PUBLIC INTEREST COMMISSION BRIEF

OF THE

PUBLIC SERVICE ALLIANCE OF CANADA

IN THE MATTER OF THE FEDERAL PUBLIC SECTOR LABOUR RELATIONS ACT AND A DISPUTE AFFECTING THE PUBLIC SERVICE ALLIANCE OF CANADA AND THE CANADIAN FOOD INSPECTION AGENCY (CFIA)

Morton Mitchnick
Chairperson

Bob Kingston
Representative of the interests of the Employees

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Representative of the interests of the Employer

May 7-8, 2020

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PART 1

INTRODUCTION

COMPOSITION OF BARGAINING UNIT

The Canadian Food Inspection Agency – Public Service Alliance of Canada Bargaining Group comprises 11 different categories of employees certified by the Public Service Labour Relations Board (PSLRB). According to the information provided by the Employer to the Union at the outset of this round of bargaining, the population in these categories are:

Category	Number of Employees
Administrative Services Group (AS)	685
Clerical and Regulatory Group (CR)	479
Engineering and Scientific Support Group (EG)	2574
Financial Administration Group (FI)	91
General Labour and Trades Group (GL)	56
General Services Group (GS)	5
General Technical Group (GT)	4
Heating, Power, and Stationary Plant Operation Group (HP)	-
Information Services Group (IS)	101
Program Administration Group (PM)	197
Social Science Support Group (SI)	3
Grand Total	**4195**

Data as of 31 October 2018

Group Description

The Canadian Food Inspection Agency is "dedicated to safeguarding food, animals and plants, which enhances the health and well-being of Canada's people, environment and economy."[1] Members of the CFIA group perform a wide variety of jobs, including meat, poultry and produce inspection. They monitor and audit the federally regulated inspection programs of the food industry in Canada and enforce federal laws. Our members at the CFIA also run the offices, maintain the equipment and buildings, and carry out the administrative work of the CFIA.[2]

As per the certificate issued by the former Public Service Staff Relations Board on October 27, 1997 (and amended on April 20, 1999 and December 22, 1999) "The PSAC is the bargaining agent for all the employees of the employer other than those performing duties in positions which are or would be classified under the Veterinary Medicine (VM), Agriculture (AG), Biological Sciences (BI) (which includes the former Scientific Regulation (SG) Group), Chemistry (CH), Commerce (CO), Engineering and Land Survey (ELS), Purchasing and Supply (PG), Scientific Research (SE) Economics, Sociology and Statistics (ES) Groups in the classification system of the Treasury Board and other than those performing duties in positions which are or would be classified in the Informatics (IN) (formerly the Computer Systems Administration (CS)) Group."

[1] https://www.inspection.gc.ca/eng/1297964599443/1297965645317

https://www.inspection.gc.ca/fra/1297964599443/1297965645317

[2] http://psacunion.ca/canadian-food-inspection-agency

http://syndicatafpc.ca/agence-canadienne-dinspection-aliments?_ga=2.178080353.554874736.1582644924-663584373.1535400546

HISTORY OF NEGOTIATIONS

The PSAC filed its Notice to Bargaining on August 28, 2018 and the union bargaining team was ready to begin bargaining in December. The Employer, however, was not ready or unavailable to commence bargaining until February 26, 2019 when the parties exchanged initial set of bargaining demands.

The parties met a total of 17 days as per the following:

- February 26-28, 2019
- March 26-28, 2019
- May 14-16, 2019
- June 11-13, 2019
- July 16-18, 2019
- August 7-8, 2019

Items Agreed to:

Article 18.01 – No Discrimination
Article 38.03 – Entitlement to Vacation Leave With Pay
Article 38.05 – Vacation Leave With Pay
Article 38.11 – Advance Payments
Article 62 – Severance Pay

Withdrawn by Union:

Article 9.01 – Information
Article 13.07 – Leave With or Without Pay for Union Business
Article 28.06 – Call-Back Pay
Article 30 – Reporting Pay
Article 45 – Leave Without Pay for Care of the Family
Article 48 – Marriage Leave With Pay
New Article – Student Employment
New Article – Family Caregiver Leave Related to Critical Illness
New Article – Self-Funded Leave
New Article – Pre-Retirement Leave
New Article – Pre-Retirement Transition Leave
New Article – Classification

New Appendix – MOA on Administrative Suspensions

Withdrawn by Employer:

Article 2.01 (e) – Interpretation and Definitions
Article 8.01 – Recognition
Article 10 – Check-Off
Article 27 – Overtime
Article 33 – Travelling Time
Article 39 – Sick Leave With Pay
Article 41 – Injury on Duty Leave
Article 61 – Part-Time Employees

While the parties agreed to amend some articles and also respectively withdrew a set of their demands, all the substantive issues / proposals remain outstanding. On August 7th, 2019, the Employer tabled an initial counter proposal for general economic increases, after two full months of having the union's full package. Despite this the Employer did not offer a counter proposal on the union's proposed group specific market adjustments. Furthermore, the employer's proposals did not address key member concerns and on August 15th, 2019, the Public Service Alliance of Canada (PSAC) requested the establishment of a Public Interest Commission (PIC) to assist the parties in reaching an agreement on all the outstanding issues. On September 11th, 2019, the Board recommended the establishment of a PIC.

Federal Public Sector Context

On September 1st 2019, the PA group resumed bargaining with Treasury Board with the expectation that the Employer would table a significantly improved offer. However, despite six continuous days of bargaining, the parties were not able to reach an agreement. One of the issues that proved to be contentious between the parties was the Employer's insistence that this bargaining unit replicate what other federal public administration bargaining agents have negotiated. PSAC represents the majority of unionized employees in the Federal Public Administration and is in no place to accept a pattern that is imposed by smaller bargaining agents. The next biggest bargaining agent in the sector has close to one third of PSAC's membership. The tail does not wag the dog.

There are fifteen bargaining agents in the federal public administration negotiating with the Treasury Board, PSAC is by far the biggest union (**Figure 1**).

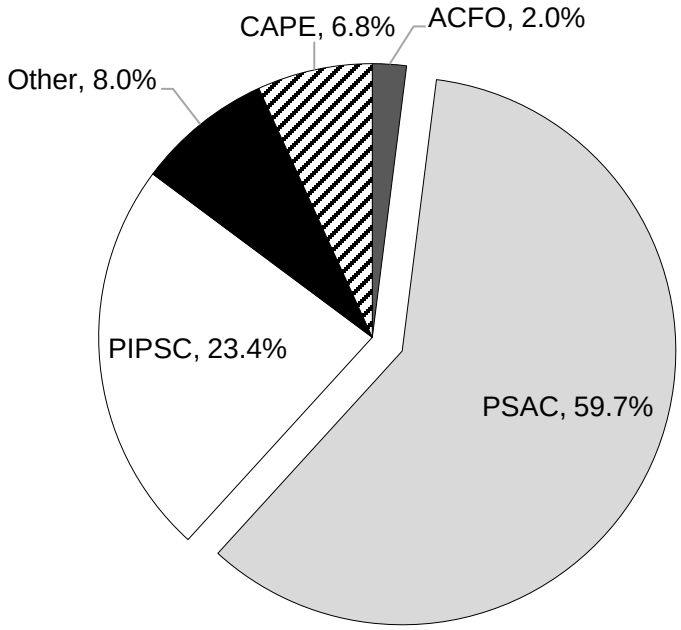

Figure 1 Federal Bargaining Agents by per cent of overall Membership

As expected, considering the size of the bargaining units, traditionally, PSAC has set the pattern with the Employer in bargaining. In every round in recent memory, PSAC has settled first and the other bargaining agents have followed suit.

The fact that other smaller bargaining agents have settled is even less evidence of a true replication argument when examining some of the details of their agreements. Two important factors in these agreements relate to the ongoing debacle that is the Phoenix pay system:

1) While not formally part of the deal, the Employer and non-PSAC bargaining agents have negotiated an agreement on payment of damages to employees due to Phoenix.

2) The implementation of the collective agreements has been substantially altered due to the ongoing problems with Phoenix, and the Employer's concern about their ability to implement any agreement

On both issues, the other bargaining agents have negotiated "me-too" clauses which would provide them with superior benefits if another bargaining agent negotiates such conditions.[3]This is a full acknowledgement by other bargaining agents as well as the Employer that they do not expect PSAC to follow the pattern set by the smaller groups' agreements, and that there is a strong likelihood that the pattern will be exceeded by PSAC.

As with any other set of negotiations, the large groups generally set the pattern. Consider, for example, a situation where PSAC represents Teaching Assistants at a university. Reaching a settlement in this context will have little to no bearing on the larger campus bargaining units for faculty or for support staff. In the same vein, the groups that have settled with this Employer, under a situation of full and free collective bargaining, does not convince PSAC that the smaller groups' settlements ought to be imposed on its members.

[3] Intro_1 (Comparator Agreements)

Furthermore, the Union submits that the bargaining history between PSAC and Treasury Board should be considered. Indeed, several provisions negotiated by the PSAC bargaining units in previous rounds have differed considerably from what PISPC and other unions have negotiated with the same employer. For example, during the last round of bargaining PIPSC and several other unions have agreed to create an Employee Wellness Support Program (EWSP) to replace their current regime of sick leave. On the contrary, one of PSAC's key objective in the previous round of bargaining was to protect members' sick leave benefits and we were successful in doing so.

In interest arbitration, as with the Public Interest Commission (PIC) process, one of the prevailing principles is replication: that the neutral panel should attempt to replicate the likely results between the parties. The Union submits that strict adherence to any pattern between the Employer other bargaining agents would not represent replication. Most importantly, in any round of collective bargaining in recent history, the sequence has never been to impose settlements of small units on the large ones. Additionally, there have not been rigid patterns of collective bargaining in the federal public sector, and the Union respectfully submits that a recommendation that strictly follows the settlements of small bargaining agents would not represent replication.

In light of this fact, and given the fundamental principles of replication, the Union submits that the settlements of other Unions, while providing a certain amount of information to the parties, should not be the ultimate determining factor in assessing what the outcome of collective bargaining would have been.

It should be noted that this brief will follow the same format as the negotiations above. The issues that were negotiated at the common issues table will be presented in their own section. These issues and their rationale are essentially identical to what is presented for the PA and other PSAC tables at the core.

PSAC BARGAINING TEAM

During the course of the Public Interest Commission process, Team members may be called upon to provide a more detailed explanation of specific issues of the enclosed proposals. The PSAC CFIA Bargaining Team is:

Terri Lee
Robert MacDonald
Dorothy McRae
Andrew Neufeld
Marlene O'Neil
Jan Pennington
Audrey St-Germain
Karen Zoller
Jamey Mills, PSAC Regional Executive Vice-President, British Columbia

Appearing for the PSAC are:

Hassan Husseini, Negotiator, PSAC
Silja Freitag, Research Officer, PSAC

LEGISLATIVE FRAMEWORK

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

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

(a) the necessity of attracting competent persons to, and retaining them in, the public service in order to meet the needs of Canadians;

(b) the necessity of offering compensation and other terms and conditions of employment in the public service that are comparable to those of employees in similar occupations in the private and public sectors, including any geographic, industrial or other variations that the public interest commission considers relevant;

(c) the need to maintain appropriate relationships with respect to compensation and other terms and conditions of employment as between different classification levels within an occupation and as between occupations in the public service;

(d) the need to establish compensation and other terms and conditions of employment that are fair and reasonable in relation to the qualifications required, the work performed, the responsibility assumed and the nature of the services rendered; and

(e) the state of the Canadian economy and the Government of Canada's fiscal circumstances.

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

PART 2

OUTSTANDING WAGE ISSUES

PSAC PROPOSAL

APPENDIX A
RATES OF PAY & PAY NOTES

The Union's pay proposal is comprised of the following elements:

1. MARKET ADJUSTMENTS

Effective January 1, 2019 prior to any economic increase:

FI	Financial Management Group	• Replace the maximum increment of each FI levels • Add two steps to the top of all FI pay scale and drop the lowest two steps from pay scales; members immediately move up their pay scales by two steps • Harmonize increment size within levels
AS	Administrative Services Group	**6%**
CR	Clerical and Regulatory Group	**8%**
EG	Engineering and Scientific Support Group	**--**
General Labour Group:		
GL-EIM	Electrical Installing and Maintaining Sub-Group	**5.85%**
GL-ELE	Elemental Sub-Group	**0.70%**
GL-MAM	Instrument Maintaining Sub-Group	**2.6%**
GL-INM	Machinery Maintaining Sub-Group	**0.75%**
GL-MAN	Manipulating Sub-Group	**2.65%**
GL-MDO	Machine Driving-Operating Sub-Group	**0.70%**
GL-PIP	Pipefitting Sub-Group	**2.2%**
GS	General Services Group	**1%**
GT	General Technical Group	**0.75%**

HP	Heating, Power, and Stationary Plant Operation Group	**11.5%**
IS	Information Services Group	**5.7%**
PM	Program Administration Group	**6.2%**
SI	Social Science Support Group	**3.35%**

2. GENERAL ECONOMIC INCREASES (revised from original proposal for General Economic Increases)

Effective 1 January 2019 (after market adjustments): ~~3.75%~~ ***3.50 %*** retroactive
Effective 1 January 2020: ~~3.75%~~ ***3.50 %***
Effective 1 January 2021: ~~3.75%~~ ***3.50 %***

Transitional Provision: On the date of restructure, an employee shall be paid at the step in the restructured pay scale which is nearest to but not less than the employee's salary on ***January 1, 2019*****.**

3. NEW ARTICLE: MEAT HYGIENE ALLOWANCE

XX.01 Effective 1 January 2019, an employee who performs meat inspection duties in an abattoir will receive a meat hygiene allowance for all hours worked, including overtime hours, at the rate of 4% of her or his straight time hourly rate of pay.

4. APPENDIX D: RETENTION ALLOWANCE FOR COMPENSATION ADVISORS

Memorandum of Understanding Between the Canadian Food Inspection Agency (CFIA) and the Public Service Alliance of Canada (PSAC)

Renew as amended with new dates.

5. APPENDIX E: INCENTIVES FOR THE RECRUITMENT AND RETENTION OF COMPENSATION ADVISORS

Memorandum of Understanding Between the Canadian Food Inspection Agency (CFIA) and the Public Service Alliance of Canada (PSAC)

Renew with new dates.

RATIONALE

The issue of pay for this Bargaining Unit is central to this dispute. The Union submits that there are significant gaps in compensation for this bargaining unit. Accordingly, the union seeks market adjustments to certain classifications to restore appropriate relationships between members of this bargaining unit and comparable employees in the Federal Public Service.

Public service compensation serves to attract, retain, motivate and renew the workforce required to deliver results to Canadians. In this section, the Union will demonstrate how its proposal on rates of pay is consistent with the factors to be taken into account by the Public Interest Commission (PIC) in rendering its recommendation. We will also demonstrate how the Employer's proposal is inadequate in light of the factors in Section 175. However, it is important to first address and analyze some foundational arguments upon which the employer's pay proposal is based.

Employer 'Rationale': (In)ability to Pay

In this section, we discuss the Employer's arguments pertaining to the ability to pay, for which the Union believes greater context and caution should be given. Arbitral jurisprudence speaks clearly and consistently to the need to look past the financial status of public sector employers when considering ability to pay. The precedence and rationale

behind rejecting ability to pay arguments will be referred to and discussed throughout this sub-section.

The employer's framing of the current economic climate, the state of Canadian economy and the fiscal situation of the Government of Canada conveniently attempts to imply the need for meager economic increases due to ongoing circumstances for budgetary restraint. Arguments put forward by the Employer, whereby agreeing to the Union's proposed rates of pay would require this to be funded within pre-established budgets set by the Government of Canada, or to follow wage trends established by other Bargaining Agents, need to be rejected.

The Federal Government is the 'ultimate funder' of the Treasury Board Secretariat. The PSAC cannot take part in the funding and budgetary decisions within the Treasury Board Secretariat or the CFIA and rejects the argument that the Employer's financial mandate should be determined by the constraints imposed as a result of such decisions.

The issue of lack of ability to pay, as a result of pre-determined funding mechanisms, was addressed by Arbitrator Arthurs in his seminal case on the topic *Re Building Service Employees Local 204 and Welland County General Hospital* [1965] 16 L.A.C. 1 at 8, 1965 CLB 691 award:

> *If, on the other hand, the Commission refuses to assist the hospital in meeting the costs of an arbitral award, the process of arbitration becomes a sham. The level of wages would then be in fact determined by the Commission in approving the hospital's budget. Since the Union is not privy to budget discussions between the hospital and the Commission, it would then be in the unenviable position of being unable to make representations regarding wage levels to the very body whose decision is effective - the Commission*[4]

[4] Jur_1

Arbitrator Arthurs reasoned that an award solely reflecting an employer's financial mandate as determined by another level of governance would, in effect, result in the 'ultimate funder' determining the wage rates in collective bargaining. It would logically follow that if an arbitrator were to consider ability to pay in this circumstance, it would evaluate the Federal Government's ability to pay rather than the Treasury Board Secretariat's ability or willingness to pay.

In light of another decision, Arbitrator Swan outlines that arbitrators give virtually no weight to "ability to pay" arguments and clarifies that the use of comparators, rather than Public Sector financial data, is not rooted in a cavalier attitude towards Union wage demands. Swan states that the arbitrator's role is to evaluate whether wages are equitable rather than an evaluation of the political processes from which budgets are invariably developed:

> *"Public sector arbitrators have never paid much attention to arguments based upon "the ability to pay" of the public purse, not because they do not think that the public purse needs to be protected from excessive wage demands, but because the other factors which fashion the outcome of an arbitration are so much more influential and so much more trustworthy than the national constraints of "ability to pay". The extraneous influences which may be applied to the resources available to the individual hospital bound by the present arbitration are such that, either by manipulation or by sheer happenstance, those forces could render meaningless the entire negotiation and basis for the outcome of collective bargaining. The decision as to whether a specific service should be offered in the public sector or not is an essentially political one, as is the provision of resources to pay for that service. Arbitrators have no part in that political process, but have a fundamentally different*

(H. W. Arthurs, Award Re Building Service Employees Local 204 and Welland County General Hospital, 16 L.A.C.-1, 1965.)

role to play, that of ensuring that the terms and conditions of employment in the public service are just and equitable[5]*.*

Furthermore, interest arbitrators have consistently recognized that to give effect to government fiscal policy would be equivalent to accepting an ability to pay argument and thus abdicating their independence: The parties know that ability to pay has been rejected by interest arbitrators for decades. Arbitrator Shime in *Re McMaster University:*

"...there is little economic rationale for using ability to pay as a criterion in arbitration. In that regard I need only briefly repeat what I have said in another context, that is, public sector employees should not be required to subsidize the community by accepting substandard wages and working conditions." [6]

By and large, the concept of 'ability-to-pay' has been rejected as an overriding criterion in public sector disputes by an overwhelming majority of arbitrators and has been summarized as follows:

1. "Ability to pay" is a factor entirely within the government's own control;
2. Government cannot escape its obligation to pay normative wage increases to public sector employees by limiting the funds made available to public institutions;
3. Entrenchment of "ability to pay" as a criterion deprives arbitrators of their independence, and in so doing discredits the arbitration process;
4. Public sector employees should not be required to subsidize public services through substandard wages;
5. Public sector employees should not be penalized because they have been deprived of the right to strike;

5 Jur_3 (Kenneth P. Swan, Re: Kingston General Hospital and OPSEU, Unreported, June 12, 1979)

6 Jur_2 (O.B. Shime, Q.C., Re: *McMaster University and McMaster University Faculty.* Interest Arbitration, Ontario. July 4, 1990)

6. Government ought not to be allowed to escape its responsibility for making political decisions by hiding behind a purported inability to pay;
7. Arbitrators are not in a position to measure a public sector employer's "ability to pay"[7];

Therefore, the Union submits that Employer's inability to pay argument is moot, particularly when the government has it within its power to determine its own ability to pay by setting its budget, and specifically when jurisprudence has consistently rejected such claims from the Employer.

As expected, considering the size of the bargaining units, traditionally, PSAC has set the pattern with the Employer in bargaining. In every round in recent memory, PSAC has settled first and the other bargaining agents have followed suit.

The fact that other smaller bargaining agents have settled is even less evidence of a true replication argument when examining some of the details of their agreements. Two important factors in these agreements relate to the ongoing debacle that is the Phoenix pay system:

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[7] Jeffrey Sack, Q.C., "Ability to pay in the Public Sector: A Critical Appraisal", *Labour Arbitration Yearbook*, 1991, vol. 2, 277 to 279.

On both issues, the other bargaining agents have negotiated “me-too” clauses which would provide them with superior benefits if another bargaining agent negotiates such conditions.[8] This is a full acknowledgement by other bargaining agents as well as the Employer that they do not expect PSAC to follow the pattern set by the smaller groups’ agreements, and that there is a strong likelihood that the pattern will be exceeded by PSAC.

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[8] INTRO_1 (Comparator Agreements)

been rigid patterns of collective bargaining in the federal public sector, and the Union respectfully submits that a recommendation that strictly follows the settlements of small bargaining agents would not represent replication.

In light of this fact, and given the fundamental principles of replication, the Union submits that the settlements of other Unions, while providing a certain amount of information to the parties, should not be the ultimate determining factor in assessing what the outcome of collective bargaining would have been.

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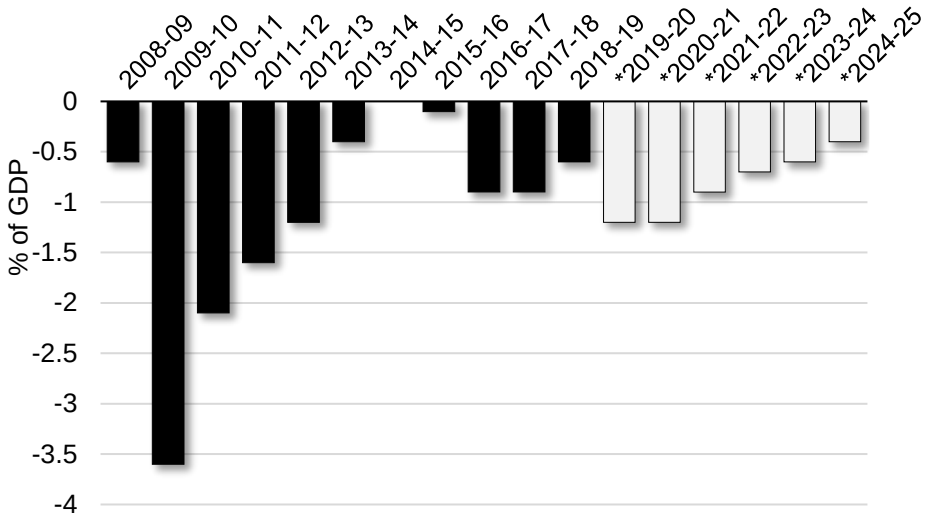
The Canadian Economy and the Government of Canada's fiscal circumstances

The Federal Government's fiscal position is historically healthy

Though much attention tends to be paid to the dollar amount associated with deficits, deficit size relative to GDP is much more representative of the Government's actual fiscal position. In the last 10 years, Canada has successfully mitigated economic challenges. Going

forward, the federal debt-to-GDP ratio (after an adjustment for risk) is expected to shrink to 29.1% by 2024-25, the lowest level since 2008-9 (**Figure 2)** .[9] [10]



The current deficit in relation to GDP is historically small and the fiscal position of the Federal Government shows no obstruction to providing fair wages and economic increases to federal personnel. In addition, the present government has prioritized increased program spending over fighting the deficit.

Canada's strong fiscal position and positive economic outlook

Figure 2 Federal Deficit or Surplus (% of GDP) 2008-2025

[9] ECONOMY_1 (Economic and Fiscal Update 2019; Mise à jour économique et budgétaire 2019)

[10] ECONOMY_2 (Government of Canada Fiscal Reference Tables October 2018, Table 2 Fiscal transactions (per cent of GDP); Gouvernement du Canada Tableaux de référence financiers Octobre 2018 Tableau 2, Opérations budgétaires (per cent du PIB))

Budget 2019's assurances to Canadians that "*Canada's economy remains sound*", that "*the Canadian economy is expected to strengthen over the second half of 2019*", and that Canada is "*to remain among the leaders for economic growth in the G7 in both 2019 and 2020*" are clear statements indicating the Government of Canada believes the Canadian economy is healthy. These statements oppose the employer's traditional position that financial constraint is necessary. There is further confirmation, in Budget 2019, that Canada has some of the strongest indicators of financial stability in the G7 economies and Canadians are reassured that *"In a challenging global economic environment, Canada's economy remains sound",* whereby "*At 3 per cent growth, Canada had the strongest economic growth of all G7 countries in 2017, and was second only to the U.S. in 2018."* These statements oppose the employer's traditional position that financial constraint is necessary.[11]

In July 2019, Fitch Ratings Inc. affirmed Canada's stable economy by issuing Canada's *Long-Term Foreign Currency Issuer Default Rating* (IDR) its highest rating *AAA* with a *Stable Outlook.*

> *"The [AAA] rating draws support from its advanced, well-diversified and high-income economy. Canada's political stability, strong governance and institutional strengths also support the rating. Its overall policy framework remains strong and has delivered steady growth and low inflation."* [12]

In October 2019, DBRS Morningstar confirmed the Government of Canada's Long-Term Foreign and Local Currency – Issuer Ratings at AAA. Key rating considerations included Canada's large and diverse economy, prudent macroeconomic policymaking, and strong governing institutions, a strong economy in the face of temporary slow-downs in early 2019, an unemployment rate at its lowest level in 40 years and inflation around the 2.0% Bank of

11 ECONOMY_11 (Federal Budget 2019 Overview; Le budget de 2019 Aperçu)

12 ECONOMY_5 (Fitch Ratings July 17, 2019)

Canada target. Echoing DBRS, Fitch Ratings advises that the election of a minority government is unlikely to lead to significant changes in economic policies. Fitch acknowledges that there is a potential for "more expansionary government fiscal policies". Potential challenges such as a sharper than expected global downturn which could lead to softer demands on exports, reduced oil prices and dampened business investment. Notwithstanding these challenges, DBRS' AAA Stable trend reflects Canada's high capacity to absorb shocks and cope with changes.[13]

Canada is to remain a leader in economic growth

Growth in GDP during the second quarter of 2019 GDP accelerated to 3.7%, beyond economists' expectations, due to factors including the reversal of weather-related slowdowns and a surge in oil production. In their January 2020 Monetary Policy Report, the Bank of Canada expects that economic activity will continue to improve throughout 2020 and to strengthen to 2.0% by 2021, just above the rate of potential, in line with strengthening domestic demand and export growth (**Figure 3**). Predicted increases in growth are helped along by fiscal stimulus from the federal government. Global growth is projected to pick up gradually, as indicated by increases in manufacturing in many regions. The imminent approval of CUSMA by the US congress should improve confidence and give Canada a boost via investments and export.[14]

13 ECONOMY_3 (DBRS Morningstar October 11, 2019)

ECONOMY_4 (Fitch Ratings October 23, 2019)

14 ECONOMY_5 (Fitch Ratings July 17, 2019)

ECONOMY_6 (Bank of Canada Monetary Policy Report, January 2020; Banque du Canada Rapport sur la politique monétaire Janvier 2020)

ECONOMY_4 (Fitch Ratings October 23, 2019)

ECONOMY_8 (National Bank of Canada Monthly Economic Monitor January 2020; Banque Nationale du Canada, Le mensuel économique, Économie et Stratégie, Février 2020)

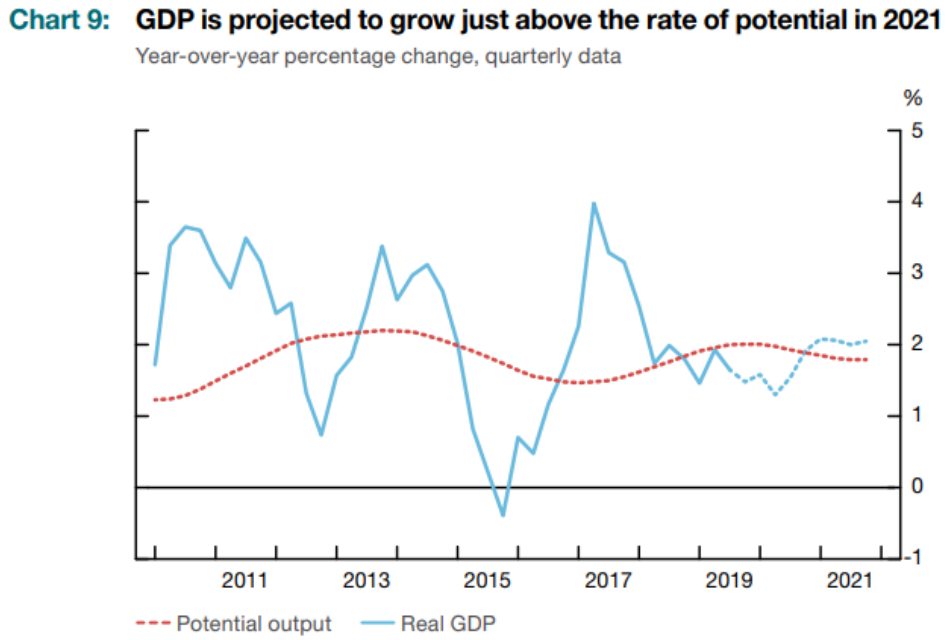


Figure 3 GDP is projected to grow just above the rate of potential in 2021

The latest edition of the World Economic League Table placed Canada as the world's 10th-largest economy, based on its $2.251 trillion (CAD) GDP in 2019. The Centre for Economics and Business Research (Cebr) projects the Canadian economy to rise to the ninth largest in the world by 2024 and eighth largest by 2029 through to 2034, managing potential issues including government debt and the possible impact on policy decisions during the current minority government. A healthy labour market, low unemployment, rising wages, and a small decrease in federal taxes (starting in 2020) will have a positive impact on household disposable income. The Canadian housing market is expected to remain strong through 2020.[15]

A decreasing debt-to GDP ratio

The federal debt-to-GDP ratio is one of the main measures of sustainability of federal finance, where

[15] ECONOMY_7 (World Economic League Table 2020 Cebr)

"A stable or declining federal debt-to-GDP ratio over time means that the federal debt is sustainable because GDP, the broadest measure of the tax base, grows at the same pace or more rapidly than the federal debt."[16].

Federal tax revenues surpassed budget expectations, contributing to a surplus of 0.4% of GDP on a Government Finance Statistics (GFS) basis for 2018[17]. We can expect a further reduction of the debt-to-GDP ratio over the next years – as our tax base grows, the federal debt is shrinking more rapidly (**Figure 4**)[18] :

A declining federal debt-to-GDP ratio will help to further reduce Canada's net debt-to-GDP ratio, which is already the lowest among G7 countries."

The Federal Government is in a strong fiscal position, where Program Expenses and the overall Debt, as a percentage of GDP are forecast to decrease through 2022. Budgetary balance (as percentage of GDP) is forecasted to remain steady throughout 2019-2021 and decrease through 2021-2025. With Program expenses trending down and budgetary revenues remaining constant, the Fiscal Position of the Federal Government is "in the green" and deficits are expected to stay within risk adjustments.[19]

16 ECONOMY_10 (What Does Budget 2019 Tell Us about Projected Federal Revenues, Expenditures, Budgetary Balance and Debt? / April 3, 2019; Que nous apprend le budget fédéral de 2019 sur les projections relatives aux recettes, aux dépenses, au solde budgétaire et à l'endettement? loprespub / avril 3, 2019)

17 ECONOMY_5 (Fitch's Ratings July 17, 2019)

18 ECONOMT_7 (Federal Budget 2019 – Overview; Le Budget de 2019 – Aperçu)

19 ECONOMY_12 (Budget 2019_Highlights of Bill Morneau's fourth federal budget, CBC, March 19th, 2019)

ECONOMY_1 (Economic and Fiscal Update 2019; Mise à jour économique et budgétaire 2019)

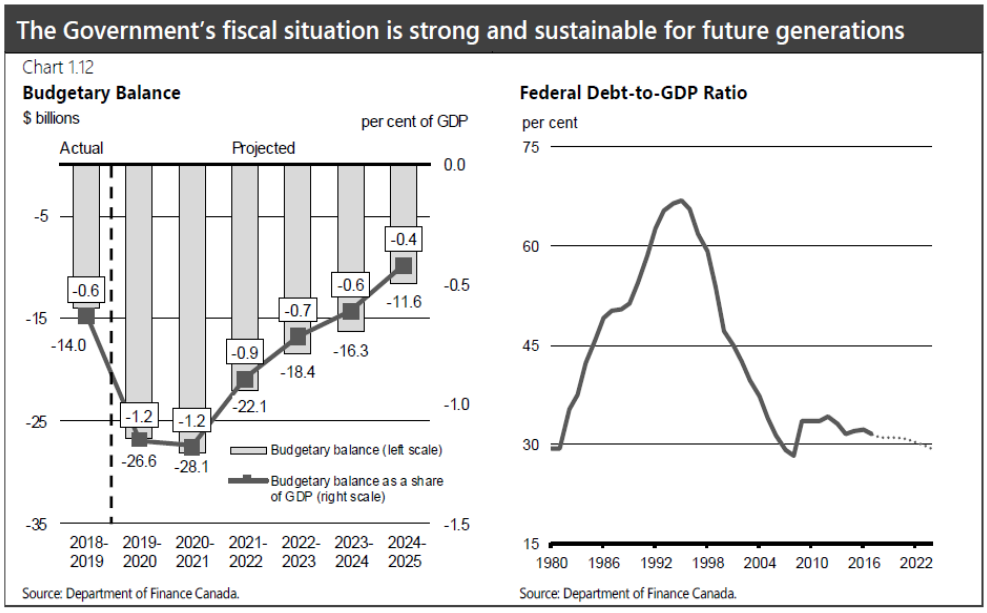


Figure 4 Canada's Budgetary Balance and Federal Debt-to-GDP Ratio

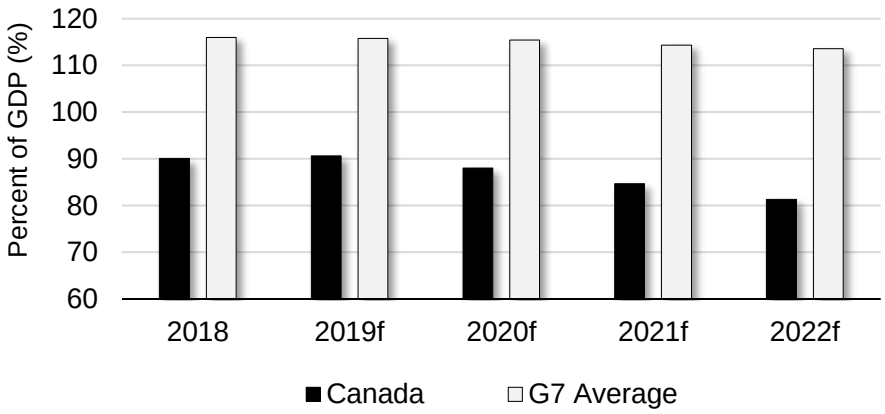


Figure 5 Canada's gross debt is smaller than the G7 average and decreasing through 2022 (% of GDP)

Canada has better fiscal sustainability than the other G7 countries

Canada's general gross debt is forecast to decline consistently through 2022. This contrasts with other G7 countries which are expected to only see modest decreases. General expenditures as a percentage of GDP are forecast to remain steady, while remaining far below the G7 average, indicating that the economy is expected to remain sustainable without increasing direct economic stimulation from government (**Figure 5**, **Figure 6**).[20]

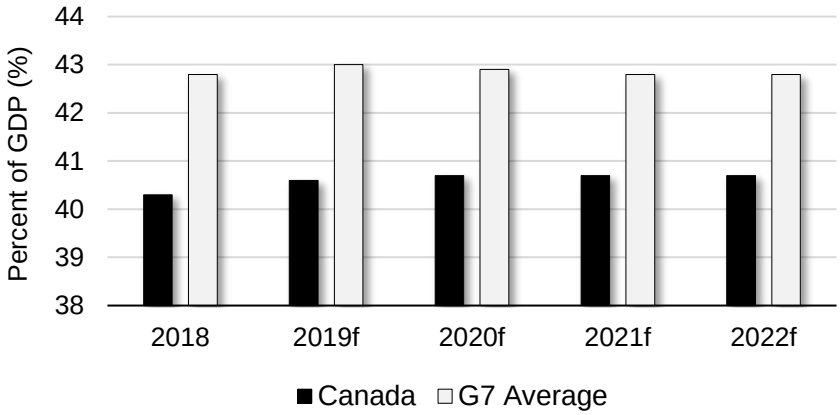


Figure 6 Canada's general expenditures are steady and below G7 average (% of GDP)

Canada's trade of goods and services expanded to *"a record high of $1.5 trillion, or 66% of GDP"* in 2018. Canada has defied global patterns by attracting foreign investment in 2018 amounting an increase by 60% year-over-year.[21] This trend continues with a jump in second quarter foreign investment to $21.7 billion, the highest in the five years.[22] Trade

[20] Data from: International Monetary Fund - Fiscal Monitor, April 2019 www.imf.org/external/datamapper/datasets/FM/1 (accessed September 16, 2019). Note: IMF indicators include Federal and Provincial Governments.

[21] ECONOMY_14 (Why Canada saw a 60% increase in foreign direct investment last year. Globe and Mail. May 22, 2019)

[22] ECONOMY_15A (Statistics Canada The Daily August 29, 2019)

expansion for the first two quarters of 2019 continues to increase, with notable growth in export by 4% in the second quarter in a quarter-on-quarter comparison. [23]

Increases in the contribution to growth from business investment and exports are expected for several reasons, including an improvement in foreign demand, the diminishing of trade policy uncertainty, expansion of oil transportation capacity, and tax incentives to encourage business investment. Trade policy uncertainty and its effect on business investment and export is expected to improve over the next two years. Phase One of the US and China trade agreement, which cancelled some scheduled tariff increases and reduced some existing ones, and the pending ratification should be positive for growth and alleviate some trade uncertainty (**Figure 7**).[24]

[23] ECONOMY_13 (Canada's State of Trade 2019 Report, Global Affairs,2.2 Canada's Trade Performance; Le point sur le commerce, Performance commerciale du Canada 2019)

ECONOMY_14 (Why Canada saw a 60% increase in foreign direct investment last year. Globe and Mail. May 22, 2019)

ECONOMY_15A (Statistics Canada The Daily August 29, 2019)

[24] ECONOMY_5 (Fitch's Ratings. July 17, 2019)

ECONOMY_6 (Bank of Canada Monetary Policy Report, January 2020; Banque du Canada Rapport sur la politique monétaire – Janvier 2020)

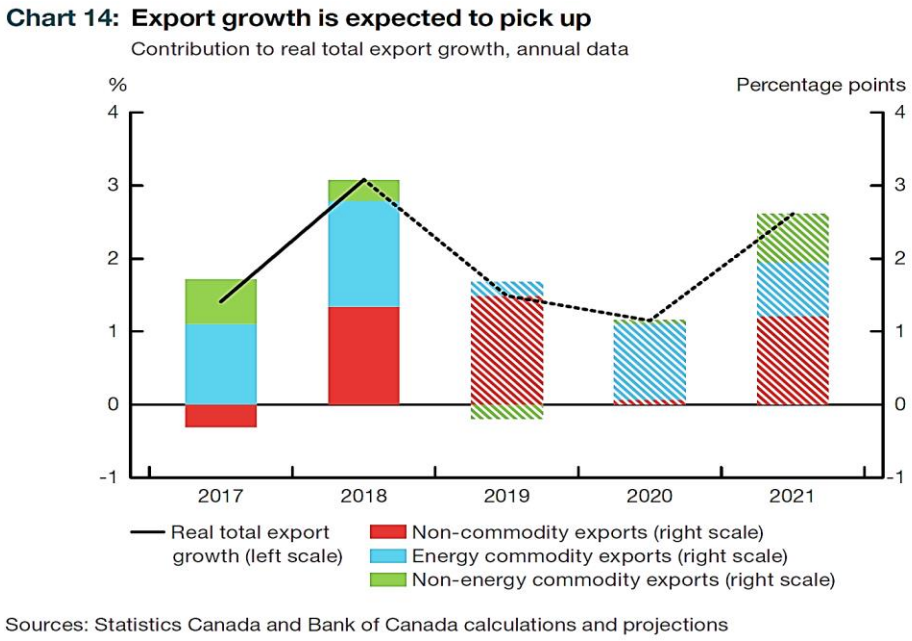


Figure 7 Canadian export growth expected to increase.

