriad of subjects in support of creating respectful and inclusive workplaces. Numerous training, learning and development opportunities are offered by the Employer and the Canada School of Public Service, and the Joint Learning Program on topics such as diversity and inclusion, employment equity, unconscious bias, and truth and reconciliation (Exhibit 13). Bargaining Agents have been consulted on a number of these learning opportunities.

The Employer also reminds the Commission of the creation of the Centre on Diversity and Inclusion and its approach that focuses on enterprise-wide solutions, co-development with employees from employment equity and equity-seeking groups, in collaboration with partners and stakeholders.

Lastly, the Employer further submits that the oversight and authority for mandatory training rests with the deputy head through existing policy such as the *Directive on Mandatory Training* (Exhibit 14). The Employer is therefore opposed to enshrining mandatory training in collective agreements or creating a separate framework in collective agreements that departs from the one that already exists.

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

New Article – Leave for Indigenous Traditional Practices

Union Proposal
<p>XX.01 Every employee who is a self-identified Indigenous person and who has completed at least three consecutive months of continuous service shall be granted a paid leave of absence of up to five days in every calendar year, to engage in traditional Indigenous practices, including:</p> <ul style="list-style-type: none"> (a) hunting; (b) fishing; (c) harvesting; and (d) any practice prescribed by regulation under the Canada Labour Code.
<p>XX.02 The leave of absence may be taken in one or more periods. The employer may require that each period of leave be not less than one day's duration.</p>
Employer Counterproposal
<p>XX.01 Subject to operational requirements, the Employer shall make reasonable efforts to accommodate an employee who identifies as an Indigenous person and who requests time off to engage in traditional Indigenous practices, including:</p> <ul style="list-style-type: none"> (a) hunting; (b) fishing; and, (c) harvesting.
<p>XX.02 Employees may, in accordance with the provisions of this agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to engage in traditional Indigenous practices.</p>
<p>XX.03 Notwithstanding clause XX.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee to engage in traditional Indigenous practices. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.</p>
<p>XX.04 The total amount of time off with pay which may be granted under this article shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year. The time off with pay may be taken in one or more periods. The Employer may require that each period of leave be not less than the employee's normal daily hours.</p>
<p>XX.05 An employee who intends to request leave or time off under this article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence unless, because of unforeseeable circumstances, such notice cannot be given.</p>

Note: The number of hours granted per fiscal year will be adjusted appropriately according to the standard workweek for each collective agreement.

EB: TBD

SV: TBD

TC: TBD

Remarks

The Bargaining Agent is seeking to introduce a provision for 5 days of paid leave for Indigenous Traditional Practices. The cost of this proposal amounts to \$7.9 million per year ongoing, or 0.10% of the wage base.

The Bargaining Agent's proposal mainly reflects the leave for Traditional Aboriginal Practices that was introduced to Part III of the *Canada Labour Code* (Exhibit 29) in 2019. However, contrary to the *Canada Labour Code*, the Bargaining Agent is requesting that employees receive 5 days of paid leave.

During mediation, in response to the Bargaining Agent's proposal, the Employer tabled a counterproposal that would allow employees to absent themselves from work for indigenous traditional practices for a maximum period of 5 days per year.

In the Employer's view, its proposal provides employees with maximum flexibility without loss of compensation, similarly to the existing religious observance provision in collective agreements.

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

New Article – Social Justice Fund**Union Proposal**

The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such a contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letter Patent of the PSAC Social Justice Fund.

EB: TBD

SV: TBD

TC: TBD

Remarks

The Bargaining Agent is proposing to introduce a Social Justice Fund “contribution arrangement” into collective agreements to promote the right to decent work, quality public services, human rights and equity. This proposal amounts to \$2.0M per year ongoing, or 0.02% of the wage base.

Jurisdictional concerns

The Employer submits that the Bargaining Agent’s proposal should not be subject to collective bargaining and should not be addressed by the Commission in its report, pursuant to sections 113 and 177 of the *Federal Public Service Labour Relations* (FPSLRA) (Exhibit 22).

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

(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*;

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

(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

The Bargaining Agent's proposal would require the amendment of legislation, such as the *Financial Administration Act* (FAA) which stipulates at section 26:

FAA – 26 - Public Disbursements

26 Subject to the Constitution Acts, 1867 to 1982, no payments shall be made out of the Consolidated Revenue Fund without the authority of Parliament.

Entering into a contribution arrangement, such as the Social Justice Fund as proposed by the Alliance would constitute a payment outside of the legal authority of the Treasury Board.

In light of the above, the Employer respectfully 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.

Appendix C – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to a Joint Learning Program

Union Proposal

This Memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration Services, Operational Services, Technical Services, Border Services and Education and Library Science bargaining units.

The PSAC – TBS Joint Learning Program (JLP) will continue to provide joint training on union management issues.

Starting on the date of signature of the PA collective agreement, the Employer agrees to increase the monthly funding to the PSAC-TBS JLP, **referenced in the JLP Financial Terms of Reference**, by a percentage equivalent to the annual base economic increase.

The Employer further agrees to provide \$210,000 per month starting on the date of signing the PA collective agreement until the subsequent PA collective agreement is signed to fund a joint learning program tailored to the learning needs of occupational health and safety committees.

~~The Employer further agrees to provide six hundred and fifty thousand dollars (\$650,000) to fund a pilot project to develop programs, materials, facilitator training and delivery of workshops tailored to the learning needs of occupational health and safety committees and representatives.~~

The PSAC – TBS JLP will continue to be governed by the existing joint PSAC – TBS Steering Committee. The Bargaining Agent Side Secretary on the National Joint Council will be invited to attend the meetings of the PSAC – JLP Steering Committee with voice but no vote.

Employer Proposal

This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration Services, Operational Services, Technical Services, Border Services and Education and Library Science bargaining units.

The PSAC – TBS Joint Learning Program (JLP) will continue to provide joint training on Union management issues.

Starting on the date of signature of the PA collective agreement, the Employer agrees to increase monthly funding to the PSAC – TBS JLP by a percentage equivalent to the annual base economic increase.

~~The Employer further agrees to provide six hundred and fifty thousand dollars (\$650,000) to fund a pilot project to develop programs, materials, facilitator training~~

~~and delivery of workshops tailored to the learning needs of occupational health and safety committees and representatives.~~

The PSAC – TBS JLP will continue to be governed by the existing joint PSAC – TBS Steering Committee. The Bargaining Agent Side Secretary on the National Joint Council will be invited to attend the meetings of the PSAC – JLP Steering Committee with voice but no vote.

EB: Appendix H

SV: Appendix J

TC: Appendix H

Remarks

The Employer supports the activities of the Joint Learning Program and is committed to its funding.

As a reflection of its position, the Employer proposed to renew the Memorandum of Understanding, subject to one administrative change. Specifically, the Employer is seeking to remove the language pertaining to the funding for a pilot project as this commitment has been fulfilled.

In the last round, the Employer proposed an increase in the monthly funding of the program that is equivalent to the general economic increase provided to employees. The parties agreed to include this formula in the agreement so that it would provide a basis for subsequent funding increases.

In terms of the Alliance's demand for additional and specific funding for a joint learning program tailored to the learning needs of occupational health and safety committees, the Employer is of the opinion that it is premature for the Employer to consider providing any additional funding given that the pilot project is still underway.

The total cost of the Alliance's demands amounts to over \$3.1M per year ongoing, or 0.04% of the wage base.

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

Appendix D – Workforce Adjustment

Union Proposal

General

Application

This appendix applies to all employees. Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

Collective agreement

With the exception of those provisions for which the Public Service Commission (PSC) is responsible, this appendix is part of this agreement. Notwithstanding the job security article, in the event of conflict between the present workforce adjustment appendix and that article, the present workforce adjustment appendix will take precedence.

Objectives

It is the policy of the Employer to maximize employment opportunities for indeterminate employees affected by workforce adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment. To this end, every indeterminate employee whose services will no longer be required because of a workforce adjustment situation and for whom the deputy head knows or can predict that employment will be available will receive a guarantee of a reasonable job offer within the core public administration. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Parts VI and VII), **with a view to enabling their retirement or alternate employment opportunities outside of the public service.**

Definitions

Affected employee (employé-e touché)

Is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a workforce adjustment situation **or an employee affected by a relocation.**

Guarantee of a reasonable job offer (garantie d'une offre d'emploi raisonnable)

Is a guarantee of an offer of indeterminate employment within the core public administration provided by the deputy head to an indeterminate employee who is affected by workforce adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict that employment will be available in the core public administration. Surplus employees in receipt of this guarantee will not have access to the options available in Part VI of this appendix, **except in cases where remote working is not available, and relocation would place undue hardship on the**

employee and the employee's family as a result of a relocation to a location that the employee is unable to relocate to.**Reasonable job offer (offre d'emploi raisonnable)**

Is an offer of indeterminate employment within the core public administration, normally at an equivalent level, but which could include lower levels. Surplus employees must be both trainable, **willing to work remotely** and mobile. Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the *Travel Directive*. In alternative delivery situations, a reasonable offer is one that meets the criteria set out under type 1 and type 2 in Part VII of this appendix.

A reasonable job offer is also an offer from a FAA Schedule V Employer, providing that:

- a. The appointment is at a rate of pay and an attainable salary maximum not less than the employee's current salary and attainable maximum that would be in effect on the date of offer.
- b. It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

Relocation (réinstallation)

Is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty located beyond ~~what, according to local custom, is a normal commuting distance.~~ **40km from the employee's current place of duty.**

Relocation of work unit (réinstallation d' une unité de travail)

Is the authorized move of a work unit of any size to a place of duty located beyond ~~what, according to local custom, is normal commuting distance~~ **beyond 40 km** from the former work location and from the employee's current residence.

Remote Working Arrangement

Is an arrangement where the employee works remotely and which must be instituted in situations where the employee agrees to work remotely and where remote work can lead to a guaranteed reasonable job offer or provide alternate work without requiring relocation.

Workforce adjustment (réaménagement des effectifs)

Is a situation that occurs when a deputy head decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function or a relocation in which the employee does not wish to participate or an alternative delivery initiative.

Monitoring

Departments or organizations shall retain central information on all cases occurring under this appendix, including the reasons for the action; the number, occupational groups and levels of employees concerned; the dates of notice given; the number of employees who the department finds employment with other departments, **the number of employees whose**

jobs are retained as a result of remote working opportunities, the number of employees who are relocated, the number of employees placed without retraining; the number of employees retrained (including number of salary months used in such training); the levels of positions to which employees are appointed and the cost of any salary protection; and the number, types and amounts of lump-sums paid to employees.

This information will be used by the Treasury Board Secretariat to carry out annual audits. **The results of those audits will be shared with the PSAC no later than two months after they have been completed.**

Enquiries

Enquiries about this appendix should be referred to the Alliance or to the responsible officers in departmental or organizational headquarters.

Responsible officers in departmental or organizational headquarters may, in turn, direct questions regarding the application of this appendix to the Senior Director, Excluded Groups and Administrative Policies, Labour Relations and Compensation Operations, Treasury Board Secretariat.

Enquiries by employees pertaining to entitlements to a priority in appointment or to their status in relation to the priority appointment process should be directed to their departmental or organizational human resource advisors or to the [Priority Advisor of the PSC](#) responsible for their case.

Part 1: roles and responsibilities

1.1 Departments or organizations

1.1.1 Since indeterminate employees who are affected by workforce adjustment situations are not themselves responsible for such situations, it is the responsibility of departments or organizations to ensure that they are treated equitably and, whenever possible, given every reasonable opportunity to continue their careers as public service employees.

1.1.2 Departments or organizations shall carry out effective human resource planning to minimize the impact of workforce adjustment situations on indeterminate employees, on the department or organization, and on the public service. **Departments or Organizations shall share the results of that planning with the Union once notification of a workforce adjustment situation has been given.**

1.1.3 Departments or organizations shall establish joint workforce adjustment committees, ~~where appropriate~~, to advise and consult on the workforce adjustment situations within the department or organization. Terms of reference of such committees shall include a process for addressing alternation requests from other departments and organizations.

1.1.4 Departments or organizations shall, as the home department or organization, cooperate with the PSC and appointing departments or organizations in joint efforts to redeploy departmental or organizational surplus employees and laid-off persons. **Departments or organizations will share the details and results of their cooperative efforts with other departments and organizations in writing with each affected employee.**

1.1.5 Departments or organizations shall establish systems to facilitate redeployment or retraining of their affected employees, surplus employees, and laid-off persons. **The details of such systems shall be shared with the Union once notification of a workforce adjustment has been given.**

1.1.10 Departments or organizations shall send written notice to the PSC of an employee's surplus status, and shall send to the PSC such details, forms, resumés, and other material as the PSC may from time to time prescribe as necessary for it to discharge its function. **Departments and organizations shall notify the employee when this written notice has been sent.**

1.1.12 The home department or organization shall provide the PSC with a **written** statement that it would be prepared to appoint the surplus employee to a suitable position in the department or organization commensurate with his or her qualifications if such a position were available. **The home department will provide a copy of that written statement to the bargaining agent that represents the employee.**

1.1.14 Deputy heads shall apply this appendix so as to keep actual involuntary lay-offs to a minimum, and a lay-off shall normally occur only when an individual has refused a reasonable job offer, is not mobile, **is not able to work remotely** or cannot be retrained within two (2) years, or is laid-off at his or her own request.

1.1.18 Home departments or organizations shall relocate surplus employees and laid-off individuals, if necessary, **and when other alternate work arrangements are not possible.**

1.1.19 Relocation of surplus employees or laid-off persons shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their redeployment or reappointment, provided that:

a. there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled;

or

b. there are no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

NEW XX (renumber current 1.1.19 ongoing)

a) In the event that remote working opportunities are not possible, the employer shall make every reasonable effort to provide an employee with a reasonable job offer within a forty (40) kilometre radius of his or her work location.

b) In the event that reasonable job offers can be made within a forty (40) kilometre radius to some but not all surplus employees in a given work location, such reasonable job offers shall be made in order of seniority.

c) In the event that a reasonable job offer cannot be made within forty (40) kilometres, every reasonable effort shall be made to provide the employee with a reasonable job

offer in the province or territory of his or her work location, prior to making an effort to provide the employee with a reasonable job offer in the public service.

d) In the event that reasonable job offers can be provided to some but not all surplus employees in a given province or territory, such reasonable job offers shall be made in order of seniority.

e) An employee who chooses not to accept a reasonable job offer which requires relocation to a work location which is more than forty (40) kilometres from his or her work location shall have access to the options contained in section 6.4 of this Appendix.

1.1.26 Departments or organizations shall inform the PSC, **and the PSAC** in a timely fashion, and in a method directed by the PSC **and the PSAC**, of the results of all referrals made to them under this appendix.

1.1.30 Departments or organizations acting as appointing departments or organizations shall cooperate with the PSC and other departments or organizations in accepting, to the extent possible, affected, surplus and laid-off persons from other departments or organizations for appointment or retraining. **Departments or organizations acting as appointing departments or organizations shall notify the PSC, the home department or organization and the PSAC of instances where appointments are possible, where appointments are made and where they are not made and the reasons why those employees were not appointed.**

1.1.34 Departments or organizations shall inform and counsel affected and surplus employees as early and as completely as possible and, in addition, shall assign a counsellor to each **affected**, opting and surplus employee and laid-off person, to work with him or her throughout the process. Such counselling is to include explanations and assistance concerning:

- a. the workforce adjustment situation and its effect on that individual;
- b. the workforce adjustment Appendix;
- c. the PSC's Priority Information Management System and how it works from the employee's perspective;
- d. preparation of a curriculum vitae or resumé;
- e. the employee's rights and obligations;
- f. the employee's current situation (for example, pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- g. alternatives that might be available to the employee (the alternation process, **remote work**, appointment, relocation, retraining, lower-level employment, term employment, retirement including the possibility of waiver of penalty if entitled to an annual allowance, transition support measure, education allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
- h. the likelihood that the employee will be successfully appointed;
- i. the meaning of a guarantee of a reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a transition support measure and an education allowance;

- j. advise employees to seek out proposed alternations and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
- x. advise employees of opportunities to access remote work either in combination with an alternation or otherwise and to seek out these opportunities and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;**
- k. the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
- l. preparation for interviews with prospective employers;
- m. feedback when an employee is not offered a position for which he or she was referred;
- n. repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- o. advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity; and
- p. advising employees of the right to be represented by the Alliance in the application of this appendix.

1.2 Treasury Board Secretariat

1.2.1 It is the responsibility of the Treasury Board Secretariat to:

- a. investigate and seek to resolve situations referred by the PSC, **the PSAC** or other parties, **and communicate the results of the investigation and resolution strategy to them;**
- b. consider departmental or organizational requests for retraining resources; and
- c. ensure that departments or organizations are provided to the extent possible with information on occupations for which there are skill shortages.

1.4 Employees

1.4.1 Employees have the right to be represented by the Alliance in the application of this Appendix.

1.4.2 Employees who are directly affected by workforce adjustment situations and who receive a guarantee of a reasonable job offer or opt, or are deemed to have opted, for Option (a) of Part VI of this appendix are responsible for:

- a. actively seeking alternative employment in cooperation with their departments or organizations and the PSC, unless they have advised the department or organization and the PSC, in writing, that they are not available for appointment;
- b. seeking information about their entitlements and obligations;
- c. providing timely information (including curricula vitae or resumés) to the home department or organization and to the PSC to assist them in their appointment activities;

- d. ensuring that they can be easily contacted by the PSC and appointing departments or organizations, and attending appointments related to referrals;
- e. seriously considering job opportunities presented to them (referrals within the home department or organization, referrals from the PSC, and job offers made by departments or organizations), including retraining, **remote working** and relocation possibilities, specified period appointments and lower-level appointments.

1.4.3 Opting employees are responsible for:

- a. considering the options in Part VI of this appendix;
- b. communicating their choice of options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting.

Part III: relocation of a work unit

3.1 General

3.1.1 In cases where a work unit is to be relocated, departments or organizations shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position, **enter into a remote work arrangement if possible**, or be treated as if they were subject to a workforce adjustment situation.

3.1.2 Following written notification, employees must indicate, within a period of six (6) months, their intention to move. If the employee's intention is not to move with the relocated position, the deputy head can provide the employee with either a guarantee of a reasonable job offer **in a remote work arrangement doing the same work, a guarantee of a reasonable job offer elsewhere in the department or the public service** or access to the options set out in section 6.4 of this appendix.

3.1.3 Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.18 to 1.1.22.

3.1.4 **After due consideration of remote work arrangements, where relocation is required**, although departments or organizations will endeavour to respect employee location preferences, nothing precludes the department or organization from offering a relocated position to an employee in receipt of a guarantee of a reasonable job offer from his or her deputy head, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

Part IV: retraining

4.1 General

4.1.2 It is the responsibility of the employee, home department or organization and appointing department or organization to identify retraining opportunities, **including language training opportunities**, pursuant to subsection 4.1.1.

4.1.3 When a retraining opportunity has been identified, the deputy head of the home department or organization shall approve up to two (2) years of retraining. **Opportunities for retraining, including language training, shall not be unreasonably denied.**

4.2 Surplus employees

4.2.1 A surplus employee is eligible for retraining, provided that:

a. retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates; and

b. there are no other available priority persons who qualify for the position.

4.X.X Retraining will not be unreasonably denied. When an employee's request for retraining is denied, the employer must provide the reasons why the retraining was denied to the employee in writing, and why the retraining would not facilitate reemployment.

4.2.2 The home department or organization is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the delegated officers of the home and appointing departments or organization. The home department or organization is responsible for informing the employee in a timely fashion if a retraining proposal submitted by the employee is not approved. ~~Upon request of the employee, feedback regarding the decision will be provided in writing.~~ **The employee will be advised in writing why the retraining plan was not approved.**

4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee. **Status reports will be provided to the employee in writing on a regular basis.**

4.2.7 In addition to all other rights and benefits granted pursuant to this section, an employee who is guaranteed a reasonable job offer is also guaranteed, ~~subject to the employee's willingness to relocate,~~ training to prepare the surplus employee for appointment to a position pursuant to 4.1.1, such training to continue for one (1) year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

4.3 Laid-off persons

4.3.1 A laid-off person shall be eligible for retraining, provided that:

a. retraining is needed to facilitate the appointment of the individual to a specific vacant position;

b. the individual meets the minimum requirements set out in the relevant selection standard for appointment to the group concerned;

c. there are no other available persons with priority who qualify for the position;

and

d. the appointing department or organization cannot justify **in writing** a decision not to retrain the individual.

Part VI: options for employees

6.1 General

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict that employment will be available. A deputy head who cannot provide such a guarantee shall provide his or her reasons in writing, **if so requested by the employee to the employee and to the PSAC, and why remote working opportunities have not been considered or have been discarded.** Employees in receipt of this guarantee will not have access to the choice of options below, **unless the GRO becomes dependent on a reasonable job offer to a location to which the employee is unable to relocate.**

6.3 Alternation

6.3.9 Alternation opportunities include instances where the alternate is able to perform the work remotely.

Part VII: special provisions regarding alternative delivery initiatives

7.2.1 The provisions of this part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this part, and only where specifically indicated will other provisions of this appendix apply to them. **Employees who are affected by alternative delivery initiatives and who do not receive job offers from the new employer shall be treated in accordance with the provisions of Parts I-VI of this Appendix.**

Employer Proposal

General

Application

This appendix applies to all **indeterminate** employees. Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

Definitions

Education allowance (indemnité d'études)

Is one of the options provided to an indeterminate employee affected by ~~normal~~ workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a lump-sum payment equivalent to the transition support measure

(see Annex B), plus a reimbursement of tuition from a recognized learning institution and book and mandatory equipment costs, up to a maximum of seventeen thousand dollars (\$17,000).

Lay-off priority (priorité de mise en disponibilité)

A person who has been laid-off is entitled to a priority, in accordance with subsection 41(5) of the PSEA with respect to any position to which the PSC is satisfied that the person meets the essential qualifications; the period of entitlement to this priority is ~~one (1) year as~~ set out in section 11 of the PSER.

Opting employee (employé-e optant)

Is an indeterminate employee whose services will no longer be required because of a workforce adjustment situation, who has not received a guarantee of a reasonable job offer from the deputy head and who has ~~one hundred and twenty ninety~~ (12090) days to consider the options in section 6.3 of this appendix.

Reasonable job offer (offre d'emploi raisonnable)

Is an offer of indeterminate employment **to a surplus employee or laid off person** within the core public administration, normally at **the same group and level (or equivalent) as equivalent level**, but which could include **one (1) group and level lower (or equivalent) lower levels**. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the *Travel Directive*. In alternative delivery situations, a reasonable offer is one that meets the criteria set out under type 1 and type 2 in Part VII of this appendix. A reasonable job offer is also an offer from a FAA Schedule V Employer, providing that:

- a. The appointment is at a rate of pay and an attainable salary maximum not less than the employee's current salary and attainable maximum that would be in effect on the date of offer.
- b. It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

Reinstatement priority (priorité de réintégration)

Is an entitlement **under the PSER** provided to surplus employees and laid-off persons who are appointed or deployed to a position in the federal public administration at a lower level. ~~As per section 10 of the PSER, the entitlement lasts for one (1) year.~~

Relocation (réinstallation)

Is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty located beyond what, according to local custom, is a normal commuting distance.

A relocation of a surplus employee or a laid-off person, which is equal to, or reduces the usual kilometric commute (or former commute in the case of a laid-off person), using the most direct route by car from the employee's principal residence to the new place of duty, will not entitle the employee or laid-off person to relocation benefits under the NJC Relocation Directive.

Relocation of work unit (réinstallation d'une unité de travail)

Is the authorized move of a work unit of any size, to a place of duty located beyond what, according to local custom, is normal commuting distance from the former work location and ~~from the employee's current residence~~ **the new work location. Relocation benefits under the NJC Relocation Directive will then be determined for each employee in the work unit based on the distance from their principal residence and the new work location.**

For greater clarity, the employee's principal residence is not their place of duty.

A relocation of a work unit which is equal to, or reduces, the usual kilometric commute using the most direct route by car from the employee's principal residence to the new place of duty will not entitle the employee to relocation benefits under the NJC Relocation Directive.

Employees who work in the same work unit at different locations are eligible for the provisions under a relocation of a work unit if they meet the criteria above based on their place of duty.

Work unit (unité de travail)

Is an identifiable group of employees that offers a particular service or program as defined by operational requirements determined by the department or organization. A deputy head may determine that a work unit may consist of one employee.

Workforce adjustment (réaménagement des effectifs)

Is a situation that occurs when a deputy head decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation **of a work unit** in which the employee does not wish to participate, or an alternative delivery initiative.

References

The primary references for the subject of workforce adjustment are as follows:

- ~~Canada Labour Code, Part I~~
- *Financial Administration Act*
- ~~Pay Rate Selection (Treasury Board Homepage, Organization, Human Resource Management, Compensation and Pay Administration).~~
- *Values and Ethics Code for the Public Service* Chapter 3: Post-Employment Measures.
- ~~Employer regulation on promotion~~

- ~~[Policy on Termination of Employment in Alternative Delivery Situations \(Treasury Board Manual, Human Resources volume, Chapter 1-13\)](#)~~
- *Public Service Employment Act*
- *Public Service Employment Regulations*
- *Federal Public Sector Labour Relations Act*
- *Public Service Superannuation Act*
- *NJC Integrated Relocation Directive*
- *Travel Directive*

Part I: roles and responsibilities

1. Departments or organizations

1.1.8 Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide ~~one hundred and twenty ninety~~ (12090) days to consider the three options outlined in Part VI of this appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected Option (a), twelve (12) month surplus priority period in which to secure a reasonable job offer.

NEW 1.1.9 The deputy head shall review the case of every surplus employee with a guarantee of a reasonable job offer on an annual basis. Should the deputy head determine that a reasonable job offer is no longer a possibility, they may rescind the guarantee of a reasonable job offer and offer options 6.4.1 (b) or 6.4.1 (c) (i) instead.

1.1.910 The deputy head shall make a determination to provide either a guarantee of a reasonable job offer or access to the options set out in section 6.3 of this appendix upon request by any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

1.1.4011 Departments or organizations shall send written notice to the PSC of an employee's surplus status, and shall send to the PSC such details, forms, resumés, and other material as the PSC may from time to time prescribe as necessary for it to discharge its function.

Departments or organizations shall notify the employee when this written notice has been sent.

Consequential renumbering

1.1.3435 Departments or organizations shall inform and counsel affected and surplus employees as early and as completely as possible and, in addition, shall assign a counsellor to each opting and surplus employee and laid-off person, to work with him or her throughout the process. Such counselling is to include explanations and assistance concerning:

- a. the workforce adjustment situation and its effect on that individual;
- b. the workforce adjustment Appendix;

- c. the PSC's Priority Information Management System and how it works from the employee's perspective;
- d. preparation of a curriculum vitae or resumé;
- e. the employee's rights and obligations;
- f. the employee's current situation (for example, pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- g. alternatives that might be available to the employee (the alternation process, appointment, relocation, retraining, lower-level employment, term employment, retirement including the possibility of waiver of penalty if entitled to an annual allowance, transition support measure, education allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
- h. the likelihood that the employee will be successfully appointed;
- i. the meaning of a guarantee of a reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a transition support measure and an education allowance;
- j. advise employees to seek out proposed alternations and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
- k. the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
- l. preparation for interviews with prospective employers;
- m. feedback when an employee is not offered a position for which he or she was referred;
- n. repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- o. advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity; ~~and~~
- p. advising employee of the right to be represented by the Alliance in the application of this appendix; ~~and~~

q. the Employee Assistance Program (EAP).

1.1.3536 The home departments or organizations shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by it, the employee and the appointing department or organization.

1.1.3637 Severance pay and other benefits flowing from other clauses in this agreement are separate from and in addition to those in this appendix.

1.1.3738 Any surplus employee who resigns under this appendix shall be deemed, for purposes of severance pay and retroactive remuneration, to be involuntarily laid-off as of the day on which the deputy head accepts in writing the employee's resignation.

1.1.3839 The department or organization will review the status of each affected employee annually, or earlier, from the date of initial notification of affected status and determine whether the employee will remain on affected status or not.

1.1.3940 The department or organization will notify the affected employee in writing, within five (5) working days of the decision pursuant to subsection 1.1.398.

1.4 Employees

1.4.3 Opting employees are responsible for:

- a. considering the options in Part VI of this appendix;
- b. communicating their choice of options, in writing, to their manager no later than ~~one hundred and twenty~~ **ninety (12090)** days after being declared opting.

Part II: official notification

2.1 Department or organization

2.1.2 In any workforce adjustment situation which is likely to involve ten (10) or more indeterminate employees covered by this appendix, the department or organizations concerned shall notify the Treasury Board Secretariat of Canada, **in writing and** in confidence, at the earliest possible date and under no circumstances less than four (4) working days before the situation is announced.

Part III: relocation of a work unit

3.1 General

3.1.3 Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.18 to 1.1.24.

3.1.4 Although departments or organizations will endeavour to respect employee location preferences, **after consultation and review of each situation with Treasury Board Secretariat of Canada**, nothing precludes the department or organization from offering a relocated position to an employee in receipt of a guarantee of a reasonable job offer from his or her deputy head, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

Part IV: retraining

4.1 General

4.1.1 To facilitate the redeployment of **affected employees**, surplus employees and laid-off persons, departments or organizations shall make every reasonable effort to retrain such persons for:

a. existing vacancies;

or

b. anticipated vacancies identified by management.

4.1.2 It is the responsibility of the employee, home department or organization and appointing department or organization to identify retraining opportunities pursuant to subsection 4.1.1.

4.1.3 When a retraining opportunity has been identified **for a position which would be deemed as a reasonable job offer at the same group and level (or equivalent) or one (1) group and level lower (or equivalent)**, the deputy head of the home department or organization shall approve up to two (2) years of retraining.

4.2 Surplus employees

4.2.2 The home department or organization is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the delegated officers of the home and appointing departments or organization. The home department or organization is responsible for informing the employee in a timely fashion if a retraining proposal submitted by the employee is not approved. Upon request of the employee, feedback regarding the decision, **including the reason for not approving the retraining**, will be provided in writing.

4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee. **Departments or organizations should provide the employee with feedback on the progress of the retraining plan on a regular basis.**

4.3 Laid-off persons

4.3.1 A laid-off person shall be eligible for retraining, provided that:

a. retraining is needed to facilitate the appointment of the individual to a specific vacant position;

b. the individual meets the minimum requirements set out in the relevant selection standard for appointment to the group concerned;

c. there are no other available persons with priority who qualify for the position;

and

d. the appointing department or organization cannot justify, **in writing**, a decision not to retrain the individual.

Part V: salary protection

5.1 Lower-level position

5.1.1 Surplus employees and laid-off persons appointed to a lower-level position under this appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this agreement or, in the absence of such provisions, the appropriate provisions of the *Regulations Respecting Pay on Reclassification or Conversion Directive on Terms and Conditions of Employment governing reclassification or classification conversion*.

Part VI: options for employees

6.1 General

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have ~~one hundred and twenty~~ **ninety (12090)** days to consider the three options below before a decision is required of them.

6.1.3 The opting employee must choose, in writing, one (1) of the three (3) options of section 6.4 of this appendix within the ~~one hundred and twenty~~ **ninety (12090)** day window. The employee cannot change options once he or she has made a written choice.

6.1.4 If the employee fails to select an option, the employee will be deemed to have selected Option (a), twelve (12) month surplus priority period in which to secure a reasonable job offer, at the end of the ~~one hundred and twenty~~ **ninety (12090)** day window.

6.1.5 If a reasonable job offer which does not require relocation is made at any time during the ~~one hundred and twenty~~ **ninety (12090)** day opting period and prior to the written acceptance of the transition support measure (TSM) or education allowance option, the employee is ineligible for the TSM, the pay in lieu of unfulfilled surplus period, or the education allowance.

6.2 Voluntary ~~departure~~ programs

~~Departments and organizations shall establish voluntary departure programs for all workforce adjustments situations involving five or more affected employees working at the same group and level and in the same work unit. Such programs shall:~~

- ~~A. Be the subject of meaningful consultation through joint Union-management WFA committees;~~
- ~~B. Volunteer programs shall not be used to exceed reduction targets. Where reasonably possible, departments and organizations will identify the number of positions for reduction in advance of the voluntary programs commencing;~~
- ~~C. Take place after affected letters have been delivered to employees;~~

- ~~D. Take place before the department or organization engages in the SERLO process;~~
- ~~E. Provide for a minimum of 30 calendar days for employees to decide whether they wish to participate;~~
- ~~F. Allow employees to select options B, Ci or Cii;~~
- ~~G. Provide that when the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).~~

6.2.1 Departments or organizations may establish a voluntary departure program where:

- a. Workforce reductions are required because of workforce adjustments situations involving less than five (5) affected employees working at the same group and level and in the same work unit; and**
- b. The deputy head cannot provide a guarantee of a reasonable job offer to the less than five (5) affected employees working at the same group and level in the same work unit.**

6.2.2 Departments or organizations shall establish a voluntary departure program where:

- a. Workforce reductions are required because of workforce adjustments situations involving five or more affected employees working at the same group and level and in the same work unit; and**
- b. The deputy head cannot provide a guarantee of a reasonable job offer to all five or more affected employees working at the same group and level in the same work unit.**

6.2.3 If a voluntary departure program is established as per 6.2.1 or 6.2.2, such program shall:

- a. Be the subject of meaningful consultation through joint Union-Management WFA committees;**
- b. Not be used to exceed reduction targets. Where reasonably possible, departments or organizations will identify the workforce reductions required, in advance of a voluntary departure program commencing;**
- c. Take place after affected letters have been delivered to employees;**
- d. Take place before the organization engages in the Selection of Employees for Retention and Lay-Off (SERLO) process;**
- e. Provide for a minimum of 30 calendar days for employees to decide whether they wish to participate;**
- f. Allow employees to select either option 6.4.1(b) or 6.4.1(c) (i);**
- g. Provide that when the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).**

6.4 Options

6.4.1 Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of options below:

a.

i. Twelve (12) month surplus priority period in which to secure a reasonable job offer. It is time-limited. Should a reasonable job offer not be made within a period of twelve (12) months, the employee will be laid-off in accordance with the *Public Service Employment Act*. Employees who choose or are deemed to have chosen this option are surplus employees.

ii. At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the ~~one hundred and twenty ninety~~ **(12090)** day opting period referred to in 6.1.2 which remains once the employee has selected in writing Option (a).

6.4.7 ~~An opting employee person~~ who has received a TSM, pay in lieu of unfulfilled surplus period, or an education allowance, and is reappointed to the public service shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of such reappointment or hiring to the end of the original period for which the TSM or education allowance was paid.

Part VII: special provisions regarding alternative delivery initiatives

7.2 General

3. Transfer to existing employers

7.2.2 There are three (3) types of transitional employment arrangements resulting from alternative delivery initiatives:

a. Type 1, full continuity

Type 1 arrangements meet all of the following criteria:

i. legislated successor rights apply; specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;

ii. the *Public Service Directive on Terms and Conditions of Employment Regulations*, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the FPSLREB pursuant to a successor rights application;

iii. recognition of continuous employment, as defined in the *Public Service Directive on Terms and Conditions of Employment Regulations*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights; iv. pension arrangements according to the Statement of Pension Principles

set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to 7.7.3;

Annex A: statement of pension principles

1. The new employer will have in place, or His Her Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of “reasonableness” will be that the actuarial value (cost) of the new employer pension arrangements will be at least six decimal five per cent (6.5%) of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the assessment methodology dated October 7, 1997, developed by Towers Perrin for the Treasury Board. This assessment methodology will apply for the duration of this agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the employer costs, *Public Service Superannuation Act* (PSSA) coverage could be provided during a transitional period of up to a year.

2. Benefits in respect of service accrued to the point of transfer are to be fully protected.

3. His Her Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, His Her Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the PSSA.

EB: Appendix B

SV: Appendix I

TC: Appendix T

Remarks

Both parties have tabled amendments to the Workforce Adjustment Appendix (WFAA).

Bargaining Agent Proposals:

The Employer submits that many of the Bargaining Agent's proposals revolve around three main themes: remote work, term employment and notifications.

1) Remote Work

The Employer is opposed to adding the language proposed by the Bargaining Agent with regards to remote work. The remarks made by the Employer under the Bargaining Agent's proposal to introduce an article on remote work in collective agreements are applicable to the Bargaining Agent's proposal in this appendix. As previously indicated,

the Employer recently updated the *Directive on Telework* (Exhibit 23) which offers a comprehensive framework for addressing telework situations.

The Bargaining Agent has not demonstrated a need to include this concept in the WFAA nor did it present any justification that would warrant a different position from the one previously presented under the remarks on remote work.

2) Term Employment

During the mediation session in September 2022, the Bargaining Agent withdrew its proposals at sections 1.1.7 and 2.1.5 which sought to introduce the concept of term employees in the WFAA.

Should there be any outstanding proposals that touch term employment, the Employer reminds the Commission that, as per sections 113 and 177 of the FPSTRA, it does not have jurisdiction to include these proposals in its report nor can they be introduced in collective agreements.

3) Notification

As it relates to proposals for additional notification requirements, the Employer has, where operationally and administratively feasible, included several updates to its proposal to enhance notification to employees in response to Bargaining Agent's demands.

Employer Proposals:

As previously indicated, during the mediation session held in September 2022, the parties agreed to follow-up secretorially on administrative and editorial changes to the English version of the Appendix with respect to Workforce Adjustment, which were agreed in principle verbally, but not signed off (Exhibit 1). As such, those changes are not represented above.

Also, during the mediation sessions held in September 2022, the Employer shared its three key priorities related to the WFAA:

1) Voluntary Departure Programs (Part VI; 6.2):

Keeping in mind that the objective of the WFAA is continued employment, the Employer's proposal would require the establishment of a voluntary departure program in circumstances where a department or organization seeks to reduce the workforce in situations involving five or more affected employees. In situations involving less than five affected employees, a voluntary program may be established. These programs are

intended to provide opportunity for employees who wish to depart the public service with a transition support measure or an educational allowance if they choose option C in clause 6.4.1. The purpose of these programs is to limit, even perhaps eliminate in some cases, the circumstances where employees are involuntarily declared surplus.

However, the current language does not specify that voluntary departure programs do not apply in circumstances where a Guaranteed Reasonable Job Offer (GRJO) is provided. Therefore, to avoid situations where employees in receipt of a GRJO are also given access to options under clause 6.4.1, at significant public expense, it should be clarified that in the WFAA that these programs are reserved for workforce reductions where a GRJO cannot be provided and where there are actual reductions of the workforce.

The Commission should also note that this proposal would allow for greater consistency for employees in the CPA as the proposed language would align the WFAA with the National Joint Council's *Work Force Adjustment Directive* (Exhibit 30).

2) Opting Period:

The Employer has proposed to reduce the opting period from 120 days to 90 days to assist undecided employees in gaining access to the Public Service Commission's (PSC) Priority Information Management System (PIMS) sooner.

The PIMS allows organizations to search and fill vacant positions using an inventory of individuals with priority entitlements as per the *Public Service Employment Act* (PSEA) and *Public Service Employment Regulations* (PSER), therefore allowing individuals to access job opportunities in the federal public service.

3) Definition of relocation and relocation of a work unit:

The Employer is seeking to amend these definitions to reflect current practice, but also to provide greater clarity for employees and departments and organizations who must interpret these definitions.

The amendments proposed by the Employer do not remove entitlements from employees but rather clarify when the applicable benefits are available to employees. Additionally, it clarifies that should the relocation or relocation of the work unit equal or reduce the kilometric commute to an employee's new place of duty, the employee will not be entitled to relocation benefits.

Accordingly, the Employer requests that the Commission only include the Employer's proposals in its report.

Appendix F – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Implementation of the Collective Agreement

Union Proposal
<p>Delete the current MOU and replace with:</p> <p>All provisions of this agreement related to pay administration including salary rate changes, retroactive amounts payable and compensation increases (such as premiums, allowances, overtime rates, etc.) will be implemented on or before [insert date].</p> <p>Employees in the bargaining unit for whom the collective agreement is not fully implemented on or before [insert date] will be entitled to a lump-sum payment of one-hundred-dollar (\$100); these employees will be entitled to an additional one-hundred-dollar (\$100) for every subsequent complete period of ninety (90) days their collective agreement is not fully implemented. These amounts will be included in their final retroactive payment.</p>
Employer Proposal
<p>The Employer proposes to delete the Memorandum of Understanding with respect to implementation of the collective agreements.</p>

EB: Appendix K

SV: Appendix L

TC: Appendix S

Remarks

Both parties have tabled proposals in terms of collective agreement implementation and neither of them are seeking to replicate the existing model of implementation.

As previously stated under Article 68: Duration, the Employer initially tabled a placeholder with respect to the Memorandum of Understanding on the implementation of collective agreements. During the mediation session, the Employer proposed the deletion of the existing Memorandum of Understanding on implementation of collective agreements in favour of including language on collective agreement implementation directly in collective agreements under the Duration article.

The proposal tabled by the Employer under Article 68: Duration provides for reasonable implementation timelines which account for the inherent complexity of pay administration, processing and changes from a technology and people perspective as well as the need for adequate impact analysis and quality assurance and testing of revised or new provisions.

The Employer successfully implemented the last collective agreement using the updated retroactivity methodology. It is therefore confident that a penalty clause is not justified.

Accordingly, the Employer requests that the Commission only include the Employer's proposal on this proposal in its report.

Appendix K – Memorandum of Agreement with Respect to Implementation of Union Leave

Employer Proposal

Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada in Respect to Leave for Union Business: Cost Recovery

This Memorandum of Understanding (MoU) is to give effect to an agreement reached between the Treasury Board (the Employer) and the Public Service Alliance of Canada (the Union) to implement a system of cost recovery for leave for union business.

The parties agree to this MoU as a direct result of current Phoenix pay system implementation concerns related to the administration of leave without pay for union business.

As per clause 14.15 of the EB, PA, TC and SV collective agreements, leave granted to an employee under clauses 14.02, 14.09, 14.10, 14.12 and 14.13 of the collective agreement will be with pay for a total cumulative maximum period of three (3) months per fiscal year. For any leave in excess of the total cumulative maximum period of three (3) months per fiscal year, the process shall revert to the existing terms of the collective agreement. This MoU shall have no effect on leave entitlements and obligations in excess of a total cumulative maximum period of three (3) months per fiscal year.

This MoU confirms the terms established by joint agreement between the Employer and the Alliance are as follows:

- a) It is agreed that leave with pay granted under the above-noted clauses for Alliance business will be paid for by the Employer, pursuant to this MoU. The Alliance shall then compensate the Employer by remitting an amount equivalent to the actual gross salary paid for each person-day, in addition to which shall also be paid to the Employer by the Alliance an amount equal to six per cent (6%) of the actual gross salary paid for each person-day, which sum represents the Employer's contribution for the benefits the employee acquired at work.**
- b) On a bi-monthly basis and within 120 days of the end of the relevant period of leave, the hiring Department/Agency will invoice the Alliance or Component for the amount owed to them by virtue of this understanding. The amount of the gross salaries and the number of days of leave taken for each employee will be included in the statement.**
- c) The Alliance or Component agrees to reimburse the Department/Agency for the invoice within sixty (60) days of the date of the invoice.**

This MoU expires on the expiry of the collective agreement, or upon implementation of the Next Generation Human Resources and Pay system, whichever comes first.

~~Memorandum of Agreement with Respect to Implementation of Union Leave~~

~~This memorandum is to give effect to an agreement reached between the Employer and the Public Service Alliance of Canada (the Union) to implement a system of cost recovery for leave for Union business.~~

~~The elements of the new system are as follows:~~

- ~~• Recoverable paid leave for Union business for periods of up to 3 months of continuous leave per year;~~
- ~~• Cost recovery will be based on actual salary costs during the leave period, to which a percentage of salary, agreed to by the parties, will be added;~~
- ~~• The Employer will pay for all administration costs associated with the operation of this system.~~

~~The surcharge will be based on average expected costs incurred by the Employer for payroll taxes, pensions and supplementary benefits during the operation of the program as described above, calculated according to generally accepted practices.~~

~~Notwithstanding anything else in this agreement, and as an overarching principle, it will not include costs for benefits that would otherwise be paid by the Employer during an equivalent period of leave without pay. The consequences of the implementation of clause 14.15 will be cost neutral for the Employer in terms of compensation costs, and will confer neither a substantial financial benefit, nor a substantially increased cost, on the Employer.~~

~~A joint committee consisting of an equal number of Union and Employer representatives will be struck to resolve matters related to the implementation this new program, including, but not limited to, invoices, accounting and the manner of the transaction.~~

~~The Joint Committee's principal work will relate to:~~

- ~~• Determining an appropriate surcharge in recognition of the considerations identified in this document;~~
- ~~• Establishing processes and the Employer's reporting requirements ; and~~
- ~~• Other considerations associated with implementation.~~

~~If agreement cannot be reached on recovering costs against Union remittances, the Joint Committee will consider alternate means of cost recovery. PSAC – Common table Without prejudice Employer Comprehensive Offer March 29, 2022.~~

~~The Joint Committee will be struck and convened within by February 15, 2017, and will complete its work by October 16, 2017, with implementation to be completed by the earliest feasible date as determined by the committee.~~

~~In the event that the parties do not reach an agreement, the parties may seek the services of a mediator. Necessary consequential changes will be made to Article 14, effective January 1, 2018. The deadline for completion of work and implementation of this system may be extended by mutual consent of both parties to this agreement.~~

EB: Appendix L

SV: Appendix N

TC: Appendix JJ

Remarks

As previously stated under Article 14: Leave with or without Pay for Alliance Business, this appendix is meant to supplement the text under clause 14.15. The Employer is seeking to amend this appendix to reflect current practice and to align with its negotiated intent.

As such, in its proposal, the Employer is seeking to clarify that the leave will be with pay for a total cumulative maximum period of 3 months per fiscal year. However, the Employer revised its proposal upon tabling its comprehensive offer in March 2022 to include that for any leave in excess of the total cumulative maximum period of three (3) months per fiscal year, the process shall revert to the existing terms of the collective agreement. This MOU shall have no effect on leave entitlements and obligations in excess of a total cumulative maximum period of three (3) months per fiscal year.

The proposed language also reflects the fact that the need for this MOU, and the cost-recovery process, is linked to existing Phoenix pay system concerns and thus, it includes new language regarding the expiry of the MOU.

The Employer therefore requests that the Employer's proposal be included in the Commission's report.

Appendix M – Memorandum of Understanding between the Treasury Board and the Public Service Alliance of Canada with respect to Mental Health in the Workplace

Union Proposal

This memorandum of understanding is to recognize the ongoing joint commitment of the Treasury Board of Canada (the Employer) to address issues of mental health in the workplace in collaboration with the Public Service Alliance of Canada (the Alliance) In 2015, the Employer and the Alliance entered into a memorandum of understanding with respect to mental health in the workplace as part of the collective agreement which established the Joint Task Force on Mental Health (the Joint Task Force).

The Employer, based on the work of the Joint Task Force and in collaboration with the Alliance, created the Centre of Expertise on Mental Health in 2017 focused on guiding and supporting federal organizations to successfully implement measures to improve mental health in the workplace by implementing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard). To this end, the Centre of Expertise on Mental Health was given and shall continue to have:

- central, regional and virtual presence;
- an evolving mandate based on the needs of stakeholders within the federal public service; and
- a dedicated and long-term funding from Treasury Board.