Canada has a strong labour market and low unemployment

According to the Economic and Fiscal Update 2019, Canada's job creation is strong (**Figure 8**)[25]:

> *"So far in 2019, employment has risen by nearly 400,000 from its 2018 level, its strongest growth since 2007 (Chart 1.5) even when factoring in the loss of 71,000 jobs in November. As a result, for this year as a whole, the unemployment rate is on pace to reach its lowest level in more than 40 years."*

[25] ECONOMY_1 (Economic and Fiscal Update 2019)

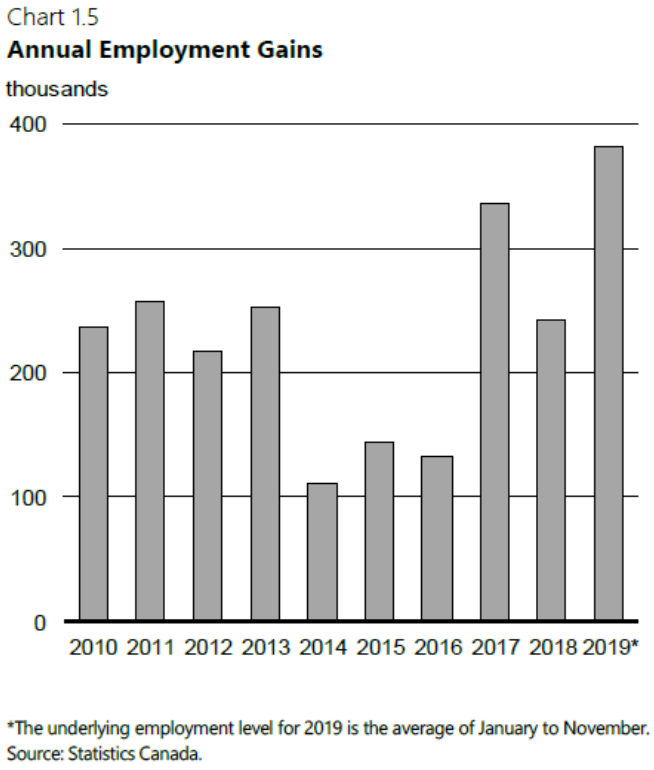


Figure 8 Annual employment gains

Unemployment rates dipped to 5.4% in May, a record low since 1976 when comparable data first became available.[26] Employment news are undeniably positive not only in terms of quantity, but there are also encouraging signs of improvements in quality. Jobs became better in Canada last year: almost three quarters of jobs were full-time, wages improved, and unionization increased.[27]

The Union respectfully submits that the state of the Canadian economy and the Government of Canada's fiscal circumstances are healthy, as indicated by Budget 2019 and the Economic and Fiscal Update (2019) and comparable fiscal factors with G7

[26] ECONOMY_16A (Labour Force Survey, December 2019)

ECONOMY_17 (Canada's economy blows past expectations with gain of 81,100. September 6, 2019)

[27] ECONOMY_38 (Canada experienced the biggest employment jump in 40 years – and now wages are going up too. January 14, 2020. Toronto Star)

economies. The current federal deficit, when analyzed as a percentage of GDP, is historically low and does not hinder the Employer in providing decent wages and economic increases to members of this bargaining unit.

Recent and relevant settlements in the Federal Public Sector

The employer proposed the following general economic increases:

January 1, 2019:	2%
January 1, 2020:	2%
January 1, 2021:	1.5%
January 1, 2022:	1.5%

The increases proposed by the employer fall below what many other units in the federal public sector received for the same years. The wage settlement data below clearly demonstrates a trend and substantial gap between the employer's proposal and increases that were already received (or will be received) by relevant federal public service bargaining units represented by other unions. Most of these settlements followed a pattern where annual economic increases, applied to the salaries of all bargaining unit members, totaled 8% over four years. The employer's proposal for this bargaining unit falls short, whether it's considered in the context of a three-year contract, as per the union's proposal, or a four-year contract (employer's proposal). It most certainly does not support the principle of upholding fairness and relativity within the federal public administration. As per their Value Statement, CFIA *"value[s] competent, qualified and motivated personnel, whose efforts drive the results of the Agency"*, such a s professional development and "flexible staffing policies".[28] It clearly does not refer to a commitment to ensure fair compensation, nor does it suggest that the agency considers their employees are as valued as the tens of thousands of other federal public servants have received higher economic increases. Indeed, the CFIA

[28] ECONOMY_35A (CFIA Statement of Values)
ECONOMY_35B (l'ACIA Énoncé des valeurs)

has offered better economic increases to employees in some of their other bargaining units. In many cases the recipients of these higher increases work side by side with our members (**Table 1**, **Table 2**).

Table 1 Thousands of federal public servants have recently settled agreements with annual economic increases of 8% over 2018-2021

			General Economic Increases				Additional Adjustments
Group	**Employer**	**Union**	**2018**	**2019**	**2020**	**2021**	
Engineering, Architecture and Land Survey (NR)	TBS	PIPSC	**2.8** (2.0+0.8)	**2.2** (2.0+0.2)	**1.5**	**1.5**	
National Research Council (RO/RCO, AS, AD, PG, CS, OP)		PIPSC	**2.8** (2.0+0.8)	**2.2** (2.0+0.2)	**1.5**	**1.5**	
Applied Science and Patent Examination (SP)	TBS	PIPSC	**2.8** (2.0+0.8)	**2.2** (2.0+0.2)	**1.5**	**1.5**	
Engineering, Architecture and Land Survey (NR)	TBS	PIPSC	**2.8** (2.0+0.8)	**2.2** (2.0+0.2)	**1.5**	**1.5**	
Nuclear Safety Comm. (NuReg)	Agency	PIPSC	**2.8** (2.0+0.8)	**2.2** (2.0+0.2)	**1.5**	**1.5**	
Electronics (EL)	TBS	IBEW	**2.0**	**2.0**	**1.5**	**1.5**	Grid restructure (0.5%) in each of 2020, 2021
Financial Management	TBS	ACFO	**2.8** (2.0+0.8)	**2.2** (2.0+0.2)	**1.5**	**1.5**	
TR Group	TBS	CAPE	**2.8** (2.0+0.8)	**2.2** (2.0+0.2)	**1.5**	**1.5**	
Economics and Social Services (EC)	TBS	CAPE	**2.8** (2.0+0.8)	**2.2** (2.0+0.2)	**1.5**	**1.5**	
Audit, Commerce & Purchasing (AV)	TBS	PIPSC	**2.0**	**2.0**	**1.5**	**1.5**	0.75%-2.25% in 2018
Radio Operators (RO)	TBS	Unifor	**2.8** (2.0+0.8)	**2.2** (2.0+0.2)	**1.5**	**1.5**	Tentative as of June 20, 2019
AFS Group CRA	CRA	PIPSC	**2.8** (2.0+0.8)	**2.2** (2.0+0.2)	**1.5**	**1.5**	
Research (RE) HR, MA, SE-RES, SE-REM, DS	TBS	PIPSC	**2.0**	**2.0**	**1.5**	**1.5**	HR 1.35%, MA 1%, SE-RES 0.75%, SE-REM 3%, DS 0.75% in 2018

			General Economic Increases				Additional Adjustments
Group	**Employer**	**Union**	**2018**	**2019**	**2020**	**2021**	
National Film Board (NFB)	Agency	PIPSC	**2.8** (2.0+0.8)	**2.2** (2.0+0.2)	**1.5**	**1.5**	
University Teachers (UT)	TBS	CMFCA	**2.8** (2.0+0.8)	**2.2** (2.0+0.2)	**1.5**	**1.5**	
Law Practitioner (LP)	TBS	AJC	**2.8** (2.0+0.8)	**2.2** (2.0+0.2)	**1.5**	**1.5**	
National Energy Board	Agency	PIPSC	**2.8** (2.0+0.8)	**2.2** (2.0+0.2)	**1.5**	**1.5**	
Office of the Superintendent of Financial Institutions of Canada	Agency	PIPSC	**2.8** (2.0+0.8)	**2.2** (2.0+0.2)	**1.5**	**1.5**	
Health Services (SH) SW, PS, VM, PH, DE, MD, ND, NU-EMA	TBS	PIPSC	**2.0**	**2.0**	**1.5**	**1.5**	PS and SW 2% DE, VW, ND, PH 1.75% SW:4 additional 4% increment at top of pay scale
Health Service (SH) NU, OP	TBS	PIPSC	**3.5**	**2**	**0.75**	**0.75**	
Bank of Canada Security Officers	Crown Corp.	PSAC	**2.5** JG133 JG14	TBA	**TBA**	**TBA**	
Canadian Centre for Occupational Health and Safety	National Agency	PSAC	**2.0**	**2.0**	**2.25**		

Table 2 Thousands of federal public servants have recently settled agreements with annual economic increases of 8% over 2018-2021

Group	**Union**	**# of Members**	**Employer**
Unionized employees	PIPSC	377	Canada Energy Regulator
Nuclear Regulatory	PIPSC	730	Canadian Nuclear Safety Commission
Financial Management	ACFO	4,776	TBS
Law Practitioner	AJC	2,832	
Economics and Social Science Services	CAPE	14,777	
Translation	CAPE	811	
University Teacher	CMCFA	180	
Ship Repair Chargehands	FGDCA	52	

Ship Repair East	FGDTLCE	590	
Ship Repair West	FGDTLCW	632	
Electronics	IBEW	1,059	
Foreign Service	PAFSO	1,512	
Applied Science and Patent Exam.	PIPSC	7,647	
Architecture, Eng., Land Survey		3,541	
Audit, Commerce, Purchasing		5,783	
Health Services		3,100	
Research		2,630	
Air Traffic Control	Unifor	9	
Radio Operator		272	
Audit, Financial, Scientific	PIPSC	11,447	Canada Revenue Agency
Administrative Support/Ops	CUPE	88	National Film Board
Administrative and Foreign Services, Scientific	PIPSC	174	
Technical	SGCT/CUPE	103	
Information Services	PIPSC	64	National Research Council
Library Sciences		43	
Research Officer & Research Council Officer		1,596	
Translation		8	
Administrative Service	RCEA	244	
Administrative Support		268	
Computer Systems Admin		214	
Operational		62	
Technical		999	
Professional Employees	PIPSC	551	Office of the Superintendent of Financial Institutions

Further wage settlements have also been negotiated by the PSAC for federally funded or partially federally funded sectors. Once again, the Employer's proposal pertaining to wages falls below most of these already negotiated increases (**Table 3**).

Table 3 Wage increases for PSAC signed with separate agencies & federally funded organizations for 2018-2019

Sector		Members	
National Units (CLC)	**# in Unit**	**2018**	**2019**
NAV Canada (Multi-Group)	301	4	3
Royal Canadian Mint	685	2.0	2.0
Canadian Post Corporation	1549	1.75	1.8
Staff of Non-Public Funds*	**# in Unit**	**2018**	**2019**
Kingston – Operational	88	2.85	n/a
Valcartier – Operations/Admin	113	3	n/a
Goose Bay – Operations/Admin	19	1.5	n/a
MTL/St. Jean – Operational	79	2.5	n/a
Bagotville – Operations/Admin	27	2.85	n/a
Trenton – Admin Support	21	1.5	n/a
Suffield, AB – NFP	44	2.75	n/a

Wage increases in these cases often reflect job rates (or max rate) at which the vast majority of employees are hired at.

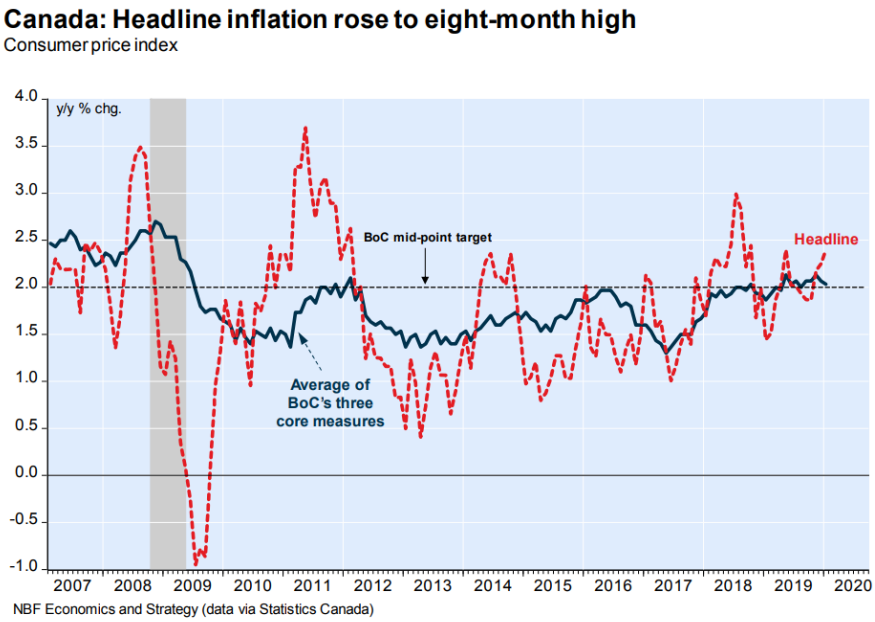
The Employer's wage proposal will certainly not allow for increases in household spending. It also does not reflect forecasted nor established wage increases for 2018. 2019 and 2020. Within a Canadian middle-class context, the Union's wage demand proposing fair economic increases is not simply good for employees but could be considered beneficial, overall, for the Canadian economy in the long-term.

Current and projected cost of living

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

to maintain our standard of living. In January, the CPI increased by 0.3%, leading to a year-on-year inflation rate that climbed to to 2.4%, its highest level in eight months (**Figure 9**) [29]

Figure 9 Canada Headline inflation rose to eight-month high.



According to the Bank of Canada, measures of core inflation are consistent with an economy that is operating close to capacity. The Bank forecasts that CPI will continue to hover around the 2% inflation target and expects some small fluctuations in 2020 due to volatilities in energy prices. The federal carbon pollution fees are forecasted to offset any potential downward pressures from economic slack.

[29] Weekly Economic Watch National Bank of Canada, February 21, 2020; L'Hebdo économique Banque Natioale du Canada 21 février 2020 LIVING_40

The Daily - Consumer Price Index, November 2019; Le Quotidien - Indice des prix à la consommation, novembre 2019 LIVING_2A, LIVING_2B

Ottawa inflation rate accelerates to 2.7% in December. January 22, 2020. LIVING_3

Inflation climbs to 2.2%, Statistics Canada reports. December 18, 2019 LIVING_4

"The projection is consistent with medium- and long-term inflation expectations remaining well anchored. Almost all firms responding to the Business Outlook Survey anticipate that inflation will remain within the Bank's target range of 1 to 3 percent over the next two years."[30]

The latest projections put forward by the Bank of Canada for 2020f and 2021f indicate future losses if the Union was to accept the employer's proposed general economic increases (**Figure 10**).[31]

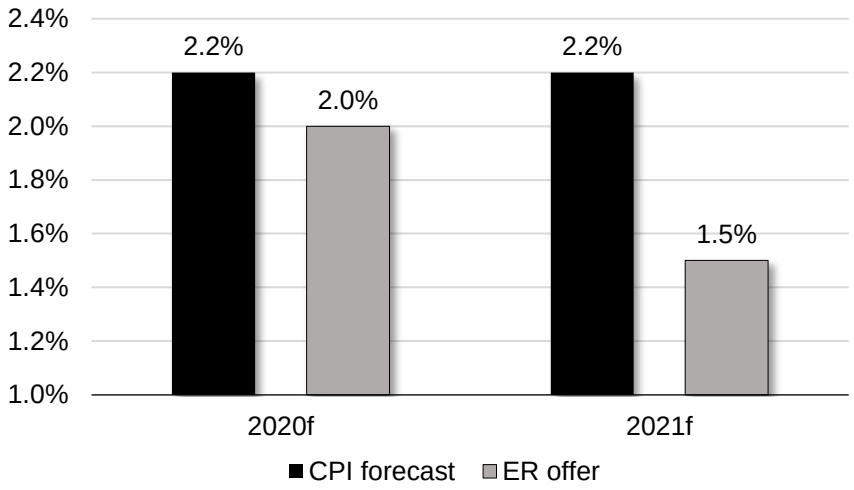


Figure 10 Employer proposed economic increases fall short of projected CPI increases for 2020f and 2021f (%).

[30] Bank of Canada Monetary Policy Report, January 2020; Banque du Canada Rapport sur la politique monétaire – Janvier 2020 ECONOMY_6

[31] Bank of Canada Monetary Policy Report, January 2020; Banque du Canada Rapport sur la politique monétaire – Janvier 2020 ECONOMY_6

The rising cost of Food and Shelter

If CPI increases outpace wage increases, as per the Employer's proposal, members would lose buying power and would find it more difficult to meet their basic needs. For example, the cost for shelter increased 2.8% in the past 12 months as of December 2019.

Looking at a snapshot of CPI, for example for the month of December 2019 (compared to the same month in 2018), it is clear that costs for the necessities of life had all increased at a rate higher than the employer's proposed economic increase of 2%: Shelter increased 2.8%, Food 3.0%, Clothing and Footwear (2.9%), and Transportation (3.7%). The increase in cost that it takes members to cover the basics and show up for work have increased at a higher rate than what the employer is willing to offer (**Figure 11**). [32]

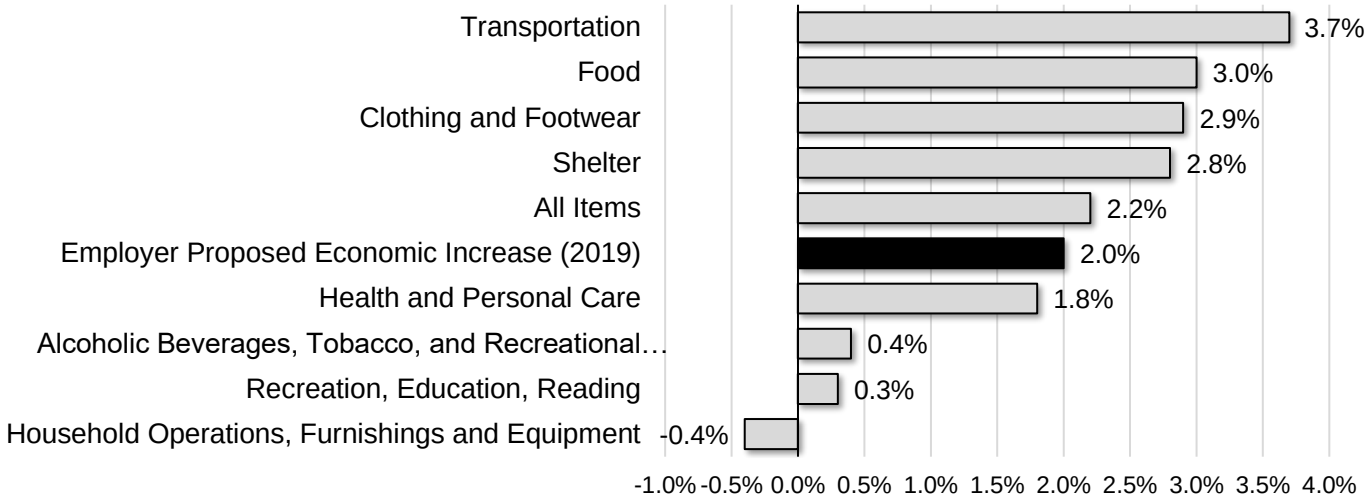


Figure 11 Latest Snapshot of the CPI, December 2019 (Statistics Canada Tables18-10-0004-01 and 18-10-0007-01

[32] LIVING_5 and online tool; LIVING_13A, LIVING_13B, LIVING_13C (Statistics Canada Latest Snapshot of the CPI, December 2019; Statistique Canada Dernier aperçu de l'IPC, décembre 2019)

Statistics Canada Latest Snapshot of the CPI, December 2019 data from Table 18-10-0004-01 and Table 18-10-0007-01

The annual Canada Food Price Report tracks food prices and forecasts expected increases (or changes) to food prices for the next year. Last year the actual increase in food prices was 3.5 per cent – at the high end of the predicted 1.5-3.5 per cent range.[33] According to Dr. Simon Somogyi, one of the lead authors of the report, this is deeply troubling: "*Already, one in eight Canadian households is food insecure. With wage growth stagnant, Canadians aren't making more money, but they still have to eat. The ever-increasing use of food banks across the country is an example of how Canadians can't afford to put food on their plates*."

When inflation rates for various significant food items substantially outpace the growth of income, we become more sensitive to food prices. Relief is not in sight – the 10th annual edition of the report recently forecasted a 2-4% increase in food prices for 2020 (**Table 4**). The predicted annual cost for food for the average Canadian family it will rise by $487 to $12,667 (over 2019). Somogyi attributes soaring food costs to the adverse effects of climate change, manifested crop-destroying weather events such as prolonged droughts and unexpected snowstorms; a reality that will only worsen in the future.[34] [35]

Table 4 2020 Food Price Forecast

Food Categories	Anticipated increase (%)
Bakery	0% - 2%
Dairy	1% - 3%
Fruits	1.5% - 3.5%
Meat	4% - 6%
Restaurants	2% - 4%
Seafood	2% - 4%

[33] Food Price Report 2020; Rapport annuel sur les prix alimentaires canadiens 2020 LIVING_6A**,** LIVING_6B

[34] Food Banks Canada Hungercount 2019 LIVING_7

Canadian families will pay nearly $500 more in 2020 for food, report says LIVING_8

Almost 9 out of 10 Canadians feel food prices are rising faster than income: survey LIVING_9

Vegetables	2% - 4%
Other	2% - 4%
All categories forecast:	**2% - 4%**

Source: Canada's Food Price Report 2020

Rising prices for food especially hurt lower and middle-income households and families, for whom food consumes a much larger share of their budget. Any price increases put a disproportionate amount of strain on the overall budget. Our members need the Treasury Board to provide competitive general economic increases that help offset surging costs for healthy foods and enable them to follow the Canada Food Guide.

Housing costs continue to rise: RBC Economics raised their forecast for home prices by 0.8% for 2019 and 3.5% for 2020, while resale prices are projected to go up by 4.6% in 2019 and by 5.8% in 2020. In their January 2020 housing update, RBC Economics reported price increases for the seventh month in a row, up 3.4% on a year-over-year basis. Sales prices in 2019 were 6.5% above the previous year and prices are predicted to continue to rise in 2020. With maintenance costs, home insurance, taxes and the cost of energy being other factors homeowners need to account for in affording a household, here is no indication of these expenses slowing down for middle-class Canadians who are or want to become homeowners.[36]

[36] Monthly Housing Market Update, RBC Economics, September 16th, 2019 LIVING_10A

Monthly Housing Market Update, RBC Economics, January 15, 2020. LIVING_10B

RBC Economics Home Resale and Price Forecast December 2019 LIVING_14

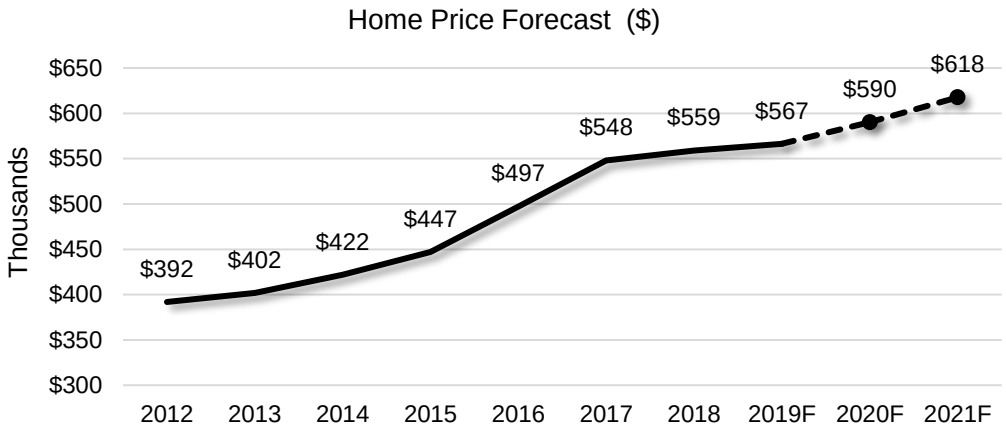


Figure 12 Canadian home prices expected to increase[37]

The importance of maintaining wage growth in the context of keeping up with the cost of living is emphasized in the 2019 Fiscal Update[38]:

> *"Sustaining this employment growth and wage gains will be important to supporting incomes for Canadian households."*

In summary, costs for the necessities of life including food and shelter continue to rise, making it more difficult to "just get by". The Employer's proposed wage increases for 2019, 2020, and 2021 fail to appropriately address these increasing costs of living.

[37] Source: RBC Economics Home Resale and Price Forecast (December 2019) LIVING_14

[38] Bank of Canada Monetary Policy Report, January 2020; Banque du Canada Rapport sur la politique monétaire – Janvier 2020 ECONOMY_6

Economic and Fiscal Update ECONOMY_1

Highly competitive labour market

Canada added a total of 320,300 jobs this year, the second-most since 2007 and increases in December 2019 alone came to 25,000. At the same time, the unemployment rate dipped to 5.5%, just shy of a historic low (**Figure 13**, **Figure 14**).[39]

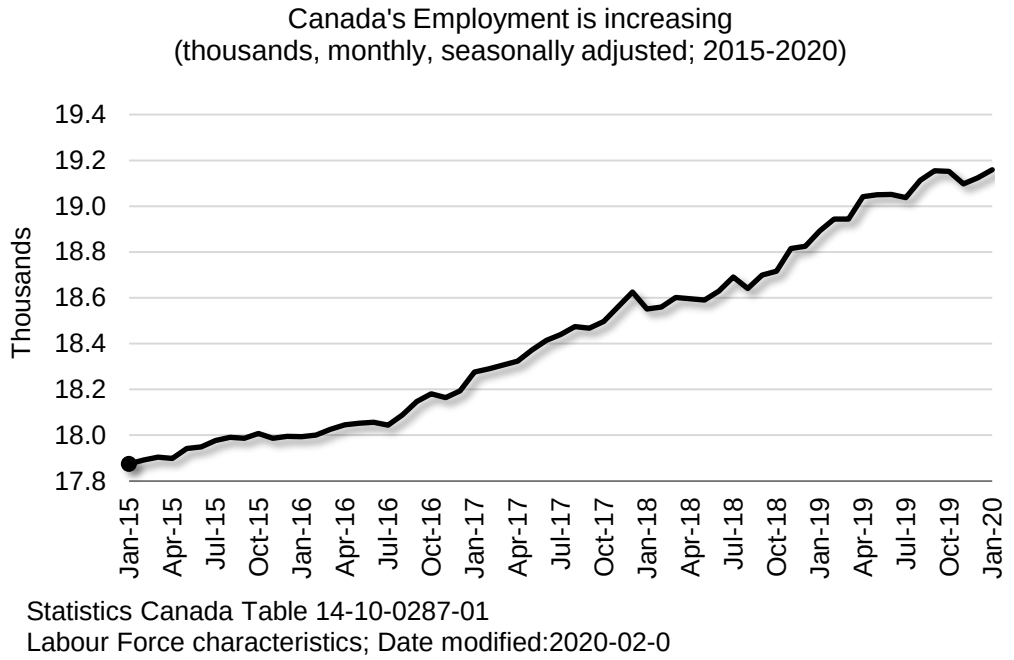


Figure 13 Canada's Employment is increasing

[39] Statistics Canada. Labour Force Survey, December 2019. Released January 10, 2020. LABOUR_1

Canada caps Canada's second best year for jobs since 2007. Bloomberg. Jan 10, 2020 LABOUR_2

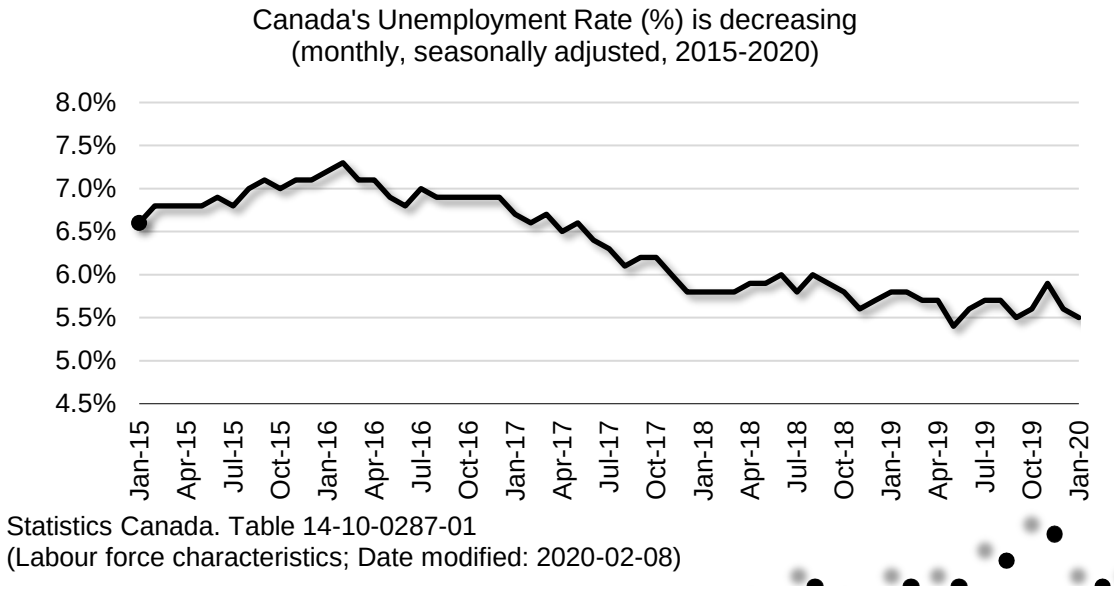


Figure 14 Canada's unemployment rate is decreasing

Wage increases were also robust, with gains across all major groups (**Figure 15**). [40]

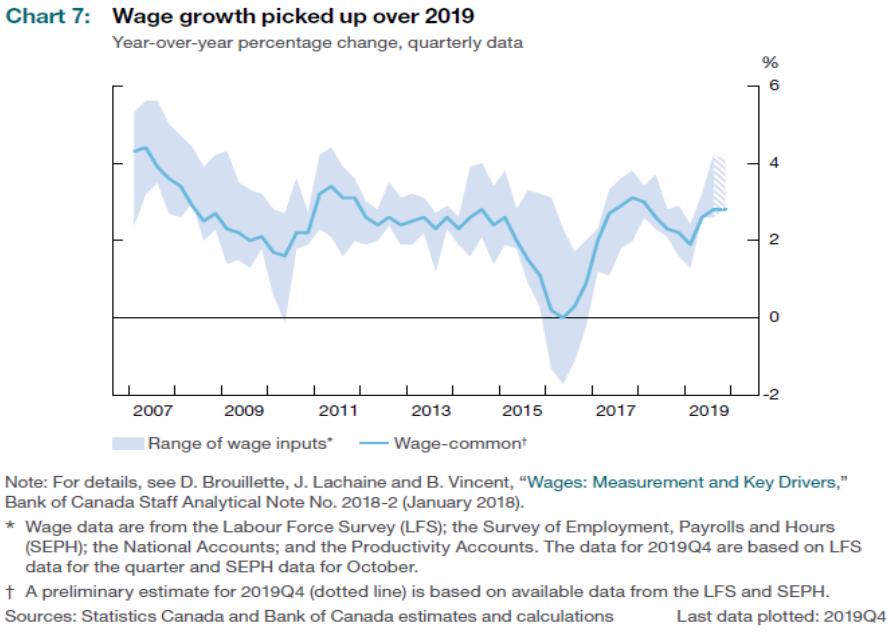


Figure 15 Wage growth picked up over 2019

[40] Bank of Canada Monetary Policy Report January 22, 2020 ECONOMY_6

Canada's tight labour market has made it more likely for workers to seek alternative positions if they are not happy with their current employment situation. Additionally, 80% of participants working in 584 Canadian organizations reported being stressed about money and pay issues on a regular basis, while 2% were *very* or *extremely* stressed[41]. A recent survey by Scotia Bank revealed that on average, Canadians spend two hours per day worrying about their finances.[42]

This rings especially true for federal public servants. Almost 80 percent of CFIA respondents to the 2019 annual federal public service employee survey reported that their pay or other compensation has been affected by Phoenix. Nineteen (19) percent of respondents felt that Phoenix-related compensation issues affected their decision to seek (or accept) a position within the federal public service.[43]

Given a consistently strong labour market, low unemployment, and overall increases in for both unionized (and non-unionized) jobs, the Union believes salaries and wages for this bargaining unit should reflect these trends and remain competitive.

<u>Salary Forecasts within a tight Canadian labour market (2019)</u>

The labour market certainly influences trends in salary increases. At the same time, declining unemployment and stability in employment levels are indicators that the Canadian economy is doing well. Employers wishing to retain trained staff must increase wages to appropriate levels or risk losing staff should the right opportunity present itself. To aid in

[41] Welcoming wage increases. Canadian HR Reporter. Sarah Dobson. July 8, 2019 (accessed August 19, 2019) LABOUR_6

[42] Nearly one-third of workers plan to change jobs in next 2 years: report HR Reporter LABOUR_4

Lack of progression big reason for workers quitting HR Reporter LABOUR_5

Welcoming wage increases. Canadian HR LABOUR_6

Canadians worry about finances 2 hours a day HR Reporter LABOUR_7

[43] 2019 Public Service Employee Service EcoF_34A

Sondage auprès des fonctionnaires fédéraux de 2019 EcoF_34B

retention and recruitment, more than two thirds of Canadian employers plan to exceed their hiring budgets to attract new employees, and approximately one third plan to increase the salaries of current staff in 2020. Indeed, the competitive labour market is influencing wages, which posted a real increase. Year over year wage growth (for all employees) in July 2019 accelerated at 4.5%, the fastest rate in a decade. [44] Hourly rates for unionized employees increased by 4% year-over-year (January 2019-January 2020; Statistics Canada).[45]

The weight of the Public Sector in the Canadian Economy

In the last 20 years, Public Sector programs and staff expenses have been trending down, mostly attributed to cuts from the Harper Government, which disrupted Canada's middle-class. As such, the Union suggests that the wages negotiated beyond the Employer's proposal for our members would help reverse this trend and account for a greater and positive impact on the Canadian economy. Public Sector jobs contribute to a social context which favors growth by creating stability hubs throughout economic cycles, by mixing up industries and economic growth in non-urban regions, while maintaining a strong middle-class and reducing gender-based and race inequities in the workforce.[46]

<u>In summary:</u>

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

i. "Ability to pay" is a factor entirely within the government's own control;

[44] Most Canadian employees are ready to quit their jobs, survey finds. CBC Business. LABOUR_9

Two-thirds of employers to exceed payroll budgets in 2020 LABOUR_10

Statistics Canada LABOUR_11

Canadian wages hit fastest growth pace in 10 years. LABOUR_12

[45] Table 14-10-0320-02 Average usual hours and wages by selected characteristics, monthly, unadjusted for seasonality (accessed February 17, 2020) and LABOUR_20A, LABOUR_20B

[46] Portrait de la contribution de la fonction publique à l'économie canadienne, Institut de Recherche et d'informations socio-économiques, François Desrochers et Bertrand Schepper, Septembre 2019, EcoF_37

ii. The concept of ‘ability-to-pay’ has been rejected as an overriding criterion in public sector disputes by an overwhelming majority of arbitrators;
iii. Budget 2019 (and the Economic and Fiscal update 2019) stipulates the Canadian economy is growing and healthy whereby Canada has some of the strongest indicators of financial stability in the G7 economies;
iv. Canada has a strong labour market and low unemployment, whereby competitive wages play a major role;
v. The Government of Canada’s finds itself in healthy fiscal circumstances and has the ability of the deliver fair wages to its employees;
vi. The Government of Canada’s deficit, as a percent of GDP, is historically low and does not present an obstruction to providing fair wages and economic increases to federal personnel;
vii. The Employer’s proposed rates of pay are below established and forecasted Canadian labour market wage increases;
viii. The Employer’s proposed rates of pay come in below inflation, affecting the economic value of salaries without accounting for the rising cost of living expenses such as food and shelter;
ix. A significant cohort of members of this bargaining unit is within range of retirement or nearing it, suggesting the Employer is soon to be facing a significant reduction in staffing levels;
x. Public Sector jobs contribute to a social context which favors growth and the prosperity of the middle-class on which Canada’s economy heavily relies on;

In conclusion, the Union’s proposals concerning economic increases reflect broader economic trends both inside and outside the federal public service. As has been demonstrated here, the employer’s current position with respect to wages is well below economic forecasts and inflationary patters. The Union submits that when looking at recent core public administration settlements its wage proposal is reasonable, particularly given that the Employer’s wage proposal is out of sync with all recent settlements in the core public administration. If PSAC was to agree to the employer’s wage proposal as submitted,

the Union would be agreeing to the lowest wage settlement of all recently negotiated agreements in the core public administration. In light of these facts, the Union submits that its economic proposals are both fair and reasonable. Consequently, the Union respectfully requests that they be included in the Commission's recommendations.

Fairness and comparability of conditions of employment of employees with applicable positions in similar employment in the federal public administration

The PSAC proposes a number of wage adjustments to be applied to the wage grids of specific employee sub-groups based on comparability to core public service employees (i.e. Treasury Board employees) in the same or similar classifications, and/or on internal comparability (pay relationship with other subgroups at the CFIA). All adjustments are effective January 1, 2019 prior to any economic increase.

The Union seeks to restore appropriate relationships between and among classifications and occupations within the federal public service. To that end, the Union proposes that the CFIA 2019 salaries for the following classifications be adjusted to match the higher salaries of their counterparts at the Core Public Administration and greater federal public service, and that such adjustments become effective on January 1, 2019.

The data presented in each case will show the significant wage gap and support the Union's reasonable and justified proposal. PSAC proposes to apply wage adjustments to the wage grids of specific employee sub-groups based on comparability to other public service employees, including the core (i.e. Treasury Board) employees) in the same or similar classifications, and, in some instances. external comparators. Any external comparators used in our analyses have been historically recognized as appropriate.

These adjustments would eliminate wage gaps and match salaries of our bargaining unit members with those of their comparators.

All adjustments are effective January 1, 2019 prior to applying any general economic increase (**Table 5**).

Table 5 Summary of proposed market adjustments

FI	Financial Management Group	• Replace the maximum increment of each all FI levels • Add two steps to the top of all FI pay scale and drop the lowest two steps from pay scales; members immediately move up their pay scales by two steps • Harmonize increment size within levels
AS	Administrative Services Group	**6%**
CR	Clerical and Regulatory Group	**8%**
IS	Information Services Group	**5.7%**
PM	Program Administration Group	**6.2%**
SI	Social Science Support Group	**3.35%**
HP	Heating, Power, and Stationary Plant Operation Group	**11.5%**
EG	Engineering and Scientific Support Group	**--**
GS	General Services Group	**1%**
GT	General Technical Group	**0.75%**
General Labour Group (GL):		
GL-EIM	Electrical Installing and Maintaining Sub-Group	**5.85%**
GL-ELE	Elemental Sub-Group	**0.70%**
GL-MAM	Instrument Maintaining Sub-Group	**0.75%**
GL-INM	Machinery Maintaining Sub-Group	**2.6%**
GL-MAN	Manipulating Sub-Group	**2.65%**
GL-MDO	Machine Driving-Operating Sub-Group	**0.70%**
GL-PIP	Pipefitting Sub-Group	**2.2%**

As per Article 63.04 of the current collective agreement for this bargaining unit: *If, during the term of this Agreement, a new classification standard for a group is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees on their movement to the new levels.* Although there is an intention to fully overhaul classifications standards when CFIA formed in 1997, Treasury Board classifications are still in use.

The agency also adopted Treasury Board's occupational group structure. Positions in the core public services are organized and defined by occupational groups and sub-groups. Each occupational group has a definition and subject to the most current job evaluation standards. These can be accessed in full at the *Occupational groups for the public service* site. After formation of the CFIA, positions in this bargaining unit still fall under these occupational groups and sub-groups. Pertinent information and definitions are provided in each section for ease of reference.[47]

AS, CR, IS, and PM Sub-groups

The Public Service provides a broad spectrum of services to Canadians through the core public service, but also through specialized agencies such as the CFIA and Canadian Revenue Agency (CRA). Agencies, just like the Treasury Board, employ Program Managers (PMs) to translate policies into programs that help Canadians (i.e. program delivery). They require a host of administrative (AS) and clerical (CR) staff to enable them to perform their work and fulfil their mandate. AS, CR, and PM staff may have some overlap in their skill sets and similarities in their day to day work, however PMs tend to deal more with clients external to the public service (i.e. front-line services dealing directly with

[47]Occupational groups for the public service https://www.canada.ca/en/treasury-board-secretariat/services/collective-agreements/occupational-groups.html

Groupes professionnels dans la fonction publique https://www.canada.ca/fr/secretariat-conseil-tresor/services/conventions-collectives/groupes-professionnels.html (accessed February 20, 2020)

Canadians). Like PMs, Information Services (IS) officers read and analyse policy, however their work specializes in assessing public attitudes and developing strategic communication plans to explain and promote those policies and programs and policies coming out of them. Accordingly, in the core, the AS, CR, IS, and PM groups fall under Program and Administrative Services (PA). CFIA, as an agency requires the same services, but does not bundle the groups into their own Program and Administrative Services branch.

Below, an overview of the AS, PM, IS, and CR occupational groups for the public service.

Administrative Services (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 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.