As the terms of the previous memorandum of understanding have been met, the parties agree to establish a renewed governance structure to support the Centre for Expertise on Mental Health that will include an Executive Board and an Advisory Board.

The Executive Board will consist of the Chief Human Resource Officer of Canada and the President of the Alliance. The Advisory Board will be comprised of an equal number of Union and Employer representatives. The Executive Board is responsible for determining the number and the identity of their respective Advisory Board representative.

The Executive Board shall approve the terms of reference of the Advisory Board. The Advisory Board's terms of reference may be amended from time to time by mutual consent of the Executive Board members.

[This memorandum of understanding expires on June 20, 2021](#)

Employer Counterproposal

This memorandum of understanding is to recognize the ongoing joint commitment of the Treasury Board of Canada (the Employer) to address issues of mental health in the workplace in collaboration with the Public Service Alliance of Canada (the Alliance).

In 2015, the Employer and the Alliance entered into a memorandum of understanding with respect to mental health in the workplace as part of the collective agreement which established the Joint Task Force on Mental Health (the

Joint Task Force). The terms of this memorandum of understanding have been met.

The Employer, based on the work of the Joint Task Force and in collaboration with the Alliance, created the Centre of Expertise on Mental Health in 2017 focused on guiding and supporting federal organizations to successfully implement measures to improve mental health in the workplace by implementing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard). To this end, the Centre of Expertise on Mental Health was given and shall continue to have:

- central, regional and virtual presence; and
- an evolving mandate based on the needs of stakeholders within the federal public service;
- a dedicated and long-term funding from Treasury Board.

To support the Centre for Expertise on Mental Health, the parties agree to establish a renewed governance structure that includes an Advisory Board.

The Advisory Board will be comprised of an equal number of Union and Employer representatives. Each party will be responsible for determining their respective Advisory Board representatives. The Advisory Board will establish terms of reference which may be amended by mutual consent.

This memorandum of understanding expires on June 20, 2025.

Note: The references for each collective agreement will be adjusted appropriately.

~~This memorandum of understanding is to recognize the ongoing joint commitment of the Treasury Board of Canada (the Employer) to address issues of mental health in the workplace in collaboration with the Public Service Alliance of Canada (the Alliance).~~

~~In 2015, the Employer and the Alliance entered into a memorandum of understanding with respect to mental health in the workplace as part of the collective agreement which established the Joint Task Force on Mental Health (the Joint Task Force).~~

~~The Employer, based on the work of the Joint Task Force and in collaboration with the Alliance, created the Centre of Expertise on Mental Health in 2017 focused on guiding and supporting federal organizations to successfully implement measures to improve mental health in the workplace by implementing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard). To this end, the Centre of Expertise on Mental Health was given and shall continue to have:~~

- ~~• central, regional and virtual presence;~~
- ~~• an evolving mandate based on the needs of stakeholders within the federal public service; and~~
- ~~• a dedicated and long-term funding from Treasury Board.~~

~~As the terms of the memorandum of understanding have been met, the parties agree to establish a renewed governance structure to support the Centre for Expertise on Mental Health that will include an Executive Board and an Advisory Board.~~

~~The Executive Board will consist of the Chief Human Resource Officer of Canada and the President of the Alliance. The Advisory Board will be comprised of an equal number of Union and Employer representatives. The Executive Board is responsible for determining the number and the identity of their respective Advisory Board representative.~~

~~The Executive Board shall approve the terms of reference of the Advisory Board. The Advisory Board's terms of reference may be amended from time to time by mutual consent of the Executive Board members.~~

~~This memorandum of understanding expires on June 20, 2021.~~

EB: Appendix O

SV: Appendix P

TC: Appendix HH

Remarks

The Bargaining Agent is proposing to renew the Memorandum of Understanding on mental health in its entirety with the exception of the removal of the expiration date.

On the other hand, the Employer initially tabled a proposal to delete the Memorandum of Understanding, which has expired, as it did not see the value-added of renewing the appendix.

The Centre of Expertise on Mental Health in the Workplace (Exhibit 31) has received long-term funding and additional sources of funding to support mental health initiatives in the federal public service. There is a strong and continued commitment to mental health in the workplace, and current activities would continue regardless of the existence of the Memorandum of Understanding.

Nonetheless, to help the parties advance negotiations, the Employer has tabled two counterproposals to account for concerns raised by the Bargaining Agent.

Notwithstanding previous movement related to this appendix, the Employer maintains that the existing governance structure should be reviewed. The Executive Board adds administrative complexity and can impede progress of the Centre as the approval of the Chief Human Resource Officer of Canada and of the President of the Alliance is not always warranted.

The Employer requests that the Employer's counterproposal be included in the Commission's report.

Appendix N – Memorandum of Understanding between the Treasury Board and the Public Service Alliance of Canada with respect to Child Care

Union Proposal

Replaced with:

This Memorandum of Understanding is to give effect to the agreement reached between the Employer and Public Service Alliance of Canada regarding child care.

As a result of the work done by the Joint National Child Care Committee, the parties agree to establish an ongoing Child Care Joint Union-Management Committee. The Child Care Joint Union-Management Committee is established to continue the work of the Joint National Child Care Committee and will be given the carriage of all the past Committee's recommendations, in addition to other measures identified through further research and analysis and agreed to by the parties.

The Child Care Joint Union-Management Committee will:

- be co-governed by Union and Employer representatives;
- have a mandate that can evolve based on the needs of stakeholders within the federal public service;
- perform its work with an equity lens and an intersectional approach;
- have dedicated and long-term funding from the Treasury Board to finance their mandates.

The Child Care joint Union-Management Committee will be comprised of an equal number of Union and Employer representatives.

The ongoing responsibilities of the Child Care joint Union-Management Committee include but is not limited to:

- defining criteria for the establishment of workplace day care centres;
- identifying opportunities for establishing workplace child care centres (for example, pursuing community partnerships), including opportunities that will come with the expansion of licenced child care across the country;
- carrying out needs assessment to determine priority locations when a decision has been to establish a licenced workplace child care in a given region;
- promoting increased child care accessibility for employees working in a child care “desert” or working shift-hours and non-standard hours;
- coordinating with stakeholders whose policies and programs affect the child care agenda;
- conducting centralized research to understand the challenges and work-life needs of working parents who are employees of the public service;

- **developing a communication strategy to inform employees, including managers, about licensed child care supports in the public service;**

Workplace child care funding model

The Employer shall, through meaningful consultation with the Child Care Joint Union-Management Committee, develop a new workplace child care funding model that encourages the establishment of new licensed workplace child care centres and the ongoing support of existing licensed workplace centres in the public service. Consideration should be given to the possibility of creating a centrally funded program guided by rigorous criteria and needs assessment for the establishment and maintenance of licensed workplace child care centres.

Treasury Board Policy on Workplace Day Care Centres

The Employer shall, through meaningful consultation with the Child Care Joint Union-Management Committee, revise the Treasury Board Policy on Workplace Day Care Centres so that it can better encourage and support the establishment and ongoing operation of high-quality facilities with well remunerated employees. Child care centres in federal buildings under the policy should be affordable and licensed while maintaining the following elements:

- **operated by not-for-profit organizations;**
- **adequately staffed to offer support and services in both official languages in regions designated bilingual for language-of-work purposes;**
- **accessible to parents and children with disabilities.**

Employer Proposal

The Employer proposes to delete the Memorandum of Understanding with respect to Child Care.

EB: Appendix M

SV: Appendix Q

TC: Appendix II

Remarks

The Bargaining Agent is proposing to replace the current Memorandum of Understanding in its entirety as a result of the work done by the Joint National Child Care Committee.

On the other hand, the Employer is proposing to delete the Memorandum of Understanding, which has expired, as it does not see the value-added of renewing the appendix.

Under the current Memorandum of Understanding, the parties agreed to establish a time-limited joint working group to explore the issues of child care facilities in the public service including access to child care.

The Employer notes that the Bargaining Agent is seeking to transform several of the recommendations into commitments but submits that the environment for childcare has shifted significantly since 2018.

In the 2021 Budget, the federal government made a financial commitment to establish a Canada-Wide Early Learning and Child Care System consistent with the Multilateral Early Learning and Child Care Framework (Exhibit 32). The federal government has signed Early Learning and Child Care Bilateral Agreements (Exhibit 33) with all provinces and territories which will allow federal public servants to benefit from the measures being put in place.

In addition, the pandemic has undoubtedly impacted the utility of childcare facilities located in government offices. The return to the workplace and its future is still evolving. However, the workplace has been profoundly impacted and will less likely resemble the landscape that existed under the previous collective agreement. The Employer expects that there will be a reduction in employees present in the workplace on a full-time basis.

These jurisdictional boundaries, changes to the workplace brought on by the pandemic and the government's significant and historic investments towards child care applicable to all Canadians undermine any potential role the employer may have in regards to child care.

Therefore, the Employer requests that the Employer's proposal to delete this appendix, which has expired, be included in the Commission's report.

New Appendix – Bilingualism allowance and language training**Union Proposal****DEFINITIONS**

Acting assignment (Affectation intérimaire) - means a compensation mechanism for employees temporarily performing higher level duties. It occurs when an employee is required to substantially perform the duties of a higher position for at least the qualifying period stipulated by the collective agreement, or applicable terms and conditions directives.

Bilingualism allowance (Prime au bilinguisme) - means a sum of money paid to eligible employees occupying bilingual positions.

Bilingual position (Poste bilingue) - means a position for which there is a clear requirement for the use of both official languages by the incumbent in the performance of the duties of the position.

The identification of a position as bilingual is done in accordance with Treasury Board criteria.

Linguistic profile (Profil linguistique) - means a coded summary which represents the second language proficiency required for a bilingual position in each official language. In each of three language skills (reading, writing and oral interaction), a level of proficiency is indicated.

Other assignment (Autre affectation) - means a situation where an employee is required to substantially perform temporarily the duties of a position of the same pay level.

Second Language Evaluation (SLE) (Évaluation de langue seconde (ELS)) - means an examination administered and scored by the Public Service Commission (or departments on its behalf), to establish a candidate's proficiency in his/her second language in a work-related context, in each of the three following skills: reading, writing and oral interaction. Note: In 1984, the SLE replaced the Language Knowledge Examination (LKE). Results on the LKE (or the Special Evaluation) which are still valid are recognized for the purpose of this article.

Special assignment (Affectation spéciale) - means an assignment usually longer than one year (such as CAP or long-term detachments), for which there is usually a specific agreement between management and the employee stipulating that, at the end of the assignment(s) the employee will not return to perform his/her former duties.

Written notice (Avis écrit) - means a written notice sent by a manager to an employee informing him/her of a test failure or of the re-identification or raised profile of his/her position.

1.1 Eligibility

1.1.1 An employee is eligible for the bilingualism allowance from the date on which the Deputy Head certifies that the following conditions are being met:

**(a) the employee occupies a position which has been identified bilingual; and
(b) the employee has Second Language Evaluation (SLE) results confirming that he/she meets the language requirements of his/her position (or in the case of professional requirements - code "P", the employee meets that code at the time of staffing of the position).**

1.1.2 The bilingualism allowance shall not be payable to the following:

**(a) employees ordinarily working one-third or less of the normal working hours for the same group and category;
(b) persons employed on a temporary basis for three months or less; and
(c) persons under professional or personal service contracts.**

1.2 Failures – Responsibilities

1.2.1 If the results of an SLE show that an employee does not meet the linguistic requirements of his/her position, the department will provide written notice that he/she will cease to receive the allowance two months after the date of written notice. The written notice shall be given within 10 working days from the date of the decision. Negative test results create responsibilities on the part of managers and employees.

Departments

1.2.2 As a first step, it is incumbent on departments or agencies to review the linguistic identification of the position in terms of the real requirements of the position, and the bilingual capacity of the work unit.

1.2.3 Departments and agencies will re-identify the position as unilingual if the requirements can be effectively absorbed by the work unit.

1.2.4 If the position must remain bilingual, it is incumbent upon the department or agency to provide the bilingual services by other means.

Employees

1.2.5 The employee who did not succeed in establishing that he/she still meets the language requirements of his/her position may remain in his/her position.

1.2.6 The employee may seek a review of SLE testing results in accordance with the Public Service Commission administrative recourse mechanisms.

1.2.7 The employee whose position remains bilingual may become re-eligible for the allowance and may have recourse to language training at public expense according to the terms set out in section 1.10 of the directive.

1.3 Other allowance situations

1.3.1 If the language profile of a bilingual position is raised:

- (a) payment of the allowance continues if the employee meets the higher linguistic profile;**
- (b) if the employee does not meet the new linguistic profile of the position, payment of the allowance ceases two months after the written notice;**
- (c) language training would be available in accordance with the directive in force.**

1.3.2 An employee must be notified within ten (10) working days of a management decision:

- to raise the proficiency profile of a bilingual position occupied by the employee, where the incumbent is in receipt of the allowance; or - to re-identify a position from bilingual to unilingual where the incumbent is in receipt of the allowance.

1.3.3 When a bilingual position is re-identified as unilingual, payment of the allowance ceases two months after the employee is notified, or two months after the position is reidentified, whichever comes later.

1.4 Assignments

1.4.1 An employee who receives the allowance and who is temporarily assigned to another bilingual position shall continue to receive the allowance, regardless of the linguistic profile of the new position (or functions). However, the allowance ceases in the case of acting assignments in the executive group (EX) of the management category with the exception of EX equivalents.

1.4.2 An employee who receives the allowance and who is temporarily assigned to a unilingual position shall continue to receive the allowance only if the basic monthly salary of the new position is less than, or equal to, the basic monthly salary of the regular position plus the allowance.

1.4.3 Employees on special assignment will receive the allowance if they meet the language requirements of the bilingual position (or functions) to which they are assigned.

1.4.4 Employees on Interchange Canada Program assignments to organizations outside the federal Public Service will continue to receive the bilingualism allowance if they have been in receipt of the bilingualism allowance immediately prior to beginning the assignment, and if a senior official of the host organization specifies in writing that the assignees are required to use both official languages on an on-going basis during the assignments.

1.4.5 An employee receiving the allowance who is required to perform temporarily most of the duties of a position that has the same pay level continues to receive the allowance, regardless of the linguistic identification and profile of the position.

1.5 Leave

1.5.1 An employee is entitled to the allowance applicable to his/her substantive position when on paid leave but not when he/she is on educational or sabbatical leave.

1.6 Term employees

1.6.1 An individual appointed to a bilingual position for a specified term exceeding three months, shall receive the bilingualism allowance from the date of appointment.

1.6.2 An individual appointed to a bilingual position for a term of three months or less is not entitled to the allowance.

1.6.3 An individual appointed to a bilingual position for a term of three months or less who remains in a bilingual position beyond the three-month period, shall receive the allowance for the period in excess of three months.

1.6.4 An employee who receives the allowance and who is appointed, without a break in service, to another bilingual term position continues to receive the allowance regardless of the duration of the term position.

1.7 ST differential

1.7.1 The Treasury Board directive relative to the payment of the seven per cent differential to the Secretariat, Stenographic and Typing Group was rescinded October 15, 1977, and the seven per cent differential was frozen on that date. As long as they occupy the same bilingual positions in the ST group and meet the eligibility criteria described in section 1.1, members of that group who received the seven per cent differential before October 15, 1977, continue to be entitled to it or to the allowance bonus, whichever is greater.

1.8 Payment

1.8.1 The bilingualism allowance consists of an annual payment of \$1500, calculated on a monthly basis and paid on the same basis as regular pay.

1.8.2 An eligible employee shall be entitled to receive the bilingualism allowance bonus for the full month for any month in which the employee receives a minimum of ten (10) days' pay in a position(s) to which the bilingualism allowance applies.

1.8.3 Part-time employees who work more than one-third of the normal period are paid the allowance on a pro rata basis to be calculated in reference to the normal hours these employees are expected to work.

1.9 Pay considerations

1.9.1 The bilingualism allowance is considered part of an employee's salary only in respect of the following:

- (a) Public Service Superannuation Act**
- (b) Public Service Disability Insurance Plan**
- (c) Canada Pension Plan**
- (d) Quebec Pension Plan**
- (e) Unemployment Insurance**
- (f) Government Employees' Compensation Act**
- (g) Flying Accidents Compensation Regulations**
- (h) Supplementary Retirement Benefit Act**
- (i) Supplementary Death Benefit**
- (j) Long-Term Disability Insurance**
- (k) Public Service Management Insurance Plan**
- (l) Quebec Health Insurance Plan**
- (m) Federal and Provincial Income Taxes.**
- (n) Québec Parental Insurance Plan**

1.9.2 The bilingualism allowance is not considered part of an employee's salary nor is it used to compute an employee's salary entitlements for the following:

- (a) Transfer**
- (b) Promotion**
- (c) Overtime Calculation**
- (d) Severance Pay**
- (e) Pay in Lieu of Unfulfilled Surplus Period**
- (f) Demotion**
- (g) Payment of unused vacation leave on layoff, resignation or retirement.**

1.10 Reinstatement of the allowance

1.10.1 An employee who has ceased to receive the bilingualism allowance whose position remains bilingual could become eligible again. Upon request from the employee, language training as described in 1.11.2 will be approved by the employer in order to support the employee's commitment and efforts.

1.10.2 Rotational foreign service officers and other employees, while on posting abroad are excluded from those measures of reinstatement.

1.11 Reinstatement procedures

1.11.1 It is incumbent on the employee to determine the most appropriate way to regain their knowledge of the second language.

1.11.2 Access to language training during working hours will be authorized up to a maximum of 200 hours for an employee already trained at government expense

for a similar level. These hours of language training will not be calculated against the maximum number of hours allotted during an employee's career. However, this special measure can only apply once during the career of an employee for the same linguistic profile.

1.11.3 Initiatives will have to be taken by the employee who remains in the same position to use his/her knowledge of the second language in the workplace, and the employee will not be allowed to take the SLE again for the purpose of receiving the allowance bonus before one year following the date of the unsuccessful test.

1.11.4 In cases where an employee takes an SLE for a purpose other than the allowance language requirements of his/her substantive position, the allowance will be reinstated effective from the date of test confirmation.

1.12 Language training

1.12.1 In addition to reinstatement procedures language training will be considered for:

- i. employees appointed to an indeterminate or determinate position who do not meet the language requirements of their positions on appointment;
- ii. incumbents of unilingual positions that have been reidentified bilingual;
- iii. incumbents of bilingual positions for which the language profile has been raised;
- iv. employees identified as needing to develop or improve a second language for succession planning purposes;
- v. employees with aspirations to develop or improve a second language.

1.12.2 An employee eligible under clause 1.12.1 may request language training. A request for language training will be considered on a case-by-case basis and a decision shall be provided in writing within one (1) month of the request. In any case when reviewing a request under 1.12.1 the employer shall take into consideration diversity and staffing opportunities for equity-seeking groups. Approval shall not be unreasonably denied.

1.12.3 In the case of an employee with aspirations to develop or improve a second language the employee must attest to a capacity to attain the level of proficiency required.

1.13 Training duration and scheduling

1.13.1 Language training is to take place during normal hours of work. As such the Employer is expected to take appropriate measures to facilitate employee access to such training.

1.13.2 The number of hours of language training that shall be authorized for a candidate to reach a specific language proficiency level shall be determined according to the employer language training policy in effect at the time the collective agreement is signed.

1.13.3 The employee may request an extension if it has been demonstrated near the end of the training period that such an extension would enable the employee to successfully reach the target proficiency level.

1.13.4 Notwithstanding clause 1.13.1 language training in support of 1.12.1(v) can be taken fully or partially outside of normal hours of work if agreed to by the employee.

EB: Appendix P

SV: Appendix R

TC: Appendix KK

Remarks

The Bargaining Agent is proposing to include a new lengthy appendix introducing a bilingualism allowance and language training in collective agreements.

The Employer is opposed to enshrining an existing government-wide approach into collective agreements and creating a separate framework in collective agreements that departs from the one that already exists.

Bilingual Allowance:

On the question of the proposed bilingual allowance, the Bargaining Agent has opted into the NJC *Bilingualism Bonus Directive* and eligible members of the Bargaining Agent currently benefit from a bilingualism bonus. In its demand, the Bargaining Agent is seeking to increase the amount eligible employees receive from \$800 to \$1,500 annually. The cost of this proposal amounts to \$30.7M per year ongoing, or 0.37% of the wage base.

As per section 9.1.14 of the NJC's By-law (Exhibit 34), Bargaining Agents who have opted in favour of NJC consultation undertake to refrain from making collective bargaining proposals concerning items contained in NJC Directives. The Employer submits that it would be improper to include a bilingual allowance in two (2) distinct forums and runs counter to the objective of NJC consultation.

Should the Bargaining Agent wish to introduce language in collective agreements on topics covered by NJC consultation or recommend an increase to the bilingualism

bonus, the Bargaining Agent should refer to the NJC By-laws and use proper mechanisms.

Language training:

The Employer submits that language training and training in general is specific to departmental needs and subject to operational realities. A one-size-fits-all approach would not be appropriate.

Specifically, since the Borbey-Mendelshohn report (Exhibit 35) was issued, the Employer has been working with departments to determine how to improve the quality of language training and, at the same time, meet the needs of our diverse public service. The Bargaining Agent has not brought forward evidence to demonstrate that there is a systemic issue which would warrant addressing this matter in collective agreements.

Therefore, the Employer requests that the Bargaining Agent's proposals not be included in the Commission's report.

NEW Appendix – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Diversity and Inclusion in the Workplace**Union Proposal**

This memorandum of understanding is to recognize the commitment of the Treasury Board of Canada (the Employer) to address issues of diversity and inclusion in the workplace in collaboration with the Public Service Alliance of Canada (the Alliance)

In September 2016, a Joint Union/Management Task Force on Diversity and Inclusion in the Public Service was created to examine how to strengthen diversity and inclusion in the government. More specifically, the Task Force has put forward recommendations and an action plan to support diversity and inclusion over the longer term.

The Employer, based on the work of the Joint Task Force, created the Centre of Expertise on Diversity and Inclusion focused on guiding and supporting federal organizations to successfully lead and develop solutions to improve diversity and inclusion in the workplace. To this end, the Centre of Expertise on Diversity and Inclusion shall have:

- an evolving mandate based on the needs of stakeholders within the federal public service; and
- ongoing dedicated human resources and long-term funding from Treasury Board.

The Executive Board of the Centre of Expertise on Diversity and Inclusion shall include the President of the Alliance or their designate. The Advisory Board will be comprised of an equal number of Union and Employer representatives. The Executive Board is responsible for determining the number and the identity of their respective Advisory Board representatives.

The Executive Board shall approve the terms of reference of the Advisory Board. The Advisory Board's terms of reference may be amended from time to time by mutual consent of the Executive Board members.

EB: TBD

SV: TBD

TC: TBD

Remarks

The Bargaining Agent is proposing to introduce a new appendix with respect to diversity and inclusion in the workplace.

Further the work of the Joint Task Force referenced in the Bargaining Agent's proposal, the Employer created the Centre of Expertise on Diversity and Inclusion, a centre that is dedicated to examining the barriers and challenges to achieving a diverse and inclusive workplace. To achieve its mandate, emphasis is put on co-developing enterprise-wide solutions with the diverse communities it is intended to serve.

Additionally, consultation with multiple stakeholders, including bargaining agents, is required. The Centre of Expertise on Diversity and Inclusion already consults with multiple stakeholders, including bargaining agents. The Alliance is consulted through the NJC Joint Employment Equity Committee (JEEC).

However, the scope of the work of the Centre of Expertise on Diversity and Inclusion often touches on policy issues that are outside of bargaining agents' purview. For example, the latest amendments to the Public Service Employment Act were funded in the last budget by the Centre of Diversity and Inclusion. As such, the Employer maintains that Bargaining Agents are already engaged through the appropriate forum, namely the NJC JEEC.

Therefore, the Employer disagrees with this proposal and requests that the Bargaining Agent's proposal not be included in the Commission's report.

Various Articles – Pay Simplification**Employer Proposal****NEW APPENDIX****MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO PAY SIMPLIFICATION SOLUTIONS**

The purpose of this Memorandum of Understanding (MOU) is to confirm the parties' commitment to ongoing collaboration with regards to the identification of human resources (HR) and pay administration simplification solutions. The parties recognize that this exercise, may extend beyond the conclusion of negotiations for the current collective agreement.

With consideration to the parties' shared commitment to these ongoing efforts, the parties may, by mutual consent, re-open this collective agreement should a revision be necessary to support one (1) or more solutions.

Efforts to identify human resources (HR) and pay administration simplification solutions will continue to focus on topics including but not limited to:

- acting administration;
- liquidation of leave;
- mass salary revision;
- allowances;
- general definitions;
- annual rates of pay;
- extra duty pay;
- union dues.

This MOU expires on the expiry date of this collective agreement, or upon implementation of the Next Generation HR and pay system, whichever comes first, unless otherwise agreed by the parties.

Remarks

In June 2021, the Employer tabled a proposal to discuss pay simplification with the Alliance to support the success of the Next Generation Human Resources and Pay project, as well as the continued stabilization of the existing HR-to-pay systems and pay administration.

Since, the parties established a joint sub-committee to discuss and identify collective agreement language that represents an obstacle to pay simplification and identify opportunities and solutions for simplification.

The parties have met on a regular basis between November 2021 and May 2022 to discuss a list of topics that have been identified in support of pay simplification. Although its work has been put on pause since, it was agreed that ad hoc meetings would be scheduled as soon as the Employer had additional information to discuss with the Bargaining Agent on this topic.

Although the parties have a common interest and have demonstrated a shared commitment towards pay simplification, the Employer does not wish for these discussions to slow down the negotiation process. Consequently, during mediation, the Employer tabled language that would allow the parties to pursue discussions on human resources and pay administration simplification efforts, reach a negotiated settlement in a timely fashion and allow for subsequent collective agreement revisions.

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

4.2 Proposals specific to the PA group

The Bargaining Agent and the Employer were in mediation for the Program and Administrative Services Group on October 4-7, 2022, inclusively. As indicated in Part I, the parties made moderate progress during mediation to resolve outstanding issues.

- The parties signed off on the following items (Exhibit 36):
 - Various articles – replace references to “lunch period”, “meal period” and “meal break” with references to “unpaid meal break”;
 - Article 30 – Designated Paid Holidays;
 - Article 43 – Volunteer Leave;
 - Article 53 – Leave with or without pay for other reasons (53.02 Personal Leave);
 - Article 61 – Correctional Service Specific Duty Allowance
 - Article 64 – Part-Time Employees; and
 - Appendix H – MOU on Salary Protection: Red Circling.

- 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 30: Designated Paid Holidays – 30.02(l) and 30.08(b) deletion of “and with the approval of the Employer”;
 - Article 42: Caregiving Leave – 42.XX and 42.YY; and
 - Article 64: Part-Time Employees – 64.XX.

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

	Provision or appendix	Employer proposal	Bargaining Agent proposal
32.	Article 2 – Interpretation and Definitions	X	
33.	Hours of work – Enhanced flexibilities (Article 25 Hours of Work and Article 26 Shift Principle)	X	
34.	Article 27 – Shift and Weekend Premiums	X	X
35.	Article 28 – Overtime		X
36.	Extra duty work performed from a remote location (Article 28 Overtime, Article 29 Standby and Article 30 Designated Paid Holidays)	X	
37.	Article 30 – Designated paid holidays		X
38.	Article 35 – Sick leave with pay		X

	Provision or appendix	Employer proposal	Bargaining Agent proposal
39.	New Article – Leave to promote employee mental health		X
40.	Article 44 – Leave with pay for family-related responsibilities		X
41.	Article 47 – Bereavement Leave with Pay		X
42.	Article 59 – Call centre employees	X	X
43.	Article 61 – Correctional service specific duty allowance		X
44.	Article 64 – Part-time employees		X
45.	New Article – Parole Officer Caseload		X
46.	New Article – Indigenous language allowance		X
47.	New Article – Term employees		X
48.	Article 66 – Pay administration		X
49.	Appendix A-1 – Annual Rates of Pay	X	
50.	Appendix A-2 – Pay Notes	X	
51.	New Allowance – Case Managers at Veterans Affairs in the WP Classification		X
52.	New Allowance – All employees outside of Correctional Service of Canada who work in an environment where there is the possibility of in-person interaction with inmates, offenders.		X
53.	Appendix B – Memorandum of Agreement Respecting Sessional Leave for Certain Employees of the Translation Bureau	X	X
54.	Appendix G – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Occupational Group Structure Review and Classification Reform	X	X
55.	Appendix I – Letter of Understanding Between the Treasury Board and the Public Service Alliance of Canada with respect to the transformation of pay administration initiative	X	X
56.	Appendix J – Memorandum of Understanding Between the Treasury Board (hereinafter called the Employer) and the Public Service Alliance of Canada (hereinafter called the Alliance) in Respect of the Program and Administrative Services Group: Compensation Advisor Retention Allowance	X	X
57.	Appendix L – Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement)		X
58.	Appendix O – Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with the Respect of Employees in the Programme Administration (PM) Group Working as Fishery Officers		X

	Provision or appendix	Employer proposal	Bargaining Agent proposal
59.	Appendix P – Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Indigenous Languages		X
60.	Appendix Q – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Welfare Programmes (WP) Group Working as Parole Officers and Parole Officer Supervisors		X
61.	Appendix R – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to a Joint Study on Support Mechanisms for Employees	X	X
62.	New Appendix S – Occupational Group Structure Review		X

Article 2 – Interpretation and Definitions

Employer proposal

2.01 For the purpose of this Agreement:

"continuous employment" (emploi continu)

has the same meaning as specified in the *Directive on Terms and Conditions of Employment* ~~on the date of signing of this Agreement~~.

Remarks

The Employer is proposing to amend the definition of “continuous employment” at clause 2.01.

The current language refers to the meaning or definition in the Employer's *Directive on Terms and Conditions of Employment* as it would exist on the date of signing of the Agreement (Exhibit 37).

The Employer is proposing to strike out “on the date of signing of this Agreement” to ensure that the definition of “continuous employment” would always be aligned with the most current definition in the Directive on Terms and Conditions of Employment.

The Employer's proposed change in language is consistent with the definition of “continuous employment” in many other collective agreements within the core public administration, including the EB and SV agreements (Exhibit 38).

The goal of this proposal is to have all employees be subject to the same version of the Directive at all times, hereby simplifying the application of collective agreements as a whole. This change would also contribute to avoiding questions or possible interpretation issues.

The Employer respectfully requests that the Commission include this Employer proposal in its report.

Hours of work – Enhanced flexibilities

Article 25 – Hours of Work

Article 26 – Shift Principle

Union proposal

25.05

- a. The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day except on occasions when operational requirements do not permit.
- b. The Employer shall provide an unpaid meal break of a minimum of thirty (30) minutes per full working day, normally at the mid-point of the working day.
- c. Subject to operational requirements, every employee who is nursing shall, upon request, have their hours of work scheduled in a way to provide for any unpaid breaks necessary for them to nurse or to express breast milk. Such request shall not be unreasonably denied.
- d. **The Employer will provide dedicated reading time of at least fifteen (15) minutes per full working day to allow employees to gain knowledge of recent communications and literature internal to the public service and relevant to the performance of their duties.**

25.08 Flexible hours

Subject to operational requirements, an employee on day work shall have the right to select and request flexible hours between **6 am** ~~7 am~~ and 6 pm and such request shall not be unreasonably denied.

Employer proposal

Article 25 – Hours of Work

Excluded provisions

~~Clauses 25.13 to 25.23 inclusive, pertaining to shift work, do not apply to employees classified as IS.~~ In the case of employees classified as WP, **these clauses 25.13 to 25.23 inclusive, pertaining to shift work,** apply only to employees of the Correctional Service of Canada who are employed in Community Correctional Centres and to those employed in higher security institutions in leisure, social, cultural or athletic activities as well as those who are providing Dialectical Behaviour Therapy (DBT).

(...)

General

(...)

Day work

25.06 Except as provided for in clauses 25.09, 25.10 and 25.11:

- a. the normal workweek shall be thirty-seven decimal five (37.5) hours from Monday to Friday inclusive;

~~and~~

- b. the normal workday shall be seven decimal five (7.5) consecutive hours, exclusive of an **unpaid meal break** ~~lunch period~~; between the hours of **7 6** am and 6 pm.;

~~and~~

- c. **subject to operational requirements, an employee on day work shall have the right to select and request flexible starting and finishing times between 6 am and 6 pm and such request shall not be unreasonably denied. These hours can be non-consecutive. The implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation.**

25.07 Employees shall be informed by written notice of their scheduled hours of work. Any changes to the scheduled hours shall be by written notice to the employee(s) concerned.

25.08 Flexible hours

~~Subject to operational requirements, an employee on day work shall have the right to select and request flexible hours between 7 am and 6 pm and such request shall not be unreasonably denied.~~

(Renumber accordingly)

25.09 Variable hours

- a. Notwithstanding the provisions of clause 25.06, upon request of an employee and with 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 25.26** ~~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 ~~fourteen (14), twenty-one (21) or up to~~ twenty-eight (28) calendar days, the employee works an average of thirty-seven decimal five (37.5) hours per week.
- b. In every ~~fourteen (14), twenty-one (21) or~~ **period of up to** twenty-eight (28) days ~~period~~, the employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.
- c. Employees covered by this clause shall be subject to the variable hours of work provisions established in clauses 25.24 to 25.27.

25.10 Summer and winter hours

The weekly and daily hours of work may be varied by the Employer following consultation with the Alliance to allow for summer and winter hours, provided the annual total of hours is not changed.

25.11

- a. Where hours of work other than those provided in clause 25.06 are in existence when this agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and, in such consultation, will establish that

such hours are required to meet the needs of the public and/or the efficient operation of the service.

- b. Where hours of work are to be changed so that they are different from those specified in clause 25.06, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service. In no case shall the hours under clause 25.06 extend before 6 am or beyond 9 pm or alter the Monday to Friday workweek or the seven decimal five (7.5) consecutive hour workday, **except in cases of emergency**.
- c. Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact-finding and implementation purposes.
- b. It is understood by the parties that this clause will not be applicable in respect of employees whose workweek is less than thirty-seven decimal five (37.5) hours per week.

25.12

- a. An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of **7 6** am and 6 pm, as provided in paragraph 25.06(b), and who has not received at least ~~seven (7) days'~~ **four (4) days'** notice in advance of the starting time of such change shall be paid for the first (1st) day or shift worked subsequent to such change at the rate of time and one half (1 1/2) for the first seven decimal five (7.5) hours and double (2) time thereafter. Subsequent days or shifts worked on the revised hours shall be paid for at straight-time rate, subject to Article 28: overtime.

b. **Late-hour premium**

An employee who is not a shift worker and who completes his workday in accordance with the provisions of paragraph 25.11(b) shall receive a late-hour premium of seven dollars (\$7) per hour for each hour worked before **7 6** am and after 6 pm. The late-hour premium shall not apply to overtime hours.

Shift work

25.13 When, because of operational requirements, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees, over a period of not more than fifty-six (56) calendar days:

- a. on a weekly basis, work an average of thirty-seven decimal five (37.5) hours and an average of five (5) days;
- b. work seven decimal five (7.5) consecutive hours per day, exclusive of a one half (1/2) hour ~~meal period~~ **unpaid meal break**;
- c. obtain an average of two (2) days of rest per week;

- d. obtain at least two (2) consecutive days of rest at any one time except when days of rest are separated by a designated paid holiday which is not worked; the consecutive days of rest may be in separate calendar weeks.

25.14 The Employer will make every reasonable effort:

- a. not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift; and
b. to avoid excessive fluctuation in hours of work.

25.15 The staffing, preparation, posting and administration of shift schedules is the responsibility of the Employer.

25.16 The Employer shall set up a master shift schedule for a fifty-six (56) day period, posted fifteen (15) days in advance, which will cover the normal requirements of the work area.

25.17 Except as provided for in clauses 25.22 and 25.23, the standard shift schedule is:

- a. 12 midnight to 8 am, 8 am to 4 pm, and 4 pm to 12 midnight
or, alternatively,
b. 11 pm to 7 am, 7 am to 3 pm, and 3 pm to 11 pm.

For greater certainty, notwithstanding the above-noted standard shift schedule, the Employer retains the right to schedule shifts in accordance with clause 25.13.

Alternate provision

For employees of the Correctional Service of Canada classified as WP employed in Community Correctional Centres and those employed in higher security institutions in leisure, social, cultural or athletic activities, shifts shall not commence earlier than **7 6** am or end later than 11 pm.

25.18 A specified ~~meal period~~ **unpaid meal break** shall be scheduled as close to the midpoint of the shift as possible. It is also recognized that the ~~meal period~~ **unpaid meal break** may be staggered for employees on continuous operations. However, the Employer will make every effort to arrange ~~meal periods~~ **unpaid meal breaks** at times convenient to the employees.

25.19

- a. Where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:
- i. i. on the day it commenced, where half (1/2) or more of the hours worked fall on that day;

- or
- ii. on the day it terminates, where more than half (1/2) of the hours worked fall on that day.
- b. Accordingly, the first (1st) day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift, and the second (2nd) day of rest will start immediately after midnight of the employee's first (1st) day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

25.20

- a. An employee who is required to change his or her scheduled shift without receiving at least ~~seven (7) days'~~ **four (4) days'** notice in advance of the starting time of such change in his or her schedule shall be paid for the first (1st) shift worked on the revised schedule at the rate of time and one-half (1 ½) for the first (1st) seven decimal five (7.5) hours and double (2) times thereafter. Subsequent shifts worked on the revised schedule shall be paid at the straight-time rate, subject to Article 28, Overtime.
- b. Every reasonable effort will be made by the Employer to ensure that the employee returns to his or her original shift schedule and returns to his or her originally scheduled days of rest for the duration of the master shift schedule without penalty to the Employer.

25.21 Provided sufficient advance notice is given, the Employer may:

- a. authorize employees to exchange shifts if there is no increase in cost to the Employer;
and
- b. notwithstanding the provisions of paragraph 25.13(d), authorize employees to exchange shifts for days of rest if there is no increase in cost to the Employer.

25.22

- a. Where shifts other than those provided in clauses **25.13 or** 25.17 are in existence when this agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and, in such consultation, will establish that such shifts are required to meet the needs of the public and/or the efficient operation of the service.
- b. Where shifts are to be changed so that they are different from those specified in clauses **25.13 or** 25.17, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.
- c. Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act

on their behalf for consultation purposes. Consultation will be held at the local level for fact-finding and implementation purposes.

25.23 Variable shift schedule arrangements

- a. Notwithstanding the provisions of clauses 25.06 and 25.13 to 25.22 inclusive, consultation may be held at the local level with a view to establishing shift schedules which may be different from those established in clauses 25.13 and 25.17. Such consultation will include all aspects of arrangements of shift schedules.
- b. Once a mutually acceptable agreement is reached at the local level, the proposed variable shift schedule will be submitted at the respective Employer and Alliance headquarters levels before implementation **for information purposes**.
- c. Both parties will endeavour to meet the preferences of the employees in regard to such arrangements.
- d. It is understood that the flexible application of such arrangements must not be incompatible with the intent and spirit of provisions otherwise governing such arrangements. Such flexible application of this clause must respect the average hours of work over the duration of the master schedule and must be consistent with operational requirements as determined by the Employer.
- e. Employees covered by this clause shall be subject to the provisions respecting variable hours of work established in clauses 25.24 to 25.27 inclusive.

Terms and conditions governing the administration of variable hours of work

25.24 The terms and conditions governing the administration of variable hours of work implemented pursuant to clauses 25.09, 25.10 and 25.23 are specified in clauses 25.24 to 25.27 inclusive. This agreement is modified by these provisions to the extent specified herein.

25.25 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.

25.26

- a. The scheduled hours of work ~~of any day~~ as set forth in a variable schedule specified in clause 25.24 may:
 - i. exceed or be less than seven decimal five (7.5) hours **per day**;
 - ii. **be before or beyond 6 am and 6 pm**;
 - iii. **vary from five (5) days per week**;
 - iv. **vary from Monday through Friday each week (i.e., be on Saturday and/or Sunday); and**

- v. ~~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 **non-consecutive**.

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

- b. Such schedules shall provide for an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule.
- i. The maximum life of a shift schedule shall be six (6) months.
 - ii. The maximum life of other types of schedule shall be twenty-eight (28) days except when the normal weekly and daily hours of work are varied by the Employer to allow for summer and winter hours in accordance with clause 25.10, in which case the life of a schedule shall be one (1) year.
 - iii. ~~The maximum life of a schedule for officers working for the Canadian Pari-Mutuel Agency shall be one (1) year.~~
- c. Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

25.27 Specific application of this agreement

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

a. Interpretation and definitions (clause 2.01)

“Daily rate of pay” shall not apply.

b. Minimum number of hours between shifts

Paragraph 25.14(a), relating to the minimum period between the termination and commencement of the employee's next shift, shall not apply.

c. Late-Hour Premium (25.12 b))

The late-hour premium shall not apply to employees working variable hours.

d. e. Exchange of shifts (clause 25.21)

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

e. d. Overtime (clauses 28.05 and 28.06)

Overtime shall be compensated for all work performed:

- i. in excess of an employee's scheduled hours of work on **a scheduled regular working days in accordance with the provisions of this agreement** ~~or on days of rest at time and three quarters (1 3/4).~~
- 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.**

f. ~~e.~~ Designated paid holidays (clause 30.08)

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

g. ~~f.~~ Travel

Overtime compensation referred to in clause 32.06 shall only be applicable on a workday for hours in excess of the employee's daily scheduled hours of work.

h. ~~g.~~ Acting pay

The qualifying period for acting pay as specified in paragraph 66.07(a) shall be converted to hours.

i. ~~h.~~ Leave

- i. Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.
- ii. When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

j. Shift and Weekend Premium (Article 27)

Shift and weekend premiums shall only apply to shift workers. For greater certainty, day workers working variable hours pursuant to clause 25.09 are not to be considered shift workers.

Article 26 – Shift principle

26.01

- a. When a full-time indeterminate employee is required to attend one of the following proceedings outside a period which extends three (3) hours before or beyond his or her scheduled hours of work on a day during which he or she would be eligible for a shift premium, the employee may request that his or her hours of work on that day be scheduled between 7 6 am and 6 pm; such request will be granted provided there is no increase in cost to the Employer. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his or her attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.

(...)

Remarks

Bargaining Agent proposals:

Dedicated reading time (New paragraph 25.05 d)

The Bargaining Agent is seeking to expand clause 25.05 by adding a paragraph that would provide dedicated reading time of at least fifteen (15) minutes per full working day to allow employees to gain knowledge of recent communications and literature internal to the public service and relevant to the performance of their duties.

The cost of providing employees with a daily 15-minute reading break is estimated at \$1M or 0.01% of the PA wage base.

The Employer submits that the Bargaining Agent has not provided any evidence of a wide-spread issue related to this demand and as such, does not see the need to introduce such a provision into the collective agreement. The Employer is of the view that employees are being provided with sufficient reading time and that where an issue might exist, it should be addressed by the Bargaining Agent directly with the Department or organization. Keeping abreast of public service and departmental communications and literature is part of employees' day-to-day responsibilities and as such they are expected to and provided sufficient time to review that information during their work hours.

For these reasons, the Employer is not in agreement with this proposal and requests that the Commission not include the Bargaining Agent's proposal in its report.

Flexible Hours (Clause 25.08)

The Bargaining Agent is proposing to change the start time to 6am as it relates to the provisions on flexible hours.

The Employer has included this demand in its comprehensive offer tabled on April 28, 2022, under new paragraph 25.06 c) and as such, is open to this change **in the context of a negotiated settlement**.

Employer proposals:

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).

However, it has become evident that a barrier to considering these requests is the rigidity of the hours of work provisions in the PA collective agreement.

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 (i.e., pandemic, climate events, etc...), 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.

Excluded provisions – IS classification (Article 25 – Hours of Work)

The Employer has a proposal to remove the restriction on shift work for the Information Services (IS) group. This is also a key priority for the Employer for the current round of collective bargaining.

The Employer is seeking the ability to introduce shift schedules for IS employees, as it does for the other subgroups of the PA bargaining unit. This would allow for:

- a more flexible environment that allows managers to organize the work in a way that is responsive to surges and to Canadians' needs and expectations, and that is at the same time manageable for employees;
- a more equitable system that allows managers to assign work in a manner that is fair to all employees, in that some employees are required to work more overtime than others;
- a more predictable work environment that better supports work-life balance; and
- a reduced need to assign overtime work to employees hereby contributing to preserving employees' mental health.

The current shift work exemption for the IS group pre-dates 1999 and is restrictive in the current operational reality. The world has changed dramatically since this exemption was put in place over 20 years ago. The 24/7 media environment is fast-paced and continues to evolve, both on TV and online. The need for communications products no longer follows a traditional "9-to-5" workday. The requirement and public expectation of instantaneous responses has changed the landscape of communications and the collective agreement provisions need modernization in order to support operational requirements.

The removal of the restriction on shift work for the IS group will allow the Employer to schedule shift work for certain positions as needs arise. The intent is not to schedule shift work for all IS positions. As is the case for the scheduling of shift work for other subgroups in the PA group, shift work would be scheduled where operationally required.

Currently departments rely largely on IS employees working overtime to cover emergency events that require 24/7 coverage such as the COVID-19 global pandemic, the trucker convoy on Parliament Hill or the war in Ukraine. In these types of national and world events, there is an increased number of time-sensitive communications that need to go out as soon as possible, which can be at any time of the day including late in the evening or over the weekend. The length of these events can vary, often extending into several weeks or months. Canadians expect the government to keep them informed in a timely and regular manner.

This expectation has a significant impact on the workforce who are required to work long hours of overtime in the evening and weekends in order to maintain sufficient coverage to ensure operational readiness. Because shift work is not available to them, IS employees are routinely scheduled to do overtime after having worked a full day, in the case of evening overtime, or a full week, in the case of weekend overtime to meet

the needs of Canadians. This is taxing on individuals and makes it difficult to retain employees in the communications community.

Having certain resources on shift work and readily available to address the need for various communication products, rather than relying on overtime, is key for the Employer. In addition, some departments are spending hundreds of thousands of dollars every year on overtime for the IS group.

These overtime costs translate to thousands of extra hours worked – hours spent away from family, friends, school, etc., and which drain employees over time and can negatively affect mental health for them and their families.

Unpaid meal breaks (Various clauses)

The parties have reached an agreement on this proposal during mediation held October 4-7, 2022. As such, there is no need for the Commission to address this proposal in its report.

Flexible hours (25.08)

Currently, employees have the ability to request to arrange their daily hours of work in a manner that best suits their personal needs and preferences, however employees are restricted to a Monday to Friday timeframe and their hours must be set between 7am and 6pm.

The Employer has a proposal to move the language found at 25.08 to incorporate it as part of the day work provisions, as a new paragraph 25.06 c). The use of “flexible hours” as a title has been found to be confusing from the term “variable hours” (found at clause 25.09 of the agreement). The changes proposed by the Employer would serve to add clarity to the provision and mitigate the possibility of confusing the terms flexible hours and variable hours.