Clerical and Regulatory (CR)

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;
    f. the operation of micro-processor controlled telephone switching systems and peripheral equipment;

15. the leadership of any of the above activities.

Information Services (IS)

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.

Program Administration (PM)

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.

The Union's proposal is fair and reasonable and is based on the key legislative and arbitral principle that employees in one bargaining unit should receive wages and working conditions comparable to those enjoyed by employees who are doing work of a similar nature elsewhere in the Canadian public service and general labour market.

The Canadian Revenue Agency (CRA is an agency that was carved out of the Treasury Board core Program Administration (PA) group before becoming an agency like the CFIA. After performing a classification review, the CRA combined their PM, IS, AS, and CR positions into a single group called Service Program (SP), much like the larger core's PA group. The work performed by employees did not change, nor did their location of work, their manager/supervisor, or the relative position of their position within the CRA's larger occupational structure. Notwithstanding the above, job profiles were updated to more accurately reflect tasks and more recent technologies. Wages were adjusted appropriately after the CRA converted to their new 10-level SP system and each SP level may include more than one type of position. The conversion chart of the relevant positions is part of the CRA collective agreement[48], but is reproduced below for ease of reference (**Table 6**). Once the CFIA performs their own classification review, there is no reason to believe that the outcome would be different from the one performed by the CRA.

Table 6 CRA Service Program (SP) conversion chart

SP-01	**SP-02**	**SP-03**	**SP-04**	**SP-05**
CR-01	CR-03	CR-04	AS-01	AS-02
CR-02			CR-05	IS-02
			PM-01	PM-02
SP-06	**SP-07**	**SP-08**	**SP-09**	**SP-10**
AS-03	AS-04	AS-05	AS-06	AS-07
PM-03	IS-03	IS-04	IS-05	IS-06
	PM-04	PM-05		PM-06

Comparators used in this brief, are based on the imperatives laid out in Section 175.

Members working in AS, CR, PM, and IS positions at CFIA, Parks Canada, Border Services, in countless departments across the country, are performing their work within the public service's framework described above. Policies and programs may differ, but they

[48] CRA CONVERSION_1A ENG; CRA CONVERSION_1B FR

must all still be developed, supported, managed, communicated about, and delivered to the public.

For example, an Administrative Assistant in the PA core who takes on a similar position at the CRA or CFIA can perform the work in a similar position in other departments and agencies in the public sector (and beyond). Public servants performing the same work in the core public service, or in the agencies that came out of the core public service should receive equivalent compensation. A CFIA Administrative Assistant's Key Activities would not substantially differ from those performed by the CRA Administrative Assistant (SP-04, Job Number SP163):[49]

- Manages the administration of an office and ensures the proper information flow for the timely handling, distribution and disposition of requests and correspondence.
- Coordinates and controls the gathering and processing of documentation related to administrative, financial and human resources activities.
- Controls all correspondence/documents in the office and flags incoming requests or issues (sensitive and urgent) that require immediate attention.
- Coordinates and controls the processing of correspondence, enquiries and complaints.
- Monitors and follows-up on divisional issues, projects, and initiatives.
- Organises the calendar of activities including the scheduling of meetings and travel, agendas, minutes of meetings, memos, and follows-up on outstanding issues for a senior manager

National Occupational Classification (NOC) codes developed by Employment and Social Development Canada. NOC codes are *"the authoritative resource on occupational information in Canada providing a standard taxonomy and framework for dialogue on Labour Market Information."*[50] Encompassing 30,000 occupational in 500 unit groups, each

[49] Administrative Assistant_SP0163

[50] National Occupational Classification http://noc.esdc.gc.ca/English/noc/welcome.aspx?ver=16

unit group describes main duties and employment requirements, and examples of occupational titles. The NOC considered the Federal Government's foremost platform for statistics and the collection, analysis and dissemination of quantitative data. This invaluable tool is used by employers (including the Government of Canada), workers, statisticians, and to support policy development and program design and administration, and service delivery. *Administrative Assistants* fall under NOC 1241. There are no special sub-groups that refer to "Administrative Assistants in different public service departments, such as the CFIA or CRA". There is an endless variety of tools, techniques, and conventions to successfully perform the key activities required in an Administrative Assistant position. This does not change the position in a substantive manner. There is no cogent reason why Administrative Assistants (or any other positions) across the federal public service and the agencies should not be compensated in a fair and equitable manner. Indeed, Section 175 of the FPSLRA[51] guides the Commission to 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"* when writing their decision. The union respectfully submits that their economic proposals speak to this.

The Union proposes to eliminate the pay gap between CFIA members and comparable employees at the Canada Revenue Agency (CRA).

The CRA group is still in negotiations for a new collective agreement and rates for 2017 and beyond are not available. However, another unit at the CRA, the Audit, Financial and Scientific group (AFS - PIPSC) has completed negotiations and achieved increases of 2.5%

Classification nationale des professions
https://noc.esdc.gc.ca/Accueil/Bienvenue/a0129f841e964628b3eef48903cda219?GoCTemplateCulture=fr-CA (accessed February 25, 2020)

[51] https://laws-lois.justice.gc.ca/eng/acts/p-33.3/page-13.html; https://laws-lois.justice.gc.ca/fra/lois/p-33.3/page-13.html

(2015), 1.25% + 2.5% (2016), and 1.5% (2017)[52]. There is a reasonable expectation that other CRA units would, at a minimum, achieve similar general increases for these years. We therefore applied these increases to the 2015 CRA rates to approximate 2017 rates for SP positions and used those values to do our comparison (**Table 7**). Job rates were used to perform comparisons unless stated otherwise.[53] [54] [55]

Table 7 Predicted CRA SP wage rates after application of economic increases

	CRA rates	**CRA SP rates after PIPSC CRA increases**		
	2015	**2016**		**2017**
		2.50%[56]	**1.25%**	**1.25%**
SP-01	41,498	42,535	43,067	43,605
SP-02	47,580	48,770	49,379	49,996
SP-03	52,751	54,070	54,746	55,430
SP-04	58,988	60,463	61,218	61,984
SP-05	63,848	65,444	66,262	67,091
SP-06	69,081	70,808	71,693	72,589
SP-07	74,747	76,616	77,573	78,543
SP-08	87,845	90,041	91,167	92,306
SP-09	97,506	99,944	101,193	102,458
SP-10	110,031	112,782	114,192	115,619

The following tables represent the percentage increase required to lift CFIA wages to the level of the (predicted) 2017 CRA rates (**Table 8**, **Table 9, Table 10,Table 11).**

[52] PIPSC_1A CA ENG, PIPSC_1B CA FR

[53] Comparison_1 AS, PM, IS, CR

[54] CRA CA Appendix A FR, CRA CA Appendix A EN

[55] CFIA Collective Agreement Appendix A ENG, CFIA Collective Agreement Appendix A FR

[56] Grid restructure

Table 8 Wage gap between CFIA CR and equivalent CRA SP positions

Level	CFIA 2017	CRA equivalent	CRA 2017	% difference
CR-01	38,488	**SP 01**	43,605	-11.7%
CR-02	40,405	**SP 01**	43,605	-7.3%
CR-03	46,261	**SP 02**	49,996	-7.5%
CR 04	51,285	**SP 03**	55,430	-7.5%
CR 05	56,221	**SP 04**	61,984	-9.3%
CR 06	63,760	**SP 05**	67,091	-5.0%
			Average	**-8.0%**

Table 9 Wage gap between CFIA PM and equivalent CRA SP positions

	CFIA 2017	CRA equivalent	CRA 2017	% difference
PM 01	58,353	**SP 04**	61,984	-5.9%
PM 02	62,642	**SP 05**	67,091	-6.6%
PM 03	67,143	**SP 06**	72,589	-7.5%
PM 04	73,554	**SP 07**	78,543	-6.4%
PM 05	87,860	**SP 08**	92,306	-4.8%
PM 06	108,948	**SP 10**	115,619	-5.8%
			Average	**-6.2%**

Table 10 Wage gap between CFIA AS and equivalent CRA SP positions

Level	CFIA 2017	CRA equivalent	CRA 2017	% difference
AS 01	58,353	**SP 04**	61,984	-5.9%
AS 02	62,642	**SP 05**	67,091	-6.6%
AS 03	67,143	**SP 06**	72,589	-7.5%
AS 04	73,554	**SP 07**	78,543	-6.4%
AS 05	87,860	**SP 08**	92,306	-4.8%
AS 06	97,653	**SP 09**	102,458	-4.7%
AS 07	108,948	**SP 10**	115,619	-5.8%
			Average	**-5.9%**

Table 11 Wage gap between CFIA IS and equivalent CRA SP positions

Level	CFIA 2017	CRA equivalent	CRA 2017	% difference
IS 02	62,642	**SP 05**	67,091	-6.6%
IS 03	73,554	**SP 07**	78,543	-6.4%
IS 04	87,860	**SP 08**	92,306	-4.8%
IS 05	97,653	**SP 09**	102,458	-4.7%
IS 06	108,948	**SP 10**	115,619	-5.8%
			Average	**-5.7%**

The union therefore proposes to close the wage gap by applying the following increases effective January 1, 2019 prior to any economic increase as summarized in **Table 12** below.

Table 12 Union's proposed market adjustments for the AS, CR, IS, and PM sub-groups

Sub-Group	Increase (%)
AS	6.0
CR	8.0
IS	5.7
PM	6.2

General Labour (GL), General Service (GS), and General Technical (GT), Heating, Power and Stationary Plant Operations (HP)

Public Service employees in *Operational Service* jobs fall into a few general categories: GL (General Labour), GS (General Service), and GT (General Technical). Thousands of members in the core's Operational Services (SV) group positions perform these jobs. Members of the CFIA and Parks bargaining groups also perform equivalent jobs. As both agencies came out of the larger TB group, the jobs still fall into the same categories and sub-categories.

The federal public service supports many different departments across Canada. Any department, whether part of an agency or the core, requires staff to perform certain tasks

and duties to run and maintain these facilities. Additionally, we can expect, with reasonable certainty that, for example plumbers, perform the same overall tasks and duties, using similar tools as their colleagues in the public and private sector. The same principles apply to the maintenance of instruments and machinery, or electrical installation, building maintenance, HVAC, and more. Machines, instruments, and locations may vary, but fundamentally these occupations are the same, no matter which department, building, or organization they are performed in. The GL, GS, and GT groups of positions are primarily involved in:

General Labour - GL	the maintenance and protection of government facilities and structures such as buildings, stores, laboratories, and equipment;
General Services - GS	the provision of food, personal support services; and
General Technical - GT	the performance, inspection and leadership of skilled technical activities.

General Labour (GL)

Primary responsibilities in the positions in the GL group include one or more of the following activities:

11. the fabrication, alteration, maintenance or repair of buildings, structures, roads or other installations;
12. the installation, operation, maintenance or repair of equipment, distribution systems or vehicles;
13. the production of parts, prototypes or other items;
14. the cultivation of grounds, gardens and other land or the propagation of plants;
15. the performance of leadership activities that require the inspection of construction work for conformity to prescribed standards or specifications where the following are of primary importance:
16. acting as the architect's or engineer's representative on the construction site of work being performed under contract, with responsibility to ensure that work proceeds according to an agreement and that all statutory requirements are met by the contractor before progress payments are released; and

17. performing the functions of an inspector on behalf of a property manager, with responsibility for examining and recommending work that should be done to properly maintain structures, and for recommending the acceptance or rejection of work;

18. the leadership of any of the above activities

Elemental (GL-ELE) Sub-group (General Labourers)

Position overview: The performance or supervision of routine duties where adherence to rigid standards or specifications is not required and where little or no latitude exists for judgement. The work includes tending and making minor operating adjustments to machines and equipment that require no precision set-up.

This sub-group includes such occupations as labourer, labour-pool supervisor, lubrication worker, air-hammer operator, concrete-mixer operator and all trades helpers.

We compared the 2017 GL-ELE Sub-group wages to those of the Treasury Board SV[57] and the Parks Canada[58] agency. Rates for 2018 were not yet available for all groups, the union therefore used job rates for 2017 to perform the comparison. **Table 13** outlines how GL-ELE positions at CFIA are lagging their comparators. The union proposes to close the 0.68% wage gap effective January 1, 2019 prior to any economic increase.[59]

Table 13 Wage gap between CFIA GL-ELE and comparators (2017)

	Operational Services 2017	**Parks Canada 2017**
	CFIA wage gap	
GL ELE 01	-0.65%	-0.67%
GL ELE 02	-0.76%	-0.76%
GL ELE 03	-0.61%	-0.61%

[57] SV General Labour GL-ELE rates of pay

[58] PARKS CA General Labour GL-ELE rates of pay

[59] GL-ELE Comparators

	Operational Services 2017	Parks Canada 2017
GL ELE 04	-0.56%	-0.56%
GL ELE 05	-0.73%	-0.74%
GL ELE 06	-0.59%	-0.57%
GL ELE 07	-0.74%	-0.75%
GL ELE 08	-0.63%	-0.64%
GL ELE 09	-0.71%	-0.70%
GL ELE 10	-0.69%	-0.68%
GL ELE 11	-0.72%	-0.72%
GL ELE 12	-0.70%	-0.72%
GL ELE 13	-0.68%	-0.68%
GL ELE 14	-0.74%	-0.73%
Average	**-0.68%**	**-0.68%**

Electrical Installing and Maintaining Sub-Group (GL-EIM)

> *Position overview:* This sub-group includes such occupations as electrical-instrument repairer, electrical repairer, electrician, line maintainer, line repairer and related supervisors at classification levels 9 to 14 inclusive.
>
> *Skilled Trades, Journeyman and Higher:*
>
> The performance and supervision of duties that require fabricating, processing, inspecting or repairing materials, equipment, products or structural units, including the lay-out of work, the set-up of equipment and the operation of precision tools and instruments. The work performed requires the application of an organized body of knowledge related to materials, tools and principles associated with skilled crafts and a thorough knowledge of machine capabilities, properties of materials and craft practices. Workers plan the order of successive operations, use manuals and technical data to position work, adjust machines, establish datum points, verify accuracy, and assume responsibility for the completion of each assignment.

The union compared the 2017 GL-EIM Sub-group wages to those of the Treasury Board SV and the Parks Canada groups. We used CFIA levels EIM-09 to EIM-14 because those were the levels available in all three collective agreements (the SV group has levels 09-14). The union proposes to close the CFIA GL-EIM wage gap with appropriate comparators

by applying a 5.85% adjustment to all levels of the sub-group prior to any economic increase (**Table 14**).[60] [61]

Table 14 Wage gap between CFIA GL-EIM and comparators (2017)

	Operational Services 2017	**Parks Canada 2017**
	CFIA wage gap	
GL EIM 09	-5.91%	-5.92%
GL EIM 10	-5.81%	-5.82%
GL EIM 11	-5.89%	-5.89%
GL EIM 12	-5.84%	-5.83%
GL EIM 13	-5.80%	-5.80%
GL EIM 14	-5.85%	-5.84%
Average	**-5.85%**	**-5.85%**

Machinery Maintaining (GL-MAM) Sub-group

Position overview:

This sub-group includes such occupations as air-conditioning and refrigeration mechanic, millwright, locksmith, oil burner installer and repairer, building services technician, and related supervisors at classification levels 5 to 14 inclusive.

Skilled Trades, Journeyman and Higher

The performance and supervision of duties that require fabricating, processing, inspecting or repairing materials, equipment, products or structural units, including the lay-out of work, the set-up of equipment and the operation of precision tools and instruments. The work performed requires the application of an organized body of knowledge related to materials, tools and principles associated with skilled crafts and a thorough knowledge of machine capabilities, properties of materials and craft practices. Workers plan the order of successive operations, use manuals and technical data to position work, adjust machines, establish datum points, verify accuracy, and assume responsibility for the completion of each assignment.

[60] PARKS CA General Labour GL-EIM rates of pay

SV General Labour GL-EIM rates of pay

[61] GL_EIM Comparators

The union compared the 2017 GL-MAM Sub-group wages to those at Treasury Board Operational Services (SV) and Parks Canada. We used CFIA levels MAM-05 through to MAM-14 as per the availability of these levels in all three collective agreements. The union proposes to close the CFIA GL-MAM wage gap with appropriate comparators by applying a 2.6% market adjustment to all levels of the sub-group prior to any economic increase (**Table 15**).[62]

Table 15 Wage gap between CFIA GL-MAM and comparators (2017)

	Operational Services 2017	**Parks Canada 2017**
	CFIA wage gap	
GL MAM 05	-2.70%	-2.68%
GL MAM 06	-2.54%	-2.55%
GL MAM 07	-2.64%	-2.63%
GL MAM 08	-2.65%	-2.65%
GL MAM 09	-2.51%	-2.51%
GL MAM 10	-2.60%	-2.57%
GL MAM 11	-2.52%	-2.52%
GL MAM 12	-2.68%	-2.68%
GL MAM 13	-2.59%	-2.58%
GL MAM 14	-2.58%	-2.58%
Average	**-2.60%**	**-2.59%**

Manipulating (GL-MAN) Sub-group

Position overview:

The performance or supervision of duties that require the dexterous use of hands, hand tools or special devices to work, move, guide or place objects or materials where some latitude exists for judgement in selecting appropriate tools, objects, or materials, in determining work procedure and conformance to standard, and in improvising to meet special conditions, although all of these requirements are fairly obvious. The work most frequently occurs away from a machine-oriented

[62] SV General Labour GL-MAM rates of pay

PARKS CA General Labour GL-MAM rates of pay.pdf

GL-MAM Comparators

environment and is prevalent in bench-crafts, structural work, gardening and specialty farming.

This sub-group includes such occupations as armature winder, farmhand-livestock, gardener, insulation worker, pipelayer, welder and canal maintenance worker

The union compared the 2017 GL-MAN Sub-group wages to those at Treasury Board Operational Services (SV) and Parks Canada The union propose to close the CFIA GL-MAN wage gap with appropriate comparators by applying a 2.65% market adjustment to all levels of the sub-group prior to any economic increase (**Table 16**).[63]

Table 16 Wage gap between CFIA GL-MAN and comparators (2017)

	Operational Services 2017	**Parks Canada 2017**
	CFIA wage gap	
GL MAN 01	-2.70%	-2.70%
GL MAN 02	-2.61%	-2.61%
GL MAN 03	-2.71%	-2.72%
GL MAN 04	-2.58%	-2.59%
GL MAN 05	-2.55%	-2.56%
GL MAN 06	-2.67%	-2.67%
GL MAN 07	-2.68%	-2.67%
GL MAN 08	-2.64%	-2.62%
GL MAN 09	-2.56%	-2.56%
GL MAN 10	-2.60%	-2.61%
GL MAN 11	-2.61%	-2.61%
GL MAN 12	-2.65%	-2.65%
GL MAN 13	-2.58%	-2.58%
GL MAN 14	-2.50%	-2.50%
Average	**-2.62%**	**-2.62%**

[63] GL-MAN Comparators

SV GL-MAN Rates of Pay

Parks GL-MAN Rates of Pay

Machine-Driving-Operating (GL-MDO) Sub-group

Position overview:

The performance or supervision of duties that require starting, stopping and moving the controls of machines that must be steered or guided in order to transport people, or move goods, earth or other material.

This sub-group includes such occupations as bus driver, chauffeur, crane operator, power-shovel operator, tractor operator, and truck driver.

The union compared the 2017 GL-MDO Sub-group wages to those at Treasury Board Operational Services (SV) and Parks Canada. The union propose to close the CFIA GL-MDO wage gap with appropriate comparators by applying a 0.70% market adjustment to all levels of the sub-group prior to any economic increase (**Table 17**).[64]

Table 17 Wage gap between CFIA GL-MDO and comparators (2017)

	Operational Services 2017	**Parks Canada 2017**
	CFIA wage gap	
GL MDO 01	-0.84%	-0.81%
GL MDO 02	-0.70%	-0.68%
GL MDO 03	-0.75%	-0.72%
GL MDO 04	-0.77%	-0.77%
GL MDO 05	-0.59%	-0.58%
GL MDO 06	-0.85%	-0.85%
GL MDO 07	-0.63%	-0.62%
GL MDO 08	-0.71%	-0.70%
GL MDO 09	-0.69%	-0.69%
GL MDO 10	-0.73%	-0.72%
GL MDO 11	-0.64%	-0.64%
GL MDO 12	-0.76%	-0.72%
GL MDO 13	-0.61%	-0.62%

[64] GL-MDO Comparators

SV GL-MDO Rates of Pay

Parks GL-MDO Rates of Pay

GL MDO 01	-0.59%	-0.59%
Average	**-0.70%**	**-0.69%**

Pipefitting (GL-PIP) Sub-group

Position overview:

This sub-group includes such occupations as pipefitter, pipefitter-welder, plumber, and related supervisors at classification levels 9 to 14 inclusive.

Skilled Trades, Journeyman and Higher

The performance and supervision of duties that require fabricating, processing, inspecting or repairing materials, equipment, products or structural units, including the lay-out of work, the set-up of equipment and the operation of precision tools and instruments. The work performed requires the application of an organized body of knowledge related to materials, tools and principles associated with skilled crafts and a thorough knowledge of machine capabilities, properties of materials and craft practices. Workers plan the order of successive operations, use manuals and technical data to position work, adjust machines, establish datum points, verify accuracy, and assume responsibility for the completion of each assignment.

The union compared 2017 GL-PIP Sub-group wages to those at Treasury Board Operational Services (SV) and Parks Canada. We used CFIA levels GL PIP-09 through to GL PIP-14 as per the availability of these levels in both collective agreements. The union proposes to close the CFIA GL-PIP wage gap with appropriate comparators by applying a 2.2% market adjustment to all levels of the sub-group prior to any economic increase (**Table 17**).[65]

[65] GL-PIP Comparators

SV GL-PIP Rates of Pay

Parks GL-PIP Rates of Pay

Table 18 Wage gap between CFIA GL-PIP and comparators (2017)

	Operational Services 2017	Parks Canada 2017
	CFIA wage gap	
GL PIP 09	-2.10%	-2.10%
GL PIP 10	-2.27%	-2.26%
GL PIP 11	-2.15%	-2.13%
GL PIP 12	-2.20%	-2.19%
GL PIP 13	-2.14%	-2.15%
GL PIP 14	-2.26%	-2.25%
Average	**-2.18%**	**-2.18%**

Maintaining (GL-INM) Sub-group

Position overview:

This sub-group includes such occupations as instrument maker, instrument mechanic, scales mechanic, and related supervisors at classification levels 9 to 14 inclusive.

Skilled Trades, Journeyman and Higher

The performance and supervision of duties that require fabricating, processing, inspecting or repairing materials, equipment, products or structural units, including the lay-out of work, the set-up of equipment and the operation of precision tools and instruments. The work performed requires the application of an organized body of knowledge related to materials, tools and principles associated with skilled crafts and a thorough knowledge of machine capabilities, properties of materials and craft practices. Workers plan the order of successive operations, use manuals and technical data to position work, adjust machines, establish datum points, verify accuracy, and assume responsibility for the completion of each assignment.

The union compared the 2017 GL-INM Sub-group wages to those at Treasury Board Operational Services (SV). We used CFIA levels GL INM-09 through to GL INM-14 as per the availability of these levels in both collective agreements. The union proposes to close

the CFIA GL-INM wage gap with appropriate comparators by applying a 0.75% market adjustment to all levels of the sub-group prior to any economic increase.[66]

Table 19 Wage gap between CFIA GL-INM and comparators (2017)

Operational Services 2017

	CFIA wage gap
GL INM 09	-0.70%
GL INM 10	-0.81%
GL INM 11	-0.72%
GL INM 12	-0.74%
GL INM 13	-0.73%
GL INM 14	-0.72%
Average	**-0.74%**

General Services (GS) Group

Primary responsibilities in the positions in the GS group include one or more of the following activities:

1. the cleaning and servicing of buildings and adjacent grounds, including housekeeping and janitorial services, and the cleaning of laboratory equipment;
2. the patrolling, observing, checking and taking of preventive action in protecting property from damage or loss and providing for the well-being of people;
3. the receipt, storage, manual or mechanical handling of equipment, and the recording of transactions in an equipment or supplies stores context;
4. the provision of food, laundry and messenger services, and other services, such as tailoring, to accommodate passengers, clients, guests or tourists;

18. the leadership of any of the above activities

[66] GL-INM Comparators

SV GL-INM Rates of Pay

The union compared the 2017 GS Sub-group wages to those at Treasury Board Operational Services (SV) and Parks Canada. The union propose to close the CFIA GS wage gap with appropriate comparators by applying a 1% market adjustment to all levels of the sub-group prior to any economic increase (**Table 20**).[67]

Table 20 Wage gap between CFIA General Service (GS) and comparators (2017)

	Operational Services 2017	**Parks Canada 2017**
	CFIA wage gap	
GS 01	-0.73%	-0.76%
GS 02	-0.91%	-0.86%
GS 03	-0.88%	-0.88%
GS 04	-1.09%	-1.07%
GS 05	-0.86%	-0.90%
GS 06	-1.03%	-1.03%
GS 07	-0.88%	-0.90%
GS 08	-0.89%	-0.91%
GS 09	-0.95%	-0.95%
GS 10	-0.96%	-0.96%
GS 11	-0.94%	-0.92%
GS 12	-0.90%	-0.90%
GS 13	-0.88%	-0.88%
Average	**-0.91%**	**-0.92%**

General Technical (GT) Group

Primary responsibilities in the positions in the GT group include one or more of the following activities:

2. the design of three-dimensional Exhibit s or displays within a predetermined budget and pre-selected theme;

[67] GS Comparators

SV GS Rates of Pay

Parks GS Rates of Pay

6. the operation of television cameras and video recording systems and equipment;

8. the construction and repair of prostheses and orthoses;

10. the performance of other technical functions not included above; and

11. the planning, development and conduct of training in, or the leadership of, any of the above activities.

The union compared the 2017 GT Sub-group wages to those at Treasury Board Technical Services (TC) and Parks Canada. The union propose to close the CFIA GS wage gap with appropriate comparators by applying a 0.75% market adjustment to all levels of the sub-group prior to any economic increase (**Table 21**).[68]

Table 21 Wage gap between CFIA GT and comparators (2017)

	Technical Services 2017	**Parks Canada 2017**
	CFIA wage gap	
GT 01	-0.45%	-0.74%
GT 02	-0.44%	-0.74%
GT 03	-0.45%	-0.74%
GT 04	-0.45%	-0.75%
GT 05	-0.44%	-0.74%
GT 06	-0.44%	-0.74%
GT 07	-0.45%	-0.74%
GT 08	-0.44%	-0.74%
Average	**-0.45%**	**-0.74%**

Heating, Power and Stationary Plant Operations (HP) Group

Primary responsibilities in the positions in the HP group include one or more of the following activities:

[68] GS Comparators

TC General Technical Rates of Pay

Parks General Technical Rates of Pay

8. the inspection, installation, operation, maintenance or repair of specialized and non-specialized instruments, equipment and machinery used in or related to: the generation of heat, electricity, refrigeration, or air conditioning; sewage treatment and disposal; water supply and treatment; marine navigation; and the handling and storage of fuels and lubricants;

18. the leadership of any of the above activities

The union compared the 2017 HP Sub-group wages to those at Treasury Board Operational Services (SV) and Parks Canada. The union propose to close the CFIA HP wage gap with appropriate comparators by applying a 11.50% market adjustment to all levels of the sub-group prior to any economic increase (**Table 22**).[69]

Table 22 Wage gap between CFIA HP and comparators (2017)

	Operational Services 2017	**Parks Canada 2017**
	CFIA wage gap	
HP 01	**SV**	**Parks**
HP 02	-11.52%	-11.53%
HP 03	-11.51%	-11.50%
HP 04	-11.52%	-11.50%
HP 05	-11.51%	-11.52%
HP 06	-11.55%	-11.55%
HP 07	-11.53%	-11.53%
HP 08	-11.52%	-11.53%
HP 09	-11.52%	-11.53%
Average	**-11.52%**	**-11.52%**

Internal relativity – economic adjustments

The PSAC and Treasury Board negotiated market/wage adjustments to resolve the wage gap issues identified in the March 30, 2015 Treasury Board of Canada Public Service

[69] HP Comparators

SV HP Rates of Pay

Parks HP Rates of Pay

Alliance of Canada 2014 Compensation Survey for the SV group[70]. Using the benchmark positions representative of a cross section of SV occupational groups, the study identified an average wage gap of 21.34% with external comparators of the Treasury Board SV bargaining unit.

For their last settlement, Treasury Board agreed to partially close the gap with adjustments, effective before and in addition to general economic increases. Members at Parks Canada and the Treasury Board SV group received economic adjustments in addition to general economic increases, retroactive to August 5, 2016. Our members at the CFIA did not receive a comparable increase in their last collective agreement and wages are still below their comparators'.[71]

The comparator sub-group for the SV and Parks Canada groups is provided in the table below. The last column denotes the economic adjustments received by these comparators prior to general economic increases in 2016.

Table 23 Operational Services and Parks Canada: Market adjustments 2016

	Increases received by group prior to general economic increases.	
	Treasury Board SV	**Parks Canada**
AS	0.5%	
CR	0.5%	
PM	0.5%	
IS	0.5%	
GL-EIM	6.0%	6.0%
GL-ELE	0.5%	0.5%
GL-MAM	2.5%	2.5%
GL-MAN	2.5%	2.5%

[70] HayGroup Treasury Board of Canada Secretariat & Public Service Alliance of Canada – 2014 Compensation Survey Results – Introduction (page 1): "Treasury Board of Canada Secretariat contracted Hay Group to conduct a custom compensation review of 21 trades and service (SV Group) positions within a wide group of organizations."

[71] Parks Canada Ratification Kit

SV Ratification Kit

GL-PIP	2.0%	2.0%
GS	0.5%	0.75%
HP	15%	15%
SI	1.0%	

Economics and Social Science Services (EC) Group (formerly Social Science Support (SI)

Primary responsibilities in the positions in the EC (SI) group include one or more of the following activities:

1. the conduct of surveys, studies, projects and tests requiring a practical knowledge of a specialized field such as economics, history, law or psychology and requiring the development of specialized techniques and procedures, or the development and use of related processing applications, or the interpretation of findings;
2. the identification, description, classification, organization and location of archival, gallery, library or museum materials; or the creation, manipulation, verification, analysis and transmission of descriptive records pertaining to such materials, both of which require a practical knowledge of the subject matter;
3. the editing of legislation or the conduct of studies in matters such as land conveyancing, expropriation, litigation and labour relations requiring a practical knowledge of the specific legal area to interpret findings or prepare submissions;
4. the application of a practical knowledge of a specialized field such as economics, history, law or psychology to the use and modification or adaptation of computer systems, utilities or software;
5. the application of a comprehensive knowledge of economics, sociology or statistics to economic, socio-economic or sociological studies, forecasts and surveys in a variety of subject areas in domestic and/or international settings;
6. the application of a comprehensive knowledge of economics, sociology or statistics to the development, application and evaluation of statistical and survey methods and indicators for use in natural or social science research projects, or in the planning of surveys and censuses or in the determination of statistical measures and techniques for data analysis and reporting;
7. the provision of advice in the fields of economics, sociology and statistics; and

8. the leadership of any of the above activities.

The union compared the 2017 GL-SI Sub-group wages to those of the EC Economics and Social Services Group (CAPE), and the AFS Group (PIPSC). The union proposes to close the CFIA GL-SI wage gap with appropriate comparators by applying a 3.35% market adjustment to all levels of the sub-group prior to any economic increase (**Table 24**).[72]

Table 24 Wage gap between CFIA SI and comparators (2017)

	EC 2017	**AFS 2017**
	CFIA wage gap	
SI 01	-3.53%	-2.56%
SI 02	-2.76%	-2.25%
SI 03	-3.15%	-2.81%
SI 04	-3.61%	-2.67%
SI 05	-3.49%	-2.68%
SI 06	-3.37%	-2.52%
SI 07	-3.41%	-2.67%
SI 08	-3.00%	-2.47%
Average	**-3.34%**	**-2.63%**

Financial Administrative Group (FI)

Members in positions FI-01 to FI-04 are part of the CFIA's Financial Management Group. Financial management is a highly regulated profession, and, as such, FI-02 to FI-04 positions require a postsecondary degree in accounting, finance, business administration, commerce or economics, experience in the FI field, and/or eligibility for a recognized professional accounting designation (CPA, CA, CMA, CGA).[73]

[72] SI Comparators

CAPE CA EC Rates of Pay

PIPSC CA SI Rates of Pay

[73] https://www.inspection.gc.ca/about-the-cfia/job-opportunities/career-profiles/eng/1299858033819/1299858089960#j

https://www.inspection.gc.ca/au-sujet-de-l-acia/possibilites-d-emploi/profils-de-carriere/fra/1299858033819/1299858089960

CFIA Job Profile: Financial Analysts and Financial Service Officers

CFIA Financial Analysts and Financial Services Officers work with financial planning, strategy, analysis, forecasting and reporting, financial management, and management control systems. They may also be involved in business modeling and integrated business processes, corporate data structures, and information systems. Some key activities include:

- providing guidance and advice on financial policies, issues, best practices, and Generally Accepted Accounting Principles (GAAP)
- conducting analytical reviews and studies using financial and non-financial sources and developing pricing and revenue-generating strategies
- developing expenditure and revenue forecasts and recommending appropriate courses of action for major initiatives
- organizing and delivering financial activities, such as accounting, operations, and control, for assigned clients

FI-01

The minimum educational requirement for employees at this level is successful completion of 2 years of a recognized post-secondary program with an acceptable specialization in accounting, finance, business administration, commerce or economics; or possession of a Government of Canada Financial Management Certificate.

FI-02 to FI-04

The minimum educational requirement for all levels higher than FI-01 is graduation with a degree from a recognized university with a specialization in accounting, finance, business administration, commerce or economics and experience related to positions in the Financial Administration (FI) Group; or eligibility for a recognized professional accounting designation (CPA, CA, CMA, CGA).[74]

Wages for this group were analyzed using the FI Group (was part of Treasury Board until 1996) as a comparator group. The union assessed maximum (job rate) wages for each unit

[74] NAVCANADA FI Rates of Pay

for 2018; FIs at CFIA significantly lag the rates their colleagues receive at NavCanada for performing the same work (**Table 25**).

Table 25 FI wages at CFIA significantly lag those at NavCanada

Level	CFIA	NavCan	% difference
FI-01	$39.40	$44.17	12.1%
FI-02	$46.37	$51.99	12.1%
FI-03	$56.24	$60.10	6.9%
FI-04	$63.54	$67.22	5.8%

The current (FI) grid consists of four levels with seven (7) steps and six (6) increments each. The union's proposal aims to address the wage disparity and uneven increments between steps, while keeping the grid structure at seven (7) steps. The tables below represent 2018 CFIA wages and corresponding increments (**Table 26, Table 27**).

Increments between steps are very uneven. For example, for the FI-01 level, increments range from 8.1% between Step 1 and Step 2, and 1.0% between Step 6 and Step 7 (below). Erratic pay increments are not the norm in the public sector and should be addressed whenever possible, including this grid.

Table 26 Current CFIA FI wages

2018	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
FI-01	54,225	58,592	62,960	67,328	71,695	76,065	76,826
FI-02	66,004	70,711	75,417	80,124	84,829	89,536	90,431
FI-03	83,518	88,531	93,544	98,558	103,571	108,584	109,668
FI-04	93,276	99,156	105,035	110,913	116,794	122,675	123,901

Table 27 Current increments between steps for CFIA FIs

2018	**Increments between steps (current)**					
FI-01	8.1%	7.5%	6.9%	6.5%	6.1%	1.0%
FI-02	7.1%	6.7%	6.2%	5.9%	5.5%	1.0%
FI-03	6.0%	5.7%	5.4%	5.1%	4.8%	1.0%
FI-04	6.3%	5.9%	5.6%	5.3%	5.0%	1.0%

The Union proposes to restructure the FI pay grid, effective January 1, 2019 and prior to any economic increase, by

(a) replacing Step 7 (job rate) on each classification level with NavCanada job rates (**Table 28**):

Table 28 Replacement of Step 7 with NavCanada FI job rates

2018	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	~~**Step 7**~~	**Step 7**
FI-01	54,225	58,592	62,960	67,328	71,695	76,065	~~76,826~~	**86,415**
FI-02	66,004	70,711	75,417	80,124	84,829	89,536	~~90,431~~	**101,717**
FI-03	83,518	88,531	93,544	98,558	103,571	108,584	~~109,668~~	**117,601**
FI-04	93,276	99,156	105,035	110,913	116,794	122,675	~~123,901~~	**131,526**

(b) dropping the lowest two increments from the bottom of all pay scales increments (**Table 29**):

Table 29 Removal of lowest two increments in FI grid

NEW	~~**Step 1**~~	~~**Step 2**~~	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
FI-01	~~54,225~~	~~58,592~~	**62,960**	**66,372**	**69,969**	**73,761**	**77,758**	**81,973**	**86,415**
FI-02	~~66,004~~	~~70,711~~	**75,417**	**79,273**	**83,325**	**87,585**	**92,063**	**96,770**	**101,717**
FI-03	~~83,518~~	~~88,531~~	**93,544**	**97,181**	**100,960**	**104,885**	**108,963**	**113,200**	**117,601**
FI-04	~~93,276~~	~~99,156~~	**105,035**	**109,047**	**113,212**	**117,537**	**122,026**	**126,687**	**131,526**

(c) and harmonizing increment size between steps by adjusting the increments to match the seven (7) step grid structure.

The table below depicts the new 2018 grid (Table 30) and increments between steps (**Table 31**) after these changes have been applied

Table 30 New 2018 FI grid

NEW	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
FI-01	62,960	66,372	69,969	73,761	77,758	81,973	86,415
FI-02	75,417	79,273	83,325	87,585	92,063	96,770	101,717
FI-03	93,544	97,181	100,960	104,885	108,963	113,200	117,601
FI-04	105,035	109,047	113,212	117,537	122,026	126,687	131,526

Table 31 Increments between steps in new FI grid 2018

NEW	Increments between steps					
FI-01	5.4%	5.4%	5.4%	5.4%	5.4%	5.4%
FI-02	5.1%	5.1%	5.1%	5.1%	5.1%	5.1%
FI-03	3.9%	3.9%	3.9%	3.9%	3.9%	3.9%
FI-04	5.4%	5.4%	5.4%	5.4%	5.4%	5.4%

Transitional Provision: On the date of restructure, an employee shall be paid at the step in the restructured pay scale which is nearest to but not less than the employee's salary on ***January 1, 2019*****.**

The Union submits that, in light of the significant adjustments agreed to for appropriate comparator groups in the federal public administration, and private sector, and in light of the criteria contained in Section 175 of the *Act*, the Union's proposal with respect to annual increases and a wage adjustments retroactive to January 1, 2019 before the economic increase, are entirely fair and reasonable.

Therefore, the Union respectfully requests that its proposal concerning wages for members of this Bargaining Unit employed at the CFIA be included in the Commission's recommendation.

PSAC PROPOSAL

NEW ARTICLE
MEAT HYGIENE ALLOWANCE

XX.01 Effective 1 January 2019~~5~~, an employee who performs meat inspection duties in an abattoir will receive a meat hygiene allowance for all hours worked, including overtime hours, at the rate of 4% of her or his straight time hourly rate of pay.

RATIONALE

The addition of a meat hygiene allowance for CFIA inspectors who are members of PSAC has been a long-standing demand of the Union. Members of the PIPSC Veterinary Medicine (VM) bargaining unit at CFIA, who work side by side with PSAC members in abattoirs across the country have been in receipt of this allowance as of January 1, 2006 in recognition of the exceptional working conditions and duties these members perform. It was always acknowledged for instance that those who work in animal health and meat hygiene are the first line of defence against zoonotic diseases and are therefore at a higher risk of contracting viruses and diseases.[75]

The work of PSAC inspectors in abattoirs is considered essential for the safety of the food supply for Canadians. It is characterized by working long hours, in confined spaces that lack ergonomic tools to perform their duties. This is bloody and dirty work, as it entails close inspection of meat and animal carcasses, in an industrial setting that must meet the speed of industrial meat production output. Animals are either declared healthy or are referred to a veterinarian for close inspection, if anything abnormal is detected.

[75] "Most zoonotic viruses, for example rabies, do not survive well in foods, and for human infection to occur usually there must be close or direct contact with an infected animal, such as a bite, scratch, or inhalation of dander or dust from an infected animal (these may be important routes of occupational exposure for animal handlers or abattoir workers)." The Scientific and Regulatory Basis Of Meat Inspection In Ontario, May 2004 https://collections.ola.org/mon/9000/245824.pdf OTHER_1 Meat Inspection Rev. 2004

During this round of bargaining, the Employer claimed that the allowance for the PIPSC VM group was eliminated. The fact however is that in the last round of bargaining, the Meat Hygiene Allowance was not eliminated but rather rolled into base pay for all VM-01 and VM-02 classifications as of September 1, 2018. This allowance was considered to form part of the salary for pension purposes for hours worked during the normal workday, however, the allowance was not considered to form part of the salary for pay purposes. [76]

It is very important to acknowledge that although the meat hygiene allowance no longer exists as such for the PIPSC VM group, it's inclusion in the base salary for the VM-01 and VM-02 classifications is an admission of its importance for those who work in abattoirs. As such, the Union respectfully requests that the Commission include its proposal for the Meat Hygiene Allowance in its recommendation.

[76] Meat Hygiene Allowance PIPSC VM CA expiry 2007 OTHER_2,

Hygiene Allowance PIPSC VM CA expiry 2018 OTHER_3

Roll-in of Meat Hygiene Allowance PIPSC VM CA expiry 2018 OTHER_4

PSAC PROPOSAL

APPENDIX "D"

Renew as amended below.

MEMORANDUM OF UNDERSTANDING BETWEEN THE

CANADIAN FOOD INSPECTION AGENCY (CFIA)

AND THE

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)

RETENTION ALLOWANCE FOR COMPENSATION ADVISORS

1. In an effort to increase retention of all ~~Compensation Advisors at the AS-01, AS-02 and AS-03 group and levels~~ ***employees involved in the performance of Compensation and Benefits duties,*** working at the Canadian Food Inspection Agency (including satellite offices), the Employer will provide a "Retention Allowance" for the performance of Compensation duties in the following amount and subject to the following conditions:

a. Commencing on the date of signing of this Collective Agreement and ending with the signing of a new agreement, ~~employees falling into the categories listed above~~ ***all such employees*** 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 eight eight (260.88);

Retention Allowance

Annual amount: ~~$2,500~~ ***$3,500***

Daily amount: ~~$9.58~~ ***$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 articles 41 and 43 of this collective agreement;

e. 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 AS-01, AS-02 or AS-03 position~~.

f. When a Compensation Advisor as defined in clause 1 is required by the Employer to perform the duties of a classification level that does not have the 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.

PSAC PROPOSAL

APPENDIX E – MOU
INCENTIVES FOR RECRUITMENT AND RETENTION OF COMPENSATION ADVISORS

Renew with new dates.

APPENDIX "E"

Memorandum of Understanding
Between
the Canadian Food Inspection Agency (The Employer)
and
the Public Service Alliance of Canada
Incentives for the Recruitment and Retention of Compensation Advisors

Part A. - Incentives

Commencing on the date of signing of this Memorandum of Understanding, and ending June 1, 2018, Compensation Advisors eligible for the Retention Allowance for Compensation Advisors (hereafter referred to as "employees") shall be eligible to receive the following incentive payments:

1. **One-time Incentive Payment**

The Employer will provide an incentive payment to employees of $4,000, only once during the employee's entire period of employment in the federal public service.

Current Employees will receive the incentive payment as two (2) $2,000 lump sums, one payable effective the date of signing of this MOU and one payable July 1, 2018.

New Recruits hired after the signing of this MOU and prior to June 1, 2018, will receive the incentive payment after completing a one-year period of continuous employment.

Retirees who come back to work as Compensation Advisors after the signing of this MOU and prior to June 1, 2018, will earn the incentive payment through pro-rated payments over a six-month contiguous or non-contiguous period of employment, starting upon commencement of employment. The full amount of the incentive payment will be pro-rated to the period worked up to a maximum period of six months, and paid in increments on a bi-weekly basis. The qualifying period to receive the award is shorter than the

qualifying period for new recruits in recognition of the experience a retiree will contribute to the operations immediately upon hiring.

Part-time employees shall be entitled to the payment on a pro rata basis based on actual hours worked during the relevant qualifying period as per the above, as a percentage of full time hours.

2. Overtime

Overtime shall be compensated at double (2) time for overtime worked during the period between August 1, 2017 and June 1, 2018.

3. (a) Carry-Over and/or Liquidation of Vacation Leave

i. Where, in the vacation year 2017-2018, an employee has not been granted all of the vacation leave credited to the employee, the unused portion of their vacation leave on March 31, 2018 shall be carried over into the following vacation year.

ii. If on March 31, 2019, an employee has more than two hundred and sixty-two decimal five (262.5) hours of unused vacation leave credits, a minimum of seventy-five (75) hours per year of the excess balance shall be granted or paid, in accordance with the employee's choice, by March 31 of each year commencing March 31, 2019, until all vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay, as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31, 2018.

(b) Compensation in cash or leave with pay

All compensatory leave earned in the fiscal year 2016-2017 and outstanding on September 30, 2017, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Employer. Should the employee request accumulated compensatory leave be paid out on September 30, 2017, it will be paid out 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 on September 30, 2017. All compensatory leave earned in the fiscal year 2017-2018, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Employer. For greater clarity, the provisions of article 34.01 of the Collective Agreement remain applicable. Should the employee request accumulated compensatory leave be paid out on September

30, 2018, it will be paid out 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 on September 30, 2018.

Part B. – Other Provisions

Pay processing of the incentive payments for retirees and part-time employees, as well as overtime will be implemented within 150 days following the signature of this agreement.

The Parties agree that the terms of this Memorandum of Understanding will not be affected by any notice to bargain served under section 106 of the Federal Public Sector Labour Relations Act. As such, the terms and conditions set out in this Memorandum of Understanding will cease on the dates indicated in the Memorandum of Understanding and will not be continued in force by the operation of s.107.

Prior to June 1, 2018 the Parties may agree by mutual consent to extend the limitation periods set out in clauses 2 and 3. (a) and (b), based on an assessment of working conditions, recruitment and retention issues with Compensation Advisors and the need to continue to provide for increased capacity.

The Parties recognize that an extension of these clauses is made without prejudice or precedent and will in no way bind the parties to any particular position that they may wish to take on overtime, carry-over and/or liquidation of vacation leave or compensation in cash or leave with pay issues during any round of collective bargaining

RATIONALE

Appendix D was first negotiated during the 2011 round of collective bargaining to address recruitment and retention issues for Compensation Advisors, both at the core as well as separate agencies such as CFIA. It was a time of upheaval for Compensation Advisors, as Treasury Board was in the midst of reducing their numbers from approximately 1,700 to 500 and relocating the main compensation activities of the Employer to the new Public Service Pay Centre in Miramichi, N.B. While simultaneously radically downsizing its complement of experienced staff and consolidating the bulk of the compensation work to Miramichi, the Employer also purchased a flawed new software system, known as Phoenix. It is fair to say the government did not take into consideration the implications

of taking both actions at the same time, and so did not foresee the Phoenix pay system disaster that was to emerge in 2016.

The resulting pay disaster is well-documented and publicized. For the last several years, the federal government, including separate agencies, has largely failed to pay its employees accurately and on time. More than 50 per cent of the federal government's 290,000 public servants had, or currently have, pay problems caused by the Phoenix pay system. Public sector workers continue to be subjected to underpayments, over-payments, and non-payments. Employees still come to work and do their jobs, even those employees who have gone for a year or more without being paid and were forced to live off advances that will have to be reconciled down the road still show up. The faulty Phoenix pay system continues to wreak havoc on the lives of tens of thousands of federal government employees who do not know what to expect when they open their pay cheques every two weeks.

Four out of five respondents to the 2019 Public Service Employee Survey experienced pay/compensation issues due to Phoenix, where almost 60% experienced new incidents in the last 12 months. More than half reported that their pay issues have not been resolved yet. More than half of CFIA respondents reported that pay/compensation issues caused stress at their workplace from a *moderate* to *very large extent* (**Figure 16**).[77]

This disaster has had an equally debilitating impact on the employees who are charged with processing pay. Trying to do the best job they can with a faulty software system, bearing the brunt of angry and upset fellow federal public service workers, feeling blamed, and the exhausting work of repeatedly trying to correct mistakes, all take a toll. The Pay Centre is anecdotally considered to be a "toxic workplace" across the public service, and

[77] https://www.tbs-sct.gc.ca/pses-saff/2019/results-resultats/bq-pq/86/org-eng.aspx; https://www.tbs-sct.gc.ca/pses-saff/2019/results-resultats/bq-pq/86/org-fra.aspx

compensation duties that are still being performed in agencies such as CFIA are similarly impacted.

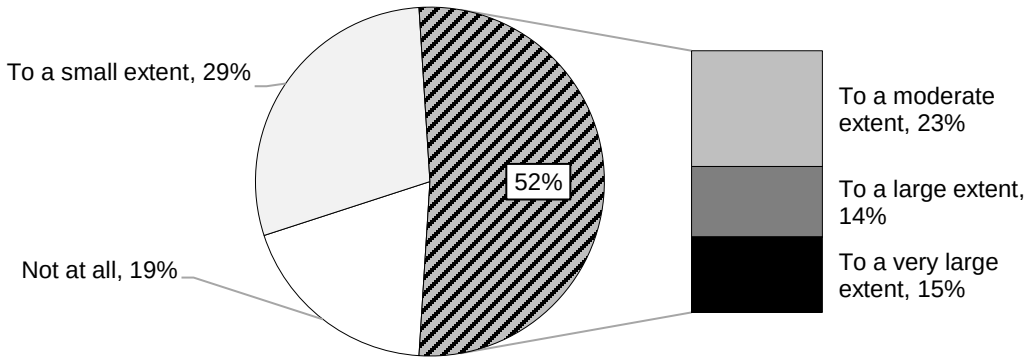


Figure 16 More than half of CFIA respondents report that pay/compensation issues cause stress from a moderate to very large extent

It has been estimated that it could take a decade or more to resolve the pay problems caused by Phoenix. The Standing Senate Committee on National Finance, chaired by Senator Percy Mockler, investigated the Phoenix pay system and submitted its report, "*The Phoenix Pay Problem: Working Towards a Solution*" on July 31, 2018, in which it summarized the implementation of Phoenix by stating: "*By any measure, the Phoenix pay system has been a failure"*. Instead of saving $70 million a year as planned, the report said that the cost to taxpayers to fix Phoenix's problems could be up to $2.2 billion by 2023.[78]

In the last round of bargaining, the parties renewed the Retention Allowance for Compensation Advisors (Appendix "D"), increasing it to $2,500 per year, and expanding the scope of who should be entitled to it. That agreement was finally signed on July 16,

[78] The Phoenix pay problem: working toward a solution; Le problème de paye Phénix : ensemble pour une solution OTHER_6

2018, with an expiry date of December 31, 2018. However, in recognition of how serious the Phoenix pay problems were that emerged during the bargaining process, the parties agreed to add another MOU (Appendix “E” – Incentives for the Recruitment and Retention of Compensation Advisors) that had been negotiated between PSAC and TBS outside the Collective Agreement which introduced an additional one-time payment of $4,000 to Compensation Advisors and a provision that all overtime was to be paid at double time. This MOU expired on June 1, 2018.

The Union proposes to renew the two MOUs in Appendix D (Retention Allowance for Compensation Advisors) and Appendix E (Incentives for the Recruitment and Retention of Compensation Advisors):

- Extend the retention and recruitment allowance to all employees involved in the performance of compensation and benefits duties, regardless of classification title, as the work of all such employees is negatively impacted by the Phoenix disaster.

- Continue the once-in-a-lifetime $4,000 payment and double overtime to all employees involved in the performance of compensation and benefit duties in recognition of the need to compensate employees for the impact that Phoenix continues to have on both their work lives and personal lives.

Although the Union’s proposals are not able to repair Phoenix, they do offer some additional compensation to employees engaged in a Sisyphean task and provide a meaningful retention and recruitment tool to the Employer. The Union therefore respectfully requests that the Commission recommend the adoption of its proposal.

PART 3

OUTSTANDING COMMON ISSUES

PSAC PROPOSAL

ARTICLE 2
INTERPRETATION AND DEFINITIONS

Union revises original proposal as per the following:

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

RATIONALE

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

The current language of the collective agreement recognizes a number of familial relationships that are created through an employee's spouse. Specifically, the spouse of an employee's child (son-in-law and daughter-in-law) and the employee's spouse's parents (mother-in-law and father-in-law) are granted recognition through the current language in Article 2. Furthermore, brother-in-law and sister-in-law are the final in-law equivalent of the immediate family that are left unrecognized in the collective agreement. This is a completely arbitrary exclusion that the Union is looking to correct.

The continued exclusion of brother-in-law and sister-in-law from the definition of Family in Article 2 has tangible effect on employees as it denies them access to certain rights that are available to them for similar familial relationships. Specifically, the exclusion of brother-in-law and sister-in-law from the definition of Family in Article 2 excludes employees from accessing leave without pay for care of the family for the siblings of their spouse (Article 45.02). This exclusion also limits their access to bereavement leave without loss of pay to one day (Article 50.02) as opposed to the seven days available to mourn the loss of a son-in-law, daughter-in-law, father-in-law, or mother-in-law (Article 50.01a).

This arbitrary unfair distinction may cause undue hardship on the members of the bargaining unit. The Employer has offered no defense of this distinction, and the Union requests that its proposal for Article 2 be included in the Commission's recommendations.

EMPLOYER PROPOSAL

ARTICLE 9
INFORMATION

9.02 ~~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~~**. The Employer agrees to provide each employee with access to an electronic copy of the Collective Agreement and any amendments thereto. Employees can use the Employer's equipment to print a copy or portion thereof.**

RATIONALE

The Employer's proposal to no longer print the Collective Agreement is not a "green" proposal but an attempt at a cost-saving measure that would have an extremely negative impact on bargaining unit members. The Union appreciates the Employer's desire to be "green". However, employees would find themselves in a position of either printing the agreement at their own expense, or doing so, if possible, at a CFIA workplace, thus rendering null the idea that not printing the agreement in bulk is a "green" initiative.

This proposal does not speak to a CFIA-specific need. Rather, it comes directly from Treasury Board and it is important for the Union to note that no PSAC bargaining unit in the federal public administration has agreed to this proposal.

In putting forward this proposal, CFIA appears to have completely ignored the demographics of its own workplaces. The vast majority of the PSAC bargaining unit are not office workers with ready access to computers, and a significant number of them, possibly more than 1,500, have either extremely limited, or no access at all, to computers during their working day.

For example, inspectors in slaughterhouses or on the road tasked with inspections (at slaughterhouses that are licensed provincially, crop inspections, animal health inspections) perform a majority of their job duties outside of office settings and do not always have access to the internet or even to computers. Inspectors working in slaughter

plants are not located in CFIA workplaces but in the premises of a regulated third party. In many of these workplaces, the only time a CFIA inspector would have access to a computer would be during the meal break, where, depending on the size of the plant, 30 or more inspectors may be competing for the use of four or five computers located in the lunch-room. It goes without saying that there is no privacy under these conditions, neither from other employees nor from supervisors.

Moreover, a great many CFIA inspectors who are members of PSAC, work in remote rural locations with little to no access to high-speed internet.

On September 12, 2017, the PSAC filed a policy grievance stating that the Employer, Treasury Board, had violated Article 10 of the PA Collective Agreement between PSAC and Treasury Board, and in particular Article 10.02 of the Collective Agreement. This grievance was granted.

A few examples of violations included:

(1) at Immigration, Refugees and Citizenship Canada where the Director communicated that printing services of collective agreements are no longer offered by Public Service and Procurement Canada (PSPC) and that each department is to figure out how and where to get the booklets printed;

(2) Service Canada/ESDC where, as part of Greening Government Operations, the onus is put on employees to request printed copies of the collective agreement;

(3) at Office of the Privacy Commissioner of Canada where it was communicated by a Director in Human Resources that booklets will no longer be available and that employees can access the Collective Agreement through the intranet.

Notably, a serious accessibility issue relative to the SV table, the President for the Union of Canadian Transportation Employees (UCTE), a component of PSAC, has received several reports from Ship's Crew members (Canadian Coast Guard) about obtaining printed copies of the Agreement. Some members do not have access to an internet connection on the vessels and therefore are not able to access their CA when they have a question or concern. Some members do not have printing capabilities either at home or on the vessels. Some have had difficulties navigating through TB and Union websites when trying to access specific articles.

Employees in quite a number of these workplaces still have not been provided with printed copies of the current Collective Agreement. With the Employer refusing to provide copies of the agreement to employees who have no internet access now, when the agreement provides for printed copies, PSAC has little comfort that these employees will be provided copies if the Employer is not required by the Collective Agreement to print it.

On January 26, 2018, the Senior Director of Compensation and Collective Bargaining Management issued a notice entitled "Responsibility for the Printing and Distribution of Collective Agreements" that informed Heads of Human Resources Directors/Chiefs of Labour Relations relative to article 10.02 of the Employer's obligations related to the printing of collective agreements and providing them to employees. Yet, despite the granted policy grievance and direction from the Office of the Chief Human Resources Officer (which was the outcome of the final level grievance), issues persist, such that a FPSLREB hearing into this matter was scheduled for Nov. 15, 2019.[79]

The Union submits that for our members who either spend little or no time in front of a computer, or work in remote, or other locations with limited access to an internet connection, the language proposed by the Employer effectively amounts to a restriction on access to the Collective Agreement. The Union submits that this is in neither party's

[79] Information_1 Printing and Distribution

interest. For this diverse and complicated bargaining unit, the Union believes that the time for this proposal has not yet come. The Union therefore respectfully asks that the Commission not include the Employer's proposal in its recommendation.

PSAC PROPOSAL

ARTICLE 11
USE OF EMPLOYER FACILITIES

11.03 A duly accredited representative of the Union 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 PSAC-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 Union 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.

11.04 The Union shall provide the Employer a list of such Union representatives and shall advise promptly of any change made to the list.

NEW

11.05 The Employer shall not interfere with an employee's right to read, discuss and distribute Union information on non-work time in the workplace.

RATIONALE

The Union is proposing two modifications to the current Article 11.03 for inter-related reasons:

- First, the language contained in the current Collective Agreement has in the past been interpreted and used by the Employer to infringe upon the Union's rights under the PSLREA, namely via denying Union representatives access to worksites to speak with members of the Union.
- Second, to achieve parity with what Treasury Board has already agreed to for employees in other bargaining units such as: CBSA (FB Group), CX and OSFI.

The union is also proposing a new clause clarifying the right of employees to freely read, discuss, and disseminate Union information at the workplace, without fear of reprisal or other Employer interference.

Issues with access to Employer facilities for the purpose of representing PSAC employees is not restricted to CFIA. In fact, the PSAC encounters the same problems with other employers in the core public administration. Concerning such the incidents, the Union has responded by filing complaints with the PSLREB. In this regard, the Board issued a decision in 2016 where a PSAC representative was denied access to Veterans Affairs and Health Canada workplaces:

> *I declare that the refusal to allow a complainant representative to conduct a walkthrough of the Veterans Affairs Billings Bridge facility on November 5, 2014, to conduct a walkthrough and an on-site meeting during off-duty hours at Health Canada's Guy Favreau Complex on November 25, 2014, and to conduct a walkthrough and an on-site meeting during off-duty hours at DND facilities on December 11, 2014, and January 6, 2015, all constituted violations of s. 186(1)(a) of the Act by the respondent and by the departments involved. (PSLREB 561-02-739)*[80]

In a similar case where a Union representative was denied the access to a CBSA workplace by the Employer, the Board issued a decision in May of 2013, stating that Treasury Board had violated the Act in denying the Union access to its members in CBSA workplaces:

> *Denying (Union representative) Mr. Gay access to CBSA premises on October 13 and 29, 2009 for the purpose of meeting with employees in the bargaining unit during non-working periods to discuss collective bargaining issues, violated paragraph 186(1) (a) of the Act and were taken without due regard to section 5 and to the purposes of the Act that are expressly stated in its preamble. (PSLRB 561-02-498)*[81]*:*

[80] FACILITIES_1 Decision PSLREB 561-02-739

[81] FACILITIES_2 Decision PSLREB 561-02-498

The Board also ordered Treasury Board and the CBSA in that same decision to: *"…cease denying such access in the absence of compelling and justifiable business reasons that such access might undermine their legitimate workplace interests*." *(PSLRB 561-02-498).*[82]

Considering the current language contained in Article 11.03 of the parties' Agreement; and in light of the decisions rendered by the Board on this matter, the Union submits that the current language is inconsistent with the rights afforded Union representatives under the PSLREA. It places restrictions on the Union that the Board has found to be incompatible with the Act; hence the Union's proposal to amend the language to ensure that the Union's rights are upheld.

The second reason why the Union has proposed to modify Article 11.03 is to achieve parity with what Treasury Board has already agreed to for its employees in CBSA (FB Group), CX and OSFI bargaining units.[83] The CBSA (FB Group) contract already has exactly the same language that the Union has proposed to Treasury Board for this unit, as well as the PA, SV, TC, EB, and Parks Canada. units.

The CX Collective Agreement, which covers guards who work in federal prisons and other penal institutions, makes no reference to the need for Union representatives requiring permission from the Employer to enter the worksite. These workers perform their duties in contained, high-security environments where danger is present, yet the Employer has agreed to language that ensures Union representatives access to the workplace for the purposes of meeting with members. Workers in the CX bargaining unit are enforcement workers who work for the same Employer and under the same Ministry as PSAC members. In general, the three agreements cited above provide Union representatives access to the workplace for meetings with union membership, which is consistent with what PSAC has proposed for its bargaining units, including at CFIA.

[82] FACILITIES_2 Decision PSLREB 561-02-498

[83] FACILITIES_3 Article 11 - other Collective Agreements

Based on the cited examples, the Union submits that there is no reason why employees in this bargaining unit should be denied rights that have been agreed to by the same Employer for other groups of workers.

The Union is also looking for language that would ensure that the Employer cannot interfere with the Union's right to communicate with its membership on non-work time. There have been instances in the past when this problem has arisen. Including this language in the Collective Agreement would prevent interference with the Union's statutory rights in the workplace. In fact, the Employer saw the point we are trying to make here and expressed in writing its willingness to add the sentence, "Such *permission shall not be unreasonably withheld*" in Clause 11.03.

Given that the Board has clearly ruled that the law provides Union representatives with rights that extend beyond what is contained in the current Article 11.03, and given that the Union's proposal is virtually identical to what the Treasury Board has agreed to for other workers in its employ, and given the Union's statutory right to communicate with its membership, the Union therefore respectfully requests that its proposals be incorporated into the Commission's recommendation.

NEW

11.05The Employer shall not interfere with an employee's right to read, discuss and distribute Union information on non-work time in the workplace.

The new clause 11.05 was proposed for the purpose of clarifying the right of employees to freely read, discuss, and disseminate Union information at the workplace, without fear of reprisal or other Employer interference. Through discussions at the bargaining table in this round, it was clearly demonstrated to the Employer that, at best, there is a problem of consistency in the application and practice as far as allowing employees to freely discuss, read and distribute union material at the workplace. In certain regions of the country, union meetings and distribution of materials is strictly prohibited by the Employer,

while in other regions it is tolerated. We have seen instances of such restrictions around union mobilization and campaigns, despite the fact that such campaigns have no negative impact on the Employer and the activity is done over lunch time where there is absolutely no interference in the operations of the Employer.

The Union is seeking this addition in the collective agreement as it would leave no room for interpretation and would ensure a consistent application of this right across regions. The Union therefore respectfully requests that its proposals under clause 11.05 be incorporated into the Commission's recommendation.

PSAC PROPOSAL

ARTICLE 13
LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

Contract Negotiation Meetings

NEW

13.15 The Employer shall advise the PSAC within one week of the hiring of new PSAC-represented employees and shall grant leave with pay to a reasonable number of employees to provide PSAC orientation to all newly-hired PSAC-represented employees.

NEW

13.16 Leave without pay, recoverable by the Employer, shall be granted for any other union business validated by the PSAC with an event letter.

13.~~14~~ 17
~~Effective January 1, 2018, l~~**L**eave ***without pay*** granted to an employee under ***this*** Article, with the exception of Article 13.14 above, ~~13.02, 13.09, 13.10, 13.12, and 13.13~~ 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 joint agreement.

Renumber clause as appropriate***.***

EMPLOYER PROPOSAL

13.14 Effective January 1, 2018, leave granted to an employee under Article 13.02, 13.09, 13.10, 13.12, and 13.13 will be with pay ***for a total maximum period of three (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.

RATIONALE

The first addition the Union is seeking under NEW Clause 13.15 would eliminate the current problem of not always being notified or give the opportunity to provide union orientation and familiarization with the collective agreement to newly hired PSAC

represented employees. We believe that the inconsistency of the practice of informing the Union of newly hired PSAC members, can easily be rectified with clear language in the collective agreement on this matter. As such, the Union therefore respectfully requests that its new proposals under clause 13.15 be incorporated into the Commission's recommendation.

In the last round of bargaining between the parties, leave without pay for union business was amended such that union members would continue to receive pay from the Employer, and the PSAC would be invoiced by the Employer with the cost of the period of leave. The intent was to change the mechanism of payment and not the substance or scope of leave for the PSAC business.

However, since that change, some departments at the core public administration have been inappropriately denying union leave to employees in circumstances in which it was formerly allowed, due to a misinterpretation of the new language on the part of management. Denying members the ability to participate in the business of their Union for legitimate activities is straining labour relations and resulting in grievances. Adding the language suggested by the Union will allow members to continue to take union leave validated by a letter and for which the PSAC will reimburse the Employer.

The proposed changes in Article 13.16 are simply to recognize that, with the exception of Article 13.14, there is one system for all forms of union leave, whereby the leave for employees is with pay and the PSAC will be invoiced by the Employer for the cost of the leave.

Employer proposal

The Union sees no need for the changes proposed by the Employer under Article 13. Throughout bargaining, the Employer has not provided a rationale for the change, nor has it presented any precedent set by other bargaining units.

There is currently an established cost recovery system for Alliance Business in the Memorandum of Understanding (MOU) signed on October 30, 2017. The MOU provides that leave granted to an employee under clauses 13.02, 13.09, 13.10, 13.12 and 13.13 of the Collective Agreement shall be leave with pay, with wages and benefits subsequently reimbursed to the Employer by the Union.[84] It outlines a procedure and timeline for repayment of gross salary and benefits to the Employer. This provision was agreed to only in the last round of bargaining, and no issues with respect to this reimbursement have been raised by the Employer since the agreement was reached.

There is a cost recovery process in place that has been agreed to by the parties, the leave taken by employees is cost-neutral. The Employer therefore cannot cite costs as a motivating factor in limiting the number of cumulative days for which an employee can take Union leave under this provision. Furthermore, given the well-publicized myriad problems with the Phoenix pay system, changes to the existing procedure, rather than simplifying pay administration, will introduce further complications that are likely to negatively impact the pay of members accessing these leave provisions. The current cost recovery model was put into place during the last round of negotiations to prevent disruptions in pay which could occur with Phoenix. Moreover, the Employer identified reducing the pay administration burden as one of its key objectives in this round of bargaining.

The Union sees no need to place an arbitrary cap on participation in Union activities by employees, nor does it see any need to introduce changes to the Union leave provisions that have been working well since the last round of bargaining. We therefore respectfully request that the PIC dismiss this proposal.

[84] Cost_Recovery_MOU EN FR

PSAC PROPOSAL

ARTICLE 16
DISCIPLINE

Union revises original proposal by placing it in **Article 58 – Employee Performance Review and Employee Files.**

NEW

58.05 Surveillance

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.

RATIONALE

As it concerns the Union's new proposal at 58.05, a significant number of employees in the bargaining unit work in an environment where surveillance cameras and other forms of equipment are common. While there are some legitimate health and safety reasons to engage in some forms of surveillance, the rights and dignity of employees need to be protected. It is the Union's position that the use of this surveillance for evaluation or disciplinary purposes is inappropriate and excessive.

Furthermore, arbitrators have been generally of the view that video surveillance collected for one purpose ought to be restricted in its use to that purpose and an employer will ordinarily not be entitled to use surveillance evidence obtained for non-disciplinary purposes to discipline employees for misconduct. This is consistent with the rulings of Privacy Commissioners.[85]

[85] See, for example, Investigation Report P2005-IR-004 (R.J. Hoffman Holdings Ltd.), [2005] A.I.P.C.D. No. 49 (QL) (Denham), Lancaster's Human Rights and Workplace Privacy, August 17, 2005, alert No. 47, in which the Alberta Information and Privacy Commissioner ruled that video footage from cameras which were justifiable for the purpose of monitoring security, but were subsequently used to record (albeit inadvertently) an incident on which the employer

As a result, the Union is proposing that the language contained in the Canada Post collective agreement covering workers in Canada Post postal plants be included in the collective agreement, and respectfully requests that the Commission include this language in its recommendations.[86]

EMPLOYER PROPOSAL

16.05 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 single period of leave without pay.**

RATIONALE

The purpose of having a period of time during which a record of discipline is on file is to allow the employee the opportunity to correct the behavior that led to the discipline. If the employee has not incurred further discipline during that period, the record is removed, a recognition of the correction. Two years is a reasonable period of time for this. It allows the relationship between Employer and employee to be “reset” and does not penalize an employee with disciplinary records sitting in their file for unreasonable periods of time. What matters most is the passage of enough time to allow the employee to demonstrate correction and “clean the slate”.

The proposal to exclude periods of leave without pay (LWOP) is also worrisome to the Union for other reasons.

Employees may take long periods of LWOP for many different reasons, most of them personal and some which may be beyond the employee’s control, such as:

sought to base the dismissal of an employee, violated employees' privacy rights insofar as the video footage exceeded the original purpose for which the cameras had been installed.

[86] DISCIPLINE_1 Canada Post CA excerpt EN FR

- medical reasons;
- maternity and/or parental leave;
- long term care of family members; and
- education or career development leave.

Unpaid leaves such as these are often greater than six months, and employees taking such leaves would have records of discipline in their personnel files much longer than other employees. At the same time, employees who are absent from the workplace on extended leaves with pay (such as sick leave with pay) would not be treated in the same manner. Given that the reasons for taking some longer-term leaves without pay may be based on grounds that are protected against discrimination under the Canadian Human Rights Act (e.g. disabilities, sex, family status), there is great concern that such a provision as proposed by the Employer could in fact be discriminatory. The PSAC views this proposal as unduly harsh, unnecessary and contrary to human rights considerations. We therefore respectfully request that the PIC not include this Employer proposal in its recommendations.

PSAC PROPOSAL

ARTICLE 19
SEXUAL HARASSMENT

Change title to: *WOKRPLACE VIOLENCE, HARASSMENT, BULLYING AND ABUSE OF AUTHORITY*

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

NEW

19.02 Definitions:

(a) Harassment, violence or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation, or other physical or psychological injury, or illness to an employee, including any prescribed action, conduct or comment.

(b) Abuse of authority occurs when an individual uses the power and authority inherent in his/her position to endanger an employee's job, undermines the employee's ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influences the career of the employee. It may include intimidation, threats, blackmail or coercion.

~~19.02~~ 19.03

(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.

~~19.03~~ 19.04

By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with ~~sexual~~ **violence, including but not limited to,** harassment. The selection of the mediator will be by mutual agreement ***and such selection shall be made within***

thirty (30) calendar days of each party providing the other with a list of up to three (3) proposed mediators.

NEW

19.05 Upon request by the complainant(s) and/or respondent(s), a full copy of any and all investigation(s) report(s), including but not limited to the Competent Person report, shall be provided to them by the Employer, subject to the Access to Information Act and Privacy Act.

19.06

(a) No Employee against whom an allegation of violence or discrimination has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary.

(b) If at the conclusion of any and all investigation(s), an allegation of misconduct under this Article is found to be unfounded, all records related to the allegation and investigation shall be removed from the employee's file.

19.07 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.

RATIONALE

The concept of harassment as solely a sexual issue has been outdated for many years. With the passage of Bill C-65, *An Act to amend the Canada Labour Code (harassment and violence) the Parliamentary Employment and Staff Relations Act and the Budget Implementation Bill 2017*, it is now time to update the language in the Collective Agreement to reflect the new legislation.

Bill C-65 has three main pillars. It requires the Employer to prevent incidents of harassment and violence; to respond effectively to those incidents when they do occur; and to support affected employees.

The amendments to Part II of the Canada Labour Code apply to all employers and workers in the federally regulated private sector as well as in the public service and Parliament.

The amended Act defines harassment and violence to mean "*any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment*" (amended section 122(1)).

It sets out specific duties of employers, including Treasury Board, requiring them to take prescribed measures to prevent and protect, not only against workplace violence but also against workplace harassment. Employers are now also required to respond to occurrences of workplace harassment and violence, and to offer support to affected employees (amended section 125(1) (z.16)).42).

In addition, the Employer must investigate, record and report, not only all accidents, occupational illnesses and other hazardous occurrences known to them, but now also occurrences of harassment and violence, in accordance with the regulations (amended section 125(1) (c).

These duties also apply in relation to former employees, if the occurrence of workplace harassment and violence becomes known to the Employer within three months of the employee ceasing employment. This timeline, however, may be extended by the Minister in the prescribed circumstances (new sections 125(4) and 125(5).

Employers are additionally required to ensure that all employees are trained in the prevention of workplace harassment and violence and to inform them of their rights and obligations in this regard (new section 125(1) (z.161)). Employers themselves must also undergo training in the prevention of workplace harassment and violence (new section 125(1) (z.162)).

Finally, the Employer must also ensure that the person designated to receive complaints related to workplace harassment and violence has the requisite knowledge, training and experience (new section 125(1) (z.163)).

The Collective Agreement is the guide to which employees turn to understand their rights in the workplace and their terms and conditions of work. It is also the guide that managers use to understand their responsibilities toward employees in the workplace. The Union submits that an obvious way to comply with the new requirement to inform employees of their rights and obligations with respect to harassment and violence is to plainly lay out these obligations in the Collective Agreement so that they are clear, unequivocal, and accessible to everyone in the workplace. Moreover, the Union believes that to not amend Article 19 of the Collective Agreement to reflect these changes to the *Canada Labour Code*, which considerably broaden the definition of harassment beyond what currently exists in the Article, could result in confusion with respect to behaviours that are not acceptable in the workplace.

The Union therefore respectfully requests that the Commission add the proposed amendments to this Article to its recommendations.

PSAC PROPOSAL

ARTICLE 23
TECHNOLOGICAL CHANGE

23.01 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 formerly performed by a work unit,*** the Employment Transition Policy (Appendix "B") concluded by the parties will apply. In all other cases the following clauses will apply.

23.02 In this Article "Technological Change" means:

(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***.

23.03 ~~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.

23.04 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 Union 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.

23.05 The written notice provided for in clause 23.04 will provide the following information:

(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.***

23.06 As soon as reasonably practicable after notice is given under clause 23.04, the Employer shall consult meaningfully with the Union**, *at a mutually agreed upon time*,** concerning the rationale for the change and the topics referred to in clause 23.05 on each group of employees, including training.

23.07 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

23.01 The parties have agreed that in cases whereas 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 Employment Transition Policy (Appendix "B") concluded by the parties will apply. In all other cases the following clauses will apply.

23.02 In this Article "Technological Change" means:

a. the introduction by the Employer of equipment or material 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.

23.03 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.

23.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ***ninety (90)*** ~~one hundred and eighty (180)~~ days written notice to the Union 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.

RATIONALE

Meaningful and substantive consultation with the bargaining agent is essential in instances of technological change. Too often, discussion is offered by the Employer after decisions have been made, and when it is too late to effect meaningful change or mitigation measures. The Spring 2018 Independent Auditor's Report on Building and Implementing the Phoenix Pay System succinctly states: "The building and implementation of Phoenix was an incomprehensible failure of project management and oversight".[87] The Union's proposal, particularly Article 23.05 (f), requires that the Employer provide all business case-related documentation and risk assessment (and mitigation options) of how the change pertains to the employees directly impacted; all employees who may be impacted; and how the change pertains to the citizens of Canada, if applicable. Such information provided 360 days in advance of the introduction or implementation of technological change (see proposed amendments to Article 23.04) could mitigate the impact on directly affected workers.

The Union's proposed expansion and clarification of applicability of Appendix "B", Employment Transition Policy, relative to technological change, is predicated on the importance of the protection of workers relative to their place of work. Further definition of "technological change" in Article 23.02 aims to modernize the terms of the article. The terms "equipment and material" are reflective of a time when computers were replacing typewriters. For this article to be meaningful in the current information technology, artificial intelligence and automated machine learning and decision-making environment, the scope of the definition of "technological change" must be expanded. "Systems" and

[87] TECHNOLOGICAL CHANGE_1

"software" more accurately reflect the kind of technological change that is likely to impact the job security of today's workers. Notably, changes to the Phoenix pay system—and the workers impacted by that change—were largely related to software and systems, not equipment or material.

The Union proposal at Article 23.04 adjusts the written notice timeframe to better reflect the time it takes to plan for, implement and adapt the workplace environment, and adapt workers to the changed work environment. The current 180 days is insufficient to respond to significant changes in the employment status or working conditions of affected employees, let alone the ninety (90) that is contained in the Employer's proposal.

Additionally, the Union proposes to delete the first sentence of Article 23.03. This deletion was agreed to by Treasury Board in last round of bargaining with the FB group. [88]

Finally, the Union proposes additional disclosure in Article 23.05 (f) that would provide it with the business case for the technological change and all documented risk assessments. PSAC sought this kind of documentation early in the process which created the then new and ultimately disastrous Phoenix pay system, but the information was denied by the Employer. When the business case was finally released publicly two years after Phoenix went live, it became clear that the business case failed to account for real risks to pay specialists or their clients, public service workers and members. None of the risks identified in the formative documents identified the overwork and stress that has been experienced by pay specialists because of system failures and lack of capacity. The idea that employees might not get paid accurately, or get paid at all, was not contemplated. The Union is seeking to expand the language in Article 23.05 so that it may effectively and fulsomely advocate on behalf of its members and meet its legal duties. An open and honest disclosure of the plans and an opportunity for the Union to help

[88] TECHNOLOGICAL CHANGE_1

assess risks and problems could have led to much different decisions that may have alleviated or even avoided the Phoenix pay disaster.

The Union therefore respectfully requests that the Commission add the proposed amendments to this Article to its recommendations.

PSAC PROPOSAL

ARTICLE 26
SHIFT PREMIUMS

26.01 Shift Premium

~~An employee working on shifts, half or more of the hours of which are regularly scheduled between four (4) p.m. and eight (8) a.m. will receive a shift premium of two dollars ($2.00) per hour for all hours worked, including overtime hours, between four (4) p.m. and eight (8) a.m. The shift premium will not be paid for hours worked between eight (8) a.m. and four (4) p.m.~~

An employee working on shifts will receive a shift premium of three dollars ($3.00) per hour for all hours worked, including overtime hours, between 16:00 and 00:00.

An employee working on shifts will receive a shift premium of five dollars ($5.00) per hour for all hours worked, including overtime hours, between 00:00 and 08:00.

26.02 Weekend Premium

(a) An employee working on shifts during a weekend will receive an additional premium of ~~two dollars ($2.00)~~ **three dollars ($3.00)** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

EMPLOYER PROPOSAL

TO ALIGN WITH EXPANDED NORMAL HOURS OF WORK FOR THE NON-INSPECTORATE

Excluded provisions

This Article does not apply to employees ~~on day work,~~ covered by clauses 24.04 or GL/GS 24.04 *or employees in Inspectorate positions covered by clauses XX*.

26.01 Shift Premium

An employee working on shifts, half or more of the hours of which are regularly scheduled between ~~four (4)~~ ***ten (10)*** p.m. and ~~eight (8)~~ ***six (6)*** a.m., will receive a shift premium of

two dollars ($2.00) per hour for all hours worked, including overtime hours, between ~~four (4)~~ ***ten (10)*** p.m. and ~~eight (8)~~ ***six (6)*** a.m. The shift premium will not be paid for hours worked between ~~eight (8)~~ ***six (6)*** a.m. and ~~four (4)~~ ***ten (10)*** p.m.

RATIONALE

Workers in the identified groups have not seen an increase in shift premium since 2002, more than seventeen years ago. While wages have been adjusted substantially over the same period, shift and weekend premiums have remained unchanged, their value eroded by inflation. In that seventeen-year period, inflation has increased by more than 36%. Given the time that has elapsed since the last increase, the Union submits that its proposal is entirely reasonable. There are cases in the federal public service where premium rates have kept up with the rate of inflation. For example, the Ships Repair (East) and Ship Repair (West) shift premium formulas are one-seventh (1/7) of the employee's basic hourly rate of pay for evening is the equivalent of about $4 to approximately $6 depending on the pay range. Ship Repair (West) shift premium formula for night is one-fifth. As well, other federal public sector employers have agreed to a considerable increase in shift premium for other groups of workers it employs. For example, the PSAC bargaining unit for Scanner Operators at Parliamentary Protective Services, Operational workers and both editors and senior editors at the House of Commons, workers at the Senate of Canada and at the Museum of Science and Technology Corporation have all seen their shift and weekend premiums increase. Some of these increases were achieved via PSLRB arbitral awards. [89]

While shift work may be critical for the operation of important government services that require around-the-clock staffing, the impact of those schedules on the health and welfare of the employees is significant. The most common health complaint cited by shift workers is the lack of sleep. However, as was noted in a Statistics Canada report, shift work has also been associated with several illnesses including: cardio-vascular disease, hypertension and gastrointestinal disorders.[90] Shift workers also report higher levels of

[89] SHIFT PREMIUMS_1

[90] SHIFT PREMIUMS_1

work stress which has been linked to anxiety, depression, migraine headaches and high blood pressure. Research has also shown that sleep deprivation generated by shift work is related to an increased incidence of workplace accidents and injury. The interference that shift work causes in individuals' sleep patterns has resulted in workers experiencing acute fatigue at work, impaired judgements and delayed reaction times.