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

It is important to note that the flexibilities provided at paragraph 25.06 c) differ from the variable hours provisions which allow employees to request changes to their work schedule, i.e., beyond simply changing their hours of work on any given day. The proposed changes to the variable hours' provisions are explained next.

Variable hours (25.09)

The Employer has a proposal at paragraph 25.09 a) which seeks to allow employees the possibility of requesting variable hours in accordance with clause 25.26 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 several changes at clause 25.26 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 paragraph 25.09 a) 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.

Still at paragraphs 25.09 a) and b), the Employer is proposing to align with the TC agreement and allow for variable work schedules to be over a period of up to 28 days, as opposed to being restricted to periods of 14 days, 21 days or 28 days. This again aims at expanding flexibilities for a variable/compressed schedule to be set as the employee and manager deem appropriate.

25.11

Still considering the need for more flexibilities in the agreement, the Employer is proposing a slight change at paragraph 25.11 b), which would allow the Employer, in cases of emergency, to change a day worker's hours of work to extend before 6am or beyond 9pm or alter the Monday to Friday workweek or the 7.5 consecutive hour workday.

Notice of changes to hours of work / Notice of shift change (25.12 and 25.20)

The Employer is proposing to reduce the notification period for changing hours of work and shifts. The current 7 days' advance notice is operationally too long, and it has a negative impact on management's flexibility to manage its staff.

The proposed shorter notice period also has a benefit for employees, as it will provide greater flexibility to accommodate short notice requests, such as leave requests.

It is to be noted that the proposals at paragraphs 25.12 a) and b) also seek to align the provisions on notice period and late-hour premium to account for the proposed change

to the core hours of work for day workers (to start at 6am) to ensure no additional expenses are incurred.

Standard Shift Schedule (25.17) and consultation with the Bargaining Agent (25.22)

The Employer is proposing to add language to clauses 25.17 and 25.22 to amend the consultation provisions regarding changes to shift schedules so that the obligation to consult is triggered only when the Employer is proposing a shift schedule that goes outside of the general (25.13) and standard (25.17) shift work provisions.

Currently, per clause 25.22, the Employer is required to consult with the Bargaining Agent at the local level “where shifts are to be changed so that they are different from those specified in clause 25.17” (standard shift schedules). Put simply, this means that the Employer is not able to change shifts schedules in accordance with clause 25.13 without prior consultation with the Bargaining Agent.

The Employer's proposal, to be able to change shift schedules in accordance with the general provisions on shift work (25.13), would align with the current provisions in the PA agreement for day workers where the Employer is able to change hours of work pursuant to the general provisions on day work (25.06) without being required to consult with the Bargaining Agent.

The impact of the obligation to consult with the Bargaining Agent on the implementation of shift schedules has significantly delayed the Employer's ability to adjust its operations in a timely manner; impacting service to Canadians and in the case of the COVID-19 pandemic, impacting the Employer's ability to implement effective schedules in order to meet the various public health recommendations.

Keeping in mind the Employer's priority for this round of negotiations to add flexibilities to hours of work provisions, the Employer is submitting that for as long as shifts are changed in accordance with clause 25.13, which contain provisions that were mutually agreed to by the parties, the Employer should not be required to consult with the Bargaining Agent. This being said, the Employer does recognize the requirement under clause 25.23 to consult with the Bargaining Agent “when establishing shift schedules which may be different from those established in clauses 25.13 and 25.17”.

Variable shift schedule arrangements (25.23)

The Employer has tabled a proposal to clarify the language at paragraph 25.23 b) to indicate that once a mutually acceptable agreement is reached with the Bargaining Agent at the local level, the agreement is shared with the Employer and PSAC headquarters for information purposes only.

It is the Employer's view that paragraph 25.23 b) is clear. Agreements on the variable shift schedule arrangements (VSSA) are reached at the local level. The paragraph/agreement is silent on another level of agreement being required and had the parties contemplated this possibility, they would have specified it in the agreement.

The Employer is proposing this clarification further to encountering situations where PSAC's headquarters insisted on being consulted on VSSA and their approval sought either despite an agreement having been reached at the local level or before an agreement was reached. As previously indicated, the Employer submits that PSAC headquarters' requests are not in line with the provisions of the collective agreement and in some cases, have significantly delayed the implementation of VSSA.

If PSACs belief was true, a single employee requesting a variable shift schedule would need to go the PSAC headquarters for approval, usurping the departmental component, the local and management which would not be in-line with the original intent of the provision, would create an undue burden on the Employer and cause significant unnecessary delays. This would also be true for an employee who requires a temporary accommodation to the approved shift schedule under 25.17. Such situations should remain between the employee and local management and not require approval of PSAC headquarters.

Additional options for variable schedules (25.26)

In order to allow for maximum flexibility and contribute to a better work-life balance for employees, the Employer is proposing several changes to paragraph 25.26 a) 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 to work outside of the core hours, spread their weekly hours over less than or more than five days, including on Saturday or Sunday, provided that it is at no additional cost to the Employer (e.g., no late-hour premium, overtime or shift/weekend premiums) and that the Employer retains the authority to approve these requests considering operational requirements.

Maximum life of a variable hours schedule (25.26(b)(iii))

Subparagraph 25.26(b)(iii) includes a restriction that limits the maximum life of a variable hours schedule for officers working for the Canadian Pari-Mutuel Agency at Agriculture Canada to one (1) year.

The Employer is seeking to strike out this legacy provision as it is no longer relevant. The Department has confirmed that standard variable hours provisions, contained in subparagraphs 25.26 b) i) and ii), are sufficient.

Specific application of variable hours of work (25.27)

The Employer's proposals at clause 25.27 seek to clarify that the new expanded variable hour provisions are conditional to there being no additional cost for the Employer.

Late-Hour Premium (new paragraph 25.27 c))

The Employer is proposing to add language to clarify that should employees request to work variable hours, the late-hour premium would not apply. This clarification is important given the additional flexibilities proposed and the likelihood that more employees will be requesting to work variable hours.

Overtime rate for employees working variable hours (new subparagraphs 25.27 e) i) and ii))

The Employer's proposal at the new subparagraphs 25.27 e) 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 PA 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 25.25 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 / 2.0 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.

Article 26 – Shift principle

As a consequential change stemming from the Employer's proposal on enhanced flexibilities in hours of work at Article 25, the Employer is proposing to change hours of work for those employees who are required to attend certain proceedings in certain circumstances to start at 6am rather than at 7am.

Conclusion

For the reasons outlined above, the Employer respectfully requests that the Commission include its proposals related to Articles 25 and 26 in its report.

Article 27 – Shift and Weekend Premiums

Union proposal
<p>27.01 Shift premium</p> <p>An employee working shifts will receive a shift premium of two dollars and fifty cents (\$2.50) per hour for all hours worked, including overtime hours, between 4 pm and 8 am. The shift premium will not be paid for hours worked between 8 am and 4 pm.</p>
<p>27.02 Weekend premium</p> <p>a. An employee working shifts during a weekend will receive an additional premium of two dollars and fifty cents (\$2.50) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.</p> <p>b. Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.</p>
Employer proposal
<p>27.02 Weekend premium</p> <p>a. An employee working shifts during a weekend will receive an additional premium of two dollars (\$2) per hour for all regularly scheduled hours worked, including overtime hours, on Saturday and/or Sunday.</p> <p>b. Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.</p>

Remarks

Increase to shift and weekend premium

The Bargaining Agent is proposing to increase the shift and weekend premiums from two (\$2.00) dollars to two dollars and fifty cents (\$2.50). The cost of increasing the shift premium from \$2 to \$2.50 per hour would be over \$712K per annum for the PA Group, or 0.01% of the wage base.

The Bargaining Agent has provided no sufficient justification or supporting evidence for this demand. A review of the current shift and weekend premiums included in all Core Public Administration (CPA) collective agreements revealed that the premiums align with the existing benefit market applicable to most federal government employees. With very few exceptions (the Operational Services (SV) group and the three (3) Ship Repairs (SR) groups), the shift and weekend premiums are set at two dollars (\$2.00) and in one case, the Education and Library Science (EB) group, the premiums are capped at one dollar and fifty cents (\$1.50).

The Employer submits that the PA group is not behind the market in terms of this benefit. The current quantum of the premiums is consistent with the vast majority of collective agreements in the CPA and provides reasonable compensation for the disruption created by shift work as well as for being regularly scheduled to work on a weekend.

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

Weekend premium to apply to regularly scheduled hours only

The Employer's proposal at 27.02 a) seeks to limit the payment of the weekend premium to regularly scheduled hours only, hereby ceasing a situation of dual remuneration and remedying a 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, namely in [Turner v. Treasury Board, 2005 PSLRB 162](#) (Exhibit 39):

[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.

Article 28 – Overtime**Union proposal****28.05 Overtime compensation on a workday**

Subject to paragraph 28.03(a):

- a. An employee who is required to work overtime on his or her scheduled workday is entitled to compensation at **double (2) time** ~~and one half (1 1/2) for the first seven decimal five (7.5) consecutive hours of overtime worked and at double (2) time for all overtime hours worked in excess of seven decimal five (7.5) consecutive hours of overtime in any contiguous period.~~

Additional provision (WP)

- i. In the case of an emergency as determined by the Employer, when an employee classified as WP is required to work more than twenty-four (24) consecutive hours, the employee shall be compensated at the rate of double (2) time for all hours continuously worked in excess of twenty-four (24) hours.

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

(To note: the above-noted administrative change was agreed to and signed off by the parties during the course of negotiations)

28.08 Compensation payment or leave with pay

- a. Overtime shall be compensated **on the basis of the employee's preference either** with a payment **or**, ~~except that, upon request of an employee and with the approval of the Employer, overtime may be compensated~~ in equivalent leave with pay.
- b. The Employer shall endeavour to pay overtime compensation by the sixth (6th) week after which the employee submits the request for payment.
- c. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- d. Compensatory leave earned in a fiscal year and outstanding on September 30 of the following fiscal year, shall be paid at the employee's rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on March 31 of the previous fiscal year.
- e. At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.

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

Remarks

All overtime paid at double time (clause 28.05)

The Bargaining Agent is proposing that all overtime shall be compensated at double time. This demand is replicated at clause 30.08 (designated paid holidays) and clause 64.08 (part-time employees).

The Employer submits that agreeing to such a change (for all overtime to be paid at double time) would have a significant financial impact – over \$52,7M (0.63% of the wage base) for the PA group - and would exceed the provisions contained in other CPA collective agreements, without justification. As such, it would set a precedent and create horizontal pressure across the CPA and separate agencies.

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

Overtime compensation on the basis of employee's preference

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

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

Given all the above, the Employer requests that the Commission not include the Bargaining Agent's proposals in its report.

Extra duty work performed from a remote location

Article 28 – Overtime

Article 29 – Standby

Article 30 – Designated Paid Holidays

Employer proposal

Article 28 - Overtime

28.05 Overtime compensation on a workday

Subject to paragraph 28.03(a):

- a. An employee who is required to work overtime on his or her scheduled workday is entitled to compensation at time and one half (1 1/2) for the first seven decimal five (7.5) consecutive hours of overtime worked and at double (2) time for all overtime hours worked in excess of seven decimal five (7.5) consecutive hours of overtime in any contiguous period.

Additional provision (WP)

- i. In the case of an emergency as determined by the Employer, when an employee classified as WP is required to work more than twenty-four (24) consecutive hours, the employee shall be compensated at the rate of double (2) time for all hours continuously worked in excess of twenty-four (24) hours.

(To note: the above-noted administrative change was agreed to and signed off by the parties during the course of negotiations)

- b. If an employee is given instructions during the employee's workday to work overtime on that day and reports for work at a time which is not contiguous to the employee's scheduled hours of work, the employee shall be paid:
 - i. a minimum of two (2) hours' pay at straight-time rate or for actual overtime worked at the applicable overtime rate, whichever is the greater **when the employee has to physically report to the workplace;**
 - or**
 - ii. **for actual overtime worked at the applicable overtime rate when, at the discretion of the Employer, the employee works at their residence or at another place to which the Employer agrees.**
- c. An employee who is called back to work, **without prior notice**, after the employee has completed his or her work for the day and has **physically** left his or her place of work, and who **physically** returns to **the workplace** 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;~~ **Such maximum shall include any reporting pay pursuant to paragraph (b) or its alternate provision,**
or
- ii. compensation at the applicable overtime rate for actual overtime worked,

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

- d. An employee who is called back to work, without prior notice, after the employee has completed his or her work for the day and has physically left his or her 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 28.07.**
- e. ~~♂~~ The minimum payment referred to in subparagraph (c)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 64.05 or 64.06.**

28.06 Overtime compensation on a day of rest

Subject to paragraph 28.03(a):

- a. An employee who is required to work on a ~~first (1st)~~ day of rest is entitled to compensation at time and one half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter.
- b. An employee who is required to work on a second (2nd) or subsequent day of rest is entitled to compensation at double (2) time, **provided that the employee also worked on the first (1st) day of rest** (second or subsequent day of rest means the second (**2nd**), or subsequent day, in an unbroken series of consecutive and contiguous calendar days of rest).
- c. When an employee is required to **physically** report ~~for to the~~ **workplace** and reports **to the workplace** on a day of rest, the employee shall be paid the greater of:
 - i. compensation equivalent to three (3) hours' pay at the applicable overtime rate ~~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;~~
or
 - ii. compensation at the applicable overtime rate.

- 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;

- e. ~~4.~~ The minimum payment referred to in subparagraph (c)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 64.05.

28.07 Call-back worked from a remote location

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

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

28.09 Meals

(...)

- d. Meal allowances under 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 29 - Standby

29.02

(...)

- d. An employee on standby who is required to **physically** report ~~for~~ **to the workplace** and reports **to the workplace** shall be compensated in accordance with **clause paragraph** 28.05(c) or 28.06(c) and is also eligible for reimbursement of transportation expenses in accordance with clause 28.10.
- e. **An employee on standby who is required to work may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be compensated in accordance with clause 28.07.**

Article 30 – Designated Paid Holidays**30.09 Reporting for work on a designated holiday**

- a. When an employee is required to **physically** report ~~for to the~~ **workplace** and reports **to the workplace** 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 paragraph 28.05(c);
or**
 - ii. compensation in accordance with the provisions of clause 30.08.
- b. **An employee required to work on a designated holiday may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid for the time actually worked at the applicable overtime rate.**
- c. ~~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 64.09 of this agreement.
- d. ~~c.~~ When an employee is required to **physically** report ~~for to the~~ **workplace** and reports **to the workplace** under the conditions described in paragraph (a) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
 - i. kilometric allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile, when the employee travels by means of his or her own automobile;
 - ii. out-of-pocket expenses for other means of commercial transportation.
- e. ~~d.~~ Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

Remarks**Extra duty work performed from a remote location**

The Employer has tabled a proposal to amend the following provisions:

- Clause 28.05 - Overtime compensation on a workday
- Clause 28.06 - Overtime compensation on a day of rest
- Article 29 - Standby
- Clause 30.09 - 30.09 Reporting for work on a designated holiday

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

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 40), the adjudicator found that different types and degrees of disruption to an employee's life are correlated to different levels of remuneration.

Consistent with the Borgedahl decision and as agreed to by the parties in a previous round of negotiations, clause 28.07, Call Back from a Remote Location in the PA group collective agreement, already provides for a different compensation to recognize the varying levels of disruption when employees are called-back to work.

To be specific, when employees receive a call-back and are required to report physically 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 are paid a minimum of one (1) hour of overtime compensation.

Keeping in mind the spirit and intent of the current clause 28.07, Call Back from a Remote Location, the Employer's proposals serve to further distinguish and clarify how any and all overtime work shall be compensated when employees are authorized to work at the employee's residence or at another place to which the Employer agrees:

- Paragraph 28.05 b): employees are given instructions during the day to work non-contiguous overtime. Compensation shall be for actual overtime work at the applicable overtime rate (*no disruption, employees are advised ahead of time of the requirement to work overtime*)
- Paragraph 28.05 c): employees are called-back to work without prior notice. Compensation shall be in accordance with clause 28.07 (minimum of one (1) hour) (*disruption, employees are not advised ahead of time of the requirement to work overtime*)

- Paragraph 28.06 d) (new): employees are required to work overtime on a day of rest. Compensation shall be for actual overtime work at the applicable overtime rate (*no disruption, employees are advised ahead of time of the requirement to work overtime*)*
- Clause 29.02: employees on standby are called-back to work. Compensation shall be in accordance with clause 28.07 (minimum of one (1) hour) (*disruption, employees are not advised ahead of time of the requirement to work overtime, i.e. they know they might be required to work overtime, but they don't know when and for how long*)
- Clause 30.09: employees are required to work overtime on a designated paid holiday. Compensation shall be for actual overtime work at the applicable overtime rate (*no disruption, employees are advised ahead of time of the requirement to work overtime*)*

** Per clause 28.07, employees who are called-back to work while on standby or any other time outside of his or her scheduled hours of work, i.e. without prior notice, are paid a minimum compensation of overtime of one (1) hour.*

The Employer submits that its proposal is reasonable and is consistent with the Borgedahl decision, it considers the varying degrees of disruption for the compensation of overtime worked.

Minimum compensation to apply only once in an eight (8) hour period (subparagraphs 28.05 c) i), 28.06 c) i) and 30.09 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. This proposal again aligns with clause 28.07, Call-Back Worked from a Remote Location, which already provides for such a limit.

Similar proposals have been made in paragraphs 28.05 c) and 28.06 c) as well as for clause 30.09. The Employer's proposal also aligns with paragraph 28.03 c), where it is specified that "For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked".

Put simply, the absence of a limit could potentially contravene paragraph 28.03 c) if there were multiple call-backs in the same eight (8) hour period (e.g., an employee who is called back at 10:00am 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)).

Overtime compensation on second day of rest (paragraph 28.06 b))

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 28.09)

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.

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 30 – Designated paid holidays

Union proposal

30.08

- a. When an employee works on a holiday, he or she shall be paid **double (2)** time ~~and one half (1 1/2)~~ for all hours worked ~~up to seven decimal five (7.5) hours and double (2) time thereafter~~, in addition to the pay that the employee would have been granted had he or she not worked on the holiday;
 - or
 - b. upon request and with the approval of the Employer, the employee may be granted:
 - a. a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday; and
 - ~~b. pay at two (2) one and one half (1 1/2) times the straight-time rate of pay for all hours worked up to seven decimal five (7.5) hours; and~~
 - ~~c. pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of seven decimal five (7.5) hours.~~
- c. Notwithstanding paragraphs (a) and (b), when an employee works on a holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with paragraph 28.06(b), he or she 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.
- d. Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request:
 - a. When, in a fiscal year, an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's request, such lieu days shall be carried over for one (1) year.
 - b. In the absence of such request, unused lieu days shall be paid off at the employee's straight-time rate of pay in effect when the lieu day was earned.

Remarks

All overtime paid at double time (clause 30.08)

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).

To note, the Bargaining Agent has a similar proposal at clauses 28.05 (overtime compensation on a workday) and 64.08 (part-time employees).

The Employer submits that agreeing to such a change (for all overtime to be paid at 2x) would have a significant financial impact – over \$52.7M for the PA group (0.63% of the PA wage base) 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 requests that the Commission not include the Bargaining Agent's proposal in its report.

Article 35 - Sick leave with pay

Union proposal
<p>35.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 35.02, Sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned. Granting of such leave will not be unreasonably denied.</p>
<p>(New) 35.YY 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.</p>

Remarks

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

Removal of Employer discretion to advance sick leave (Clause 35.04)

The Bargaining Agent tabled a proposal that:

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

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

The Employer submits that it is not interested remove management discretion. The Employers needs to maintain the ability 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 35.02 of the agreement.

Reimbursement of cost of medical certificate (new clause 35.YY)

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

In response to this demand, the Employer submits that it should not be held responsible for the cost of medical certificates and related expenses. The collective agreement is very clear: per paragraph 35.02 a) the onus is on the employee to satisfy the Employer that they are unable to perform their duties because of illness or injury:

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

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

The Bargaining Agent has not demonstrated that its proposed changes at Article 35 are warranted. Such provisions are not found in other CPA collective agreements and adding these changes to the PA agreement would also create a precedent that the Employer is not interested in creating across the public service.

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

New article – Leave to promote employee mental health**Union proposal**

An employee shall be granted up to five (5) days' leave with pay in a fiscal year for the purpose of employee self-care and to promote employee mental health to be taken at the employee's discretion.

Remarks

The Bargaining Agent is proposing new provisions to the PA collective agreement that would add five (5) days of paid leave that could be taken at the employee's discretion for the purposes of self-care and to promote mental health.

The Employer submits that this change carries significant financial and operational impacts. The cost of this demand amounts to over \$155M or 1.87% of the PA wage base and would exceed provisions contained in all other CPA collective agreements without justification.

The Employer is not clear on what issue the Alliance is seeking to address through their proposal. In fact, the Bargaining Agent has provided no rationale or expert evidence to support such a change during any of the parties' negotiations sessions.

The Employer further submits that it has invested significant money and resources over the years to promote employee mental health, both at the enterprise-level, through the [Centre of Expertise on Mental Health in the Workplace](#), and at the departmental-level through many initiatives that are unique and targeted within each department.

The promotion of mental health is at the forefront of the Government of Canada's priorities. As indicated in the [Speech from the Throne](#), delivered on November 23, 2021, "the pandemic has shown us that we need to put a focus on mental health in the same way as physical well-being because they are inseparable". The Employer considers all the measures put in place through these various initiatives to be relevant, adequate and sufficient for focusing on and promoting employee mental health.

The Employer would also like to draw the Commission's attention to its proposal on enhanced flexibilities regarding the hours of work provisions as it strongly believes that the flexibilities it has proposed will have a direct impact on employees' well-being, hereby contributing further to the promotion of mental health in the workplace.

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

Article 44 – Leave with pay for family-related responsibilities

Union proposal	
44.02	The total leave with pay which may be granted under this article shall not exceed forty-five (45) thirty-seven decimal five (37.5) hours in a fiscal year.
44.03	Subject to clause 44.02, the Employer shall grant the employee leave with pay under the following circumstances: <ol style="list-style-type: none"> a. to take a family member for medical or dental appointments of a professional nature, including but not limited to medical, dental, legal and financial appointments or appointments with school authorities or adoption agencies or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible; b. to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration; c. to provide for the immediate and temporary care of an elderly member of the employee's family; d. for needs directly related to the birth or the adoption of the employee's child; e. to attend school functions, if the supervisor was notified of the functions as far in advance as possible; f. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility; g. fifteen (15) seven decimal five (7.5) hours out of the forty-five (45) thirty-seven decimal five (37.5) hours stipulated in clause 44.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment-related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible. h. to visit a terminally ill family member
44.04	Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 44.03(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 44. 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 \$48.6M or 0.58% of the PA wage base.

Increasing the quantum of leave

The Bargaining Agent is seeking to increase the quantum of family-related responsibilities leave, from thirty-seven decimal five (37.5) hours to forty-five (45) hours per fiscal year. This request would place the PA 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

Professional appointments (44.03 a)

The Bargaining Agent is proposing at 44.03 a) to significantly expand the nature of the appointments that would allow employees to request family-related responsibilities leave. They are proposing to replace "taking a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies" with "taking a family member to appointments of a professional nature, including but not limited to medical, dental, legal and financial appointments or appointments with school authorities or adoption agencies".

The Employer submits that this proposal significantly departs from the original intent of the provision. Appointments of a "professional nature" is extremely broad and would be challenging to clearly define. "Professional" may have different meanings, one of which being "relating to or belonging to a profession". Considering this, it is likely that this new terminology would attract many grievances on its meaning and application, whereas the current provision is clear and understood by the parties and serves a specific purpose.

The Bargaining Agent has failed to demonstrate the need and has not provided any examples to support the expansion of this paragraph to apply to other types of

appointments of a professional nature. Accordingly, the Bargaining Agent's demand has not been substantiated and would only create confusion with existing provisions and conflicts between managers and employees who would no doubt struggle to define "*appointments of a professional nature*".

Removal of "elderly" (44.03 c)

The Bargaining Agent is proposing at 44.03 c) that the leave should be granted to provide immediate and temporary care of any member of the employee's family as opposed to just limited to "elderly" members. The Employer submits that such a change would unreasonably broaden the scope of the article and negate the purpose and meaning of this paragraph.

Removal of "an unforeseeable" (44.03 f)

The Bargaining Agent is proposing at 44.03 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 closure 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.

The Bargaining Agent has failed to provide any evidence to justify their demand 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 (44.03 g)

The Bargaining Agent is proposing at 44.03 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 leave under Article 44 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 life-related responsibilities.

Visit a terminally ill family member (new 44.03 h)

The Bargaining Agent is proposing to add “*to visit a terminally ill family member*” to the list of circumstances for which the leave shall be granted. The Bargaining Agent’s proposal at 44.03 h) is already adequately addressed under paragraphs 44.03 b) and c). The Employer submits that there is no justification why the provisions for this article should be expanded. The leave entitlements currently provided for in the collective agreement could find application for this specific circumstance. The Bargaining Agent’s proposal is not found in any CPA collective agreement.

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 47 – Bereavement Leave with Pay

Union Proposal

47.01 For the purpose of this article, “family” is defined per Article 2 and in addition:

- a. sister-in-law, brother-in-law;**
- b. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;**
- c. 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 for a family member as defined in 47.01(a) only once during the employee's total period of employment in the public service.~~**

47.02 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 regularly 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 **five (5) ~~three (3)~~** days' leave with pay, in total, for the purposes of travel, for these two (2) periods.

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

47.XX An employee shall be entitled to bereavement leave under 47.02 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.

47.YY An employee is entitled to bereavement leave with pay in the event of the death of a person in respect of whom the employee is, at the time of the death, on leave under 42.01. 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.

47.04 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 47.02 and 47.03, 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.

47.05 It is recognized by the parties that 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 47.02 and 47.03.

Employer movement

(...)

47.04 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.

47.045 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 47.02, ~~and~~ 47.03 **and 47.04**, 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.

47.056 It is recognized by the parties that 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 47.02, ~~and~~ 47.03 **and 47.04**.

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 to include brother-in-law and sister-in-law, and any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee as it relates to the eligibility for bereavement leave.

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. 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.

Death of broader family members

The Bargaining Agent is seeking to broaden the application of the leave provision that provides for one (1) day of bereavement leave with pay for the passing of broader family members to include aunt, uncle, niece or nephew. Once again, this expansion would broaden the scope far beyond what is found in all other collective agreements in the core public administration. 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.

Expansion of bereavement leave

In response to the Bargaining Agent's demand to expand the provisions of Article 47, the Employer has tabled a new clause (47.04) 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 47 would be made **in the context of a negotiated settlement**.

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

Article 59 – Call centre employees

Union Proposal
<p>59.01. Employees working in call centres shall be provided with a minimum of a forty (40) second cognitive microbreak between calls.</p> <p>59.024 Employees working in call centres shall be provided five (5) consecutive minutes not on a call for each hour not interrupted by a regular break or meal period.</p>
<p>59.032</p> <p>a. Upon initial hire, Aall call centre employees shall be provided with the opportunity to participate in at least one (1) day of facilitated training on copng skills, crisis intervention, and the ability to handle difficult calls. In addition, new employees will also receive facilitated training on coping skills upon initial hire.</p> <p>b. All call centre employees shall be provided with the opportunity to participate in a minimum of two (2) days of refresher training annually on matters related to working in a call centre, such as training to reinforce copng skills the items listed in a) and topics identified following consultation with the Union.</p>
<p>59.043 Call monitoring is intended to improve performance by providing guidance and feedback to the employee and shall not be used for disciplinary purposes.</p>
<p>59.054 Coaching and development feedback resulting from call monitoring shall be provided in a timely and meaningful fashion.</p>
Employer movement
<p>59.02</p> <p>a. All call centre employees shall be provided the opportunity to participate in at least one (1) day of facilitated training on crisis intervention. In addition, new employees will also receive facilitated training on coping skills upon initial hire.</p> <p>b. All call centre employees shall be provided the opportunity to participate in a minimum of two (2) days of training annually on matters related to working in a call centre, such as training to reinforce coping skills or the ability to handle difficult calls.</p>
<p>59.03</p> <p>a. Call monitoring is intended to improve performance by providing guidance and feedback to the employee and shall not be used for disciplinary purposes. Call monitoring shall not be undertaken for disciplinary purposes, but it does not preclude management from using it when misconduct has or is alleged to have occurred during a call.</p> <p>b. When the Employer makes reference to a call recording for performance or disciplinary purposes, upon request, the employee will be given access to review the call recording that is being referred to.</p>

59.04 Coaching and development feedback resulting from call monitoring shall be provided in a timely and meaningful fashion.

Remarks

The Bargaining Agent is proposing new language throughout Article 59 (Call centre employees). This article was first introduced in the PA group collective agreement signed in June 2017 and expiring in June 2018.

In the last round of negotiations, per Appendix “E”, Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to a Joint Study on the Work Environment for Employees Working in Call Centres, the parties agreed to continue to work on a joint study and committed to sharing the findings, across departments and separate agencies with call centre operations.

The committee concluded its work, issued a joint study and associated recommendations that were subsequently, shared by TBS with departments in the CPA and Separate Agencies in November 2021 (Exhibit 41).

The Bargaining Agent's proposals are for the most part related to the seven (7) recommendations flowing from the joint study (Exhibit 42) but seek to enshrine changes that go over and above what was agreed to by the parties in these recommendations.

Given that the recommendations were only recently issued to departments and agencies, but also taking into consideration that each call centre is unique, serves a specific purpose, and is organized to fit specific operational needs, it is the Employer's position that the Bargaining Agent would be best served to consult at the departmental level to seek opportunities to implement the best practices outlined in the joint study and associated recommendations. Union-management consultation committees, which are in existence in departments, are the appropriate venue for discussing the implementation of the recommendations issued by the joint committee.

40 second microbreaks

The Bargaining Agent is proposing to impose a minimum of 40 second microbreaks between calls in all call centers. This would be in addition to existing provisions at 59.01 which already provide for five (5) consecutive uninterrupted minutes off the phone per hour, and to an employee's two daily rest periods of fifteen (15) minutes each and meal break of 30 minutes.

In support of their proposal, the Bargaining Agent is citing Recommendation #6 from the joint committee. The Employer submits that the recommendation does not prescribe a

minimum break time between calls. It rather indicates that as a best practice, call center employees should be provided with “brief recovery periods from call answering activities”

It is the Employer's position that call centre employees in the CPA are already provided with time/breaks between calls and that what is provided is sufficient. In addition to the five (5) minutes off per hour, the telephony systems used in call centres are programmed to provide a break between calls; the time provided varies between organizations / call centers.

Employees also have the ability to place themselves as “available” and “unavailable” as needed to complete certain tasks such as completing notes following any given call, taking time to discuss a particular call with their team leader - in the event there is a particular issue or allowing the employee to seek and obtain additional support or taking a health break.

In addition, the volume of calls received in call centers vary depending on the time of the day, the day of the week, the week of the month, the month of the year. As such, there are periods where employees are not answering calls and are either performing other duties or participating in professional development activities.

Prescribing a specific delay between calls in the collective agreement would represent an important administrative and operational burden for departments. In addition to the loss of productivity cost and the need to hire additional call center resources, it also has to potential of creating significant technological issues (i.e., it may not be possible in all cases with current telephony systems to make an adjustment to 40 seconds) and this would represent additional and unreasonable operational costs.

The Bargaining Agent has not provided evidence of a wide-spread issue regarding breaks between calls that would need to be addressed through the collective agreement. Each call center is unique, varies in size, serves a specific purpose and is organized to fit specific operational needs, hence why a once-size fits all approach (i.e., by adding specific parameters or conditions or restrictions in the collective agreement) is not appropriate.

Additional training

The Bargaining Agent is proposing additional mandatory training for employees upon initial hire and periodically every two years. The existing language already provides for two days of training annually on any matters related to working in a call centre, which could include reinforcing coping skills. No sufficient justification supporting the need to increase training requirements was provided by the Bargaining Agent.

As a counterproposal to the Bargaining Agent's demands at clause 59.02 b), the Employer is proposing additional language to expand the provisions related to training for call centre employees to suggest "the ability to handle difficult calls" as one of the additional types of training that could be provided.

The Employer considers that the provisions currently embedded in the collective agreement provide for sufficient mandatory training per year for call centre employees. Departments supplement the mandatory training for call centre employees as needed, based on their operational needs.

As previously mentioned, each call center is unique, varies in size, serves a specific purpose, and is organized to fit specific operational needs, and consequently, employees are best served to receive training that is targeted to their organization's specific needs. The Employer submits that Bargaining Agents should bring call centre specific training-related issues to Departmental Labour-Management consultation committees for discussion as needed.

Call monitoring and discipline

The Employer's proposal at paragraphs 59.03 a) and b) seeks to clarify the original intent of the provisions, being that while call monitoring is intended to improve performance, it does not prevent management from addressing misconduct should it occur during a call monitoring exercise. The Employer has a duty to act and address situations of culpable behaviour. Call monitoring could be used as evidence when there has been an observed incident of misconduct.

Had the parties contemplated the possibility to prevent call monitoring from being used for disciplinary purposes or any other purposes, they would not have used the word "intended to improve performance" but rather would have used "shall only be used to improve performance".

In other parts of any organization, if a Manager or Supervisor observe an employee interacting inappropriately with a client (e.g., in-person interaction), they would have a duty to take appropriate action and address the issue through progressive discipline as appropriate. This should not be different in the situation where a Manager or Supervisor, as part of regular call monitoring, observes an inappropriate interaction over the telephone.

For all of these reasons, the Employer is opposed to the new language being proposed by the Bargaining Agent and asks that the Commission only include the Employer's proposals in its report.

Article 61 – Correctional service specific duty allowance**Union Proposal**

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

Remarks**Increase Allowance by the Applicable General Economic Increase**

The Bargaining Agent has a proposal to increase the Correctional Service Specific Duty Allowance by the applicable general economic increase in each year of the collective agreement.

The Employer is not in agreement with this change as it is not substantiated.

The Employer submits that introducing the notion of an automatic increase would impact the opportunity for the parties to reassess the need and the appropriate value for the allowance in each round. It would also place the PA group ahead when comparing with all other groups in the CPA and the Employer is not interested in creating such a precedent.

This change would represent an important cost for the Employer, \$1.4M or 0.02% of the PA wage base.

As such, the Employer requests that the Commission not include the Bargaining Agent's proposal in its report.

Article 64 – Part-time employees**Union Proposal**

64.08 Subject to paragraph 25.23(d), when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 30.02, the employee shall be paid at **double** time **(2)** ~~and one half (1 1/2)~~ of the straight-time rate of pay for all hours worked ~~up to seven decimal five (7.5) hours and double (2) time thereafter.~~

Remarks**All overtime paid at double time (clause 64.08)**

As indicated earlier, the Bargaining Agent is proposing that all overtime shall be compensated at double time (2x). This demand is replicated at clause 28.05 (overtime compensation on a workday) and clause 30.08 (designated paid holidays).

For part-time employees specifically, the Bargaining Agent is proposing to increase the quantum for the premium paid to part-time employees for work on a designated paid holiday from time and one-half (1.5X) to 2x, effectively making it a triple time day paid when worked (value of the day, plus 2x compensation for time worked).

The Employer submits that agreeing to such a change (paying all overtime at double time) would have a significant financial impact – over \$52,7M (0.63% of the wage base) for the PA group - and would exceed the provisions contained in other CPA collective agreements, without justification. As such, it would set a precedent and create horizontal pressure across the CPA and separate agencies.

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

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

New Article – Parole Officer Caseload**Union Proposal**

XX. 01 The parties agree that the following provisions shall apply to employees in the WP classification working as Parole Officers with the Correctional Service of Canada:

Institutions

- a. Parole Officers working as Intake Assessment Officers shall have a maximum caseload of eight (8) offenders at any given time. Such caseload shall be comprised entirely of offenders awaiting intake or post-assessment transfer. The Intake Assessment Officers shall have six (6) working days to finalize each individual file.
- b. Parole Officers assigned to the Structured Intervention Units (SIU) shall have a maximum caseload of eight (8) offenders at any given time.
- c. Parole Officers working with offenders in maximum security institutions shall have a maximum caseload of twenty- five (25) offenders at any given time.
- d. Parole Officers working in medium security institutions shall have a maximum caseload of twenty-three (23) offenders at any given time.
- e. Parole Offices working in minimum security institutions shall have a maximum caseload of twenty (20) offenders at any given time.
- f. Parole Officers working in multi-level institutions shall normally be assigned to offender files at a single security level. Should a Parole Officer be assigned to offenders at multiple levels due to operational requirements. the caseload for the lowest security level shall apply.

Community Correctional Centres

- a. Parole Officers working in Community Correctional Centres shall have a maximum caseload of eight (8) offenders at any given time.

Community Parole Offices

- a. Parole Officers working in Community Parole Offices shall have their caseloads adjusted monthly in accordance with the assessed needs of offenders, so that a Parole Officer has a maximum of thirty (30) Frequency of Contacts (FOC) with offenders per month.

XX.02 Parole Officers shall not be required to write more than two (2) Community Assessment Reports per month.

XX.03 Should a Parole Officer be assigned to a caseload above the maximum thresholds outlined above, the Parole Officer shall be paid a per diem of \$75 per day for each additional file, except in cases where the Parole Officer is covering absences due to annual leave or training.

XX.04 Whenever the caseload or contact ratios above are exceeded, the Employer shall approve the Parole Officer's requests for overtime in order to meet their statutory and FOC obligations.

Remarks

The Bargaining Agent is proposing to include several prescriptive measures that would serve to impose thresholds to control the workload assignment of parole officers within Correctional Service Canada, and that would also impose a financial penalty on the Employer in the amount of \$75 a day per file should a parole officer's caseload assignment exceed these proposed limits.

The Employer submits that it would be extremely inappropriate for the parties to negotiate and include such operational provisions in the collective agreement, as it would severely limit the Employer's ability to assign caseload to parole officers based on operational requirements, which is a managerial prerogative under s. 7 of the *Federal Public Sector Labour Relations Act*.

It should also be noted that caseload assignment is not solely based on the number of cases per officer. Case management is an inherent part of the duties of a WP parole officer.

The Bargaining Agent would be best served if this issue was discussed directly with the department.

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

New Article – Indigenous language allowance**Union proposal**

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

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

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

Remarks**New allowance**

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

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

While the work of the joint committee is advancing, the parties haven't yet finalized their report.

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

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

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

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

New Article – Term employees

Union Proposal
<p>a. The Employer's directive on term employees contained in the <i>Policy on People Management</i> and in the <i>Directive on Term Employees</i> shall form part of this Agreement.</p> <p>b. The Employer shall not unreasonably exclude periods of specified term employment from the calculation of the cumulative working period used to determine when a term employee shall be converted to indeterminate status.</p> <p>c. The Employer shall not release and rehire a term employee as a means of generating a break in service longer than sixty (60) consecutive calendar days and avoiding the conversion to indeterminate status.</p>

Remarks

The Bargaining Agent is proposing to introduce a new article that would enshrine the Employer's [Policy on People Management](#) (Exhibit 20) as it relates to term employment as well as the [Directive on Term Employment](#) (Exhibit 21) into the PA collective agreement, including specific provisions relating to the conversion of term employees to indeterminate status.

This proposal would fundamentally alter the Employer's authority to manage its operations while honoring its obligation to ensure the consistent and fair administration of term employment in the core public administration.

Jurisdictional concerns

The proposal deals with the processes and procedures for term employees to be appointed and/or deployed to different positions, conditions related to the conversion of term employees to indeterminate status and the renewal or nonrenewal their term employment. These are terms or conditions of employment established under the *Public Service Employment Act* (PSEA).

The Employer submits that the Bargaining Agent's proposal should not be subject to collective bargaining and should not be addressed by the Commission in its report, pursuant to sections 113 and 177 of the [Federal Public Service Labour Relations](#) (FPSLRA) (Exhibit 22):

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

(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](#);

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

(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

Remarks on the substance of a New Article on Term Employees

Alternatively, should the Commission retain jurisdiction on this Bargaining Agent demand, the Employer submits that Employer policies, such as the [Policy on People Management](#) (Exhibit 20) and the [Directive on Term Employment](#) (Exhibit 21) already address term employment and include provisions regarding the rollover from term to indeterminate status.

The Employer does not wish to enshrine existing legislative framework related to this topic in collective agreements nor to create separate framework in collective agreements that departs from the one that already exists.

In light of the above, the Employer respectfully submits that this Commission does not have the jurisdiction to address this proposal in its report and requests that the Commission not include the Bargaining Agent's proposals in its report.

Article 66 – Pay administration**Union Proposal****66.07**

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

Remarks**Acting Pay – Paragraphs 66.07 a) and c)**

The Bargaining Agent is seeking various changes to the current administration of acting pay. Clause 66.07 a) deals with the elimination of the 3 consecutive day qualifying period for acting pay, and new clause 66.07 c) proposes cumulative acting periods to determine the next increment for acting pay.

The Employer submits that the current provisions are consistent with the majority of other collective agreements in the CPA. Changes of this nature (the elimination of the qualifying period and the tracking of cumulative periods of acting) would introduce a significant strain on the administration of pay across departments and would complicate the payroll system at a time when the Employer is seeking opportunities to simplify the administration of pay.

The Bargaining agent proposed similar changes during the last round at the PSAC Common Issues Table but has not provided any new information to justify the reintroduction of its proposal in this round.

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

Appendix A-1 – Annual Rates of Pay**Employer proposal****Rates of Pay: New PA Occupational Groups and Levels****PA-PDM: Program Development and Administration Group Annual rates of pay (in dollars)**

	Step 1	Step 2	Step 3	Step 4	Step 5
PDM-1	63,147	65,547	68,035	70,622	
PDM-2	70,803	73,281	75,845	78,500	
PDM-3	\$79,793	\$82,586	\$85,476	\$88,724	\$92,412
PDM-4	\$92,436	\$95,209	\$98,828	\$102,712	
PDM-5	\$100,220	\$104,033	\$107,980	\$111,226	\$114,592
PDM-6	Range				\$103,483 to \$121,804

PA-PVO: Program and Services Operations Group Annual rates of pay (in dollars)

	Step 1	Step 2	Step 3	Step 4	Step 5
PVO-1	\$44,750	\$45,869	\$47,071	\$48,274	\$49,478
PVO-2	\$49,533	\$50,821	\$52,171	\$53,518	\$54,857
PVO-3	\$54,878	\$56,965	\$59,129	\$61,379	
PVO-4	\$59,371	\$61,152	\$63,474	\$65,887	
PVO-5	\$63,638	\$65,547	\$68,035	\$70,622	
PVO-6	\$71,599	\$74,319	\$77,368		

PA-CMN: Communications Group Annual rates of pay (in dollars)

	Step 1	Step 2	Step 3	Step 4	Step 5
CMN-1	\$61,152	\$63,474	\$65,887		
CMN-2	\$68,409	\$70,803	\$73,281	\$75,845	\$78,500
CMN-3	\$79,793	\$82,586	\$85,476	\$88,724	\$92,412

CMN-4	\$92,436	\$95,209	\$98,828	\$102,712	
CMN-5	\$100,220	\$104,033	\$107,980	\$111,226	\$114,592

PA-EAA: Executive Administrative Assistant Group Annual rates of pay (in dollars)

	Step 1	Step 2	Step 3	Step 4
EAA-1	\$54,878	\$56,965	\$59,129	\$61,379
EAA-2	\$61,152	\$63,474	\$65,887	
EAA-3	\$65,547	\$68,035	\$70,622	
EAA-4	\$71,599	\$74,319	\$77,368	

PA-RHB: Rehabilitation and Reintegration Group Annual rates of pay (in dollars)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
RHB-1	\$61,318	\$63,771	\$66,225	\$68,675	\$71,128	\$73,583	\$76,527	\$79,589
RHB-2	\$69,294	\$72,069	\$74,832	\$77,596	\$80,356	\$83,570	\$86,915	\$91,732
RHB-3	\$83,013	\$86,333	\$89,670	\$93,005	\$96,337	\$100,194	\$104,200	
RHB-4	\$99,026	\$103,338	\$107,648	\$111,960	\$116,437	\$121,098		

Remarks

The Employer has tabled a proposal at Appendix A-1 containing the new proposed pay lines to support the PA conversion exercise. The Employer's proposal represents an estimated cost of \$30.3M or 0.36% of the PA wage base upon conversion.

These proposed pay lines have been constructed using the current PA rates of pay (which came into effect on June 21, 2020) for illustrative purposes. Upon conversion any negotiated increases to pay, as agreed to by the parties through collective bargaining, would be applied to these rates.

A high-level summary, which outlines the levels within each new PA sub-group to which the majority of the legacy PA sub-groups and levels are expected to convert, can be found at Exhibit 43.

In the last round of negotiations (2018), TBS and the PSAC signed *Appendix G, Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Occupational Group Structure Review and Classification Reform* which renews the Employer's commitment to meaningfully consult on the implementation of the restructured PA occupational group, with the objective of negotiating new pay lines in the current round of negotiations.

To this end, the Employer has included proposals at:

- Appendix A-1: Annual Rates of Pay; and
- Appendix A-2: Pay Notes.

The PA group modernization is part of the broader Public Service-wide effort to modernize occupational group structures and classification tools to:

- augment strategic human resources and programs for a modern public service and the future of work;
- facilitate the development and management of effective processes and tools; and
- support departments with organizational design and recruitment and retention.

The conversion of the PA group involves the restructuring of the PA group by reducing its nine (9) legacy sub-groups to five (5) new sub-groups, as follows:

- Program Development and Administration (PA-PDM)
- Program and Service Operations (PA-PVO)
- Executive Administrative Assistant (PA-EAA)
- Communications (PA-CMN)
- Rehabilitation and Reintegration (PA-RHB)

It is the Employer's position that in order to realize the full benefit of the classification modernization efforts, it is critical for the parties to address significant structural deficiencies in the existing legacy pay lines and develop and negotiate new pay structures that align with the business and workforce management requirements of the future of this work. The PA conversion provides a unique opportunity to address these issues, more specifically:

- Create longer ranges of pay to support meaningful growth and progression of knowledge and competency in jobs;
- Create fair and competitive rates that reflect true recruitment and fully functional job rates for each level of work; and,
- Ensure the overall pay structures are appropriately aligned for meaningful career development and promotion, including across sub-groups as appropriate.

The review of the PA OGS has involved detailed data analysis, information gathering with organizations, consultation with key stakeholders, including the PSAC, reporting and validation with governance committees, development of new occupational sub-groups, definitions and companion tailored job evaluation tools, and testing to validate all program components and results.

As part of this classification renewal exercise departments are in the process of evaluating all PA group positions using the new job evaluation standard that was approved by the Treasury Board on August 13, 2018 (Exhibit 44).

Notification process to employees

Employees will be informed by their department of the proposed classification (sub-group and level) of their substantive position upon conversion through a first notification called the Advance Personal Notification (APN).

This will be followed by a second notification called the Official Personal Notification (OPN). This notification will identify the date the new classification will be applied to the employee's position (i.e., conversion date). This notification will also identify the rate of pay of the employee's converted position and provide information on their recourse/grievance rights.

Pay impacts of conversion

The objective of the PA modernization exercise is to recognize the value of work appropriately and fairly across all PA sub-groups and provide competitive pay structures to reflect the relative value of work, competitive recruitment and maximum rates, and support career progression with aligned overall pay structures.