Of equal significance are the limitations that shift work poses for participation in employees' leisure time and family activities. Employees required to work non-standard hours face incredible challenges in balancing their community, family and relationship obligations, frequently leading to social support problems. The current rates paid for shift work do not adequately compensate members for this sacrifice of their time and health, especially when you consider the shifts from 00:00 to 08:00 and that is why we are asking for a higher premium rate for this time slot.

As wages and inflation increase, the relativity between the value of the shift/weekend premium and the hourly rates of pay also needs to be maintained through an upward adjustment to the premium. Otherwise the premium pay associated with shift work would not properly compensate employees for the hardship and inconvenience represented by this kind of work. The Employer should be able to compensate employees more fairly for the imposition on their personal lives and the disruption to their work/life balance.

The Employer's proposal is completely counter to everything that we have argued above in support of increasing the premium and providing a higher rate for those who work the midnight to 8:00 am shift. Therefore, the Union opposes its inclusion in the Commission's recommendation.

PSAC PROPOSAL

ARTICLE 31
DESIGNATED PAID HOLIDAYS

ARTICLE 31 – DESIGNATED PAID HOLIDAYS

31.01 Subject to clause 31.02, the following days shall be designated paid holidays for employees:

(a) New Year's Day

(b) Good Friday;

(c) Easter Monday,

(d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday;

(e) National Indigenous Peoples Day (June 21)

~~(e)~~ **(f)** Canada Day;

~~(f)~~ **(g)** Labour Day;

~~(g)~~ **(h)** the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving;

~~(h)~~ **(i)** Remembrance Day;

~~(i)~~ **(j)** Christmas Day

~~(j)~~ **(k)** Boxing Day;

(~~k~~) **(l)** ~~one (1)~~ ***two (2)*** additional day**(s)** in each year that, in the opinion of the Employer, ~~is~~ ***are*** recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day**(s)** ***are*** ~~is~~ recognized as a provincial or civic holiday, ***third Monday in February and the*** first Monday in August;

(~~l~~) (**m**) one (1) additional day when proclaimed by an Act of Parliament as a national holiday.

31.05 When an employee works on a designated paid holiday, he or she shall be paid:

(a) ~~time and one-half (1.5)~~ ***double time (2)*** for all hours worked ~~up to the regular daily scheduled hours of work as specified in Article 24 (Hours of Work) of this collective agreement and double time (2) thereafter~~, in addition to the pay that the employee would have been granted had he or she not worked on the holiday;

or

(b) upon request, and with the approval of the Employer, the employee may be granted:

(i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday;

and

(ii) pay at ~~one decimal five times (1.5)~~ ***double time (2)*** the straight-time rate of pay for all hours worked ~~up to the regular daily scheduled hours of work as specified by the Article 24 of this collective agreement;~~ and

(iii) ~~pay at two times (2) the straight-time rate of pay for all hours worked by him or her on the holiday in excess of the regular daily scheduled hours of work as specified by the Article 24 (Hours of Work) of this collective agreement.~~

~~(c) Notwithstanding sub-clauses 31.05(a) and (b), when an employee works on a designated paid holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with sub-clause 27.01(b) or (c), 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)~~(c) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.

(i) 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;

(ii) 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.

EMPLOYER PROPOSAL

31.01 Subject to clause 31.02, the following days shall be designated paid holidays for employees:

…

(l) one additional day when proclaimed by an *Act of Parliament* as a national holiday.

For greater certainty, employees who do not work on a Designated Paid Holiday are entitled to seven decimal five (7.5) hours pay at the straight-time rate, or eight (8) hours pay at the straight-time rate where the standard work week is forty (40) hours.

RATIONALE

The Union is proposing two modifications to the current Article 31 (a) include two additional days as designated holidays: Family Day and National Indigenous Peoples Day; and (b) to increase the rate at which statutory holidays are paid. The Union's proposals are intended to bring designated paid holidays in line with what is found in other collective agreements; and, consistent with the Union proposal in the Article 27 – Overtime to simplify pay administration to a single rate of pay when an employee works on a designated paid holiday, and to contribute to a better work-life balance.

The rationale behind the Union's proposal for Family Day is that the vast majority of employees in the bargaining unit work in provinces where a designated paid Family Day holiday exists, but to which they are not currently entitled. Family Day, celebrated on the 3rd Monday of February, is a statutory holiday in five provinces: Alberta, British Colombia, New Brunswick, Ontario and Saskatchewan. The third Monday in February is also a designated paid holiday in three other provinces: Prince Edward Island (Islander Day), Manitoba (Louis Riel Day) and Nova Scotia (Heritage Day); and in one territory, Yukon (Heritage Day).

Family Day was created for employees to have a mid-winter long weekend to spend time with their families, contributing to a better work-life balance. The practical impact on members of the bargaining unit is that schools, daycare facilities and other services are closed that day, forcing employees to scramble to make other childcare arrangements, or requiring them to take another day of leave. The Union's proposal would not only ensure that employees in the bargaining unit have access to a holiday that is already provided to millions of other Canadian workers, but at the same time not require employees to take a day out of their annual leave on that same day due to their family responsibilities.

Additionally, the Union proposes to include an additional statutory holiday on June 21 of each year, National Indigenous Peoples Day. June 21 is culturally significant as the summer solstice, and it is the day on which many Indigenous peoples and communities traditionally celebrate their heritage. Recognizing a National Indigenous Peoples Day would fulfill recommendation #80 of the Truth and Reconciliation Commission's Call to Action report:

> *80. We call upon the federal government, in collaboration with Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to honour Survivors, their families, and communities, and ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process.*[91]

Based on this report, a private member's bill, C-369, was introduced and passed the first reading in the Senate. As recognized in the bill, the purpose of the Act is:

> "*to fulfill the Truth and Reconciliation Commission's Call to Action #80 by creating a federal holiday called the National Day for Truth and Reconciliation which seeks to honour Survivors, their families, and communities, and ensure that public*

[91] DESIGNATED PAID_1 EN_FR

commemoration of the history and legacy of residential schools, and other atrocities committed against First Nations, Inuit and Metis people, remains a vital component of the reconciliation process."

The Union considers the recognition of this day as a designated paid holiday in the Collective Agreement not only as an opportunity for the Employer to actively embrace the reconciliation process, but also to allow employees, institutions and communities to celebrate and honor the indigenous population and commemorate their shared history and culture.

Lastly, the Union proposes that all designated paid holidays be compensated at the rate of double time in order to ensure consistency with the Union's proposal on overtime pay. Working on a designated paid holiday is a disruption of an employee's work-life balance. Sunday, or an employee's second day of rest, is currently paid at double time; any additional holidays or days of rest worked are equally important to employees.

Currently, work on a statutory holiday is paid at 1.5 times an employee's base rate of pay up to 7.5 hours worked; and double time thereafter. The Union's proposal streamlines pay for work on a designated paid holiday to a single rate, consistent with the Employer's stated goal in this round of bargaining to simplify pay administration. [92]

In light of the aforementioned facts, the Union respectfully requests that these proposals be included in the Commission's recommendations.

Employer Proposal

The Employer is proposing to clarify that employees who do not work on a Designated Paid Holiday are entitled to seven and a half (7.5) or eight (8) hours pay where the

[92] DESIGNATED PAID_ EN_FR

standard work week is forty (40) hours, at the straight time rate. This clause already exists in the Collective Agreement in Article 24.15. d) (i) & (ii)*:*

(d) Designated paid holidays (clause 31.05)

Paragraph 24.15(d)(i) does not apply to bargaining unit employees classified as GL or GS.

(i) A designated paid holiday shall account for seven decimal five (7.5) hours.

Paragraph 24.15(d)(ii) applies only to bargaining unit employees classified as GL or GS.

(ii) A designated paid holiday shall account for eight (8) hours.

The Employer has provided no rationale at the bargaining table for adding the proposed “for greater certainty” language to Article 31.01 when it already exists in the Collective Agreement.

The Union therefore respectfully requests that the Employer’s proposal not be considered in the Commission’s recommendations.

PSAC PROPOSAL

ARTICLE 38
VACATION LEAVE WITH PAY

The union revises original proposal by withdrawing Clause 38.02 NEW (a) (v), (vi) and NEW (b) (v), (vi).

Accumulation of Vacation Leave Credits

38.02

(a) An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least seventy-five (75) hours:

(i) 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;

(ii) twelve decimal five (12.5) hours commencing with the month in which the employee's ~~eighth (8th)~~ ***fifth (5th)*** anniversary of service occurs;

~~(iii) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~

~~(iv) fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~

(iii) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's ~~eighteenth (18th)~~ ***tenth (10th)*** anniversary of service occurs;

~~(vi) sixteen decimal eight seven five (16.875) hours commencing with the months in which the employee's twenty-seventh (27th) anniversary of service occurs;~~

(iv) 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;

~~**NEW**~~

~~**(v) twenty (20) hours commencing with the month in which the employee's thirtieth (30th) anniversary occurs**~~

~~**NEW**~~

~~**(vi) 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.**~~

(b) An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least eighty (80) hours:

(i) ten (10) hours until the month in which the anniversary of the employee's ~~eighth (8th)~~ ***fifth (5th)*** year of service occurs;

(ii) thirteen decimal three three (13.33) hours commencing with the month in which the employee's ~~eighth (8th)~~ ***fifth (5th)*** anniversary of service occurs;

~~(iii) fourteen decimal six seven (14.67) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~

~~(iv) fifteen decimal three three (15.33) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~

(iii) sixteen decimal six seven (16.67) hours commencing with the month in which the employee's ~~eighteenth (18th)~~ ***tenth (10th)*** anniversary of service occurs;

~~(vi) eighteen (18) hours commencing with the months in which the employee's twenty-seventh (27th) anniversary of service occurs;~~

(iv) twenty (20) hours commencing with the month in which the employee's ~~twenty-eighth (28th)~~ ***twenty-third (23rd)*** anniversary of service occurs;

~~**NEW**~~

~~**(v) twenty-one decimal three three (21.33) hours commencing with the month in which the employee's thirtieth (30th) anniversary occurs**~~

~~**NEW**~~

~~**(vi) twenty-three decimal three four (23.33) hours commencing with the month in which the employee's thirty-fifth (35th) anniversary of service occurs.**~~

Scheduling of Vacation Leave With Pay

38.04 In scheduling vacation leave with pay to an employee, the Employer shall, subject to the operational requirements of the service, make every reasonable effort:

(a) to grant the employee his or her vacation leave during the fiscal year in which it is earned, if so requested by the employee not later than June 1;

(b) to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of thirty (30) hours, or thirty-two (32) hours where the standard work week is forty (40) hours, or more earned by the employee in the current year;

(c) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;

(d) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee.

(e) employees in each work group shall be encouraged to co-operatively establish an agreed-upon vacation schedule that meets their needs and the operational requirements determined by the Employer;

(f) when a vacation schedule cannot be agreed upon or does not meet operational requirements, years of service as defined in Article 38.02(d) shall be used as the determining factor in deciding which requests shall be granted by the Employer.

38.05 The Employer shall give an employee ~~as much~~ notice ~~as is practicable and reasonable,~~ of approval, denial or cancellation of a request for vacation leave ***within fourteen (14) days upon receiving the employee's request***. In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

Carry-Over and/or Liquidation of Vacation Leave

38.13

(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 at his or her hourly 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.

(b) Notwithstanding sub-clause 38.13(a), if on the date of signing of this Agreement or on the date an employee becomes subject to this Agreement, he or she has more than two hundred and sixty-two decimal five (262.5) hours of unused vacation leave credits earned during previous years, a minimum of seventy-five (75) hours per year shall be granted, or paid by March 31st of each year, until all vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours have been liquidated. Payment shall be in one installment per year, and shall be at his or her hourly rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31st of the applicable previous vacation year.

(c) Where in any vacation year, an employee has not ***used*** ~~been granted~~ all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and eighty (280) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and eighty (280) hours shall be automatically paid at his or her hourly 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.

(d) Notwithstanding sub-clause 38.13(c), if on the date of signing of this Agreement or on the date an employee becomes subject to this Agreement, he or she has more than two hundred and eighty (280) hours of unused vacation leave credits earned during previous years, a minimum of eighty (80) hours per year shall be granted, or paid by March 31st of each year, until all vacation leave credits in excess of two hundred and eighty (280) hours have been liquidated. Payment shall be in one installment per year, and shall be at his or her hourly rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31st of the applicable previous vacation year.

EMPLOYER PROPOSAL

38.04 (a) ***Employees are expected to use all of their vacation leave during the vacation year in which it is earned.***

(b) In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:

(i) to provide an employee's vacation leave in an amount and at such time as the employee may request;

(ii) not to recall an employee to duty after the employee has proceeded on vacation leave.

~~38.04 In scheduling vacation leave with pay to an employee, the Employer shall, subject to the operational requirements of the service, make every reasonable effort:~~

~~(a) to grant the employee his or her vacation leave during the fiscal year in which it is earned, if so requested by the employee not later than June 1;~~

~~(b) to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of thirty (30) hours, or thirty-two (32) hours where the standard work week is forty (40) hours, or more earned by the employee in the current year;~~

~~(c) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;~~

~~(d) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee.~~

~~(e)~~(c) employees in each work group shall be encouraged to co-operatively establish an agreed-upon vacation schedule that meets their needs and the operational requirements determined by the Employer;

~~(f)~~(d) when a vacation schedule cannot be agreed upon or does not meet operational requirements, years of service as defined in Article 38.02(c) shall be used as the determining factor in deciding which requests shall be granted by the Employer.

…

Leave When Employment Terminates

38.09 When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave with pay to the employee's credit by the hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment ***of his or her substantive position*** on the date of the termination of the employee's employment, except that the Employer shall grant the employee any vacation leave earned but not used by the employee before the employment is terminated by lay-off if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.

RATIONALE

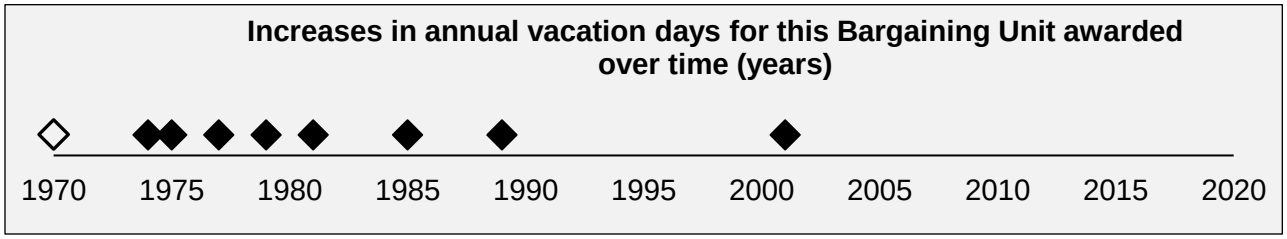
For Article 38, the Union proposes to

i. increase annual leave entitlements and bring them in line with those that are currently afforded Civilian Members at the Royal Canadian Mounted Police (RCMP), which have been deemed into the public service; and to

ii. amend language pertaining to vacation carry-over entitlements.

Updating annual vacation entitlements

Vacation entitlements for this bargaining unit have not been updated in almost 20 years and consequently fall behind those of many other bargaining units in the broader federal sector.



Over a 30-year career, Bargaining Unit members in the TB core public administration and CFIA, can expect 5 per cent (CSIS) to 10 per cent FI (Financial Management) fewer vacation days compared to other groups in the federal public sector (Table 32).

Table 32 Vacation days

	Percent difference in vacation days over 30 years (TB core units versus other)
CSIS	-5%
LA (Lawyers)	-6%
SH (Health Services)	-7%
House of Commons (4 units)	-9%
Senate Operations	-9%
UT (University Teachers)	-6%
RE (Research)	-6%
AI (Air Traffic Control)	-8%
OFSI (Office of the Superintendent of Financial Institutions)	-8%

The Union's proposal is to provide this bargaining unit the same vacation entitlements and accrual patterns already available to members in the FI (Financial Management) group. Following this pattern, our bargaining unit members would be entitled to 20 days of annual paid vacation leave three years earlier: after five years of service, instead of eight. This is reasonable as it already exists for othe groups in the public sector as well. Many groups in the federal public service have an initial entitlement of 20 vacation days per year (**Figure 17**).

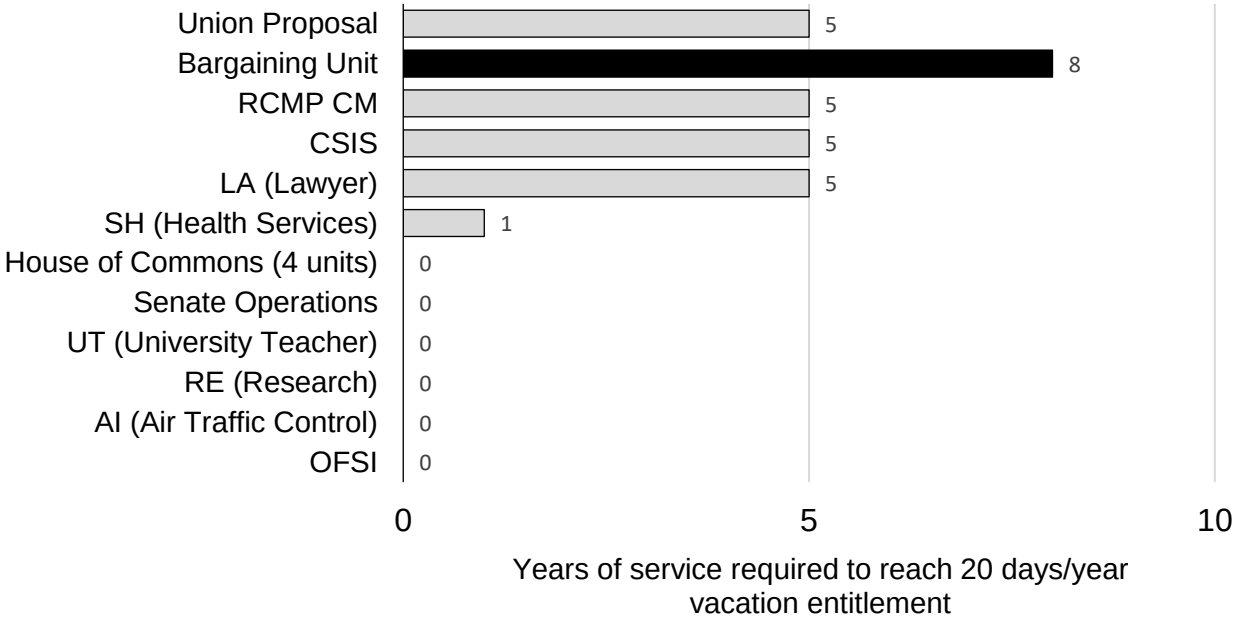


Figure 17 Other groups in the Public Service reach 20 days/year vacation entitlement sooner than this Bargaining Group

The Union's proposal to increase vacation days to 20 per year is below that of countries in the European Union and the vast majority of OCED countries. The European Union has established a floor of at least 20 working days of paid vacation for all workers. Similarly, other OECD countries, except for Japan, have a starting rate of 20 vacation days per year or more[93] (**Figure 18**). Increasing vacation days to 20 per year after five years is reasonable.

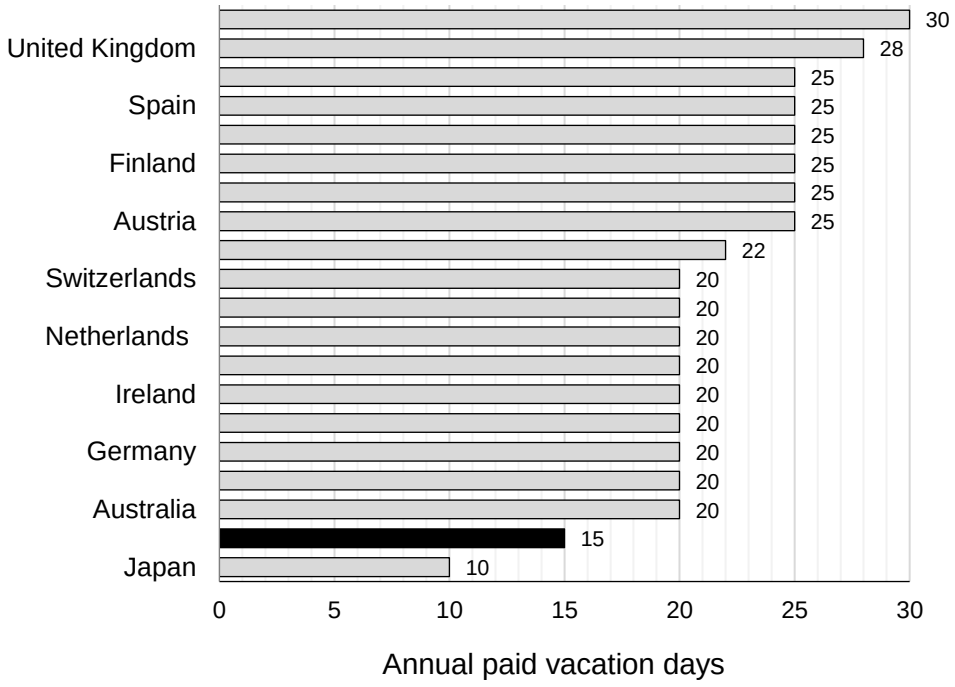


Figure 18 Mandated annual paid vacation days in OECD Nations

With this proposal, employees would also earn 25 vacation days sooner, after 10 years of service. Matching vacation entitlements to the RCMP Civilian Member (CM) pattern would also increase the total number of vacation days over 30 years. In the graph below,

93 The United States remains devoid of paid vacation (and paid holidays) and were not included.

No-Vacation Nation, Revised; Center for Economic and Policy Research; Adewale Maye, May 2019

No Vacation Nation Revised

the solid grey line refers to the current pattern of this Bargaining Unit. The black dotted line pertains to the proposed changes, based on the RCMP CM pattern. In the coming months, RCMP CMs will join the federal public service and work side by side with current Bargaining Unit members. Current Bargaining Unit members should have the same vacation entitlements as the new employees joining from the RCMP (**Figure 19**).

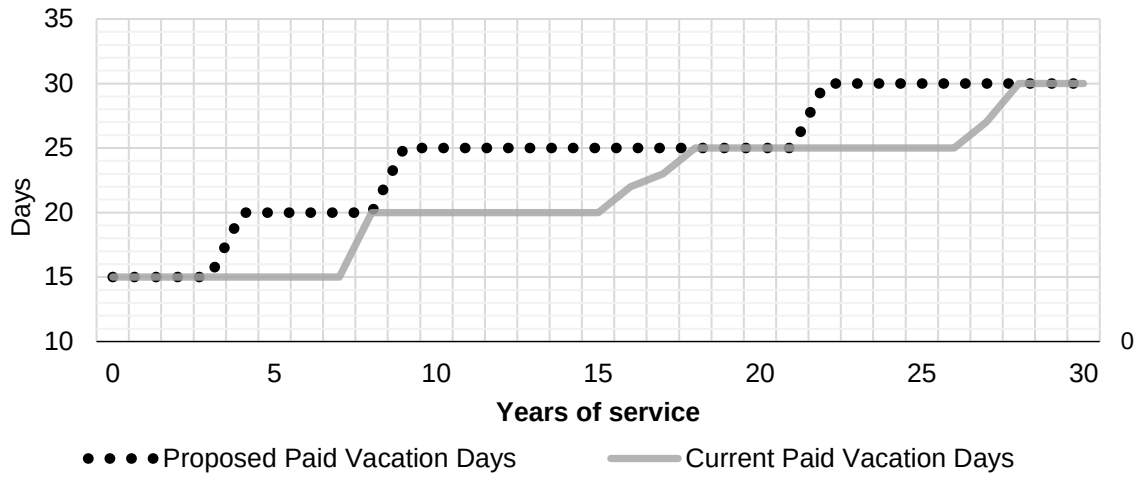


Figure 19 Current and proposed Annual Vacation Entitlements for this Bargaining Unit

Demographics in Canada's Federal Public Service have shifted over the last five years, where, prior to 2015 baby boomers (born between 1946 and 1966) made up the largest group core of federal public servants. As of 2018, more Generation Xers (born between 1967 and 1979) represent the largest proportion of public service workers (40.6%).[94] Offering attractive benefits including more paid vacation days sooner, will help to continue attracting and retaining talented Millennials and Generation Xers to the federal public service.

[94] Demographic Snapshot 2018;

Aperçu démographique 2018

Vacation leave is a win-win for employees and organizations alike. Recent studies showed that 64 per cent of people are refreshed and excited to return to their jobs following vacations. Employees cite avoiding burnout as their most important reason to take vacation days. Research supports this – stress is directly linked to health conditions ranging from headaches to cardiovascular diseases, cancer, and many types of infections as a result of an immune system weakened by stress. Taking vacations reduces the incidence of burnout. Research also shows that *productivity* improves when employees take time off and recharge. According to a 2013 Society for Human Resource Management (SHRM) study, employees who take more vacation time outperform those who do not.[95]

Taking time off has many benefits for employers and employees. Bargaining Unit members have not received increases in vacation allotments in 20 years and current vacation entitlements are significantly below that of other groups in the public service and the RCMP. Considering these reasons, the Union respectfully asks the Commission to include this proposal in their recommendation.

Carry-over language

The Union proposes to amend the wording in Article 38.07 to provide clarification to the interpretation of leave carry-over provision. The language in this article specifies that members shall carry forward unused portions of vacation leave up to a maximum of 262.5 hours into the following year. Amending the wording clarifies that carried forward vacation credits pertains to the proportion of granted hours that was *not used*. Frequent misinterpretation has resulted in management denying the carry-over of any days, even if they fall within the acceptable limit of 262.5 hours, perhaps to limit excessive carry-over credits. Members have reported that in some departments, management only allows carry-over in instances when leave has been requested and denied.

[95] Vacation Leave_2

Vacation Leave_1

Several members raised concerns about management's interpretation of carry-over at the at the Union of National Defence Employees' National Union-Management Consultation Committee this past summer.[96] Following the UMC consultation, the Employer advised management that, in the spirit and intent of the provisions, bargaining unit members should be allowed to carry over their unused credits into the next year if they were unable to use them in the current year. Life happens and the Union submits that it is not acceptable to punish our members either by allowing management to assign vacation times or to force members to give up their unused vacation time altogether. This proposal will ensure that management at the agency would allow bargaining unit members to carry forward the vacation days they are entitled to. Considering these factors, the Union respectfully requests that the Commission include its proposals for Article 38 in its recommendation.

Employer Proposal

The Employer has proposed that all employees be expected to take their vacation in the year that it was earned. The Employer has not provided a clear rationale to why this is required. They have not provided the Union with a clear explanation of the problem that it solves and they have not provided evidence that this proposal is based on demonstrated need.

The proposed clause does not provide more clarity around vacation scheduling. This clause gives the Employer the power to deny vacation leave during the fiscal year it was earned, subject to operational requirements. With the deletion of the current 38.04 (a) (b) (c) and (d), there is no longer timelines for employees to request vacation by and the power to grant vacation to employees becomes that much more entrenched in the hands of the Employer

Therefore, according to the Employer's proposal, an employee would be expected to take their vacation in the fiscal year it was earned., based on operational requirements

[96] Vacation_1

irrespective of any timelines. The proposed clause would cause confusion for both employees and managers trying to arrange vacation leave equitably, while maintaining operational requirements. Overall this clause would decrease flexibility and increase scheduling conflicts for vacations. Employees may want to save some of their vacation to take a longer break from work, and the Employer has not provided rationale as to why that is a hardship on them or why that should not be able to happen, as a result of the deletion of Clause 38.04 (b).

It is for these reasons that the Union respectfully asks the Commission not to include these proposals by the Employer in its recommendations.

PSAC PROPOSAL

ARTICLE 39
SICK LEAVE WITH PAY

39.04

(a) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 39.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned with the Employer.

(b) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 39.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to two hundred (200) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned with the Employer.

NEW

Medical Certificate

39.10 When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for all costs associated with obtaining the certificate. Employees required to provide a medical certificate shall also be granted leave with pay for all time associated with the obtaining of said certificate

RATIONALE

The Union is proposing that employees shall be reimbursed for the cost of any medical certificate required by the Employer. When the Collective Agreement was first negotiated, employees were seldom if ever charged for doctors' notes verifying illness. Times have changed, however, and the cost of obtaining a medical report or certificate varies widely and can be significant. While doctors' notes can be important when there is a major medical condition requiring workplace accommodation, a significant number of notes are written to excuse absences for minor illnesses. This is widely acknowledged to be an employee management strategy, a way to reduce absenteeism by forcing the worker to "prove" his or her illness. However, those who cannot afford a medical note may then

attempt to work while ill or unfit to work, risking their own and others' health and safety. This is a growing issue that needs to be addressed.

Similar language is contained in the three PSAC collective agreements with the House of Commons, stemming from a 2010 FPSLREB arbitral award (485-HC-45). Similar language was also awarded by the Board in interest arbitration for PSAC members at the Senate of Canada (FPSLREB 485-SC-51) and PSAC members at the Library of Canada in 2017.[97] Furthermore, after having presented its case to a PIC with CFIA in 2013, the PIC agreed with the Union that the employers should reimburse employees for any medical certificate required by the Employer with the following rationale:

Given that it is at the employer's discretion to request a medical certificate, the PIC recommends that the collective agreement be amended to provide for reimbursement for any medical certificate required by the employer to a maximum of $35.[98]

Hence the Union is simply proposing that the standards that currently exist for other federal workers and that have been deemed reasonable by arbitrators be put in place for workers at CFIA. Thus, the Union respectfully requests that its proposals be included in the Board's recommendation.

97 Sick Leave_1

98 Sick Leave_1

PSAC PROPOSAL

ARTICLE 41
INJURY ON DUTY LEAVE

41.01 An employee shall be granted injury-on-duty leave with pay for such period as ~~**may be reasonably determined by the Employer**~~ ***certified by a Workers' Compensation authority*** when a claim has been made pursuant to the *Government Employees Compensation Act*, and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

(a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,

or

(b) an industrial illness, ***vicarious trauma, or any other illness, injury*** or ~~a~~ disease arising out of and in the course of the employee's employment,

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

RATIONALE

In virtually all cases where the Treasury Board is the Employer, employees disabled due to an occupational illness are entitled to injury-on-duty leave with full normal pay for such reasonable period as is determined by the Employer, where the disability is confirmed by a Provincial Worker's Compensation Board pursuant to *the Government Employees Compensation Act* [GECA]." [99]

[99] Injury-on-duty leave IODL_1 EN; IODL_1 FR

Government Employees Compensation Act EN;

Government Employees Compensation Act FR

Treasury Board guidelines allow the Employer to unilaterally decide when to end the benefits provided by injury-on-duty leave, even though the provincial and territorial workers' compensation board determines the appropriate period of recovery required to heal and to return to work[100]. In addition, the levels of workers compensation benefits received via their respective provincial Worker's Compensation Boards (WCB) vary by province and territory.

The Union respectfully submits that the changes proposed to article 41.01 would

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

WCB benefits and inclusions are not equal across provinces and territories. Under the same Collective Agreement, our members do not receive the same WCB benefits. Upon getting switched to direct WCB benefits, an injured member drops from 100 per cent of their regular pay to between 75 per cent to 90 per cent of their net income depending on which province or territory in which they reside. Maximum assessable salary caps also vary by jurisdiction (**Table 33** WCB across Canada).[101]

[100] Evaluation of the Federal Workers' Compensation Service Evaluation_of_FWCS_-_Phase_1-EN

[101] Association of Workers' Compensation Boards of Canada; Benefits http://awcbc.org/?page_id=75

Table 33 WCB across Canada

Jurisdiction	% of earnings benefits are based on	Max. assessable earnings (2018)[102]	Coverage of psychological illness due to workplace trauma[103]
SK	90% net	$88,314	Acute and chronic trauma
NL		$65,600	Acute and chronic trauma
QC		$76,500	Acute and chronic, trauma and non-traumatic
NWT & NT		$92,400	Acute and chronic, trauma only
AB		$98,700	Acute and chronic, trauma and non-traumatic
MB		$127,000	Acute trauma
ON	85% net	$92,600	Acute and chronic, trauma and non-traumatic
PEI		$55,000	Acute and chronic, trauma and non-traumatic
NB	85% loss of earnings[104]	$64,800	Acute trauma
NS	75% net first 26 weeks, then 85% net	$60,900	Acute trauma
YK	75% gross[105]	$89,145	Acute trauma
BC	90% net	$84,800	Acute and chronic, trauma and non-traumatic

The current language in the Collective Agreement is problematic, causing hardship for injured members in various ways. The financial hardship of living on a reduced salary while on direct WCB payments is exacerbated when upon their return to work, an individual is responsible for repaying the Employer for their portions of Superannuation, Public Service Health Care Plan, Supplemental Death Benefit, and Disability Insurance. Members off for 10 days or longer also lose out on the accumulation of sick leave and annual leave credits. Periods of leave without pay are not counted for pay revision, pay increases, increment dates, and continuous employment purposes, thereby creating long-term cost implications for the member.

[102] Association of Workers' Compensation Boards of Canada; Statistics http://awcbc.org/?page_id=599

[103] HR Insider https://hrinsider.ca/hr-legal-trends-workers-comp-mental-stress/

[104] http://awcbc.org/?page_id=9797 Loss of earnings is defined as average net earnings minus net estimated capable earnings..

[105] Unless the worker earns equal to or less than the minimum compensation amount (25% of the maximum wage rate), in which case the worker receives 100% of gross.

Implementation practices of injury-on-duty leave are not consistent from region to region and even within departments. *"Departmental officials do not have any adjudication authority but must report all workplace injuries and occupational diseases…"*[106]. Departments must obtain and verify notification of the period of disability from Labour Canada before injury-on-duty leave is approved. However, there is no consistent standard of a 'reasonable' duration for injury-on-duty leave, nor when to switch the injured member to 'direct WCB benefits'. Leave should not be granted beyond the date certified through Labour Canada that the employee is fit for work and require a departmental review if the leave granted reaches 130 days[107]. Notwithstanding this guideline, the requirement for a departmental review is bound to be extremely rare: according to aggregated, long-term data, the average duration of granted loss-of-time workers compensation claims is far below 130 days (tables below). The likelihood that members of this bargaining unit would ever exceed 130 days is negligible. There is therefore no cogent reason why length of injury-on-duty leave should be a concern (**Table 34**).[108]

Table 34 Average duration of claims (days)

Province/Territory	Average duration of claim per year based on 2013-2017*
NL	**25.9**
PE	**14.0**
NS	**23.5**
NB	**21.1**
MB	**6.9**
SK	**10.7**
AB	**14.2**
BC	**14.8**
YT	**5.9**

**The estimated total number of calendar days compensated for short-term disability over the first five calendar years of a typical Lost Time Claim (if current conditions are continued for future years)*[109].*

[106] Employer's Guide to the Government Employees Compensation Act https://www.canada.ca/en/employment-social-development/services/health-safety/compensation/geca.html)

[107] Injury-on-duty Leave https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12139&section=html; Congé pour accident du travail https://www.tbs-sct.gc.ca/pol/doc-fra.aspx?id=12139&section=html

[108] No data available for QC, ON, and NWT/NU Association of Workers' Compensation Boards of Canada

[109] Canadian Workers' Compensation System http://awcbc.org/?page_id=11803

Provincial/Territorial Boards' claim decisions are based on the type of injury and aim to allow the employee to heal and then safely return to work. Unlike these Boards, departments do not have a century of experience adjudicating workplace related injuries and decisions to terminate injury-on-duty leave. They can and are influenced by internal biases and circumstances and the relationship of the Employer with the individual involved in the accident. A manager who is kindly disposed towards a member may approve a longer period of leave than if they dislike the individual. Members have reported getting switched to direct WCB payments after only a few days.

The nature of the accident or illness can influence the Employer's decision to move members to direct WCB payments. Members suffering from a repetitive strain injury are more likely to be switched to direct benefits quickly; a workplace accident previously covered by the media can prompt the Employer to keep the member on injury-on-duty leave longer.

Whereas wages paid under the current injury-on-duty leave provisions are usually drawn from the respective section or branch of the department in which the injured member is working, direct WCB claim payments come out of a central budget at Federal Workers Compensation Program (FWCP)[110]. This can put pressure on the department to switch the injured member to direct WCB payments as soon as possible to free up salary money and replace the injured member with a 'fit' worker. This type of situation often becomes a barrier when trying to accommodate an injured member with modified duties or a gradual return to work program.

Members cannot challenge or appeal the Employer's decision to switch them to direct WCB payments, no matter how unreasonable the decision may appear to be.

[110] Audit of the Federal Workers Compensation Programs - January 2018 https://www.canada.ca/en/employment-social-development/corporate/reports/audits/federal-workers-compensation-programs.html)

Previous recommendation by Conciliation Board

It is significant that having presented its case to a Conciliation Board, the Board agreed with the Union that the Employer's discretion over the period of injury-on-duty leave should be removed[111]. The Board recommended that the first part of clause 41.01 read:

> *41.01 An employee shall be granted injury-on-duty leave with* ***pay for the period of time that a Workers Compensation authority has certified that the employee is unable to work*** *…*

Existing contract language in other collective agreements

The PSAC collective agreement with Canada Post has language ensuring pay and benefits to all injured/ill workers for the complete period approved by the provincial or territorial workers' compensation board. Similarly, the PSAC represents workers at the House of Commons in the Library Technician and Clerical and General Services, Library Sciences and Operational and Postal Workers groups at the House of Commons who have language in their collective agreements that does not give the Employer discretion to determine the term of injury-on-duty leave, but instead links it to the Worker's Compensation Authority claim decision.[112]

Our proposal is grounded in sound rationale and these federal sector collective agreements prove that our proposal is fair to injured workers and workable for the Employer. In light of these reasons, the Union respectfully asks the Board to include this proposal in its recommendations.

111 Federal Public Sector Labour Relations and Employment Board Decisions https://decisions.fpslreb-crtespf.gc.ca/fpslreb-crtespf/d/en/item/357499/index.do

112 IODL_2 EN.pdf

PSAC PROPOSAL

ARTICLE 44
PARENTAL LEAVE WITHOUT PAY

44.01 Parental Leave Without Pay

(a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to ***sixty-three (63)*** ~~thirty-seven (37)~~ consecutive weeks in the ***seventy-eight (78)*** ~~fifty-two (52)~~ week period 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 single period of up to ***sixty-three (63)*** ~~thirty-seven (37)~~ consecutive weeks in the ***seventy-eight (78)*** ~~fifty-two (52)~~ week period beginning on the day on which the child comes into the employee's care.

44.02 Parental Allowance

(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 44.02 (c) to (i), 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 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 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 parental allowance, in addition to the period of time referred to in section 42.02(a)(iii)(B), if applicable;~~

~~C. should he or she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with 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:~~

~~(allowance received) X (remaining period to be worked following his or her return to work) / [total period to be worked as specified in (B)]~~

~~however, an employee whose specified period of employment expired and who is rehired in any portion of the core public administration as specified in the Public Service Labour Relations Act or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency 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).~~

~~(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).~~

~~(c)~~ **(b)**

Parental 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 parental benefits, ninety-three percent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

(ii) for each week in respect of which the employee receives parental, adoption or paternity benefits under Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three percent (93%) of his or her weekly rate of pay 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 under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three percent (93%) of her weekly rate of pay for each week, less any other monies earned during this period;

(iv) where an employee has received the full ***sixty-one (61)*** ~~thirty-five (35)~~ weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, he/she is eligible to receive a further parental allowance for a period of one (1) week at ninety-three percent (93%) of his or her weekly rate of pay 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 42.02 (c)(iii) for the same child.

~~(d)~~ **(c)** At the employee's request, the payment referred to in subparagraph 44.02(***b***)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan parental benefits.

~~(e)~~ **(d)** The parental allowance to which an employee is entitled is limited to that provided in sub-clause 44.02 (***b***) 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 Parental Insurance Act* in Quebec.

~~(f)~~ **(e)** The weekly rate of pay referred to in paragraph (***b***) 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 paragraph 44.02 **(e)** (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)~~ **(f)** The weekly rate of pay referred to in sub-clause 44.02 (***e***) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.

~~(h)~~ **(g)** Notwithstanding sub-clause 44.02 (**f**), and subject to paragraph 44.02 (***e***)(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 the employee was being paid on that day.

~~(i)~~ **(h)** 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)~~ **(i)** Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

~~(k)~~ **(j)** The maximum combined, shared maternity and parental allowances payable under this collective agreement shall not exceed ~~fifty-two~~ ***seventy-eight*** (~~52~~ ***78***) weeks for each combined maternity and parental leave without pay.