The goal of a conversion exercise is not to give broad-based pay increases.

Upon conversion, employees will be paid at the rate of pay that is closest to, but not less than rate on the "From" line of the new PA group pay scale, based on their new PA level as indicated in their individual "OPN".

The Employer expects that while most employees will not see a change in the relative value of their jobs, some small pockets of work will see upward job evaluation that will result in pay increases on conversion and other small pockets of work will see a downward job evaluation that will result in salary protection on conversion.

This means that some employees will see a small change to pay on conversion based on the technical structuring of the new pay line steps.

The Treasury Board President has the authority to set the conversion date based on systems and departmental readiness for conversion and the successful negotiation of new compensation structures (i.e., new pay lines) with the PSAC, which represents the PA group.

The Employer respectfully requests that the Commission include this proposal in its report.

Appendix A-2 – Pay Notes**Employer proposal**

The Employer wishes to discuss.

Remarks

The Employer is tabling a placeholder at Appendix A-2 for the parties to discuss the pay notes once an agreement has been reached between the parties on the new pay lines for the new PA occupational groups and levels (proposed at Appendix A-1).

New allowance - Case Managers at Veterans Affairs in the WP Classification

Union proposal
<ul style="list-style-type: none"> • Annual allowance of \$2000.00 • The allowance shall be increased by the applicable general economic increase in each year of the collective agreement.

Remarks

New allowance

The Bargaining Agent has proposed a new allowance for Case Managers at Veterans Affairs Canada for employees in the Welfare Programmes (WP) Classification. The cost of this proposal is estimated at \$1,47M or 0.02% of the PA wage base.

The Employer submits that this proposal is not substantiated. Case Managers are WP-04 employees and inherent to their work description, as a working condition, is the potential of being “exposed to stress related to dealing with confrontational and potentially dangerous situations, the requirement to diffuse/resolve contentious issues or clients in crises (including suicide interventions); and to being exposed to the re-telling of traumatic events and/or clients experiencing illness, emotional distress or end of life events (potentially causing desensitization or vicarious traumatization)” (Exhibit 45).

Through the classification of their position, Case Managers are adequately compensated for the work they are required to perform. It is also to be noted that not all cases are deemed complex or heavy.

Case Managers are qualified professionals in social and psychological intervention fields. These are largely psychologists and social workers. They have extensive training in supporting clients who may be suffering from mental health problems.

In addition, upon hire, all new Case Managers must complete a 12-week National Orientation and Training Program. The program includes training with regards to mental health such as:

- A course on Introduction to mental health orientation and training
- Guidelines for Working with Veterans Who Feel Anger
- Suicide Awareness and Intervention Protocol

Case Managers also have access to several resources that provide day-to-day support. This includes having access to a debriefing session as soon as they finish a difficult

conversation. These employees have access to a team of professionals, in addition to their immediate colleagues, which includes:

- An Interdisciplinary team, composed of doctors, nurses and occupational therapists;
- Standards Training and Evaluation Officers; and
- Case Management Practice Consultants.

There are also no recruitment or retention issues with this particular group of positions that would warrant an allowance.

The Employer is also not in agreement to attaching any increases to allowances (new or existing) to the general economic increase.

For these reasons, the Employer respectfully requests that the Commission not include this proposal in its report.

New allowance - All employees outside of Correctional Service of Canada who work in an environment where there is the possibility of in-person interaction with inmates, offenders.

Union proposal
<ul style="list-style-type: none">• Annual allowance of \$1750.00• The allowance shall be increased by the applicable general economic increase in each year of the collective agreement.

Remarks

New allowance

The Bargaining Agent has a proposal for a new allowance for all employees outside of Correctional Service of Canada (CSC) who work in an environment where there is the possibility of in-person interaction with inmates, offenders.

Considering the fact that an offender generally does not have to identify themselves as such when they are dealing with other government departments, the Employer is at a loss to understand how this proposed new allowance could be applied. Just as equally important, the Bargaining Agent has not provided a rationale to explain what this new allowance would serve to recognize/compensate.

Given the lack of details/criteria provided by the Bargaining Agent's in support of this proposal, and also given that "interaction" may have a broad meaning, the allowance could be payable to any person who come in contact with an inmate or offender, regardless of the duration of the contact or the nature of the interactions. This proposal, on its face, seems unreasonable.

In addition, this new allowance is likely to create an administrative burden as constant communication would be required between departments and CSC to confirm eligibility for the allowance.

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

For all the reasons explained above, the Employer respectfully requests that the Commission not include this proposal in its report.

**Appendix B – Memorandum of Agreement Respecting Sessional Leave for
Certain Employees of the Translation Bureau**

Union proposal
<i>Renew</i>
Employer proposal
<i>The Employer wishes to discuss this Appendix.</i>
Employer movement
<i>Renew</i>

Remarks

The Employer initially tabled a proposal to discuss Appendix B but in the spirit of advancing negotiations, the Employer would be prepared to renew this Appendix **in the context of a negotiated settlement.**

The Employer therefore requests that the Commission recommend the renewal of this Article in its report.

Appendix G – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Occupational Group Structure Review and Classification Reform

Union proposal
<i>Renew</i>
Employer proposal
<i>The Employer wishes to discuss this Appendix.</i>

Remarks

Appendix G confirms the Employer's commitment to continue to meaningfully consult with the Alliance on implementation (i.e., conversion) of the restructured PA Occupational Group, with an objective of negotiating new pay lines for the new job evaluation standards in the subsequent collective agreement.

The conversion of the PA group involves the restructuring of the PA group by reducing its nine (9) legacy sub-groups to five (5) new sub-groups.

Since 2019, our TBS Classification representatives have met / consulted with PSAC representatives on a regular basis with regards to this undertaking and they will continue to do so in the coming months. The Employer will seek to delete Appendix G once the new pay lines have been successfully negotiated by the parties.

The Employer tabled a proposal on new pay lines in this brief, which can be found in part IV, under Appendix A-1.

Appendix I – Letter of Understanding Between the Treasury Board and the Public Service Alliance of Canada with respect to the Transformation of Pay Administration Initiative

Union proposal
Renew
Employer proposal
<p>Appendix I</p> <p>Letter of Understanding Between the Treasury Board and the Public Service Alliance of Canada With respect to the transformation of pay administration initiative</p> <p>This letter is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administrative Services bargaining unit.</p> <p>The Employer is committed to engaging in meaningful consultation with the Alliance regarding the implementation of the Transformation of Pay Administration Initiative (TPA) with a view to minimizing adverse effects on employees.</p> <p>The parties further agree to meet within sixty (60) days of the signing date of this agreement.</p>

Remarks

The Employer has a proposal to delete Appendix I from the collective agreement, which refers to the “Transformation of Pay Administration” initiative.

In 2009, the Government of Canada approved the “Transformation of Pay Administration (TPA)” initiative to modernize how employees were paid. The initiative involved the consolidation of compensation advisor positions from 46 departments to the Public Service Pay Centre in Miramichi, New Brunswick and the implementation of a new pay software, known as Phoenix, across government.

The TPA initiative was an initiative defined in time which had a specific purpose as just described. Through the initiative, a Transformation of Pay (TPA) Union Management Committee (TPAUMC) was created through which meaningful consultations with a view to minimizing adverse effects on employees have taken place. The committee met at least quarterly from 2011 to the end of 2015.

Given the above, the Employer submits commitments under Appendix I were fulfilled and consequently, Appendix I should be deleted from the collective agreement.

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

Appendix J – Memorandum of Understanding Between the Treasury Board (hereinafter called the Employer) and the Public Service Alliance of Canada (hereinafter called the Alliance) in Respect of the Program and Administrative Services Group: Compensation Advisor Retention Allowance

Union Proposal

Memorandum of Understanding Between the Treasury Board (hereinafter called the Employer) and the Public Service Alliance of Canada (hereinafter called the Alliance) in Respect of the Program and Administrative Services Group: ~~Compensation Advisor~~ Retention Allowance for Employees Working in Compensation Operations

1. In an effort to increase retention of all ~~compensation advisors and~~ employees working in compensation operations ~~at Public Service and Procurement Canada or departments not serviced by the Pay Centre~~ who perform work directly related to compensation operations, including processing transactions, at the CR-05, AS01, AS02, AS03 or AS04 group and levels, the Employer will provide a "retention allowance" for the performance of compensation duties in the following amount and subject to the following conditions:

- a. Effective according to the dates determined by subparagraph 2) a) ii) of Appendix F, employees falling into the categories listed above shall be eligible to receive an allowance to be paid biweekly;
- b. The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eighty-eight (260.88);

Retention allowance

Annual	Daily
\$4500 \$3,500	\$17.25 \$13.42

- c. **The allowance shall be increased by the applicable general economic increase in each year of the collective agreement.**
- d. The retention allowance specified above does not form part of an employee's salary;
- e. The retention allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under Article 38 and 40 of this collective agreement;
- f. Subject to (f) below, the amount of the retention allowance payable is that amount specified in paragraph 1(b) for the level prescribed in the certificate of appointment of the employee's CR-05, AS01, AS02, AS03 or AS-04 position. ~~Compensation Advisors at the AS-01, AS-02 and AS-03 levels working in departments serviced by the Pay Centre who were receiving the \$2,500 allowance under the previous collective agreement and who are not entitled to~~

~~the \$3,500 allowance under the current agreement will continue to receive an annual allowance of \$2,500 (\$9.58 daily);~~

- g. When a compensation advisor or employee as defined in clause 1 above is required by the Employer to perform duties of a classification level that does not have a retention allowance, the retention allowance shall not be payable for the period during which the employee performs the duties.
2. A part-time employee receiving the allowance shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.
 3. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.
 4. This memorandum of understanding expires with the signing of a new collective agreement.

Signed at Ottawa, this 9th day of the month of July 2020.

Employer movement

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.

1. In an effort to increase retention of all compensation advisors and employees working in compensation operations at Public Service and Procurement Canada or departments not serviced by the Pay Centre who perform work directly related to compensation operations, including processing transactions, at the CR-05, AS-01, AS-02, AS-03 or AS-04 group and levels, the Employer will provide a “retention allowance” for the performance of compensation duties in the following amount and subject to the following conditions **outlined in this appendix:**

Retention allowance

Annual	Daily
\$3,500 \$3,742	\$13.42 \$14.34

2. **Subject to the conditions outlined in this appendix, the Employer will provide a “retention allowance” in the following amount to employees performing duties as Compensation Advisors at the AS-01, AS-02 and AS-03 group and levels in departments serviced by the Pay Centre:**

Retention allowance

Annual	Daily
\$2,673	\$10.25

3. **The payment of the retention allowance is subject to the following conditions:**

- a. Effective according to the dates determined by **clause 68.02 a) i) subparagraph 2) a) ii) of Appendix F**, employees falling into the categories listed ~~above in clauses 1 and 2~~ shall be eligible to receive an allowance to be paid biweekly;
- b. The employee shall be paid the **applicable** daily amount shown **in this appendix below** for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount ~~set out below~~ divided by two hundred and sixty decimal eighty-eight (260.88);

Retention allowance

Annual	Daily
\$3,500	\$13.42

- c. The retention allowance ~~specified above~~ does not form part of an employee's salary;
 - d. The retention allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under Article 38 and 40 of this collective agreement;
 - e. Subject to **paragraph (f)** below, the amount of the retention allowance payable is that amount specified in ~~paragraph 1(b)~~ **either clause 1 or 2** for the level prescribed in the certificate of appointment of the employee's CR-05, AS-01, AS-02, AS-03 or AS-04 position. ~~Compensation Advisors at the AS-01, AS-02 and AS-03 levels working in departments serviced by the Pay Centre who were receiving the \$2,500 allowance under the previous collective agreement and who are not entitled to the \$3,500 allowance under the current agreement will continue to receive an annual allowance of \$2,500 (\$9.58 daily);~~
 - f. When a compensation advisor or employee as defined in clauses **1 or 2** above is required by the Employer to perform duties of a classification level that does not have a retention allowance, the retention allowance shall not be payable for the period during which the employee performs the duties.
4. ~~2.~~ A **part-time** employee receiving the allowance shall be paid the daily amount shown **in either clause 1 or 2** above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.
 5. ~~3.~~ An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.
 6. ~~4.~~ This memorandum of understanding expires with the signing of a new collective agreement.

Signed at Ottawa, this ~~XX9~~th day of the month of ~~July 2020~~ **MONTH YEAR**.

Remarks

In the last round, the parties negotiated an increase to the Compensation Advisor Allowance from \$2,500 to \$3,500 for those employees working at the Pay Centre/working in departments not serviced by the Pay Centre. This was in recognition of the retention issues experienced specifically by PSPC and those departments that are not serviced by the pay center, which have the mandate for processing pay transactions.

The parties also negotiated an increase to the eligibility for compensation advisors working in departments serviced by the Pay Centre (lower allowance) to continue to recognize the need to retain employees working in compensation in these organizations.

The Bargaining Agent is seeking a number of changes to this allowance, including:

- increasing the amount of the allowance to from \$3,500 to \$4,500 for all employees working in compensation regardless of where they work,
- expanding the allowance to employees at the CR-05 and AS-04 levels who work in departments serviced by the Pay Centre, and
- further increasing the allowance by the applicable general economic increase in each year of the collective agreement.

With consideration to the Bargaining Agent's current general economic demand of 4.5% per year over three years, this demand is conservatively costed at \$5,816,344 or 0.07% of the PA wage base.

In response to the Bargaining Agent's demand, the Employer is proposing to increase the current two retention allowances as follows:

- From \$3,500 (\$13.42 daily) to up to \$3,742 (\$14.34 daily) for Compensation Advisors and employees working in compensation operations at Public Service and Procurement Canada or departments not serviced by the Pay Centre who perform work directly related to compensation operations, including processing transactions, at the CR-05 and AS-01 to AS-04 groups and levels; and
- From \$2500 (\$9.58 daily) to up to \$2,673 (\$10.25 daily) for Compensation Advisors at the AS-01 to AS-03 levels in departments service by the Pay Centre.

These proposed increases take into consideration the general economic increases tabled by the Employer at the PSAC Common issues Table in late March 2022.

PSPC, who is the primary employer of compensation advisors and has the mandate as a pay processing department, supports maintaining these two allowances in order to continue to recognize the need to retain employees working in compensation and maintaining the rates at different levels in order to keep PSPC best positioned to compete with other organizations in attracting competent individuals and retaining existing staff.

To be clear, the Employer would agree, **in the context of a negotiated settlement**, to extend this MOU and the allowances rather than it expiring as of the date of the signing of the new collective agreement as per section 4 of the MOU.

In addition to the proposed increases to the two retention allowances, the Employer proposes various language amendments for clarification purposes (many interpretation requests were received from departments since the signing of the collective agreement which have demonstrated a need to clarify the current language).

Increase Allowance by the Applicable General Economic Increase

The Bargaining Agent has a proposal to increase the Compensation Advisor Retention Allowance by the applicable general economic increase in each year of the collective agreement.

The Employer is not in agreement with this change as it is not substantiated.

The Employer submits that introducing the notion of an automatic increase would impact the opportunity for the parties to reassess the need and the appropriate value for the allowance in each round. It would also place the PA group ahead when comparing with all other groups in the CPA and the Employer is not interested in creating such a precedent.

Paragraph 1 a) (3 a) in Employer's counter proposal)

The Employer is proposing this change to align with the proposal on the implementation of the collective agreement, recently tabled at the Common Issues Table.

The Employer would be open to the Employer proposed above-noted improvements **in the context of a negotiated settlement**. These would be the only improvements we would foresee to this article.

Appendix L - Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement)

Union proposal
Renew.

Remarks

The Bargaining Agent has a proposal to renew Appendix L.

The Employer is in agreement with this proposal and therefore requests that the Commission recommend the renewal of this Article in its report.

Appendix O – Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with the Respect of Employees in the Programme Administration (PM) Group Working as Fishery Officers

Union Proposal

1. The Employer will provide an annual allowance to incumbents of Programme Administration (PM) Group positions at the PM-05 to PM-06 levels for the performance of their duties as Fishery Officers.
2. The parties agree that PM employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
 - a. Effective according to the dates determined by subparagraph 2) a) ii) of Appendix F, employees falling into the categories listed below shall be eligible to receive an allowance to be paid biweekly;
 - b. The allowance shall be paid in accordance with the following table:

Annual allowance: Programme Administration (PM)	
Positions	Annual allowance
PM-05	\$3,534
PM-06	\$3,534

- c. **The allowance shall be increased by the applicable general economic increase in each year of the collective agreement.**
 - d. The allowance specified above does not form part of an employee's salary.
3. An employee in a position outlined above shall be paid the annual allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
4. Part-time employees shall be entitled to the allowance on a pro-rata basis.
5. This memorandum of understanding expires on June 20, ~~2024~~ **2024**.

Remarks

Increase Allowance by the Applicable General Economic Increase

The Bargaining Agent has a proposal to increase the allowance paid to incumbents of Programme Administration (PM) Group positions at the PM-05 to PM-06 levels for the performance of their duties as Fishery Officers by the applicable general economic increase in each year of the collective agreement.

The Employer is not in agreement with this change as it is not substantiated.

The Employer submits that introducing the notion of an automatic increase would impact the opportunity for the parties to reassess the need and the appropriate value for the allowance in each round. It would also place the PA group ahead when comparing

with all other groups in the CPA and the Employer is not interested in creating such a precedent.

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

Appendix P – Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Indigenous Languages

Union Proposal

RESERVE MAINTAINED, as it is not yet clear when the work of the Joint Committee on Indigenous Languages will be completed.

Remarks

The Employer proposes that the current Appendix be deleted upon completion of the commitments. While the work of the joint committee is advancing, the parties haven't yet finalized their report.

Appendix Q – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Welfare Programmes (WP) Group Working as Parole Officers and Parole Officer Supervisors

Union Proposal

1. The Employer will provide an allowance to incumbents of Welfare Programmes (WP) Group positions at the WP-04 level working as a Parole Officer and WP-05 level working as a Parole Officer Supervisors or Parole Officer Managers at Correctional Services Canada (CSC).
2. The parties agree that WP employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:

- a. Effective according to the dates determined by subparagraph 2) a) ii) of Appendix F, employees falling into the categories listed below shall be eligible to receive an allowance to be paid biweekly;
- b. The allowance shall be paid in accordance with the following table:

Annual allowance: Welfare Programmes (WP)	
Positions	Annual allowance
WP-04	\$7000 \$2,000
WP-05	\$7000 \$2,000

- c. **The allowance shall be increased by the applicable general economic increase in each year of the collective agreement.**
 - d. The allowance specified above does not form part of an employee's salary.
- ~~3. An employee in a position outlined above shall be paid the annual allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.~~
4. Part-time employees shall be entitled to the allowance on a pro-rata basis.
 5. This memorandum of understanding expires on June 20, **2024** ~~2021~~.

Employer movement

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.

(...)

2. The parties agree that WP employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
 - a. Effective according to the dates determined by **clause 68.02 a) i) subparagraph 2) a) ii) of Appendix F**, employees falling into the categories listed below shall be eligible to receive an allowance to be paid biweekly;

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

Annual allowance: Welfare Programmes (WP)

Positions	Annual allowance
WP-04	\$2,000 \$2,138
WP-05	\$2,000 \$2,138

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

(...)

5. This memorandum of understanding expires on June 20, ~~2024~~ **2025**.

Remarks

Increase to the allowance

The Bargaining Agent has a proposal to increase the allowance paid to incumbents of Welfare Programmes (WP) Group positions at the WP-04 level working as a Parole Officer and WP-05 level working as a Parole Officer Supervisors or Parole Officer Managers at Correctional Services Canada (CSC) from \$2,000 to \$7,000. The overall cost of this demand is estimated at \$9.1M or 0.11% of the PA wage base.

The parties negotiated this new \$2000 annual allowance WP-04 Parole Officers and WP-05 Parole Officers Supervisors in the last round.

In response to the Bargaining Agent's demand, the Employer is proposing to increase the allowance from \$2,000 to \$2,138. This proposed increase takes into consideration the general economic increases tabled by the Employer at the PSAC Common Table in late March 2022.

Increase Allowance by the Applicable General Economic Increase

The Bargaining Agent also has a proposal to increase the allowance by the applicable general economic increase in each year of the collective agreement.

The Employer is not in agreement with this change as it is not substantiated.

The Employer submits that introducing the notion of an automatic increase would impact the opportunity for the parties to reassess the need and the appropriate value for the allowance in each round. It would also place the PA group ahead when comparing with all other groups in the CPA and the Employer is not interested in creating such a precedent.

Removal of the 75-hour eligibility criteria

The Bargaining Agent has a proposal to remove the eligibility criteria that requires employees to receive at least seventy-five (75) hours' pay to be paid the allowance.

The Bargaining Agent did not provide evidence in support of this proposal. The Employer does not see a need or reason to remove the eligibility criteria at this time.

Paragraph 2 a)

The Employer is proposing this change to align with the proposal on the implementation of the collective agreement, recently tabled at the Common Issues Table.

For all the reasons indicated above, especially given the recent introduction of this allowance, the Employer considers its counter proposal to be reasonable and would be open to this amendment **in the context of a negotiated settlement**. This would be the only improvement we would foresee to this article.

Appendix R – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to a Joint Study on Support Mechanisms for Employees

Union Proposal
RESERVE
Employer Proposal
<i>The Employer proposes that this Appendix be deleted upon completion of the joint study.</i>

Remarks

The Employer proposes that the current Appendix be deleted upon completion of the joint study. While the work of the joint committee is advancing, the parties haven't yet finalized their study.

New Appendix S – Occupational Group Structure Review

Union proposal
<p>Public Service Alliance of Canada in respect of employees in the Program Administration Bargaining unit.</p> <p>The Employer is committed to complete and finalize the review and redesign of the Program Administration occupational group structure (OGS), including the development of job evaluation standards for the PA Occupational Group.</p> <p>The parties agree that the job evaluation standards are to be consistent with the application of gender-neutral job evaluation principles and practices and will follow the requirements under the Canadian Human Rights Act, or subsequent pay equity legislation applicable to employees in the federal public service.</p> <p>The Employer is committed to engaging in meaningful consultation with the Alliance. Meaningful consultation on Classification Reform will include consultation with the Alliance on the development of job evaluation standards which reflect and evaluate, in a gender-neutral manner, the work performed by employees in the PA Occupational Group.</p> <p>The Employer agrees to pay to all employees in the bargaining unit, a pensionable lump sum payment of two hundred and fifty dollars (\$250) per month for all months from October 1, 2022 onwards until the completion of the new job evaluation standards and the negotiation of new wage rates as set out below.</p> <p>The Alliance agrees to meet with the Employer to negotiate the new pay rates and rules affecting the pay of employees on their movement to the new pay lines.</p>

Remarks

The Employer is not in agreement with the Bargaining Agent's proposal and is not prepared to agree to a penalty payment. Classification is the purview of the Employer and is a means for the Employer to organize work to meet objectives.

The Treasury Board President has the authority to set the conversion date based on systems and departmental readiness for conversion and will exercise prudence in this determination. The Employer submits that there is no justification for a monetary penalty tied to the decision-making process.

With regards to this particular demand, the Employer does not understand what Bargaining Agent is trying to achieve. Given that the new job evaluation standard for the PA group has already been developed and was approved in 2018 – this \$250 penalty

payment would therefore be linked to the negotiation of new wage rates and pay rules, and as this is a process that is subject to reaching agreement with the Bargaining Agent, it is very difficult to have predictable timelines.

The Employer sees an inherent conflict of interest for the Bargaining Agent to seek a monetary penalty based on progress related to negotiations (i.e., the negotiation of new wage rates).

The Employer has included in this brief its proposal on new pay lines for the new five (5) sub-groups for the PA group (see Part IV, Appendix A-1) and is ready to negotiate the new pay rates and rules affecting the pay of employees on their movement to the new pay lines.

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

Part V – Program and Administrative Services (PA) Group Definition

Program and Administrative Services (PA) Group Definition

The Program and Administrative Services Group comprises positions that are primarily involved in the planning, development, delivery or management of administrative and federal government policies, programs, services or other activities directed to the public or to the Public Service.

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 provision of administrative services, including adapting, modifying or devising methods and procedures, in support of Public Service policies, programs, services or other activities, such as those dealing with administrative, financial, human resources, purchasing, scientific or technical fields, including:
 - a. the operation, scheduling or controlling of the operations of electronic equipment used in the processing of data for the purpose of reporting, storing, extracting and comparing information or for solving formulated problems according to prescribed plans;
 - b. the operation, routine servicing and minor repair of a variety of cryptographic, facsimile, electronic mail and associated communications equipment in preparing, receiving, transmitting, and relaying messages; and the performance of related activities including recording receipt and dispatch times of traffic, priority allocation and distribution of message copies that require special knowledge of communication procedures, format, schedules, message traffic routes and equipment operation;
 - c. the operation of bookkeeping, calculating, duplicating and mailing service or microphotography equipment to post data, calculate, produce copy, white-prints, blueprints, and other printed materials, prepare mail or produce and process microfilm;
 - d. the collecting, recording, arranging, transmitting and processing of information, the filing and distribution of information holdings, and the direct application of rules and regulations;
 - e. the provision of secretarial, word-processing, stenographic and verbatim-recording services and the operation of related electronic equipment; and

-
- f. the operation of micro-processor controlled telephone switching systems and peripheral equipment;
 2. the planning, development, delivery or management of government policies, programs, services or other activities directed to the public or to the Public Service;
 3. the planning, development, delivery or management of policies, programs, services or other activities in two or more administrative fields, such as finance, human resources or purchasing, directed to the Public Service;
 4. the planning, development, delivery or management of government policies, programs, services or other activities dealing with the collection of taxes and other revenues from the public;
 5. the planning, development and delivery of consumer product inspection programs;
 6. the planning, development, delivery or management of the internal comprehensive audit of the operations of Public Service departments and agencies;
 7. the planning, development, delivery or management of policies, programs, services or other activities dealing with the privacy of and access to information;
 8. the research, analysis and provision of advice on employee compensation issues to managers, employees and their families or representatives;
 9. the provision of advice, support, and training to users of electronic office equipment, both hardware and software;
 10. the planning, development, delivery or management of policies, programs, services or other activities dealing with the management of property assets and facilities, information holdings or security services in support of the Public Service;
 11. the research into public attitudes and perceptions and the analysis, development, recommendation and delivery of strategic communications plans and activities dealing with the explanation, promotion and publication of federal government programs, policies and services;
 12. the planning, development, delivery or management of policies, programs, services or other activities dealing with the social development, settlement, adjustment and rehabilitation of groups, communities or individuals including the planning, development and delivery of welfare services;

13. the provision of advice on and the analysis, development and design of forms and forms systems;
14. the delivery of mediation or conciliation services dealing with disputes in collective bargaining and industrial relations within the jurisdiction of Part I of the Canada Labour Code; and
15. the leadership of any of the above activities.

Exclusions

Positions excluded from the Program and Administrative Services Group are those whose primary purpose is included in the definition of any other group and those positions at the Canada Border Services Agency that are primarily involved in the planning, development, delivery, or management of the inspection and control of people and goods entering Canada.

Administration Services (AS)

Definition

The Program and Administrative Services Group comprises positions that are primarily involved in the planning, development, delivery or management of administrative and federal government policies, programs, services or other activities directed the Public Service.

Inclusions

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

2. the planning, development, delivery or management of government policies, programs, services or other activities directed to the Public Service;
3. the planning, development, delivery or management of policies, programs, services or other activities in two or more administrative fields, such as finance, human resources or purchasing, directed to the Public Service;
6. the planning, development, delivery or management of the internal comprehensive audit of the operations of Public Service departments and agencies;
8. the research, analysis and provision of advice on employee compensation issues to managers, employees and their families or representatives;
9. the provision of advice, support, and training to users of electronic office equipment, both hardware and software;
10. the planning, development, delivery or management of policies, programs, services or other activities dealing with the management of property assets and facilities, information holdings or security services in support of the Public Service;
15. the leadership of any of the above activities.

Exclusions

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

Qualification standard

Education

The minimum standard is:

- A secondary school diploma or employer-approved alternatives (see Note 1).

Notes:

1. The employer-approved alternatives to a secondary school diploma are:
 - A satisfactory score on the Public Service Commission test approved as an alternative to a secondary school diploma; or
 - An acceptable combination of education, training and/or experience.

Candidates who already meet both of the following criteria must be accepted as meeting the secondary school diploma requirement:

- a. Candidates who have achieved a satisfactory score on the Public Service Commission test approved as an alternative to a secondary school diploma; and
- b. Candidates who have been appointed or deployed for an indeterminate period to a position in the AS classification.

The opportunity to be assessed by at least one of the two employer-approved alternatives must be offered to candidates who have not previously met the secondary school diploma requirement.

Candidates who were appointed or deployed on an indeterminate basis using an acceptable combination of education, training and/or experience meet the secondary school requirement for the AS classification only and must be reassessed for entry to other classifications on the basis of this alternative.

2. Acceptable experience and/or training in a field relevant to positions in the AS classification is required when the education qualification specified for the position being staffed is a secondary school diploma or approved employer alternatives.

Communications (CM)

Definition

The Program and Administrative Services Group comprises positions that are primarily involved in the planning, development, delivery or management of administrative and federal government policies, programs, services or other activities directed to the Public Service.

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 provision of administrative services, including adapting, modifying or devising methods and procedures, in support of Public Service policies, programs, services or other activities, such as those dealing with administrative, financial, human resources, purchasing, scientific or technical fields, including:
 - b. the operation, routine servicing and minor repair of a variety of cryptographic, facsimile, electronic mail and associated communications equipment in preparing, receiving, transmitting, and relaying messages; and the performance of related activities including recording receipt and dispatch times of traffic, priority allocation and distribution of message copies that require special knowledge of communication procedures, format, schedules, message traffic routes and equipment operation;
15. the leadership of any of the above activities.

Exclusions

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

Qualification standards

Education

The minimum standard is:

- Successful completion of two years of secondary school or employer-approved alternatives (see Note 1).

Abilities / Skills

Managers will establish what constitutes an acceptable level of proficiency for keyboard operation, dictation and proofreading based on the duties and responsibilities of the position to be staffed.

Keyboard Operation

For positions where there is a requirement to operate keyboard office equipment (word processing equipment, data conversion and processing equipment, computer, etc.) the standard is:

- An acceptable level of proficiency in operating the required equipment.

Dictation

For positions where there is a requirement to take dictation by manual or machine shorthand, the standard is:

- An acceptable level of proficiency in shorthand in English or French (or English and French).

Proofreading

For positions that require the correction of errors in spelling and punctuation the standard is:

- An acceptable level of proficiency in the use of grammar, spelling and punctuation in English or French, or English and French.

Notes:

1. The employer-approved alternatives to two years of secondary school are:
 - A satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or
 - An acceptable combination of education, training and/or experience.

Candidates who already meet either of the following criteria must be accepted as meeting the two years of secondary school requirement:

- a. Candidates who have achieved a satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or

- b. Candidates who have been appointed or deployed for an indeterminate period to a position in the CM classification.

The opportunity to be assessed by at least one of the two employer-approved alternatives must be offered to candidates who have not previously met the two years of secondary school requirement.

2. Merely proofreading one's own typing work to ensure accurate copy is not sufficient to warrant the use of a grammar spelling and punctuation qualification.
3. The Public Service Commission Grammar, Spelling and Punctuation Test (GSPAT) or a review of the candidates' experience must be used to assess proficiency in the correction of errors in grammar, spelling and punctuation.

Clerical and Regulatory (CR)

Definition

The Program and Administrative Services Group comprises positions that are primarily involved in the planning, development, delivery or management of administrative and federal government policies, programs, services or other activities directed to the public or to the Public Service.

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 provision of administrative services, including adapting, modifying or devising methods and procedures, in support of Public Service policies, programs, services or other activities, such as those dealing with administrative, financial, human resources, purchasing, scientific or technical fields, including:
 - d. the collecting, recording, arranging, transmitting and processing of information, the filing and distribution of information holdings, and the direct application of rules and regulations;
 - e. the operation of micro-processor controlled telephone switching systems and peripheral equipment;
15. the leadership of any of the above activities.

Exclusions

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

Education

The minimum standard is:

- Successful completion of two years of secondary school or employer-approved alternatives (see Note 1).

Abilities / Skills

Managers will establish what constitutes an acceptable level of proficiency for keyboard operation, dictation and proofreading based on the duties and responsibilities of the position to be staffed.

Keyboard Operation

For positions where there is a requirement to operate keyboard office equipment (word processing equipment, data conversion and processing equipment, computer, etc.) the standard is:

- An acceptable level of proficiency in operating the required equipment.

Dictation

For positions where there is a requirement to take dictation by manual or machine shorthand, the standard is:

- An acceptable level of proficiency in shorthand in English or French (or English and French).

Proofreading

For positions that require the correction of errors in spelling and punctuation the standard is:

- An acceptable level of proficiency in the use of grammar, spelling and punctuation in English or French, or English and French.

Notes:

1. The employer-approved alternatives to two years of secondary school are:
 - A satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or
 - An acceptable combination of education, training and/or experience.

Candidates who meet either of the following criteria must be accepted as meeting the two years of secondary school requirement:

- a. Candidates who have achieved a satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or

- b. Candidates who have been appointed or deployed for an indeterminate period to a position in the CR classification.

The opportunity to be assessed by at least one of the two employer-approved alternatives must be offered to candidates who have not previously met the two years of secondary school requirement.

2. Merely proofreading one's own typing work to ensure accurate copy is not sufficient to warrant the use of a grammar spelling and punctuation qualification.
3. The Public Service Commission Grammar, Spelling and Punctuation Test (GSPAT) or a review of the candidates' experience must be used to assess proficiency in the correction of errors in grammar, spelling and punctuation.

Data Processing (DA)

Definition

The Program and Administrative Services Group comprises positions that are primarily involved in the planning, development, delivery or management of administrative and federal government policies, programs, services or other activities directed to the public or to the Public Service.

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 provision of administrative services, including adapting, modifying or devising methods and procedures, in support of Public Service policies, programs, services or other activities, such as those dealing with administrative, financial, human resources, purchasing, scientific or technical fields, including:
 - a. the operation, scheduling or controlling of the operations of electronic equipment used in the processing of data for the purpose of reporting, storing, extracting and comparing information or for solving formulated problems according to prescribed plans;
15. the leadership of any of the above activities.

Exclusions

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

Data Processing – Data Conversion (DA-CON) Sub-group Definition

The performance or supervision of duties requiring the operation of electro-mechanical data conversion equipment or the operation and control of electronic data conversion stations or systems for the purpose of transferring data from source documents to forms suitable for computer, or auxiliary equipment, processing.

Inclusions

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

- the operation of numeric and alpha-numeric key-punch equipment to record or verify data on cards;
- the operation of alpha-numeric key-to-tape equipment to record or verify data on magnetic tape via a magnetic disc or drum;
- the operation of direct data entry equipment to transfer data directly to computer;
- the operation of keying equipment for the purpose of converting data processing by an Optical Character Reader;
- the development and implementation of instruction for training data conversion staff to perform their duties;
- the supervision of any of the above duties.

Exclusions

Positions excluded from this sub-group are those allocated to the Data Production Sub-group.

Data Processing – Data Production (DA-PRO) Sub-group Definition

The performance or supervision of duties requiring operation and control of electronic computers, peripheral, unit record and auxiliary equipment, and the scheduling of the operation of such machines, which are used for the purpose of reporting, storing, retrieving and comparing data and solving problems.

Inclusions

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

- the operation of electronic computer consoles and peripheral unit record and auxiliary equipment;
- the planning and scheduling of computer, unit record and auxiliary equipment operations;

- the development and application of procedures for processing and validating data;
- the development of instruction for training data production staff to perform their duties;
- the supervision of any of the above duties.

Exclusions

Excluded from this sub-group are positions in which the duties are those included in the Data Conversion Sub-group.

Education

The minimum standard is:

- Successful completion of two years of secondary school or employer-approved alternatives (see Note 1).

Abilities / Skills

Managers will establish what constitutes an acceptable level of proficiency for keyboard operation, dictation and proofreading based on the duties and responsibilities of the position to be staffed.

Keyboard Operation

For positions where there is a requirement to operate keyboard office equipment (word processing equipment, data conversion and processing equipment, computer, etc.) the standard is:

- An acceptable level of proficiency in operating the required equipment.

Dictation

For positions where there is a requirement to take dictation by manual or machine shorthand, the standard is:

- An acceptable level of proficiency in shorthand in English or French (or English and French).

Proofreading

For positions that require the correction of errors in spelling and punctuation the standard is:

- An acceptable level of proficiency in the use of grammar, spelling and punctuation in English or French, or English and French.

Notes:

1. The employer-approved alternatives to two years of secondary school are:
 - A satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or
 - An acceptable combination of education, training and/or experience.

Candidates who already meet either of the following criteria must be accepted as meeting the two years of secondary school requirement:

- a. Candidates who have achieved a satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or
- b. Candidates who have been appointed or deployed for an indeterminate period to a position in the DA classification.

The opportunity to be assessed by at least one of the two employer-approved alternatives must be offered to candidates who have not previously met the two years of secondary school requirement.

2. Merely proofreading one's own typing work to ensure accurate copy is not sufficient to warrant the use of a grammar spelling and punctuation qualification.
3. The Public Service Commission Grammar, Spelling and Punctuation Test (GSPAT) or a review of the candidates' experience must be used to assess proficiency in the correction of errors in grammar, spelling and punctuation.

Information Services (IS)

Definition

The Program and Administrative Services Group comprises positions that are primarily involved in the planning, development, delivery or management of administrative and federal government policies, programs, services or other activities directed to the public or to the Public Service.

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:

11. the research into public attitudes and perceptions and the analysis, development, recommendation and delivery of strategic communications plans and activities dealing with the explanation, promotion and publication of federal government programs, policies and services;
15. the leadership of any of the above activities.

Exclusions

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

Education

The minimum standard is:

- A degree from a recognized post-secondary institution.

Notes:

1. Based on their education, training and/or experience, indeterminate incumbents of positions in the IS classification are deemed to meet the minimum education standard whenever a bachelor's degree without specialization is called for in a position classified as IS.

2. At the manager's discretion, an acceptable combination of education, training and/or experience, may serve as an alternative to the minimum education standard.

Office Equipment (OE)

Definition

The Program and Administrative Services Group comprises positions that are primarily involved in the planning, development, delivery or management of administrative and federal government policies, programs, services or other activities directed to the public or to the Public Service.

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 provision of administrative services, including adapting, modifying or devising methods and procedures, in support of Public Service policies, programs, services or other activities, such as those dealing with administrative, financial, human resources, purchasing, scientific or technical fields, including:
 - c. the operation of bookkeeping, calculating, duplicating and mailing service or microphotography equipment to post data, calculate, produce copy, white-prints, blueprints, and other printed materials, prepare mail or produce and process microfilm;
15. the leadership of any of the above activities.

Exclusions

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

Education

The minimum standard is:

- Successful completion of two years of secondary school or employer-approved alternatives (see Note 1).

Abilities / Skills

Managers will establish what constitutes an acceptable level of proficiency for keyboard operation, dictation and proofreading based on the duties and responsibilities of the position to be staffed.

Keyboard Operation

For positions where there is a requirement to operate keyboard office equipment (word processing equipment, data conversion and processing equipment, computer, etc.) the standard is:

- An acceptable level of proficiency in operating the required equipment.

Dictation

For positions where there is a requirement to take dictation by manual or machine shorthand, the standard is:

- An acceptable level of proficiency in shorthand in English or French (or English and French).

Proofreading

For positions that require the correction of errors in spelling and punctuation the standard is:

- An acceptable level of proficiency in the use of grammar, spelling and punctuation in English or French, or English and French.

Notes:

1. The employer-approved alternatives to two years of secondary school are:
 - A satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or
 - An acceptable combination of education, training and/or experience.

Candidates who already meet either of the following criteria must be accepted as meeting the two years of secondary school requirement:

- a. Candidates who have achieved a satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or
- b. Candidates who have been appointed or deployed for an indeterminate period to a position in the OE classification.

The opportunity to be assessed by at least one of the two employer-approved alternatives must be offered to candidates who have not previously met the two years of secondary school requirement.

2. Merely proofreading one's own typing work to ensure accurate copy is not sufficient to warrant the use of a grammar spelling and punctuation qualification.
3. The Public Service Commission Grammar, Spelling and Punctuation Test (GSPAT) or a review of the candidates' experience must be used to assess proficiency in the correction of errors in grammar, spelling and punctuation.

Organization and Methods (OM (forms design))

Definition

The Program and Administrative Services Group comprises positions that are primarily involved in the planning, development, delivery or management of administrative and federal government policies, programs, services or other activities directed to the Public Service.

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:

13. the provision of advice on and the analysis, development and design of forms and forms systems;
15. the leadership of any of the above activities.

Exclusions

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

Education

The minimum standard is:

- A secondary school diploma or employer-approved alternatives (See Note 1).

Notes:

1. The employer-approved alternatives to a secondary school diploma are:
 - A satisfactory score on the Public Service Commission test approved as an alternative to a secondary school diploma; or
 - An acceptable combination of education, training and/or experience.

Candidates who already meet both of the following criteria must be accepted as meeting the secondary school diploma requirement:

- a. Candidates who have achieved a satisfactory score on the Public Service Commission test approved as an alternative to a secondary school diploma; and
- b. Candidates who have been appointed or deployed for an indeterminate period to a position in the OM classification.

The opportunity to be assessed by at least one of the two employer-approved alternatives must be offered to candidates who have not previously met the secondary school diploma requirement.

Candidates who were appointed or deployed on an indeterminate basis using an acceptable combination of education, training and/or experience meet the secondary school requirement for the OM classification only and must be reassessed for entry to other classifications on the basis of this alternative.

2. Acceptable experience and/or training in a field relevant to OM positions is required when the education qualification specified for the position being staffed is a secondary school diploma or employer-approved alternatives.

Programme Administration (PM)

Definition

The Program and Administrative Services Group comprises positions that are primarily involved in the planning, development, delivery or management of administrative and federal government policies, programs, services or other activities directed to the public.

Inclusions

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

2. the planning, development, delivery or management of government policies, programs, services or other activities directed to the public;
4. the planning, development, delivery or management of government policies, programs, services or other activities dealing with the collection of taxes and other revenues from the public;
5. the planning, development and delivery of consumer product inspection programs;
7. the planning, development, delivery or management of policies, programs, services or other activities dealing with the privacy of and access to information;
15. the leadership of any of the above activities.

Exclusions

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

Education

The minimum standard is:

- A secondary school diploma or employer-approved alternatives (see Note 1).

Note:

1. The employer-approved alternatives to a secondary school diploma are:
 - A satisfactory score on the Public Service Commission test approved as an alternative to a secondary school diploma; or
 - An acceptable combination of education, training and/or experience.

Candidates who already meet both of the following criteria must be accepted as meeting the secondary school diploma requirement:

- a. Candidates who have achieved a satisfactory score on the Public Service Commission test approved as an alternative to a secondary school diploma; and
- b. Candidates who have been appointed or deployed for an indeterminate period to a position in the PM classification.

The opportunity to be assessed by at least one of the two employer-approved alternatives must be offered to candidates who have not previously met the secondary school diploma requirement.

Candidates who were appointed or deployed on an indeterminate basis using an acceptable combination of education, training and/or experience meet the secondary school requirement for the PM classification only and must be reassessed for entry to other classifications on the basis of this alternative.

Secretarial, Stenographic, Typing (ST)

Definition

The Program and Administrative Services Group comprises positions that are primarily involved in the planning, development, delivery or management of administrative and federal government policies, programs, services or other activities directed to the public or to the Public Service.

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 provision of administrative services, including adapting, modifying or devising methods and procedures, in support of Public Service policies, programs, services or other activities, such as those dealing with administrative, financial, human resources, purchasing, scientific or technical fields, including:
 - e. the provision of secretarial, word-processing, stenographic and verbatim-recording services and the operation of related electronic equipment; and
15. the leadership of any of the above activities.

Exclusions

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

Education

The minimum standard is:

- Successful completion of two years of secondary school or employer-approved alternatives (see Note 1).

Abilities / Skills

Managers will establish what constitutes an acceptable level of proficiency for keyboard operation, dictation and proofreading based on the duties and responsibilities of the position to be staffed.

Keyboard Operation

For positions where there is a requirement to operate keyboard office equipment (word processing equipment, data conversion and processing equipment, computer, etc.) the standard is:

- An acceptable level of proficiency in operating the required equipment.

Dictation

For positions where there is a requirement to take dictation by manual or machine shorthand, the standard is:

- An acceptable level of proficiency in shorthand in English or French (or English and French).

Proofreading

For positions that require the correction of errors in spelling and punctuation the standard is:

- An acceptable level of proficiency in the use of grammar, spelling and punctuation in English or French, or English and French.

Notes:

1. The employer-approved alternatives to two years of secondary school are:
 - A satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or
 - An acceptable combination of education, training and/or experience.

Candidates who already meet either of the following criteria must be accepted as meeting the two years of secondary school requirement:

- a. Candidates who have achieved a satisfactory score on the Public Service Commission test approved as an alternative to two years of secondary school; or
- b. Candidates who have been appointed or deployed for an indeterminate period to a position in the ST classification.

The opportunity to be assessed by at least one of the two employer-approved alternatives must be offered to candidates who have not previously met the two years of secondary school requirement.

2. Merely proofreading one's own typing work to ensure accurate copy is not sufficient to warrant the use of a grammar spelling and punctuation qualification.
3. The Public Service Commission Grammar, Spelling and Punctuation Test (GSPAT) or a review of the candidates' experience must be used to assess proficiency in the correction of errors in grammar, spelling and punctuation.

Welfare Programs (WP)

Definition

The Program and Administrative Services Group comprises positions that are primarily involved in the planning, development, delivery or management of administrative and federal government policies, programs, services or other activities directed to the public.

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:

12. the planning, development, delivery or management of policies, programs, services or other activities dealing with the social development, settlement, adjustment and rehabilitation of groups, communities or individuals including the planning, development and delivery of welfare services;
15. the leadership of any of the above activities.

Exclusions

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

Education

The minimum standard is:

- A secondary school diploma or employer-approved alternatives (see Note 1).

Notes:

1. The employer-approved alternatives to a secondary school diploma are:
 - A satisfactory score on the Public Service Commission test approved as an alternative to a secondary school diploma; or
 - An acceptable combination of education, training and/or experience.

Candidates who already meet both of the following criteria must be accepted as meeting the secondary school diploma requirement:

- a. Candidates who have achieved a satisfactory score on the Public Service Commission test approved as an alternative to a secondary school diploma; and
- b. Candidates who have been appointed or deployed for an indeterminate period to a position in the WP classification.

The opportunity to be assessed by at least one of the two employer-approved alternatives must be offered to candidates who have not previously met the secondary school diploma requirement.

Candidates who were appointed or deployed on an indeterminate basis using an acceptable combination of education, training and/or experience meet the secondary school requirement for the WP classification only and must be reassessed for entry to other classifications on the basis of this alternative.

2. Acceptable experience and/or training in a field relevant to WP positions is required when the education qualification specified for the position being staffed is a secondary school diploma or employer-approved alternatives.