44.03 Special Parental Allowance for Totally Disabled Employees

(a) An employee who:

(i) fails to satisfy the eligibility requirement specified in sub-clause 44.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits;

and

(ii) has satisfied all of the other eligibility criteria specified in sub-clause 44.02(a), other than those specified in sections (A) ~~and (B)~~ of paragraph 44.02(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance 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 via the *Government Employees Compensation Act.*

(b) An employee shall be paid an allowance under this clause and under clause 44.02 for a combined period of no more than the number of weeks while the employee would have been eligible for parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in paragraph 44.03 (a)(i).

RATIONALE

The new language mostly reflects changes to the EI parental benefits brought in the 2017 and 2018 federal budgets. With respect to Article 44.01 the Union has mostly deferred to the Employer's proposed language and we believe the parties are in agreement. The disagreement between the parties mostly pertains to the Union's proposal that the ninety-three per cent (93%) supplementary parental allowance shall apply for the entirety of the new extended parental leave without pay. To better understand the Union rationale for the suggested changes in Article 44.02, some additional context is useful. The 2017 and 2018 improvements to EI parental benefits affected the supplementary allowances included in the Collective Agreement. Under the new EI rules there are additional options for the parental leave:

- parents can choose to receive EI benefits over the current 35 weeks at the existing 55 per cent of their insurable earnings or;
- parents can opt to receive EI benefits over a 61-week period at 33 per cent of their insurable earnings.

In addition, parents are eligible to receive extra weeks of parental benefits when the leave is shared.

Parents need to select their option for EI parental benefits (standard or extended) at the time of applying for EI benefits. Under the current Collective Agreement, the maximum shared maternity and parental allowances payable is 52 weeks, which includes 35 weeks of parental allowance. However, the parental leave top-up provision continues to apply, and if employees elect to receive the lower replacement benefits over a 63-week period,

they remain entitled to the difference between EI parental benefits and 93 per cent of their weekly rate of pay for the first 35 weeks.[113] Moreover, under the current language, when an employee is on extended leave, the parental top-up allowance ceases at the end of the 35 weeks but employees are still entitled to receive 33 per cent EI parental benefits for the remainder of the extended parental leave without pay period.

During bargaining, the Employer tabled new language including a supplementary parental allowance that would allow for a top-up equal to 55.8 per cent of the employee's rate of pay for the duration of the extended parental leave. The Union rejected the Employer proposal for two specific reasons.[114]

First, most parents cannot afford to live with only 55.8 per cent of their income. This would be even more difficult for single parents and single-earner families. Under the Employer proposal, only families where at least one parent earning a high income might be able to take advantage of the extended parental leave options. Otherwise, without access to a proper supplementary allowance, most members of this bargaining unit would be facing a false option where they are expected to choose between the standard period or an extended period that is simply unaffordable. In summary, the payment of parental benefits over a longer period at a lower benefit rate disincentivizes use and is less likely to be found as a viable option to low-income or single-parent families.

Second, the Union is looking to negotiate improvements for our members, not concessions. As it currently stands, the Employer proposal would result in a net loss of salary for our members on extended parental leave. The Employer calculations are supposedly based upon a cost-neutral approach where the 93 per cent over 35 weeks is converted to 55.8 per cent over 61 weeks. However, our members are currently entitled to 33 per cent for the remaining 26 weeks of leave in addition to 93 per cent for the first

[113] PARENTAL LEAVE_1

[114] Employer Parental Leave Conciliation Package

35 weeks. Ultimately, the Employer proposal would be to the detriment of our membership when simply comparing it to status quo, as illustrated below (**Table 35**).

Table 35 Parental Allowance under the current collective agreement for an employee classified as a GT-02 (Step 5)

	Weekly Rate of Pay (maximum)	**Weekly 93% Rate of Pay**	**Weekly EI Benefit**	**Weekly Employer SUB Cost**	**EE Total Remun-eration**
First 35 weeks	$1,084	$1,000	$358	$650	$1,000
Next 26 weeks	$1,084		$358		$358

	Salary	**Weeks**	**EI Overall Payments Received by EE**	**ER Overall SUB Cost**	**EE Total Remun-eration**
First 35 weeks	93%	35	$12,522	$22,767	$35,289
Next 26 weeks	33%	26	$9,302		$9,302
Total		61	$21,824	$22,767	**$44,591**

61 weeks of full pay for an employee classified as a GT-02 would equal $66,133, therefore, as illustrated by the table above, the existing arrangement is worth 67.4 per cent of a GT-02's salary over the same period. A supplementary allowance below 67.4 per cent of a GT-02 weekly salary would result in cost savings for the Employer but conversely in a significant monetary concession for our members. If the Union were to agree to the Employer proposal of a 55.8 per cent allowance, by using the above example, an employee classified as a GT-02 would see overall compensation reduced by approximately $7,688 over a 61-week period (**Table 36**).

Table 36 Weekly extended parental allowance under the employer proposal for an employee classified as a GT-02

	Weekly Rate of Pay (maximum)	Weekly 33% EI Benefit	Employer SUB	Weekly Employer SUB Cost	EE Weekly Remun-eration
61 weeks	$1084	$357	22.8%	$247	$604

	Salary	Weeks	Employer Overall SUB Cost	EE Overall Remun-eration	EE Overall Loss
61 weeks	**55.8%**	61	**$15,078**	**$36,902**	**-$7,688**

Contrary to the Employer proposal, PSAC is looking to negotiate improvements to the parental leave provision for our members. During bargaining, the Employer response was that the CFIA/Treasury Board is inclined to mirror the changes in the legislation but is not willing to set a new precedent. The changes implemented by the government fell short and did not increase the actual value of employment insurance benefits for employees who take the extended parental leave. Instead, the government is spreading 12 months' worth of benefits over 18 months. Nevertheless, the federal public service is in a unique position to bring about positive changes. With close to 288,000 employees in 2019,[115] the Federal Government is by far the biggest employer in the country and as such, its ramifications on the Canadian economy, the middle class and the evolution of labour standards and social benefits cannot be denied.

A recent study of the federal public service's influence on the Canadian economy found that federal public service jobs have a meaningful impact on our society. One of the key conclusions of the study was on the contribution of the federal public service to eliminating gender inequality and helping close the employment gap between men and

[115] Population of the Federal Public Service Population of the public service EN;

Effectif de la fonction publique fédérale

women.[116] In a statement, former Status of Women Minister Maryam Monsef highlighted the main objectives of the changes to the EI parental benefits: "*Encouraging all parents to be engaged in full-time caregiving for their infants will help to create greater financial security for women and stronger bonds between parents and their babies*."[117] Then again, there is still room for improvement as, in comparison to other OECD countries, Canada's paid parental leave places us in the middle in terms of paid time parents have away from work.[118]

The extended leave at 55.8 per cent of income for parents is also not an adequate substitute for a high quality, accessible child care system. In its 2016 reform proposal on maternity and parental EI benefits, the Child Care Association of Canada (CCAC) explained that the extended parental leave coverage would be attractive for parents because affordable child care for children under 18 months is very limited. The Canadian Centre for Policy Alternatives' (CCPA) 2014 study of Child Care fees in Canada's large cities also echoed a similar conclusion. They report that ''*infant spaces (under 1.5 years) are the hardest to find and the most expensive. The number licensed spaces for infants is the lowest of the three age categories.*''.

Many parents who choose an extended leave do so because they cannot find childcare space nor afford to put their infant in child care if they were to return to work after 12 months. CCPA's report finds that the high cost of providing infant care means that many centres are unable to sustain it while many families cannot afford full-infant fees'' and that parents working in large cities such as Toronto are faced with a median full-day infant child care fees of $1,676 a month.

[116] The Public Services: an important driver of Canada's Economy, Institut de Recherche d'Informations Socioéconomiques (IRIS), September 2019 IRIS_1

[117] 'Use-it-or-lose-it' extended parental leave coming in 2019, CTV News, September 26, 2018 PARENTAL LEAVE_1

[118] Length of maternity leave, parental leave, and paid father-specific leave, OECD, https://stats.oecd.org/index.aspx?queryid=54760

Once again, the Union's objective is to extend the current 12 months of maternity and parental leave top up to the full 18-month period. A 93 percent income replacement rate of combined EI benefits and top-up payments is assumed to equal the usual full salary, due to tax and other advantages. Employers are meant to gain from this program since employees are enticed to return to the same employer, which helps retain experienced employees and reduce retraining or new hiring. Indeed, the Union would submit that our proposal for a supplementary allowance is not only beneficial to our members but would also help the Employer retain qualified and experienced employees. Statistics Canada's study of employer "top-ups'' concluded that, in the case of maternity and parental leaves, "*almost all women with top-ups return to work and to the same employer.*"[119] The Union submits that parental leave income replacement should be seen as a competitive factor which helps them attract and retain employees.

For all the reasons above, the Union respectfully requests that the Commission include the Union's proposals for Article 44 in its recommendations.

[119] Employer Top-ups Statistics Canada (EN)

Statistiques Canada, Prestations complémentaires versées par l'employeur (FR)

PSAC PROPOSAL

ARTICLE 45
LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

The union revises original proposal as per the following:

45.01 Both parties recognize the importance of access to leave for the purpose of care for family.

45.02 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 and the Canadian Food Inspection Agency;

(d) leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

~~(e) Compassionate Care Leave~~

(i) Notwithstanding the definition of “family” found in clause 2.01 and notwithstanding paragraphs 45.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.

(ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in

receipt of or awaiting Employment Insurance Compassionate Care Benefits.

(iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance Compassionate Care Benefits has been accepted.

(iv) When an employee is notified that their request for Employment Insurance Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.

45.03 An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

45.04 All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of previous collective agreements between the Canadian Food Inspection Agency and the Public Service Alliance of Canada or other agreements will not count towards the calculation of the maximum amount of time allowed for Care of Family during an employee's total period of employment in the Canadian Food Inspection Agency and in the Public Service.

XX NEW – *COMPASSIONATE CARE AND CAREGIVING LEAVE*

XX.01 ~~Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraphs 45.02(b) and (d) above, an~~ ***An*** employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance Compassionate Care Benefits, ***Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults*** may be granted leave ~~for periods of less than three (3) weeks~~ ***without pay*** while in receipt of or awaiting these benefits.

XX.02 The leave without pay described in XX.01 shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.

~~Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance Compassionate Care Benefits.~~

XX.03 When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance Compassionate Care Benefits ***Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults*** has been accepted.

XX.04 When an employee is notified that their request for Employment Insurance Compassionate Care Benefits ***Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults*** has been denied, ~~paragraphs (i) and (ii)~~ ***clause XX.01*** above cease to apply.

NEW

XX.05 Leave granted under this clause shall be counted 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 be counted for pay increment purposes.

XX.06 Where an employee is subject to a waiting period before receiving Employment Insurance Compassionate Care benefits or Family Caregiver Benefits for Children or Adults he or she shall receive an allowance of ninety-three per cent (93%) of his or her weekly rate of pay.

XX.07 Where an employee receives Compassionate Care benefits or Family Caregiver benefits for children or adults under the Employment Insurance Plan, he or she shall receive the difference between ninety-three per cent (93%) of his or her weekly rate and the Employment Insurance benefits for a maximum period of (7) seven weeks.

RATIONALE

The Union believes that both parties are mostly in agreement for the majority of the changes in this article. Most amendments consist of housekeeping changes brought about by the 2016 Review of the EI system.[120]

Where the Union and the Employer are not in agreement is on the need for a supplementary allowance for workers in receipt of or awaiting Employment Insurance (EI)

[120] Employment Insurance –Recent Improvements & Overview, Employment & Social Development Canada, https://www.canada.ca/en/employment-social-development/programs/results/employment-insurance.html

benefits for Compassionate Care Benefits or Family Caregiver Benefits. In clauses XX.06 and XX.07, the Union proposes an allowance for the difference between EI benefits and 93 per cent of the employee's weekly rate of pay. This supplementary allowance would cover a maximum period of eight weeks when including the waiting period.

Providing care or support to a loved one who is experiencing a terminal illness, life-threatening injury or approaching end of life can be a very difficult experience. Having the proper support from your employer can make a tremendous difference in easing those difficulties. Even if a worker is eligible to receive EI benefits, caring for a gravely ill family member can jeopardize an individual's or a family's financial stability. Having to choose between a living wage and caring for their family member may act as a deterrent to the employee accessing such leave, especially for a family or household consisting of a single-income earner. According to the latest data available, more than three million families in Canada identify as a single-income earner or lone-parent earner and the number of these families has grown by more than 64,000 between 2015 and 2017[121]. Moreover, remaining at work for financial reasons instead of taking care of a loved one is a difficult decision that could have a serious impact on an employee's mental health. This proposal is about support for the workers when they need it most.

The federal Supplemental Unemployment Benefit (SUB) Program was introduced in 1956 with the goal of subsidizing employees with Employment Insurance (EI) benefits while they are temporarily on a leave without pay. With EI replacing only 55 per cent of previous earnings, a SUB payment helps to further reduce the net loss of earnings. As discussed in the previous section, employers and employees are meant to gain from this type of program.

The Union's proposal for a supplementary allowance is also predicated upon what has already been established elsewhere within the federal public administration. In a recent

[121] Statistics Canada, Table: 11-10-0028-01 (formerly CANSIM 111-0020), Single-earner and dual-earner census families by number of children, https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1110002801

settlement, the PSAC and the National Battlefields Commission, a federal agency under the *Financial Administration Act*, have agreed on an even more extensive supplementary allowance of 26 weeks for employees who are granted a leave without pay for compassionate care and caregiver leave.[122]

For all the reasons above, the Union respectfully requests that the Commission include the Union's proposals for this Article in its recommendation.

[122] Compassionate Care Leave

PSAC PROPOSAL

ARTICLE 63
PAY ADMINISTRATION

63.01 Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

63.02 An employee is entitled to be paid ***bi-weekly*****,** for services rendered at:

(a) the pay specified in Appendix "A", for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment;

or

(b) the pay specified in Appendix "A", for the classification prescribed in the employee's certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

Should the employer fail to pay the employee as prescribed in (a) or (b) above on the specified pay date, the employer shall, in addition to the pay, award the employee the Bank of Canada daily compounded interest rate until the entirety of the employee pay issues have been resolved.

The Employer shall also reimburse the employee for all interest charges or any other financial penalties or losses or administrative fees accrued as a result of improper pay calculations or deductions, or any contravention of a pay obligation defined in this collective agreement.

NEW – Deduction Rules for Overpayments

Where an employee, through no fault of his or her own, has been overpaid in excess of fifty dollars ($50), the Employer is prohibited from making any unilateral or unauthorized deductions from an employee's pay and:

a) no repayment shall begin until all the employee pay issues have been resolved;

b) repayment shall be calculated using the net amount of overpayment;

c) the repayment schedule shall not exceed ten percent (10%) of the employee's net pay each pay period until the entire amount is recovered. An employee may opt into a repayment schedule above ten percent (10%);

d) in determining the repayment schedule, the employer shall take into consideration any admission of hardship created by the repayment schedule on the employee.

NEW – Emergency Salary or Benefit Advances

On request, an employee shall be entitled to receive emergency salary, benefit advance and/or priority payment from the Employer when, due to no fault of the employee, the employee has been under paid as a result of improper pay calculations or deductions, or as a result of any contravention of any pay obligation defined in this agreement by the Employer. The emergency advance and/or priority payment shall be equivalent to the amount owed to the employee at the time of request and shall be distributed to the employee within two (2) days of the request. The receipt of an advance shall not place the employee in an overpayment situation. The employee shall be entitled to receive emergency advances as required until the entirety of the pay issue has been resolved.

No repayment shall begin until the all the employee pay issues have been resolved and:

(a) repayment schedule shall not exceed ten percent (10%) of the employee's net pay each pay period until the entire amount is recovered. An employee may opt into a repayment schedule above ten percent (10%);

(b) in determining the repayment schedule, the employer shall take into consideration any admission of hardship created by the repayment schedule on the employee.

NEW – Accountant and Financial Management Counselling

The Employer shall reimburse an employee all fees associated with the use of accounting and/or financial management services by an employee if the use of these services is required as a result of improper pay calculations and disbursements made by the Employer.

63.03

(a) The rates of pay set forth in Appendix "A" shall become effective on the dates specified.

(b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply: 74

(i) "retroactive period" for the purpose of paragraphs (ii) to (v) below means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this Agreement is signed or when an arbitral award is rendered therefore;

(ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees

who were employees in the group identified in Article 8 of this Agreement during the retroactive period;

(iii) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;

(iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with paragraph 63.03(b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;

(v) no payment or no notification shall be made pursuant to sub-clause 63.03(b) for one dollar or less.

63.04 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

63.05 This Article is subject to the Memorandum of Understanding signed by the Treasury Board and the Union dated February 9,1982 in respect of red-circled employees.

63.06 If, during the term of this Agreement, a new classification standard for a group is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

63.07 ~~Sub-clause 63.07(a) does not apply to employees covered by sub-clause 63.07(b).~~

(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 ~~two (2)~~ **one (1)** ~~consecutive~~ working day~~s~~ or shift~~s~~, 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.

~~Sub-clause 63.07(b) applies only to employees at the EG-02 and EG-03 levels performing inspection duties and for GL and GS employees.~~

~~(b) 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 one (1) day or one (1) shift, employees in the classification groups GL, GS and employees in the EG-02 and EG-03 levels who perform inspection duties in their substantive position 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.~~

~~(c)~~ **(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.

NEW

63.X1

(a) An employee who is required to act at a higher level shall receive an increment at the higher level after having reached fifty-two (52) weeks of cumulative service at the same level.

(b) For the purpose of defining when employee will be entitled to go to the next salary increment of the acting position, "cumulative" means all periods of acting at the same level.

63.X2 Any NJC allowances an employee is in receipt of when the employee commences to act in a higher classification shall be maintained without interruption during the period the employee is acting.

EMPLOYER PROPOSAL

63.07 Sub-clause 63.07(a) does not apply to employees covered by sub-clause 63.07(b).

(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 ***five (5)*** ~~two (2)~~ 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.

- Sub-clause 63.07(b) applies only to employees at the EG-02 and EG-03 levels performing inspection duties and for GL and GS employees.

(b) 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)*** ~~one (1)~~ day***s*** or ***three (3)*** ~~one (1)~~ shift***s***, employees in the classification groups GL, GS and employees in the EG-02 and EG-03 levels who perform inspection duties in their substantive position 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.

~~(c) 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.~~

RATIONALE

Under Article 63.02 the Union proposes to include new language which would pay interest at the Bank of Canada overnight rate to an employee for the entirety of the time that their pay issues have not been resolved. As many as one in three PSAC members affected by Phoenix has incurred out-of-pocket expenses as a result of the debacle that is the faulty pay system introduced by the Employer. Several employees have experienced severe personal or financial hardship due to Phoenix. As per the 2019 Public Service Employee Survey Results, 74 per cent of public service workers have been affected to some extent by issues with the Phoenix pay system.[123]

As with many other overdue payments, the Union suggests that a daily compounded interest rate is a sensible outcome for employees being without pay. Employees may have missed opportunities to earn interest either in their savings accounts or other on investments and should not be further penalized. It is worth mentioning that following the signature of the last collective agreement on July 16, 2018, the Employer required more than two years to accurately pay retroactivity and fully implement the new rates of pay.

[123] Treasury Board of Canada Secretariat, 2019 Public Service Employee Survey: https://www.canada.ca/en/treasury-board-secretariat/services/innovation/public-service-employee-survey/2019-public-service-employee-survey-pses/highlights-2019-pses.html

Faits saillants : Sondage auprès des fonctionnaires fédéraux de 2019

https://www.canada.ca/fr/secretariat-conseil-tresor/services/innovation/sondage-fonctionnaires-federaux/sondage-fonctionnaires-federaux-2019-sff/faits-saillants-saff-2019.html

Additionally, the Union proposes to protect employees against accruing financial penalties or losses as a result of improper pay calculations. When the Phoenix fiasco began, one of the Union's first actions was to secure from the Employer a claims process for expenses incurred because of inaccurate pay. Treasury Board has since provided a list of expenses that are eligible to claim.[124] These include:

- Non-sufficient funds (NSF) and other financial penalty charges resulting from missed or late payments on mortgage payments, condo fees, rent, personal loan payments (car, student, other), household utilities, groceries, or other household expenses;
- Interest charges from credit cards, lines of credit, and/or personal loans used by employees to temporarily pay mortgage payments, condo fees, rent, personal loan payments (car, student, other), household utilities, groceries, or other household expenses;
- Interest and related fees on loans or lines of credit required for the repayment of source deductions on an overpayment (that is, the difference between the gross and net payment);
- Reimbursement of increased income taxes that will not be reversed or offset from amendments to the employee's current, previous or future income tax returns;
- Fees for early withdrawal of investments and withdrawals from savings accounts;
- Fees and related charges from tax advisory providers to amend a previously filed income tax return following the issuance of amended tax slips.

As demonstrated by the list above, the Employer is willing to ensure that employees do not suffer financial losses because of Phoenix. However, the Union believes that this

[124] Treasury Board of Canada Secretariat, Claims for expenses and financial losses due Phoenix: claim out-of-pocket expenses: https://www.canada.ca/en/treasury-board-secretariat/services/pay/submit-claim-pocket-expenses-phoenix.html

Réclamer des dépenses engagées et des pertes financières subies à cause de Phénix : dépenses personnelles

https://www.canada.ca/fr/secretariat-conseil-tresor/services/remuneration/presenter-demande-depenses-personnelles-phenix.html

should not only apply to Phoenix-related issues, but also to any future payment delays. It is still unclear what will happen with the pay system in the future but regardless of the circumstances, the Union submits that penalties for late payments should be enshrined in the Collective Agreement. No employee should suffer financial penalties or losses because of the Employer issuing improper pay.

Furthermore, the Union is proposing new language on deduction rules for overpayments as well as language on emergency salary or benefit advances. Following the Phoenix debacle, the Union staunchly advocated for more flexibility in the recovery system and on March 9, 2018, Treasury Board released an information bulletin explaining that changes have been made to the directives concerning recoveries, including emergency salary advances and priority pay. Following these new directives, when overpayments are discovered, recovery shall not begin until the following criteria have been met.[125]

- All monies owed to the employee has been paid out.
- The employee experiences three stable pay periods.
- A reasonable repayment plan has been agreed to by the employee.

Under the Employer's former policy, employees were responsible for repaying the gross amount for any overpayment that was not reconciled in the same calendar year. However, this created extensive problems since the employee obviously only received the net amount on the paycheque. The Employer's position was that an employee was expected to receive the difference between the net amount and gross amount in her tax return. The Employer's former policy created a substantial financial burden that has resulted in years of tax return problems for thousands of workers. Moreover, as per the Employer's existing directives at the time, most departments instructed the Pay Centre to recover emergency salary advances or priority pay from the employee's next pay cheque. This resulted in

[125] Pay Administration_Criteria

many employees being caught in a cycle of needing to access emergency pay time and time again because pay problems were often not resolved by their next pay cheque.

Including the Union's proposal in the Collective Agreement would simply protect the reasonable process that is currently in place for repayment procedures. It would ensure that the burden of calculating an overpayment and repaying it immediately would not be foisted on employees anymore.

Finally, the Union proposes language to help alleviate some of the tax-related financial losses caused by Phoenix pay problems. Currently public service workers impacted by Phoenix can reach out to tax experts to help determine if there are errors on their T4s and determine whether there are tax implications for those errors. Members can be reimbursed for this tax advice up to $200 per year.[126] The Union proposes that if these services are required as a result of improper pay calculations, all fees associated with the use of accounting and/or financial management services shall be reimbursed by the Employer.

The Employer may argue there is no need for any these new provisions because they are already in place. If so, the Union would suggest that CFIA/Treasury Board should not have any objections about including these new provisions in the Collective Agreement. Having tangible language in the Collective Agreement is essential because provisions in the agreement are enforceable and can be shielded from changes in government. If both parties are committed to solving the Employer pay administration issues, then we would suggest that there is no better way than making that commitment as part of the collective bargaining process. Moreover, the Collective Agreement is an information tool for our members, and it provides guidance to employees in obtaining information on their rights.

[126]Claim expenses and financial losses due to Phoenix: reimbursement for tax advice

https://www.canada.ca/en/treasury-board-secretariat/services/pay/submit-claim-fees-tax-advisory-services.html

Réclamer des dépenses engagées et pertes financières subies à cause de Phénix : remboursement de frais pour des conseils fiscaux https://www.canada.ca/fr/secretariat-conseil-tresor/services/remuneration/presenter-reclamation-services-conseils-fiscaux.html

Obligations from the Employer that are reflected in the Collective Agreement are usually accessed at a greater rate than those ensconced in the Employer policies or directives.

Acting Pay

Concerning the Union proposals in Articles 63.X1 and 63.X2, time spent by employees in acting assignments currently does not count towards an increment in that position. There are many cases of employees deployed to acting positions for considerable periods of time. An employee acting continually will progress up their pay scale. However as soon as there is a break in that acting period, they must restart the acting assignment at a lower step on the pay grid, The Union is proposing language that would make sure that all time spent in an acting position counts towards an increment in that position. In theory, increments are meant to reward an employee as he learns the job and is better able to perform the work in that position. If an employee is acting in a higher position for a prolonged period of time, this should be recognized by providing a mechanism for the employee to move up the pay grid in that position. Additionally, this proposal is virtually identical to what the PSAC negotiated with the Canada Revenue Agency.[127] The Union sees no reason as to why this arrangement should be in place for PSAC members working at CRA and not for those working in the core public administration

With respect to Article 63.07, the current language states that an employee only receives acting pay after working in an acting assignment for three or more days or shifts. What this has meant in practice is that an employee may work for two days in an acting assignment, taking on the responsibilities associated with the position, and not receive any additional compensation for it. Indeed, the employee would not receive compensation commensurate with the job being undertaken on behalf of the Employer.

[127] CRA Acting Pay CA

Article 63.02 of the parties' current agreement states that:

An employee is entitled to be paid for services rendered at:

> *(a) the pay specified in Appendix A for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment;*
>
> *or*
>
> *(b) the pay specified in Appendix A for the classification prescribed in the employee's certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.*

The Union submits that the three-day threshold contained in the current Article 63.07 is inconsistent with the current Article 63.02, in that an employee working in an acting assignment under the current language for two days is not being "paid for services rendered". The Union's proposal would rectify this inconsistency and ensure that employees asked to perform duties in a higher classification are paid accordingly.

What the Union is proposing for the Phoenix-related portions of Article 63 is mostly consistent with measures that have been agreed by Treasury Board. The additional portions on acting pay are modest and reasonable changes to how employees are paid for acting at a higher level. As such, the Union respectfully requests that its proposals for Article 63 be included in the Commission's recommendations.

<u>Employer Proposal</u>

The Employer's proposal is to increase the quantum for acting pay in Clauses 63.07 (a) and (b) from the current two (2) days and one (1) day to five (5) days and three (3) respectively is counter productive and flies in the face of current trends with respect to this entitlement.

As such, the Union respectfully requests that the Employer proposals for Article 63 not be included in the Commission's recommendations.

PSAC PROPOSAL

ARTICLE 66
DURATION

66.01 The duration of this Collective Agreement shall be from the date it is signed to December 31, ***2021***

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

EMPLOYER PROPOSAL

66.01 The duration of this Collective Agreement shall be from the date it is signed to December 31, ~~2018~~ **2022**.

RATIONALE

The Union proposes a three-year agreement while the Employer is proposing one that lasts for four years. The length of collective agreements negotiated between the parties has tended to be either three or four years. Due to the significant number of issues that arise for groups as large and diverse as the PSAC bargaining units, there is value in negotiating on a more frequent basis to deal with the workplace issues that arise throughout the life of the agreement.

PSAC PROPOSAL

APPENDIX "B"
CANADIAN FOOD INSPECTION AGENCY
EMPLOYMENT TRANSITION POLICY

The union revises original proposal by reducing Education Allowance amount from $20,000 to $17,000, as per below:

General

Application

This Appendix applies to all indeterminate employees represented by the Public Service of Alliance of Canada for whom the Canadian Food Inspection Agency (hereinafter known as the Agency) is the Employer.

Collective Agreement

This Appendix is deemed to form part of all the collective agreements between the parties and employees are to be afforded ready access to it.

Notwithstanding Article 22 (Job Security) of the collective agreement, in the event of conflict between the present Employment Transition Appendix and that Article, the present Employment Transition Policy will take precedence.

Effective Date

This Appendix is effective on the date of signing.

Policy

It is the policy of the Canadian Food Inspection Agency to maximize employment opportunities for indeterminate employees facing employment transition 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.

Reasons for the occurrence of employment transition situations include, but are not limited to, expenditure constraints, new legislation, program changes, reorganization, technological change, productivity improvement, elimination or reduction of programs or

operations in one or more locations, relocation, and, decentralization. These situations may result in a lack of work or discontinuance of function.

Indeterminate employees whose services will no longer be required because of an employment transition situation and for whom the President knows or can predict employment availability will receive a guarantee of a reasonable job offer within the Agency. Those employees for whom the President cannot provide the guarantee will have access to the transitional employment options as per Part VI of this Appendix.

In the case of surplus employees for whom the President cannot provide the guarantee of a reasonable job offer within the CFIA, the Agency is committed to assist these employees in finding alternative employment in the public service (Schedule I and IV of the *Financial Administration Act* (FAA)) ~~through active marketing, where applicable and within legislative restrictions~~.

Definitions

Accelerated lay-off (*mise en disponibilité* accélérée) – occurs when a surplus employee makes a request to the President, in writing, to be laid off at an earlier date than that originally scheduled, and the President concurs. Lay-off entitlements begin on the actual date of lay-off.

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 an employment transition situation ***or an employee affected by a relocation.***

Agency (*Agence*) – means the Canadian Food Inspection Agency as defined in Schedule V of the *Financial Administration Act* and the several positions in or under the jurisdiction of the Canadian Food Inspection Agency for which the Agency has the sole authority to appoint.

Alternation (*échange de postes*) – occurs when an opting employee, ~~not a surplus employee~~ ***or an employee with a twelve-month surplus priority period*** who wishes to remain in the Agency ***or in the core public administration*** exchanges positions with a non-affected employee (the alternate) willing to leave the Agency ***or core public administration*** with a Transition Support Measure or with an Education Allowance.

Education Allowance (*indemnité d'étude**s***) – is one of the options provided to an indeterminate employee affected by a normal employment transition situation for whom the President cannot guarantee a reasonable job offer. The Education Allowance is a payment, equivalent to the Transitional Support Measure (see Annex A), plus a reimbursement of tuition from a recognized learning institution, book and relevant

equipment costs, up to a maximum of ~~fifteen thousand dollars ($15,000.00)~~ ***~~twenty thousand dollars ($20,000)~~ seventeen thousand dollars ($17,000).***

Employment Transition (*transition en matière d'emploi*) – is a situation that occurs when the President 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 or the discontinuance of a function within the Agency. Such situations may arise for reasons including but not limited to those identified in the Policy section above.

Guarantee of a reasonable job offer (*garantie d'une offre d'emploi raisonnable*) – is a guarantee of an offer of indeterminate employment within the Agency ***or in the core public administration*** provided by the President to an indeterminate employee who is affected by an employment transition situation. The President will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability within the Agency ***or 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.~~

Laid-off person (*personne mise en disponibilité*) – is a person who has been laid off pursuant to section 13 of the *Canadian Food Inspection Agency Act* and who still retains a re-appointment priority in accordance with staffing and other related policies of the Canadian Food Inspection Agency.

Lay-off notice (*avis de mise en disponibilité*) – is a written notice of lay-off to be given to a surplus employee at least one month before the scheduled lay-off date. This notice period is included in the surplus period.

Lay-off priority (*priorité de mise en disponibilité*) – a person who has been laid off is entitled to a priority for appointment to a position in the Agency for which, in the opinion of the President, he or she is qualified. An appointment of an employee with this priority is excluded from the Agency Staffing Complaint Policy. This priority is accorded for one (1) year following the lay-off date.

Opting employee *(employé-e optant)* – is an indeterminate employee whose services will no longer be required as a result of an employment transition situation and who has not received a guarantee of a reasonable job offer from the President and who has one hundred and twenty (120) days to consider the Options contained in part 6.4 of this Appendix.

Pay (*rémunération*) – has the same meaning as "rate of pay" in the employee's collective agreement.

President (*président-e*) – has the same meaning as in the definition of "President" set out in section 6 of the *Canadian Food Inspection Agency Act,* and also means his or her official designate.

Priority administration system (*système d'administration des priorités*) – is a system designed by the Agency to facilitate appointments of individuals entitled to priority status as a result of this Appendix or other staffing and related policies of the Canadian Food Inspection Agency.

Reasonable job offer (*offre d'emploi raisonnable*) – is an offer of indeterminate employment within the Agency ***or the core public administration***, normally at an equivalent level but could include 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 National Joint Council Travel Directive. A reasonable job offer is also an offer from a FAA Schedule I, IV or 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.

Re-instatement priority (*priorité de réintégration*) – is an appointment priority accorded to certain individuals salary-protected under this Appendix for the purpose of assisting such persons to re-attain an appointment level equivalent to that from which they were declared surplus. An appointment of an employee with this priority is excluded from the Agency Staffing Complaint Policy.

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, beyond what, according to local custom, is a normal commuting distance.

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 beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence.

Retraining (*recyclage*) – is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the Agency.

Surplus employee *(employé-e excédentaire*) – is an indeterminate employee who has been provided a formal written notice by the President declaring him or her surplus.

Surplus priority (*priorité d'employé-e excédentaire*) – is a priority for an appointment accorded to surplus employees to permit them to be appointed to other positions in the Agency. An appointment of an employee with this priority is excluded from the Agency Staffing Complaint Policy.

Surplus status (*statut d'employé-e excédentaire*) - an indeterminate employee is in surplus status from the date he or she is declared surplus until the date of lay-off, until he or she is indeterminately appointed to another position, until his or her surplus status is rescinded, or until the employee resigns.

Transition Support Measure (*mesure de soutien à la transition*) – is one of three options provided to an opting employee for whom the President cannot guarantee a reasonable job offer. The Transition Support Measure is a payment based on the opting employee's years of service in the Agency, as per Annex A. Years of service is the combined years of service in the Public Service immediately prior to appointment to the Agency plus years of service with the Agency.

Twelve-month surplus priority period in which to secure a reasonable job offer (~~P~~*priority d'employé-e excédentaire d'une durée de douze mois pour trouver une offre d'emploi raisonnable*) – is one of three options provided to an opting employee for whom the President cannot guarantee a reasonable job offer.

Enquiries

Enquiries about this Appendix should be referred to the employee's bargaining agent, or to the Human Resource Advisor serving the employee's work site. Human Resource Advisors serving the employee's work site may, in turn, direct questions regarding the application of this Appendix to the Collective Bargaining & Labour Relations Directorate of the Human Resources Branch of the Agency.

Enquiries by employees pertaining to entitlements to a priority for appointment or to their status in relation to the priority appointment process should be directed to the Human Resource Advisor serving the employee's work site.

Part I

Roles and responsibilities

1.1 Agency

1.1.1 Since indeterminate employees who are affected by employment transition situations are not themselves responsible for such situations, it is the responsibility of the Agency to ensure that they are treated equitably and, wherever possible, given every reasonable opportunity to continue their careers as Agency employees.

1.1.2 The Agency shall carry out effective human resource planning to minimize the impact of employment transition situations on indeterminate employees and on the Agency.

1.1.3 The Agency shall establish joint Union/Management employment transition committees, where appropriate, to advise and consult on employment transition situations within the Agency. Terms of reference of such committees shall include a process for addressing alternation requests.

1.1.4 The Agency shall co-operate to the extent possible with other employers in its efforts to market surplus employees and laid-off persons.

1.1.5 The Agency shall establish systems to facilitate appointment of the Agency's affected employees, surplus employees, and laid-off persons.

1.1.6 When the President determines that the services of an employee are no longer required beyond a specified date due to an employment transition, the President shall provide the employee with a written notification to that effect. Such a communication shall also indicate if the employee:

(a) is being provided a guarantee of a reasonable job offer from the President and that the employee will be in surplus status for that date on; or

(b) is an opting employee and has access to the Options provided in section 6.4 of this Appendix as the employee is not in receipt of a guarantee of a reasonable job offer from the President.

Where applicable, written communication should also provide information relating to the employee’s possible lay-off date.

NEW 1.1.7 (renumber current 1.1.7 ongoing)

1.1.7 When the President determines that the indeterminate appointment of a term employee would result in an Employment Transition situation, the President shall communicate this to the employee within thirty (30) days of having made the decision, and to the union in accordance with the notification provisions in 2.1.5.

The President shall review the impact of Employment Transition on no less than an annual basis to determine whether the conversion of term employees will no longer result in an Employment Transition situation for indeterminate employees. If it will not, the suspension of the roll-over provisions shall be ended.

If an employee is still employed with the Agency more than three (3) years after the calculation of the cumulative working period for the purposes of converting an employee to indeterminate status is suspended the employee shall be made indeterminate or be subject to the obligations of the Employment Transition Policy appendix as if they were.

1.1.7 The President will be expected to provide a guarantee of a reasonable job offer to those employees subject to an employment transition situation for whom they know or can predict employment availability within the Agency.

1.1.8 Where the President cannot provide a guarantee of a reasonable job offer, the President will provide one hundred and twenty (120) days to opting employees to consider the three (3) Options outlined in Part VI of this Appendix before a decision is required of them. If the opting employee fails to select an option no later than the one hundred and twentieth (120th) day, the employee will be deemed to have selected Option (a); that is, the twelve-month surplus priority period in which to secure a reasonable job offer.

NEW 1.1.9 (renumber current 1.1.9 ongoing)

1.1.9

a) 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 years of service.

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, at the Agency or the Core Public Administration, 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~~ outside the 40km limit.

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 sixteen (16) kilometres from his or her work location shall have access to the options contained in section 6.4 of this Appendix.

1.1.9 The President shall make a determination to either provide a guarantee of a reasonable job offer or access to the Options set out in 6.4 of this Appendix, upon request of any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

1.1.10 The Agency shall advise and consult with the bargaining agent representatives as completely as possible regarding any employment transition situation as soon as possible after the decision has been made and throughout the process. The Agency will make available to the bargaining agent the name and work location of affected employees.

1.1.11 A recommendation will be provided to the President when an employee is not considered suitable for appointment. The Agency shall advise the employee and his or her bargaining agent of that recommendation. The Agency shall provide to the employee a copy of the written recommendation provided to the President, indicating the reasons for the recommendation together with any enclosures. The Agency shall also advise the employee that he or she may make oral or written submissions about the matter to the President prior to a decision being taken. Where the President does not accept the recommendation, he or she shall provide the surplus period required under this Appendix, beginning on the date the employee is advised of the decision.

1.1.12 The President shall decide whether employees are suitable for appointment. Where the President decides that an employee is not suitable, he or she shall advise the employee and his or her representative of the decision as to whether the employee is entitled to a surplus and lay-off priority. The President shall also inform the bargaining agent of this decision.

1.1.13 The Agency shall provide an employee with a copy of this Appendix simultaneous with the official notification to an employee to whom this Appendix applies that he or she has become subject to an employment transition situation.

1.1.14 The Agency is responsible for counseling and advising their affected employees on their opportunities of finding continuing employment within the Agency.

1.1.15 The Agency shall apply this Appendix so as to keep actual involuntary lay-offs to a minimum.

1.1.16 Appointment of surplus employees to alternative positions, whether with or without retraining, shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. The Agency shall avoid appointment to a lower level except where all other avenues have been exhausted.

1.1.17 The Agency shall appoint as many of their own surplus employees or laid-off persons as possible, or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

1.1.18 Relocation of surplus employees or laid-off persons shall be undertaken to enable their appointment to an alternate position, providing that:

(a) there are no available priority persons who are 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.

1.1.19 The cost of travelling to interviews for possible appointments within the Agency and of relocation to a new location shall be borne by the Agency. Such costs shall be consistent with the National Joint Council Travel and Relocation – IRP Directives, as amended from time to time.

1.1.20 For the purposes of the National Joint Council Relocation - IRP Directive, surplus employees and laid-off persons who relocate under this Appendix shall be deemed to be employees on employer-requested relocations. The general rule on minimum distances for relocation applies.

1.1.21 For the purposes of the National Joint Council Travel Directive, laid-off persons travelling to interviews for possible appointment within the Agency are deemed to be “other persons travelling on Agency business”.

1.1.22 The Agency shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this Appendix.

1.1.23 The Agency shall review the use of private temporary personnel, and their use of contracted out services, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, the Agency shall not engage or re-engage such temporary personnel nor renew the employment of such employees referred to above where such action would facilitate the appointment of surplus employees or laid-off persons.

1.1.24 Nothing in this Appendix shall restrict the employer's right to engage or appoint persons to meet short-term, non-recurring requirements.

1.1.25 The President may authorize the accelerated lay-off of an employee at a date earlier than originally scheduled when a surplus employee makes such a request in writing.

1.1.26 The Agency shall provide surplus employees with a lay-off notice at least one (1) month before the proposed lay-off date, if appointment efforts have been unsuccessful. A copy of this notice shall be provided to the National President of the Public Service Alliance of Canada.

1.1.27 When a surplus employee refuses a reasonable job offer, he or she shall be subject to lay-off one (1) month following the refusal, but not before six (6) months after the surplus declaration date.

1.1.28 The Agency will presume that each employee wishes to be appointed to an alternative position unless the employee indicates the contrary in writing.

1.1.29 The Agency shall inform and counsel affected and surplus employees as early and as completely as possible and shall, in addition, assign a counsellor to each opting and surplus employee and laid-off person to work with them throughout the process. Such counselling is to include explanations and assistance concerning such issues as the following:

(a) the employment transition situation and its effect on that individual;

(b) the employment transition Appendix;

(c) the Agency's Priority Administration System and how it works from the employee's perspective (referrals, interviews or boards, feedback to the employee, follow-up by the Agency, how the employee can obtain job information and prepare for an interview, etc.);

(d) preparation of a curriculum vitae or resume;

(e) the employees' rights and obligations;

(f) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);

(g) alternatives or opportunities that might be available to the employee (the alternation process, appointment, relocation, retraining, lower-level employment, term employment, retirement including 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 meaning of a guarantee of reasonable job offer, a twelve-month surplus priority period in which to secure a reasonable job offer, a Transition Support Measure, an Education Allowance;

(i) repeat counseling as long as the individual is entitled to a staffing priority and has not been appointed;

(j) the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);

(k) preparation for interviews with prospective employers;

(l) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;

(m) advise employees to seek out proposed alternations and submit request for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer; ~~and~~

(n) advising employees of the right to be represented by the PSAC in the application of this Appendix**;** ***and***

(o) the assistance to be provided in finding alternative employment in the public service (Schedule I, IV and V of the Financial Administration Act) to a surplus employee for whom the President cannot provide a guarantee of a reasonable job offer within the CFIA.

1.1.30 The Agency shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by the employee and the appropriate manager.

1.1.31 Any surplus employee who resigns under this Appendix shall be deemed, for the purposes of severance pay and retroactive remuneration, to be involuntarily laid off on the day the President accepts the employee's resignation in writing.

1.1.32 Severance pay and other benefits flowing from other clauses in collective agreements are separate from, and in addition to, those in this Appendix.

1.1.33 The Agency shall establish and modify staffing policies and procedures to ensure the most effective and efficient means of maximizing the appointment of surplus employees and laid-off persons.

1.1.34 The President shall temporarily restrict or suspend any authority delegated to managers to make appointments in specified occupational groups when the President determines such action is necessary.

1.1.35 The Agency shall actively market surplus employees and laid-off persons to all appropriate managers unless the individuals have advised the President in writing that they are not available for appointment.

1.1.36 The Agency shall determine, to the extent possible, the occupations for which there are skill shortages for which surplus employees or laid-off persons could be retrained.

1.1.37 The Agency shall provide information directly to the bargaining agent on the numbers and status of their members who are in the Agency Priority Administration System, through reports to the Public Service Alliance of Canada.

1.1.38 The Agency shall, wherever possible, ensure that reinstatement priority is given to all employees who are subject to salary protection as a result of action taken pursuant to this Appendix.

1.1.39 (a) For the priority period, in cases where an offer of indeterminate employment is provided to a surplus or laid off employee by a co-operating Employer (paragraph 1.1.4), the payment of salary costs and other authorized costs such as tuition, travel, relocation and retraining for surplus employees and laid off persons, as provided for in the various collective agreements and directives; all authorized costs of termination; and salary protection upon lower level appointment shall be regulated by the relevant co-operating

Employer agreement in effect between the Agency and a co-operating Employer.

(b) The relevant agreement establishing the co-operating Employer relationship between the Agency and a co-operating Employer will apply to the payment of the costs listed in 1.1.39(a) in situations where a surplus employee is appointed by a co-operating Employer to a term position and the co-operating Employer will become the official employer no later than one (1) year from the date of such an appointment.

1.1.40 The Agency is responsible for making the appropriate referrals and may recommend retraining where it would facilitate appointment.

1.1.41 The Agency shall inform, in a routine and timely manner, a surplus employee or laid-off person, and a representative of his or her bargaining agent, when he or she has been referred for consideration but will not be offered the position. The Agency shall include full details of why he or she will not be appointed to or retained for that position.

1.2 Employees

1.2.1 Employees have the right to be represented by their bargaining agent in the application of this Appendix.

1.2.2 Employees who are directly affected by employment transition situations and who receive a guarantee of a reasonable job offer, or who 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 co-operation with the Agency, unless they have advised the Agency, in writing, that they are not available for appointment either at all or subject to limitations detailed in the employee's response.

(b) seeking information regarding their entitlements and obligations;

(c) providing accurate and current information to the Agency, in a timely fashion, to assist in appointment activities (including curriculum vitae or resumes);

(d) ensuring that they can be easily contacted by the Agency;

(e) ensuring they attend appointments related to referrals;

(f) seriously considering employment opportunities within the Agency presented to them including but not limited to retraining and relocation possibilities, specified period appointments and lower-level appointments.

1.2.3 Opting employees are responsible for:

(a) considering the Options outlined 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 II

Official Notification

2.1 In any employment transition situation which is likely to involve ten (10) or more indeterminate employees covered by this Appendix, the President shall inform, in writing and in confidence, the President of the Public Service Alliance of Canada or their delegate not less than forty-eight (48) hours before any employment transition situation is announced. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.

NEW 2.1.5 (renumber current 2.1.5 ongoing)

2.1.5 When the President determines that specified term employment in the calculation of the cumulative working period for the purposes of converting an employee to indeterminate status shall be suspended to protect indeterminate employees in an employment transition situation, the President shall:

(a) inform the PSAC or its designated representative, in writing, at least 30 days in advance of its decision to implement the suspension and the names, classification and locations of those employees and the date on which their term began, for whom the suspension applies. Such notification shall include the reasons why the suspension is still in place for each employee and what indeterminate positions that shall be subject to employment transition if it were not in place;

(b) inform the PSAC or its designated representative, in writing, once every 12 months, but no longer than three (3) years after the suspension is enacted, of the names, classification, and locations of those employees

and the date on which their term began, who are still employed and for which the suspension still applies. Such notification shall include the reasons why the suspension is still in place for each employee and what indeterminate positions that shall be subject to employment transition if it were not in place;

(c) inform the PSAC no later than 30 days after the term suspension has been in place for 36 months, and the term employee's employment has not been ended for a period of more than 30 days to protect indeterminate employees in an employment transition situation, the names, classification, and locations of those employees and the date on which their term began and the date that they will be made indeterminate. Term employees shall be made indeterminate within 60 days of the end of the three-year suspension.

Part III

Relocation of a work unit

3.1 General

3.1.1 In cases where a work unit is to be relocated, the Agency shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were subject to an employment transition situation.

3.1.2 Following written notification, employees must indicate, within a period of three (3) months, their intention to move. If the employee's intention is not to move with the relocated position, the President can either provide the employee with a guarantee of a reasonable job offer 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 1.1.20.

3.1.4 Although the Agency will endeavor to respect employee location preferences, nothing precludes the Agency from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

3.1.5 Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the Options set out in Part VI of this Appendix.

Part IV

Retraining

4.1 General

4.1.1 To facilitate the appointment of affected employees, surplus employees and laid-off persons, the Agency shall make every reasonable effort to re-train such persons for:

(a) existing vacancies,

or

(b) anticipated vacancies identified by management.

4.1.2 The Agency shall be responsible for identifying situations where re-training, ***including language training opportunities***, can facilitate the appointment of surplus employees and laid-off persons; however, this does not preclude the employee's obligation to assist in their own marketing and the identification of employment options including but not limited to re-training possibilities.

4.1.3 Subject to the provisions of 4.1.2, the President shall approve up to two (2) years of re-training. ***Opportunities for retraining, including language training, shall not be unreasonably denied.***

4.2 Surplus employees

4.2.1 A surplus employee is eligible for re-training providing:

(a) re-training 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.

4.2.2 The Agency is responsible for ensuring that an appropriate re-training plan is prepared and is agreed to in writing by the employee and the appropriate manager.

4.2.3 Once a re-training plan has been initiated, its continuation and completion are subject to the on-going successful performance by the employee at a learning institution or on-going satisfactory performance if the training is “on-the-job”.

4.2.4 While on re-training, a surplus employee continues to be employed by the Agency and is entitled to be paid in accordance with his or her current appointment.

4.2.5 When a re-training plan has been approved, the proposed lay-off date shall be extended to the end of the re-training period, subject to 4.2.3.

4.2.6 An employee, unsuccessful in re-training, may be laid off at the end of the surplus period, provided that the employer has been unsuccessful in making the employee a reasonable job offer.

4.3 Laid-off persons

4.3.1 Subject to the President’s approval, a laid-off person shall be offered re-training, providing:

(a) re-training is needed to facilitate the appointment of the individual to a specific vacant position;

(b) the individual meets the minimum requirements for appointment to the group concerned;

(c) there are no other available persons with a priority who qualify for the position; and

(d) the Agency cannot justify a decision not to re-train the individual.

4.3.2 When an individual is made an offer conditional on the successful completion of re-training, a re-training plan reviewed by the President shall be included in the letter of conditional offer. If the individual accepts the conditional offer, upon successful completion of re-training, he or she will be appointed on an indeterminate basis to that position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off, the employee will be salary protected in accordance with Part V of this Appendix.

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 their collective agreement, or, in the absence of such provisions, the appropriate provisions of the Agency's Policy respecting Pay on Reclassification or Conversion.

5.1.2 Employees whose salary is protected pursuant to section 5.1.1. will continue to benefit from salary protection until such time as they are appointed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

Part VI

Options for employees

6.1 General

6.1.1 The President will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability. ***If such a reasonable job offer cannot be provided, the President shall provide his or her reasons in writing, if requested by the employee***. ***Except as specified in 1.1.9 (e)***, ~~Employees~~ employees in receipt of this guarantee would not have access to the choice of Options ***in 6.4*** below.

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from the President have one hundred and twenty (120) days from the date they receive written notice that they are an opting employee to consider and decide among the three Options below.

6.1.3 The opting employee must choose, in writing, one of the three (3) Options of section 6.4 of this Appendix within the one hundred and twenty (120) day opting period. The employee cannot change Options once having made a written choice.

6.1.4 If the employee fails to select an Option within the one hundred and twenty (120) day window as specified in paragraph 6.1.2, the employee will be deemed to have selected Option (a), the twelve-month surplus priority period in which to secure a reasonable job offer.

6.1.5 If a reasonable job offer which does not require a relocation is made at any time during the one hundred and twenty (120) day opting period and prior to the written acceptance of either the twelve-month surplus priority period, the Transition Support Measure or the Education Allowance Option, the employee becomes ineligible for the Transition Support Measure, the pay-in-lieu of unfulfilled surplus period or the Education Allowance.

6.1.6 A copy of any letter issued by the Employer under this part or notice of lay off pursuant to the *Canadian Food Inspection Agency Act* shall be sent forthwith to the National President of the PSAC.

6.2 Voluntary Programs

The Agency shall establish voluntary departure programs for all employment transition 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 consultations through joint union-management ETP committees.

(b) Volunteer programs shall not be used to exceed reduction targets. Where reasonably possible, the Agency 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 Agency engages in an Assessment and Selection of Employees for Retention 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, C(i) or C(ii).

(g) Provide that when the number of volunteers is larger than the required number of positions to be eliminated, where operational requirement permits, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).

6.3 Alternation

6.3.1 The Agency will participate in an alternation process.

6.3.2 An alternation occurs when an opting employee who wishes to remain in the Agency exchanges positions with a non-affected employee (the alternate) willing to leave the Agency under the terms of paragraph 6.4.1(b) or (c) in Part VI of this Appendix.

6.3.3 Subject to paragraph 6.3.2:

(a) Only opting and surplus employees who are surplus as a result of having chosen Option A may alternate into an indeterminate position that remains within the Agency.

(b) If an alternation is proposed for a surplus employee, as opposed to an opting employee, the Transition Support Measure that is available to the alternate under 6.4.1 (b) or 6.4.1 (c) (i) shall be reduced by one week for each completed week between the beginning of the employee's surplus priority period and the date the alternation is proposed.

6.3.4 An indeterminate employee wishing to leave the Agency may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation will result in retaining the skills required to meet the on-going needs of the position and the Agency.

6.3.5 An alternation must permanently eliminate a function or a position.

6.3.6 The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position, except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

6.3.7 An alternation should normally occur between employees at the same group and level. When the two (2) positions are not the same group and level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent

when the maximum rate of pay for the higher paid position is no more than six percent (6%) higher than the maximum rate of pay for the lower paid position.

6.3.8 An alternation must occur on a given date. The two (2) employees involved directly exchange positions on that given date. There is no provision in alternation for a “domino” effect or for “future considerations”.

For clarity, the alternation will not be denied solely as a result of untimely administrative processes.

6.4 Options

6.4.1 Only opting employees will have access to the choice of Options below:

(a) Twelve-month surplus priority period in which to secure a reasonable job offer is time-limited. Should a reasonable job offer not made within a period of twelve months, the employee will be laid off. Employees who choose or are deemed to have chosen this Option are surplus employees.

When a surplus employee who has chosen, or is deemed to have chosen, Option (a) offers to resign before the end of the twelve-month surplus priority period, the President may authorize a lump-sum payment equal to the surplus employee’s regular pay for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump sum payment for the pay-in-lieu cannot exceed the maximum of that which he or she would have received had they chosen Option (b) - Transition Support Measure.

The Agency will make every reasonable effort to market a surplus employee within the employee’s surplus period and within his or her preferred area of mobility.

or

(b) Transition Support Measure (TSM) is a payment based on the employee’s years of service with the Agency (see Annex A) made to an opting employee. Years of service is the combined years of service in the Public Service immediately prior to appointment to the Agency plus years of service with the Agency. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2)-year period.

or

(c) Education Allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than ~~fifteen thousand dollars ($15,000.00)~~ ***~~twenty thousand dollars ($20,000)~~ seventeen thousand dollars ($17,000)*** for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing Option (c) could either:

(i) resign from the Agency but be considered to be laid-off for severance pay purposes on the date of their departure; or

(ii) delay their departure date and go on leave without pay for a maximum period of two (2) years, while attending the learning institution. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period. During this period, employees could continue to be Public Service benefit plan members and contribute both employer and employee shares to the benefits plans and the Public Service Superannuation Plan. At the end of the two (2) year leave without pay period, unless the employee has found alternate employment in the Agency, the employee will be laid off.

6.4.2 Management will establish the departure date of opting employees who choose Option (b) or Option (c) above.

6.4.3 The TSM, pay-in-lieu of unfulfilled surplus period, and the Education Allowance cannot be combined with any other payment under the Employment Transition Appendix.

6.4.4 In the cases of pay-in-lieu of unfulfilled surplus period, and Option (b) and Option (c)(i), the employee relinquishes any priority rights for appointment upon acceptance of his or her resignation.

6.4.5 Employees choosing Option (c)(ii) who have not provided the Agency with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the Agency, and be considered to be laid-off for purposes of severance pay.

6.4.6 Opting employees who choose Option (b) or Option (c) above will be entitled to up to one thousand dollars ($1,000.00) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

6.4.7 An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or an Education Allowance and is re-appointed to the Public Service shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the TSM or Education Allowance was paid.

6.4.8 The President shall ensure that pay-in-lieu of unfulfilled surplus period is only authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during the unfulfilled surplus period.

6.4.9 If a surplus employee who has chosen, or is deemed to have chosen, Option (a) refuses a reasonable job offer at any time during the twelve (12) month surplus priority period, the employee is ineligible for pay-in-lieu of unfulfilled surplus period.

6.4.10 Approval of pay-in-lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

6.5 Retention payment

6.5.1 There are two (2) situations in which an employee may be eligible to receive a retention payment. These are total facility closures and relocation of work units.

6.5.2 All employees accepting retention payments must agree to leave the Agency without priority rights.

6.5.3 An individual who has received a retention payment and, as applicable, is either reappointed to that portion of the Public Service of Canada specified from time to time in the *Financial Administration Act* Schedules I, IV and V*,* or is hired by the new employer within the six months immediately following his or her resignation, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the lump sum was paid.

6.5.4 The provisions of 6.5.5 shall apply in total facility closures where Agency jobs are to cease, and:

(a) such jobs are in remote areas of the country;

or

(b) re-training and relocation costs are prohibitive;

or

(c) prospects of reasonable alternative local employment (whether within or outside the Agency) are poor.

6.5.5 Subject to 6.5.4, the President shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the Agency to take effect on that closure date, a sum equivalent to six (6) months' pay payable upon the day on which the Agency operation ceases, provided the employee has not separated prematurely.

6.5.6 The provisions of 6.5.7 shall apply in relocation of work units where Agency work units:

(a) are being relocated;

and

(b) when the President decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation;

and

(c) where the employee has opted not to relocate with the function.

6.5.7 Subject to 6.5.6, the President shall pay to each employee who is asked to remain until the relocation of the work unit and offers a resignation from the Agency to take effect on the relocation date, a sum equivalent to six (6) months' pay payable upon the day on which the Agency operation relocates, provided the employee has not separated prematurely.

ANNEX
YEARS OF SERVICE TRANSITION SUPPORT MEASURE (TSM)

0 10
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3 26
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ANNEX (*Continued*)

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For indeterminate seasonal and part-time employees, the TSM will be pro-rated in the same manner as severance pay under the terms of the collective agreement.

Severance pay provisions of the collective agreements are in addition to the TSM.

RATIONALE

Since the current agreement was signed, some changes undertaken by the federal government have served to highlight several deficiencies in the parties' Workforce Adjustment Appendix (WFA) at the core public administration and the Employment Transition Policy (ETP) at CFIA.

First, the current definition of a guarantee of reasonable job offer (GRJO) does not provide an explicitly defined geographic radius within which the employee might avail themselves of certain rights afforded under the ETP. Second, there is a need for the recognition of years of service in the context of Appendix B. Years of service would serve as a fair and objective standard for the treatment of a reasonable job offer. Third, there is a lack of clear accountability with respect to term employees under the ETP. Finally, the education allowance should keep up with the rapidly increasing cost of education in Canada. The Union's proposals for Appendix B would address each of these deficiencies.

Currently, the provisions contained in Appendix B put the onus on the President to provide a reasonable job offer in the event of possible layoffs. But there are no clear geographic criteria applied with respect to where the Employer may offer a reasonable job offer. This can create significant problems for employees. For example, in a recent situation at the core, in 2017, the government decided to close the Vegreville Immigration Centre and move it to Edmonton along with its 250 employees. PSAC members were left with very difficult choices: uproot their families and move to Edmonton, accept a three-hour daily commute, or leave the job they value. This situation materialized due to the Employer's interpretation of the existing language that offering a job anywhere else in the country met the criteria under the Appendix B as being 'reasonable'.

The Vegreville circumstances highlight a contradiction within the WFA/ETP. Under clause 3.1.1 of the ETP, the Employer had to give the employees the opportunity to choose whether they wished to move with the position or be treated as if they were subject to a employment transition situation. Under clause 3.1.2 the employees had a period of six months to indicate their intention to move or not. If an employee decides not to move with the relocated position, the President may provide the employee with either a guarantee of a reasonable job offer or access to the options set out in section 6.4 of the ETP[128].

However, if an employee is in receipt of a reasonable job offer, even if it is at the same location that they have already indicated that they do not wish to move to, they are no longer able to access the options contained in the ETP. The whole purpose of Part III of the ETP is specifically for situations where people cannot or do not wish to move, whether this is due to valid personal reasons or accommodation issues or any other reason.

In the Vegreville instance, the Union's position was that the Employer's use of the WFA/ETP was punitive in cases where the employees had no other choice but to voluntarily leave their jobs. PSAC took a grievance to arbitration on this issue and it was partially upheld. Because of the lack of clarity in the current WFA/ETP language, the decision sided with the Employer's interpretation that since the employee was in receipt of a GRJO, they did not have access to all of the options under the WFA/ETP if they refused to move. However, the arbitrator also ruled that employees in such a circumstance would have access to the transition support measure and/or the education allowance under the Voluntary Programs section of the ETP.[129] At the hearing. the Employer testified that it knew its interpretation of Part III of the WFA/ETP Appendix would cause hardship but went ahead with it anyway.

[128] Options include being on a surplus priority list for 12 months to find another job, receiving a Transition Support Measure (i.e. enhanced severance) or and Education Allowance and a Transition Support Measure.

[129] Vegreville

The Union submits that this proposal is necessary due to the Employer' interpretation of Part III. Fundamentally, when a workplace is relocated, it means that if employees turn down a GRJO they are penalized. It implies that the Employer can force workers to move anywhere in the country or get laid off while limiting the ETP options to which they have access. The Union is proposing instead that people who cannot or do not wish to relocate to a certain location ought not to lose their rights under the ETP Appendix.

Our proposal is that in the event that a reasonable job offer cannot be made within a 40-kilometre radius, the employee may elect to be an 'opting' employee and therefore avail themselves of the rights associated with 'opting' status. This would provide employees with all options under the ETP. The Union is proposing a 40-kilometre radius as it is consistent with the practice currently in effect for the NJC Relocation Directive. Indeed, a 2013 NJC Executive Committee decision indicated agreement with this principle. It was noted that in accordance with subsection 248(1) of the *Income Tax Act*, "relocation shall only be authorized when the employee's new principal residence is at least 40 km (by the shortest usual public route) closer to the new place of work than his/her previous residence".[130] Furthermore, the 40-kilometre radius is currently the standard for more than 50,000 unionized workers at Canada Post.[131]

In order to be consistent with our proposed new language, the obligation for the employees to be mobile must also be removed. In a labour market in which both partners in a relationship usually work, and where prices for housing, child care and elder care are often unaffordable, a blanket obligation to be mobile is not realistic or fair. Despite Treasury Board's position that the WFA/ETP Appendix is above all about employment continuity, the Union would submit that it is also about a proper employment transition when that is the most accommodating course of action.

[130] Relocation

[131] Canada Post CA excerpt

The Union is proposing that reasonable job offers shall be made in order of seniority. Recognition of years of service is a central tenet of labour relations in Canada. Its application is found in collective agreements in every industry, every jurisdiction, and every sector of the Canadian economy. For example, the collective agreements covering employees working for both the House of Commons and the Senate of Canada contain seniority recognition for the purposes of layoffs.[132] It is also commonplace within the broader federal public sector, from Via Rail to Canada Post to the Royal Canadian Mint to the National Arts Centre to the Canadian Museum of Science and Technology Corporation.[133] Additionally, it is already recognized under the parties' Collective Agreement for the PA group in the context of vacation leave scheduling and in the WFA/ETP itself as the tie-breaking procedure to choose which employee may avail themselves of the voluntary departure program.

Recognition of years of service is a concept that is firmly entrenched within labour relations jurisprudence, including jurisprudence produced by the FPSLREB. In a 2009 decision the Board stated that:

> (…) through his or her years of service, an employee attains a breadth of knowledge and expertise as a result of his or her tenure with the organization. Through time, an employee becomes a more valuable asset, with more capabilities, and should be treated accordingly. (PLSRB 485-HC-40).

Thus, the Union's proposal for recognition of years of service in the context of Appendix B would introduce a fair and objective standard in the treatment of a reasonable job offer. This standard has been sanctioned via Board jurisprudence.

[132] SSEA Employment Security

[133] Royal Canadian Mint;

NAC and Via Rail;

Museum Sci Tech

Under Article 6.4.1, the Union proposes to increase the education allowance by $2,000. The education allowance currently offers an opting employee a maximum of $15,000 for reimbursement of receipted expenses for tuition and costs of books and relevant equipment over a two-year period. The Union proposal is simply trying to keep up with the rapid increase of tuition fees in Canada. According to Statistics Canada, tuition fees for undergraduate programs for Canadian full-time students was, on average, $6,838 in 2018-2019, up 3.3 per cent from the previous academic year.[134] In addition, the National Joint Council Directive on Work Force Adjustment was recently renegotiated between the participating bargaining agents and Treasury Board. On this occasion an increase to the education allowance to a maximum of $17,000 was agreed upon between the parties.[135] Hence, the Union's proposals concerning the education allowance is already the standard for workers employed elsewhere in the federal public service.

The Union's proposed language under articles 1.1.7 and 2.1.5 is meant to ensure that the Employer takes some accountability towards term employees. The Union would like to enshrine the responsibilities from the Employer concerning term employees in the appropriate sections of the ETP. The Union submits that there needs to be better notification in the ETP around the ability of departments to suspend the policy of term employees becoming indeterminate after three years of service, including an explanation on the need for a suspension and when the suspension will be ended. The status quo is unacceptable as suspension of the provisions that roll term employees into indeterminate jobs is a license for department heads to encourage precarious working conditions for large groups of employees.

The Union is also proposing, in a number of articles under the ETP Appendix (Definition of GRJO, RJO and 1.1.9), the addition of "***or in the core public administration***" in order to guarantee that there is mobility during instances of employment transition situations

[134] Statistics Canada, September 5, 2018, Tuition fees for degree programs - 2018/2019: https://www150.statcan.gc.ca/n1/daily-quotidien/180905/dq180905b-eng.htm

[135] NJC

between the core public administration and the Agency. This is critical considering the fact that the size of the Agency makes it difficult to provide a GRJO to employees who find themselves in an employment transition situation.

In summary, the Union's proposals concerning Appendix B are predicated upon what has already been established elsewhere within the federal public sector. Moreover, applying geographic criteria to the process in terms of opportunities for employees exists already for tens of thousands of federal workers at Canada Post. In light of these factors, the Union respectfully requests that the Commission include the Union's proposals for Appendix B in its recommendations.

EMPLOYER PROPOSAL

This Appendix applies to all indeterminate employees represented by the Public Service of Alliance of Canada for whom the Canadian Food Inspection Agency (hereinafter known as the Agency) is the Employer ***except for those employees whose letter of offer indicates that they were hired to work within a specific geographical area and that they are not eligible for the entitlements of this Policy if they are reassigned or redeployed to work elsewhere within that geographical area or asked to relocate within that area during the course of their employment.***

Definitions

…

Geographical Area (région géographique): is the area of the country in which an employee's work is located or within which an employee has been hired to perform services, as may be amended from time to time. The five geographical areas within the Agency currently are the Atlantic Area, the Quebec Area, the National Capital Region (NCR), the Ontario Area, and the Western Area.

…

Part III

Relocation of a work unit

Without limiting the generality of the language in the Application section of this policy, to ensure clarity, Part III does not apply to an employee whose letter of offer indicates that they were hired to work within a specific geographical area and that

they are not eligible for the entitlements of this Policy if they are reassigned or redeployed to work elsewhere within that geographical area or asked to relocate within that area during the course of their employment.

…

Part VI

Options for employees

…

6.2 Voluntary Programs

The Voluntary Departure Program supports employees in leaving the public service when placed in affected status prior to entering an Assessment and Selection of Employees for Retention process, and does not apply if the President can provide a guarantee of a reasonable job offer to affected employees in the work unit.

The Agency shall establish voluntary departure programs for all employment transition situations ***in which the workforce will be reduced and that involves*** ~~involving~~ five ***(5)*** or more affected employees working at the same group and level and in the same work unit ***and where the President cannot provide a guarantee of a reasonable job offer***. Such programs shall:

…

RATIONALE

The Union has made a comprehensive proposal on the ETP Appendix. Our proposed language would clarify the current definition of a guaranteed reasonable job offer (GRJO) where a relocation is involved, recognize years of service in the context of a ETP, augment the Employer's accountability with respect to term employees and increase the education allowance.

On the other hand, the Employer's proposal creates a two tier system of entitlement to the provisions of the ETP, where one group is entitled to all provisions of the ETP while new, younger workers will be excluded from the application of this Appendix. This will mainly apply to the definition of a Geographical Area when relocating a work unit. In that context, the Employer will have the power to reassign, redeploy or relocate an employee

during the course of their employment at CFIA to work anywhere within that geographical area.

The Employer proposes to use a definition of Geographical Area that is not present anywhere else in the federal public service and would set a precedent for other employees in the core public administration and agencies. The Employer uses the following five geographical areas for the purpose of reassignment or relocation: the Atlantic Area, the Quebec Area, the National Capital Region (NCR), the Ontario Area, and the Western Area. This means that an employee maybe reassigned or relocated to an entirely different province or hundreds of kilometers within the same province without being entitled to the provisions and protections / options that come with this Appendix.

In addition, the Employer did not address any of the key issues identified by the Union, where we are trying to make improvements to the ETP. As stated in the rationale on the Union's proposal, for some employees, relocation is not an option for valid health, psychological and family reasons, let alone when relocation is with such a huge geographical areas. The alternative presented by the Employer is to be laid off with certain important rights being stripped away for new, younger workers.

In summary, the Employer's proposal would open the door wide to relocating workers in in the event of employment transition by effectively increasing the upward boundaries of the relocation to 100's of kilometres. It would create situations where workers either have to move or lose their jobs with minimal opportunities for other income. Having this apply only to new, younger workers is a two tier proposal that divide employees between those with rights and those without. This is a major, far reaching and precedent setting concession that the Union has no interest or desire for. For those reasons, the Union respectfully requests that the Commission exclude the Employer's proposals for Appendix B from its recommendation.

PSAC PROPOSAL

NEW ARTICLE
DOMESTIC VIOLENCE LEAVE

XX:01 The Employer recognizes that employees sometimes face situations of violence or abuse, which may be physical, emotional or psychological, in their personal lives that may affect their attendance and performance at work.

XX:02 Employees experiencing domestic violence will be able to access ten (10) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval.

XX:03 The Employer agrees that no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.

XX:04 The Employer will approve any reasonable request from an employee experiencing domestic violence for the following:

- ***Changes to their working hours or shift patterns;***
- ***Job redesign, changes to duties or reduced workload;***
- ***Job transfer to another location or department or business line;***
- ***A change to their telephone number, email address, or call screening to avoid harassing contact; and***
- ***Any other appropriate measure including those available under existing provisions for family-friendly and flexible working arrangements.***

XX:05 All personal information concerning domestic violence will be kept confidential in accordance with relevant legislation, and shall not be disclosed to any other party without the employee's express written agreement. No information on domestic violence will be kept on an employee's personnel file without their express written agreement.

Workplace Policy

XX.06 The Employer will develop a workplace policy on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all employees and will be reviewed annually. Such policy shall explain the appropriate action to be taken in the event that an employee reports domestic violence or is perpetrating domestic violence, identify the process for reporting, risk assessments and safety planning, indicate available

supports and protect employees' confidentiality and privacy while ensuring workplace safety for all.

Workplace supports and training

XX.07 The Employer will provide awareness training on domestic violence and its impacts on the workplace to all employees.

XX.08 The Employer will identify a contact in [Human Resources/Management] who will be trained in domestic violence and privacy issues for example: training in domestic violence risk assessment and risk management. The Employer will advertise the name of the designated domestic violence contact to all employees.

The Advocate

XX.09 The Employer and the PSAC recognize that employees who identify as women sometimes need to discuss with another woman matters such as violence or abuse or harassment, at home or in the workplace. Workers may also need to find out about resources in the workplace or community to help them deal with these issues such as the EAP program, a shelter, or a counsellor.

XX.10 For these reasons, the parties agree to recognize the role of Advocate in the workplace.

XX.11 The Advocate will be determined by the PSAC from amongst the bargaining unit employees.

XX.12 The Advocate will meet with workers as required and discuss problems with them and assist accordingly, referring them to the appropriate agency when necessary.

XX.13 The Employer will provide access to a private office in order for the Advocate to meet with employees confidentially, and will provide access to a confidential telephone line and voice mail that is maintained by the Advocate and accessible to all in the workplace. The Advocate will also have access to a management support person to assist her in her role when necessary.

XX.14 The Employer and the PSAC will develop appropriate communications to inform all employees of the advocacy role of the Advocate and information on how to contact him or her.

XX.15 The Advocate will participate in an initial basic training and an annual update training program to be delivered by the PSAC. The Employer agrees that leave for such training shall be with pay and will cover reasonable expenses associated with such training, such as lodging, transportation and meals.

XX.16 Employees that are named as Advocate shall be granted leave with pay to carry out the duties associated with acting as an Advocate.

XX.17 No employee shall be prevented from accessing the service of the Advocate or of becoming an Advocate once named by PSAC.

RATIONALE

Domestic violence is a workplace issue: Research and Statistics

One-third (33.6%) of Canadian workers have experienced or are experiencing domestic violence.[136] [137] These experiences affect our members' lives, health, job security and financial resources, and have a negative impact on workplaces. Based on the 2014 Pan-Canadian Survey on Domestic Violence and the Workplace, 6.5 per cent of workers in Canada are currently experiencing domestic violence.[138] This means out of the approximately 90,900 members (from PA, SV, TC and EB groups), 5,909 of PSAC members from these groups are likely currently experiencing domestic violence, with approximately 32,724 members experiencing domestic violence at some point in their life.

Domestic violence has a clear impact on workers and workplaces, with nearly 54 per cent of cases of domestic violence continuing at or near the workplace.[139] With an estimated 5,909 members currently experiencing domestic violence, this means that there are possibly 3,191 cases of domestic violence continuing at or near PA, TC, SV and EB workplaces. Based on the 2017 Canadian study investigating the impact of Domestic Violence Perpetration on Workers and Workplaces, where perpetrators were interviewed, 71 per cent of perpetrators reported contacting their partner or ex-partner during work hours for the purpose of continuing the conflict, emotional abuse and/or monitoring. One third (34%) of perpetrators specifically report emotionally abusing and/or monitoring their

[136] It is important to note that these figures do not capture domestic abuse on children, meaning the impact of domestic violence on our members is likely more alarming, since figures from the 2014 Pan-Canadian Survey on Domestic Violence deal only with intimate partner violence.

[137] Domestic Violence

[138] Domestic Violence

[139] Domestic Violence

partner or ex-partner during work hours. Of those who reported emotionally abusing their partner or ex-partner during work hours most used messages (calls, emails, texts; 92%). Of those that reported they checked on and/or found out about the activities or whereabouts of their partner or ex-partner, over one-quarter reported that they went by their partners' or ex-partners workplace (27%) and/or their home or another place (29%) to monitor them.[140]

Domestic violence is a complex problem with no simple, single solution. However, the union submits that enshrining robust measures in the Collective Agreement is an important step in supporting workers impacted by domestic violence, and functions to dismantle some of the stigma associated with domestic abuse that often leaves survivors dealing with abuse alone, in silence and without support. Anticipated stigma, the fear of not knowing whether stigmatization will occur if others knew about one's experiences of abuse, is a serious barrier that prevents survivors from seeking help. Strong collective agreement language sends a powerful message of support and understanding to survivors that their Union and Employer are working together to address domestic violence as not only a prevalent social problem but a significant workplace issue that will be compassionately dealt with via fair rules and trained individuals.

Domestic violence is an equity issue

Paid domestic violence leave days, protections and accommodations are provisions that all workers may need to use in their lives. However, it is important to note that domestic violence disproportionately impacts female workers, and in particular Indigenous workers, workers with disabilities and workers of the LGBTQ+ community. The Pan-Canadian survey results reveal that 38 per cent of women and 65 per cent of transgendered people have experienced domestic violence. Negotiating domestic violence provisions into the Collective Agreement is not simply the right thing to do but it also ensures equity and fairness for vulnerable workers.

[140] Domestic Violence

The cost of doing nothing

Evidence demonstrates that the cost of doing nothing outpaces the cost of domestic violence leave on employers, society and the economy at large. Domestic violence in Canada is estimated to cost $7.4 billion a year.[141] According to the Department of Justice, spousal violence in Canada costs employers nearly $78-million due to direct and indirect impacts of domestic violence.[142] When costing this proposal, it is essential to estimate how much inaction will continue to cost Canadians and employers.

According to a 2013 World Bank study, there is a clear link between domestic violence and economic growth.[143] They found that domestic violence is a significant drain on an economy's resources, and in their cross-country comparison they revealed that countries they examined lost between 1.27 per cent and 1.6 per cent of their GDP due to intimate partner violence.[144] It is also important to recognize that the take-up rate for domestic violence leave remains low in countries that have implemented paid leave. In Australia, for example, the take-up rate is only 0.3 per cent and 1.5 per cent for men and women respectively.[145] While costs to employers are "likely to be largely or completely offset by the benefits to employers", data from Australia shows that incremental wage payouts were equivalent to only 0.02 per cent of payroll. The Union submits that the costs of doing nothing needs to be considered when costing this proposal.

Impact on Performance: XX.01 and XX.03

Survivors of domestic violence report that the violence had an impact on their ability to concentrate at work, had a negative impact on their work performance and on

[141] Domestic Violence

[142] This figure is broken down into three main categories; lost productivity due to tardiness and distraction ($68M), lost output from victims' absences ($7.9M) and administration costs for victims' absences ($1.4M). According to the Justice Department of Canada, "in the event of the victim resigning or being dismissed, employers face recruitment and retraining costs, but such data for spousal violence cases do not exist and so these costs are not included in the estimate".

[143] Domestic Violence

[144] Domestic Violence

[145] Domestic Violence

absenteeism. Of those who reported experience with domestic violence, 82 per cent said that domestic violence negatively affected their work performance, most often due to being distracted, or feeling tired and/or unwell, as a result of trauma and stress. Therefore, out of the estimated 5,909 members currently experiencing domestic violence, it is probable 4,904 PSAC members (from the PA, SV, TC and EB groups) feel that domestic violence is negatively affecting their work performance. This reality needs to be an acknowledged and protective provisions outlined in the union's proposals at XX.01 and XX.03 are both reasonable and needed.

Treasury Board reached a settlement with CAPE's EC group in the most recent round of negotiations to include in the collective agreement an acknowledgement that experiencing domestic violence could impact productivity and agreed to language at 21.18 (e) that specifically outlines that there will be no reprisals against survivors. The collective agreement provision reads as follows:

> *"The Employer will protect the employees from adverse effects on the basis of their disclosure, experience, or perceived experience of domestic violence".*[146]

NAV Canada is another example of a large federal employer that has agreed to add this type of protective provision in their collective agreement, outlining how no adverse action will be taken against an employee if their performance at work suffers as a result of domestic violence.[147]

> *28.17 Family Violence Leave*
>
> *The Employer recognizes that employees may face situations of violence or abuse, which may be physical, emotional, or psychological in their personal life that could affect their attendance and performance at work….*

[146] CAPE EC Domestic Violence

[147] Domestic Violence

f) The employer agrees that no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence in their personal life that could affect their attendance and performance at work.

The Government of Northwest Territories also has collective agreement language acknowledging that domestic violence may affect employees' performance.[148]

21.09 (1) The Employer recognizes that employees or their dependent child as defined in article 2.01(i) may face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

PSAC has also signed several Letters of Understanding for its members at Canadian Forces bases at Suffield, Trenton, Gagetown, Goose Bay and Petawawa acknowledging that domestic violence may affect performance and that employee's will be protected should their performance be impacted as a result of domestic violence. LOUs between the Parties read as follows:

"The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer and the bargaining agent agree that an employee's culpability in relation to performance issues or potential misconduct may be mitigated if the employee is dealing with an abusive or violent situation and the misconduct or performance issue can be linked to that abusive or violent situation." [149]

It is worth mentioning that during bargaining, and contrary to TBS negotiations with PSAC at the Core. the Employer at CFIA did not table any counterproposals on Domestic Violence.

[148] Domestic Violence

[149] Domestic Violence MOUs

Scope: XX.02

The Collective Agreement should be clear that perpetrators of domestic violence are not necessarily in an intimate relationship with their victims. A restrictive definition is not appropriate and functions to limit the scope of what is included as domestic violence.

The most recent ACFO collective agreement with Treasury Board for the Financial Management (FI) group does not include the requirement that the perpetrator be an "intimate partner".[150]

Provincial employment standards from across the country also do not limit domestic violence leave to intimate partner violence and the Union submits that its language at XX.02 is more appropriate as it is broad enough to include domestic violence perpetrated by more than just intimate or former intimate partners.

The Collective Agreement should also be clear that employers should not deny domestic violence leave that is necessary for the health, safety and security of the worker. The Union's proposal at XX.02 is clear that workers shall be granted leave for "any necessary activities". There are a broad range of health, safety and security activities that a survivor may need paid leave time in order to address. A restrictive scope provisions would have unintended and potentially detrimental impacts on members who need access to paid leave to escape, avoid and deal with domestic violence.

The Government of the Northwest Territories recently agreed to domestic violence leave language that does not conflate domestic violence with intimate partner violence and appropriately outlines that employees can take paid leave for "any other necessary activities to support their health, safety and security". These scope provisions are similar to other provincial employment standards on domestic violence.

[150] ACFO Domestic Violence

Provincial employment standards that provide for domestic violence leave have broader and more realistic scope provisions than those being proposed by the Employer, and they align with the provisions submitted by the Union at XX.02. Provincial domestic violence provisions do not define domestic violence as requiring an element of current or past intimacy, and consistently allow workers to take domestic violence leave for any other necessary purpose.[151]

Accommodation: XX.04

The Union's proposal at XX.04 is based on the reality that domestic violence doesn't just stop when survivors get to work, and that leave is only one part of the solution. More than half of those who have experienced domestic violence say that at least one type of abusive act has occurred at or near the workplace. Of these, the most common were abusive phone calls or text messages (41%) and stalking or harassment near the workplace (21%). Providing employees with robust accommodation options such as changing their contact information, hours of work or shift pattern and work location are all ways in which workers can be more protected from violence in the workplace. Job transfer options and call screening options would also help survivors be safer at work. Job redesign or workload reduction are also measures that can help provide survivors with the support they need to continue to work while dealing with stressful, exhausting and violent situations beyond their control.

Domestic violence is an occupational health and safety issue. People reporting domestic violence have poorer general health, mental health and quality of life. This is especially the case for survivors who experience domestic violence near the workplace and those whose ability to get to work has been impeded by domestic violence. The more ways in which domestic violence occurred at or near the workplace, the poorer the respondent's health. Work may have protective effects for survivors of domestic violence so it's important that workplace accommodations be available to help support survivors.

[151] Provincial Domestic Violence

Confidentiality XX.05

The Union submits that enshrining confidentiality language in the Collective Agreement is reasonable, is outlined in other collective agreements, and is already a minimum standard in some provincial jurisdictions.[152]

The Government of Northwest Territories recently agreed to collective agreement language with the PSAC making it clear that personal information regarding domestic violence will be kept confidential and not shared without consent;

> "All personal information concerning domestic violence will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement". [153]

NAV Canada recently agreed to confidentiality language in its collective agreement with the PSAC that outlines clear confidentiality rules that the Employer shall adhere to and makes clear that "no information shall be kept on an employee's personnel file without their express written agreement". These provisions read as follows:

> *28.17 Family Violence Leave*
>
> *(d) The Employer shall:*
>
> *(i) ensure confidentiality and privacy in respect of all matters that come to the Employer's knowledge in relation to a leave taken by an Employee under the provisions of the "Family Violence Leave" in this Collective Agreement; and*
>
> *(ii) identify a contact in Human Resources who will be trained in Family Violence and privacy issues. The Employer will advertise the name of the designated violence contact to all employees;*
>
> *(iii) not disclose information in relation to any person except*
>
> *1) to an employee as identified in d) ii) or agents who require the information to carry out their duties;*

[152] Confidentiality Domestic Violence

[153] NWT Domestic Violence

2) as required by law; or

3) with the consent of the Employee to whom the leave relates;

(iv) take action to reduce or eliminate the risk of family workplace violence incidents;

(v) promote a safe and supportive work environment;

(vi) ensure employees receive required training including both awareness and confidentiality aspects; and

(vii) follow the confidential reporting procedures.

(b) *No information shall be kept on an employee's personnel file without their express written agreement.*[154]

Canada Post and CUPW signed a letter of agreement in 2018 outlining that a policy would be drafted by the Parties that would "protect employees' confidentiality and privacy while ensuring workplace safety for all". Canada Post's 2019 booklet for employees and team leaders specifically outlines that it is "essential to protect confidentiality" and "there is no requirement for the affected employee to provide documentation of any kind."[155]

Workplace Policy, Training and Supports: XX.06, XX.07 and XX.08

Most employers (71%) report having a situation where they needed to protect a domestic violence survivor, yet there remains an unfortunate gap in training for employees.[156] Employers and employees require basic training to be able to recognize the warning signs of domestic violence victimization and perpetration and respond safely and appropriately. If domestic violence occurs at work the employer is liable, and both parties have an interest in ensuring the creation of appropriate domestic violence policies and training. The Union would like to ensure appropriate training, supports and policies are developed.

[154] NavCanada Domestic Violence

[155] Domestic Violence

[156] Domestic Violence

Canada Post and CUPW reached an agreement in 2018 that is nearly identical to PSAC's proposals at XX.06 regarding a workplace policy. As discussed above, the letter of agreement outlines that the parties shall draft a policy on preventing and addressing domestic violence in the workplace or affecting the workplace that shall be reviewed annually. The policy "shall explain appropriate actions to be taken in the event that an employee reports domestic violence. It shall also identify the process for reporting domestic violence, risk assessments and safety planning. The policy shall indicate available supports and protect employees' confidentiality and privacy while ensuring workplace safety for all."[157]

The Government of Northwest Territories recently agreed to collective agreement language that reads:

> "The Employer will develop a workplace policy on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all employees. Such policy shall explain the appropriate action to be taken in the event that an employee reports domestic violence or is perpetrating domestic violence, identify the process for reporting, risk assessments and safety planning, indicate available supports and protect employees' confidentiality and privacy while ensuring workplace safety for all. The policy shall also address the issue of workplace accommodation for employees who have experienced domestic violence and include provisions for developing awareness through the training and education of employees".

This collective agreement language is in line with PSAC's proposals regarding developing a policy and training outlined in XX.06, XX.067 and XX.08.

[157] NavCanada Domestic Violence

NAV Canada language at 28.17 (d) (ii) is also similar to the Union's proposal at XX.08 that outlines a commitment to identify a human resources contact person who is trained in domestic violence and privacy issues. NAV Canada collective agreement language at 28.17 (d) (vi) also outlines a commitment to train employees on domestic violence that is consistent with the PSAC's proposal.

For all of the above reasons, the Union respectfully requests that its new proposal on Domestic Violence Leave be included in the Commission's recommendations.

PSAC PROPOSAL

NEW ARTICLE
NO CONTRACTING OUT

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.

XX.02 The Employer shall consult with the PSAC and share all information that demonstrates why a contracting out option is preferable. This consultation shall occur before a decision is made so that decisions are made on the best information available from all stakeholders.

XX.03 Shared information shall include but is not limited to expected working conditions, complexity of tasks, information on contractors in the workplace, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and potential risks and benefits to impacted employees, all employees affected by the initiative, and the public.

XX.04 The Employer shall consult with the PSAC before:

(i) any steps are taken to contract out work currently performed by bargaining unit members;

(ii) any steps are taken to contract out future work which could be performed by bargaining unit members; and

(iii) prior to issuing any Request For Interest proposals.

XX.05 The Employer shall review its use of temporary staffing agency personnel on an annual basis and provide the PSAC 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, and the reasons why indeterminate, term or casual employment was not considered, or employees were not hired from an existing internal or external pool.

RATIONALE

The language proposed by the Union supports the protection of the integrity of the public service. The Employer makes yearly statements of congratulations to and acknowledgement of public service workers, including this one from June 2019, when the Honourable Joyce Murray, President of the Treasury Board, communicated:

> "For more than 150 years, our public servants have been serving Canadians with dedication, making huge differences within and outside our country's borders. That's why Canada's public service has been ranked the best in the world. Congratulations!"[160]

This was further echoed by the Prime Minister's statement during the same week:

> "This week, we celebrate our dedicated public servants across Canada, who worked hard to deliver real results for Canadians. If we look at what Canada's public service has accomplished this past year, it's easy to see why it is one of the most effective in the world."[161]

Therefore, it should not surprise the Employer that the Union has proposed language that supports the ongoing success of the public service, for generations to come. The proposed language introduces a 'pause button' on any ongoing and new contracting out initiatives that the Employer may be contemplating. This was echoed in the Union's submission to 2019 Pre-Budget Consultations in the recommendations around Precarious Work and on Public-Private Partnerships (P3s).[162] Securing protections and a framework for discussion within the Collective Agreement respects the continued valuable contributions of public service workers. Similar collective agreement language currently

[160] Joyce Murray_1

[161] CONTRACTING OUT

[162] CONTRACTING OUT

exists elsewhere in the core public service; Article 30: Contracting Out, in the CS agreement between PIPSC and the Treasury Board Secretariat, contains language that our proposal builds upon.[163]

A comprehensive, trained and secure public service is crucial to the ability of any government to continually provide the programs and services mandated by Parliament. Relying on contracted-out services rather than the professionalism, expertise and dedication of bargaining unit members especially at an agency that is tasked with the safety of Canada's food supply, does a disservice to the workers, the public service as a whole, the public and to the economy, as was touched on by *The Honourable Scott Brison* when he was President of the Treasury Board in May 2016.[164]

> "By restoring fair and balanced labour laws, the Government is recognizing that labour unions play an important role protecting workers' rights and strengthening the middle class."

Inclusion of such contract language also supports a public service created via a legislative framework, one that ensures appointment by merit and that the composition of the public service is an accurate reflection of the diversity of the people that it serves, throughout the various geographic regions. It also fosters meaningful consultation between the Employer and the Union, and values investments made in training and upgrades necessary for workers to succeed within the changing nature of their work environment.

For too long, successive governments have relied heavily upon contracting out the duties performed by past and now current public service workers. In March 2011, a CCPA published a paper, The Shadow Public Service: the swelling ranks of federal government outsourced workers, in which it observed;

[163] CONTRACTING OUT

[164] Government of Canada to Repeal Changes to Federal Public Service Labour Relations Measures, May 25, 2016 https://www.canada.ca/en/treasury-board-secretariat/news/2016/05/government-of-canada-to-repeal-changes-to-federal-public-service-labour-relations-measures.html

> "A handful of outsourcing firms have become parallel HR departments for particular federal government departments. Once a department picks its outsourcing firm, a very exclusive relationship develops. These private companies now receive so much in contracts every year that they have become de-facto wings of government departments. These new "black-box" wings are insulated from government hiring rules. They are also immune from government information requests through processes like Access to Information and Privacy (ATIP).

In essence, they have become a shadow public service without having to meet the same transparency standards of the actual public service. Evidence suggests the federal government is turning to personnel outsourcing, circumventing hiring rules by relying on pre-existing "standing offers" with outsourcing companies. As a result, outsourced contractors are no longer short-term or specialized — they are increasingly employed for years on a single contract.

> "In short, the growing and concentrated nature of outsourcing has created a shadow public service that works alongside the real public service — but without the same hiring practices or pay requirements" [165]

And leading up to that CCPA report, the Public Service Commission of Canada conducted a study[166] on the use of temporary services in the federal public service organizations and concluded that the use of temporary services a source of recruitment limits access and that uses of temporary help services that circumvent the Public Service Employment Act.

[165] The Shadow Public Service: the swelling of the ranks of federal government outsourced workers, David Macdonald, Canadian Centre for Policy Alternative (CCPA), March 2011 Shadow_Public_Service_1

[166] Use of Temporary Help Services in Public Service Organization

> "The study findings indicate that, in practice, temporary help services provide a source of recruitment into the public service. The use of temporary help services as a source of recruitment places the PSEA value of access at risk, and limits the use of the national area of selection to promote Canada's geographical diversity within the public service."

Yet despite numerous concerns being raised, the practice has not abated under successive governments. Alarmingly, this includes the privatization of the operation of new federal heating plants in the National Capital Region, wrapped up in a P3 label. [167] Throughout that process, the PSAC has raised concerns around the lack of transparency of the project and the safety of both the public and of workers, and challenged the government's statements around recruitment of qualified workers to the public service.

A strong public service also helps strengthen the economy. A 2019 study suggests that hiring more federal public sector workers would benefit the Canadian economy and support a strong, diverse middle class.[168] The Union values that and asserts that the contract language being sought supports such goals.

Public service workers are dedicated to their workplace and to the work that they do in support of the public. They are equipped with intimate institutional knowledge of the work environment; valuable to both the smooth operation of existing programs and to the successful cultivation of new ideas. Securing contract agreement language that recognizes and respects that is next in nurturing our continued ranking as the best public service in the world.

Considering these facts, the Union respectfully requests that its proposal for the inclusion of a new article on Contracting Out be included in the Commission's award.

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[167] http://psacunion.ca/unions-turn-heat-against-cooling-and-heating-plant
http://syndicatafpc.ca/syndicats-sopposent-privatisation-centrales

[168] IRIS, The Public Services: an important driver of Canada's Economy, Sept 2019 IRIS_1

PART 4

OUTSTANDING CFIA SPECIFIC ISSUES

PSAC PROPOSAL

ARTICLE 24
HOURS OF WORK

The union revises its original proposal in Clause 24.02, 24.05 b) iv) and withdraws its original proposal in Clause 24.10.

The Union proposes to reduce the work week to 37.5 hours/week for members of the GL and GS groups without any reduction in pay. Note that consequential changes / amendments will be required throughout the collective agreement pursuant to this change.

24.01 An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

24.02 ~~The Employer agrees that, before a schedule of working hours is changed, the changes will be discussed with the appropriate steward of the Union if the change will affect a majority of the employees governed by the schedule.~~ ***The Employer shall not change day workers into shift workers nor change shift workers into day workers without mutual agreement between the Employer and the PSAC.***

24.03 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

(…)

24.05 For employees who work on a rotating or irregular basis:

(a) Normal hours of work shall be scheduled so that employees work:

(i) an average of thirty-seven decimal five (37.5) hours per week and an average of five (5) days per week

and

(ii) either seven decimal five (7.5) hours per day; or

(iii) an average of seven decimal five (7.5) hours per day where so agreed between the Employer and the majority of the employees affected;

(iv) subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).

(b) Every reasonable effort shall be made by the Employer:

(i) not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift;

(ii) to avoid excessive fluctuations in hours of work;

(iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule; 21

(iv) to arrange shifts over a period of time not exceeding two (2) months and to post schedules at least ~~seven (7)~~ ***fifteen (15)*** days in advance of the starting date of the new schedule***~~, and fourteen (14) days in advance, where practicable.~~***

(…)

24.09 Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal working day.

24.10 If an employee is given less than seven (7) days' advance notice of a change in that employee's shift schedule, the employee will receive a premium rate of time and one-half (1.5) for work performed on the first (1st) shift changed ***~~worked on the revised schedule for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter.~~*** Subsequent shifts worked on the new schedule shall be paid for at straight time.

24.11 Within five (5) days of notification of consultation served by either party, the Union shall notify the Employer in writing of the representative authorized to act on behalf of the Union for consultation purposes.

EMPLOYER PROPOSAL

NEW
"INSPECTORATE" POSITIONS

24.XX This Article applies to an employee working in an Inspectorate position as defined in Article 2.

*[**Note:** "inspectorate" means all employees who have an inspection designation and take enforcement actions based on the CFIA's legislative authorities; (personnel d'inspection)]*

(a) The conduct of inspection activities requires an adaptable work schedule. Accordingly, every reasonable effort will be made to maintain a work schedule where working hours can be arranged to meet the operational needs of the inspection program.

(b) Subject to operational requirements and the approval of the Employer, or as scheduled by the Employer, hours of work may be arranged to suit an employee's individual inspectorate responsibilities. However, the normal hours of work for each two (2) week period must equal seventy-five (75) hours.

(c) Inspectorate employees shall be granted at least four days of rest during each two (2) week period, at least two of which must be consecutive unless otherwise agreed to by the employee and the Employer.

NEW 24.XX

(a) The Employer will make reasonable efforts to consider the requests of the employee concerned in the arrangement of hours of work and to avoid excessive fluctuations in hours of work.

(b) Before assigning employees to work certain hours, the Employer shall consider qualified employees who volunteer to work between those hours subject to operational requirements. If no qualified volunteers are available, the Employer shall assign employees to work certain hours.

(c) Employees may request a regular daily schedule, or alteration thereof, subject to the approval of the Employer and operational requirements.

(d) The Employer shall post a provisional schedule at least twenty-eight (28) calendar days in advance. A final schedule shall be posted seven (7) calendar days prior to the commencement of the schedule.

(e) Provided sufficient advance notice is given and with the approval of the Employer, qualified employees may exchange daily hours of work if there is no increased cost to the Employer.

The Employer reserves the right to table any administrative or corollary amendments to the Collective Agreement required to give effect to these proposals at a later date.

ARTICLE 24 – EXPANDED NORMAL HOURS OF WORK FOR THE NON-INSPECTORATE

Excluded Provisions

Clauses 24.04, 24.05 and 24.06 do not apply to bargaining unit employees classified as GL or GS.

Articles 24 (Hours of Work), 25 (Shift Principle), and 26 (Shift Premiums) do not apply to the "Inspectorate" as defined in Article 2.XX.

Alternate Provisions

Clauses GL/GS 24.04, GL/GS 24.05, and GL/GS 24.06 apply only to bargaining unit employees classified as GL or GS.

24.01 An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

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

24.03 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

24.04 (a) Except as provided for in clause 24.05, the normal work week shall be thirty-seven decimal five (37.5) hours exclusive of lunch periods, comprising five (5) days of seven decimal five (7.5) hours each~~, Monday to Friday~~. The work day shall be scheduled to fall within an eight (8) hour period where the lunch period is one-half (0.5) hour or within an eight decimal five (8.5) hour period where the lunch period is more than one half (0.5) hour and not more than one (1) hour. Such work periods shall be scheduled between the hours of six (6) a.m. and ~~six (6)~~ ***ten (10) p.m.***

unless otherwise agreed in consultation with the Union and the Employer at the appropriate level.

~~(b) For employees who are governed by sub-clause 24.04(a) and who perform meat inspection duties, the Employer will make every reasonable effort to:~~

~~(i) avoid excessive fluctuation in hours of work;~~

~~(ii) post hours of work schedules seven (7) days in advance;~~

~~(iii) notify the employee(s) in writing of any changes to the scheduled hours of work;~~

~~(iv) when the scheduled hours of work are changed by the Employer after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a premium payment of twenty dollars ($20.00) in addition to regular daily pay;~~

~~(v) when the scheduled meal break is changed by the Employer by more than one-half an hour (0.5) after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a premium payment of twenty dollars ($20.00) in addition to regular daily pay.~~

~~(vi) total premium payment under paragraphs 24.04(b)(iv) and 24.04(b)(v) shall not be more than twenty dollars ($20.00) per work day.~~

(b) subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).

24.05 For employees who work on a rotating or irregular basis:

(a) Normal hours of work shall be scheduled so that employees work:

(i) an average of thirty-seven decimal five (37.5) hours per week and an average of five (5) days per week***;***

~~and~~

~~(ii) either seven decimal five (7.5) hours per day; or~~

Renumber accordingly

(iii) an average of seven decimal five (7.5) hours per day ~~where so agreed between the Employer and the majority of the employees affected~~; ***and***

(iv) subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).

(b) Every reasonable effort shall be made by the Employer:

(i) not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift;

(ii) to avoid excessive fluctuations in hours of work;

(iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;

(iv) to arrange shifts over a period of time not exceeding ~~two (2)~~ ***three (3)*** months and to post schedules at least seven (7) days in advance of the starting date of the new schedule.

~~(c) When the scheduled hours of work are changed by the Employer after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a premium payment of twenty dollars ($20.00) in addition to regular daily pay;~~

~~(d) When the scheduled meal break is changed by the Employer by more than one-half hour (0.5) after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a premium payment of twenty dollars ($20.00) in addition to regular daily pay;~~

~~(e) Total premium payment under sub-clauses 24.05(c) and 24.05(d) shall not be more than twenty dollars ($20.00) per work day.~~

24.06 Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.

GL/GS 24.04

Except as provided for in clause GL/GS 24.05, the normal work week shall be forty (40) hours exclusive of lunch periods, comprising five (5) consecutive days ~~of~~ eight (8) hours each, unless otherwise ***determined by the Employer*** ~~agreed in consultation with the Union and the Employer at the appropriate level.~~

GL/GS 24.05

For employees who work on a rotating or irregular basis:

(a) Normal hours of work shall be scheduled so that employees work:

(i) an average of forty (40) hours per week and an average of five (5) days per week;

~~and~~

~~(ii) either eight (8) hours per day;~~

Renumber accordingly

~~or~~

(iii) an average of eight (8) hours per day ~~where so agreed between the Employer and the majority of the employees affected~~; ***and***

(iv) subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).

(b) Every reasonable effort shall be made by the Employer:

(i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;

(ii) to avoid excessive fluctuations in hours of work;

(iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;

(iv) to arrange shifts over a period of time not exceeding ~~two (2)~~ ***three (3)*** months and to post schedules at least seven (7) days in advance of the starting date of the new schedule.

GL/GS 24.06

(a) Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer in consultation with the Union, the employee works an average of forty (40) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every such period an employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.

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

24.07 The Employer shall make every reasonable effort to schedule a meal break of at least one half (0.5) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the mid-point of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Employer and the employee. If an employee is not given a meal break scheduled in advance, all time from the commencement to the termination of the employee's full shift shall be deemed time worked.

24.08 When 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:

(a) on the day it commenced where half or more of the hours worked fall on that day;

or

(b) on the day it terminates where more than half of the hours worked fall on that day.

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 considered 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.

24.09 Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal working day.

24.10 If an employee is given less than ***forty-eight (48) hours'*** ~~seven (7) days'~~ advance notice of a change in that employee's shift schedule, the employee will receive a premium rate of time and one-half (1.5) for work performed on the first (1st) shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time.

24.11 Within five (5) days of notification of consultation served by either party, the Union shall notify the Employer in writing of the representative authorized to act on behalf of the Union for consultation purposes.

Terms And Conditions Governing The Administration Of Variable Hours Of Work in clauses 24.12 to 24.15 inclusive

24.12 The terms and conditions governing the administration of variable hours of work implemented pursuant to paragraphs 24.05(a)(iii) and GL/GS 24.05(a)(iii), and clauses 24.06 and GL/GS 24.06 are specified in clauses 24.12 to 24.15. This Agreement is modified by these provisions to the extent specified herein.

24.13 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.

24.14

Sub-clauses 24.14(a) and (b) do not apply to bargaining unit employees classified as GL or GS.

…

(b) Such schedules shall provide an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule. The maximum life of a schedule for day shift workers shall be ~~twenty-eight (28) days~~ ***three (3) months***. The maximum life of a shift schedule for shift workers shall be one hundred and twenty-six (126) days.

Sub-clauses 24.14(c) and (d) apply only to bargaining unit employees classified as GL or GS.

…

(d) Such schedules shall provide an average of forty (40) hours of work per week over the life of the schedule. The maximum life of a schedule for day shift workers shall be ~~twenty-eight (28) days~~ ***three (3) months***. The maximum life of a shift schedule for shift workers shall be one hundred and twenty-six (126) days.

…

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

Paragraph 24.15 (g) does not apply to employees working compressed hours; the overtime provisions of 27.01 apply instead.

(g) Overtime

Overtime shall be compensated for all work performed on regular working days or on days of rest at time and three-quarters (1.75).

RATIONALE

Union Proposal

Currently at CFIA, employees who are in the General Labour and Trades (GL) and General Services (GS) groups have a workweek that is 2.5 hours longer per week (or 30 minutes longer per day) than their colleagues who are in other groups and classifications. As at October 31, 2018, there were a total of 61 (56 GL and 5 GS) members, representing 1.5 per cent of the PSAC membership at CFIA. The Union proposes to harmonize the GL/GS hours of work with the rest of the workforce at CFIA by reducing their workweek to 37.5 hours without any reduction in pay.

The Union submits that such a change in the hours of work for the GL/GS group would be significant for the 61 members in this group. On the other hand, this would have minimal financial or operational impact on the Agency, considering the fact that this would only impact 1.5% of the total workforce at CFIA.

The Canada Revenue Agency (CRA) formerly known as the Canada Customs and Revenue Agency, another separate Agency of the Federal Government, took this exact action approximately 20 years ago, standardizing the work week of its GL/GS employees at the same number of hours per week as all of its other employees.

Other federal public sector employers, have done the same. The National Capital Commission (NCC) as well as many airports, have reduced the work week for their GL and GS employees without a reduction in salary They have recognized that the work can be done on a 37.5-hour work week schedule, without negatively impacting their operations. This change also recognizes and assists employees with their work/life balance, thus improving morale in the workplace and along with it, productivity.

The PSAC submitted the same proposal in the 2011 round of bargaining which also ended up before a Public Interest Commission. The report of the Commission chaired by Mr. L.

Slotnick, which was issued on July 25, 2013, included a recommendation to accept the Union proposal. In support of this recommendation, the report stated: *"the PIC views the work week for the small group of GL and GS employees as an anomaly that should be corrected. As noted above, reducing the work week for these employees with no loss of annual pay would not be precedent-setting, as it is already in place at another federal agency. The PIC therefore recommends that the bargaining agent's proposal and all consequent amendments be included in the collective agreement."*

We urge the Commission to recommend this long-overdue change to the hours of work for GL and GS employees.

The Union also proposes to ensure that there are negotiations between the parties where an issue as fundamental as the structure of employees' hours of work are involved. Where the Employer wants to make day workers into shift workers, or vice versa, the existing language only allows for consultation. Within that consultation, the bar that the Employer must pass is establishing a requirement regarding service or efficiency, both of which are almost completely defined by the Employer itself. There is little protection offered to employees under this language.

The Union is seeking better protections for its members' hours of work and schedules. There are sharp differences between the provisions for day workers and shift workers. The former can rely on a schedule in a fairly tight window of time, while shift workers can be scheduled to work at virtually any time. While there are stipulations around scheduling and premiums for shift workers, it remains that rotating shifts are detrimental to the health of employees.

Employees base their lives around their work schedule. An employee who has been a day worker their entire career, would have built up supports and activities outside of work which accord with that schedule. Child care, pickups and drop-offs from school, elder care or other such family obligations would be based on the employee's expected working

hours. Further, employees plan their leisure activities so as not to conflict with their work schedule. This may involve participation in the community through volunteering, in artistic or athletic activities, or any other such endeavours. The Union objects to a scenario where the Employer can unilaterally switch workers to shift patterns simply to help the employer balance the books.

For example, the Employer could claim that they must switch a day worker to a shift worker to avoid incurring overtime. They could even claim that this change is required for short periods of time to avoid such overtime. While the Union would strenuously argue that this violates the spirit of the Agreement, the language may well support the Employer's contention.

Even falling short of the Union's proposal for mutual agreement, under the current language, there is not even a requirement for the Employer to show that the change is necessary to meet operational requirements, which is a higher bar and which is a concept that is established through jurisprudence. The current bar is not high enough to make the change from day worker to shift worker or vice versa.

Changing a fundamental working condition such as hours of work should be the subject of negotiations between the parties. The Union respectfully requests for the panel to curtail the Employer's ability to unilaterally force employees to work shift patterns, which they were not necessarily hired to do.

The Union is also seeking a change in Clause 24.05 (b) (iv) to post the shift schedules fifteen (15) instead of the current seven (7) days in advance of the starting date of the new schedule for the same reasons cited above. As employees base their lives around their work schedule, it is only fair to them and beneficial to the Employer to provide the shift schedule to these employees far enough in advance so that they are able to meet their work obligations while not totally disrupting their family and work life balance.

In light of these reasons, the Union respectfully asks the Board to include this proposal in its recommendations.

Employer Proposal

Among the many Employer changes to this article, the Employer has proposed reducing the period where a penalty would be payable for changing a shift worker's schedule on short notice. They have proposed a significant reduction from seven days to 48 hours.

The existing clause pays a penalty for the hardship of rearranging one's life with little notice. Short notice shift changes can result in added cost to employees including arranging for child care, elder care, or for cancelling plans. The substantial reduction proposed by the Employer would interfere with the work/life balance of employees, as the Employer would be able to change shift schedules of shift workers with very little notice, and with no compensation. At its limit, managers could potentially wreak havoc with the lives of members through changes to employees' working hours.

The Union respectfully submits that there is no demonstrated need for such a proposal. The Employer has given no detailed rationale for this proposal beyond a vague reference to requiring "flexibility". This provision has been a part of the collective agreement at the core public administration since 1971 and at CFIA since its inception in 1997 and there has been no case made for its removal.[182] The Employer has provided no evidence as to the hardship that the existing penalty imposes on them, nor have they provided any costing information on how much this change would save them.

Also, in the name of "flexibility" and meeting "business needs", the Employer is seeking even more significant, far reaching and precedent setting changes to Article 24. Among these changes, the Employer is proposing to tie the hours of work of a significant, but yet

[182] Hours of work_2 (Core Administration)

Hours of work_1 (CFIA CA exp 1999)

undetermined, number of employees to those who work in “Inspectorate” positions. The changes include:

- Creating a two-tiered hours of work system, one for “Inspectorate” positions and the other for the rest of PSAC members covered by this collective agreement.
- Hours of work of members in the “Inspectorate” will functionally be solely determined by the Employer.
- Elimination of the Monday to Friday as the normal workweek and its replacement with a seven (7) day workweek.
- Daily work periods can be scheduled between six (6) a.m. and ten (10) p.m. instead of the current six (6) p.m. in the collective agreement.
- No more guarantee of having two consecutive days of rest, as these will now be subject to “operational requirements of the service”.
- Elimination of the premiums and overtime pay currently attached to the current language in the collective agreement, amounting to a significant financial loss for our members.

Once again, the employer has provided no demonstrated need for these major concessions, other than cost savings that will be taken directly from the pockets of members of this bargaining unit. The current language in the collective agreement includes provisions that would allow the Employer to meet changing business needs without the gutting of current contract language and provisions, provided they compensate employees fairly for overtime / shift work.

In light of these reasons, the Union respectfully asks the Board to not include the Employer’s proposal in Article 24 in its recommendations.

PSAC PROPOSAL

ARTICLE 27
OVERTIME

The union revises original proposal in Clause 27.08 (a) and (b)

27.01 ~~Each fifteen (15) minute period~~ ***All*** ~~of~~ overtime ***worked*** shall be compensated for at **double time.** ~~the following rates:~~ ***All overtime is pensionable time.***

~~(a) time and one-half (1.5) except as provided for in sub-clause 27.01(b) or (c);~~

~~**Sub-clause 27.01(b) does not apply to bargaining unit employees classified as GL or GS.**~~

~~(b) double (2) time for each hour of overtime worked after fifteen (15) hours' work in any twenty-four (24) hour period or after seven decimal five (7.5) hours' work on the employee's first (1st) day of rest, and for all hours worked on the second (2nd) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;~~

~~**Sub-clause 27.01(c) applies only to bargaining unit employees classified as GL or GS.**~~

~~(c) double (2) time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period or after eight (8) hours' work on the employee's first (1st) day of rest, and for all hours worked on the second (2nd) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.~~

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

27.08 (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ~~ten~~ ***fifteen*** dollars ($~~10~~***15***.00) except where free meals are provided.

(b) When an employee works overtime continuously extending three (3) hours or more beyond the period provided for in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of ~~ten~~ ***fifteen*** dollars ($~~10~~***15***.00) for each additional three (3) hour period thereafter, except where free meals are provided.

(c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

(d) Meal allowances under this clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

RATIONALE

The Union's overtime and meal allowance proposal includes two parts. A proposal for double overtime for all overtime, and the $15 meal allowance. The employer proposal of assignment of overtime work and meal allowance will also be addressed in this section.

First, the Union proposes that all overtime be compensated at the rate of double time. This proposal simplifies and streamlines the input of overtime pay. Overtime, a form of non-basic pay, has been regularly missing or miscalculated by the Phoenix pay system. Currently, overtime can be earned at a variety of rates: 1.5 times the base rate, 1.75 times the base rate, and double time in specific situations. The union's proposal simplifies the input of overtime to a single rate. Further this proposal recognizes that any overtime is a disruption of the work/life balance. For non-shift workers, Sunday is currently paid at double time and any extra time worked is equally as important as your second day of rest.

Second, the Union is proposing an increase in overtime meal allowance. The allowance has not been increased for this bargaining unit since 2003—sixteen years ago. What's more, the increase at that time was a mere 50 cents. In the span of that sixteen years food

costs have been impacted by inflation which has increased almost 33% since 2003. As such, an increase in overtime meal allowance is well overdue. Overtime meal allowance for shift workers has been increased several times via PSLRB interest arbitration for several PSAC bargaining units over the last several years.[183] In recent rounds of negotiations, The Employer has agreed to a $12 meal allowance in the core federal public service for the following groups: FB (PSAC); AI, PR, and RO (Unifor); El (IBEW); FI (AFCO); FS (PAFSO); SR€ (FGDCA); SR€ and SR(W) (FGDTLC); SO (CMSG); SP, NR, CS, and SH (PIPSC); and EC and TR (CAPE).

The Union submits the same should apply here. Currently, the Employer provides a meal allowance of $10 in circumstances where meals are not provided, and the employees are required to work more than three (3) hours of overtime. In terms of demonstrated need, when this situation does arise, the Union submits that it is difficult, if not impossible, to purchase a meal for no more than $10. To this point, Restaurants Canada's 2019 Food Service Facts stated that restaurant menu prices in Canada rose 4.2% in the last year alone—the largest one-year increase since the introduction of the goods and services tax (GST) in 1991.[184]

For those reasons, the Union respectfully requests that the Commission include the Union's proposals in its recommendation.

[183] OVERTIME_1

[184] OVERTIME_1

PSAC PROPOSAL

ARTICLE 28
CALL-BACK PAY

Amend to read:

28.01 If an employee is called back to work:

(a) on a designated paid holiday which is not the employee's scheduled day of work;

or

(b) on the employee's day of rest;

or

(c) after the employee has completed his or her work for the day and has left his or her place of work, and returns to work, the employee shall be paid the greater of:

(i) compensation equivalent to three (3) hours' pay at ***double time*** ~~the applicable overtime rate of pay~~ for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period. Such maximum shall include any reporting pay pursuant to clause 31.06 and the relevant reporting pay provisions;

or

(ii) compensation at the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

(d) The minimum payment referred to in 28.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 61.06 of this collective agreement.

~~(e) When an employee completes a call-back requirement without leaving the location in which the employee was contacted, the minimum of three (3) hours provided for in sub-clause 28.01(c) shall be replaced by a minimum of one (1) hour which shall apply only once in respect of each eight (8) hour period~~.

28.02 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

RATIONALE

The Union proposals in Clause 28.01 (c) an (e) to provide for double time compensation for all instances of call back, is consistent with the changes we are seeking in Article 27 (Overtime). As we have argued in our rationale for Article 27, the Union proposes that all overtime be compensated at the rate of double time. This proposal simplifies and streamlines the input of overtime pay. Overtime, a form of non-basic pay, has been regularly missing or miscalculated by the Phoenix pay system. Currently, overtime can be earned at a variety of rates: 1.5 times the base rate, 1.75 times the base rate, and double time in specific situations. The union's proposal simplifies the input of overtime to a single rate. Further this proposal recognizes that any overtime is a disruption of the work/life balance. For non-shift workers, Sunday is currently paid at double time and any extra time worked is equally as important as your second day of rest.

In light of these reasons, the Union respectfully asks the Board to include this proposal in its recommendations.

PSAC PROPOSAL

ARTICLE 33
TRAVELLING TIME

33.01 For the purposes of this collective agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

33.02 When an employee ~~is required to~~ travel**s** outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 33.03 and 33.04. Travelling time shall include time necessarily spent at each stop-over en route ~~provided such stop-over is not longer than four (4) hours.~~

33.03 For the purposes of clauses 33.02 and 33.04, the travelling time for which an employee shall be compensated is as follows:

(a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.

(b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.

(c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

NEW

(d) The employee will be compensated at the applicable hourly rate for all travelling time between the temporary accommodation and the temporary workplace.

33.04 ~~If an employee is required to travel as set forth in clauses 33.02 and 33.03:~~ ***When in the performance of his or her duties, an employee is required by the Employer to travel, time necessarily spent in such travel shall be considered as time worked and compensated for as follows***

~~(a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.~~

~~(b)~~**(a)** On a normal working day ~~on which the employee travels and works~~, the employee shall be paid:

(i) his or her regular pay for the day for a combined period of travel and work ~~not exceeding his or her regular scheduled working hours~~;

and

(ii) at the applicable overtime rate for additional travel ***and/or work*** time in excess of his or her regularly scheduled hours of work and travel~~, with a maximum payment for such additional travel time not to exceed fifteen (15) hours pay at the straight-time rate of pay.~~

~~(c)~~**(b)** On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for ***all*** hours travelled ***and/or worked*** ~~to a maximum of fifteen (15) hours pay at the straight-time rate of pay~~.

RATIONALE

The travelling time article in the collective agreement reflects an outdated view of the work members do when travelling. The Union is proposing to modernize this article that better matches the work that they do when travelling on behalf of the Employer. The Union is proposing a second change regarding how to deal with stopovers to ensure that members are properly compensated for the time that they are captive when travelling.

The issue of stopovers is a simple one: members should be compensated for the time that they are captive in a travel situation. The existing language limits compensation to a maximum of three hours for a stopover when in transit. The range of employees' travel in PSAC bargaining units varies significantly. While there may be travel between two major Canadian cities, requiring short stopovers, many may involve employees travelling to remote places with minimal air service, requiring long periods of time waiting between flights. Flying to the Territories, or to other remote locations oftentimes may entail long stopovers and significant waiting time. Additionally, during winter, flights often get delayed or cancelled. An employee who is stuck in an airport during a stopover which is

extended due to weather or other reasons beyond his/her control would be captive and not compensated for such inconveniences due to the existing language in the collective agreement.

The Union respectfully submits that where an employee is captive, they should be compensated for such captivity. The Union proposes to replace the limit of three hours' compensation with full compensation for the duration of the captive time during travel.

With respect to 33.04, the Union is proposing to move from a complicated system where work or travel is worth one thing on a certain day, but something different on another day, to a simple system that reflects the reality of employees' working lives. The Union proposes to simply treat travelling time as working time, regardless of the day or time that it is done.

This proposal modernizes the language to reflect the differences in the way that work is being performed. With access to email, smart phones, laptops, ubiquitous wifi and VPNs, members are often working during their period of travel. The Union respectfully submits that there is no good reason to continue to distinguish between "work" and "travel". An employee is captive during that period of time when travelling for the Employer and should be compensated as such.

Both changes reflect a similar approach that is taken in Provincial public service collective agreements. Surveying all ten provincial agreements, the Union notes that all of the comparable, large provinces: Alberta, BC, Ontario and Quebec feature rules similar to what the Union is proposing, where time spent travelling is considered time worked. Only one other agreement features a rule that is anything other than what the Union is proposing.

Provision	Province(s)
Treat all travel time as time worked	Alberta, BC, Ontario, Quebec, Saskatchewan
Travel time to be compensated as straight time	Newfoundland
No clear provision in the collective agreement	Manitoba, New Brunswick, Nova Scotia, PEI

See Reference Travel Time_1.

While it is difficult to cost the Union's proposals precisely, even if there are large increases in overtime cost due to this change, which the Union would not expect to be the case, this proposed change would therefore be of minimal cost.

Based on the principle of being compensated for time spent working and/or travelling on behalf of the Employer, on the fact that comparator agreements feature this provision, and on the minimal cost, the Union respectfully asks the Commission to include the Union's proposal in its recommendations.

PSAC PROPOSAL

ARTICLE 34
COMPENSATORY LEAVE WITH PAY

34.01 Upon request of an employee ~~and at the discretion of the Employer~~ ***and with approval of Employer,*** compensation earned under Article 27 - Overtime; Article 28 - Call-Back Pay; Article 29 – Standby; Article 30 – Reporting Pay; and travelling time compensated at an overtime rate under Article 33 - Travelling Time, may be taken in the form of compensatory leave, which will be calculated at the premium rate laid down in the applicable Article.

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

34.03 Compensatory leave earned in a fiscal year and outstanding as of September 30th of the following fiscal year shall be paid in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment to his or her substantive position at the end of the fiscal year in question. The Employer will endeavour to make such payment by the fourth (4th) week of the commencement of the first pay period after September 30th.

34.04 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, 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.

34.05 When an employee dies or otherwise ceases to be employed, accumulated compensatory leave shall be paid out in whole to the employee or the employee's estate, calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position at the time his or her employment ceases.

EMPLOYER PROPOSAL

34.01 Upon request of an employee and ~~at the discretion of~~***with the approval of*** the Employer, ***or at the request of the Employer and with the concurrence of the employee,*** compensation earned under Article 27 - Overtime; Article 28 - Call-Back Pay; Article 29 – Standby; Article 30 – Reporting Pay; and travelling time compensated at an overtime rate under Article 33 - Travelling Time, may be taken in the form of compensatory leave, which will be calculated at the premium rate laid down in the applicable Article.

…

34.03 Compensatory leave earned in a fiscal year and outstanding as of September 30th of the following fiscal year shall be paid at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment to his or her substantive position at the end of the fiscal year in question. ~~The Employer will endeavour to make such payment by the fourth (4th) week of the commencement of the first pay period after September 30th.~~

34.04 At the request of the employee and with the approval of the Employer ***or at the request of the Employer and with the concurrence of the employee,*** 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.

…

NEW

34.07 ***When a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment within eight (8) weeks following the end of the pay period in which the employee requests payment, or, if the payment is required to liquidate compensatory leave unused at the end of the fiscal year, the Employer will endeavour to make such a payment within eight (8) weeks of the commencement of the first pay period after September 30th of the following fiscal year.***

RATIONALE

The Union believes that the parties are close to an agreement on Clause 34.01, as our respective proposals are similar. The obstacle for an agreement on changes in this article centers around the Employer proposals in Clauses 34.03, 34.04 and 34.07.

Employer proposed change to Clause 34.03 is tied to the change they are seeking under the New 34.07, which would essentially increase the period for the processing of the compensatory leave payment by doubling the period from the current fourth (4th) week to the eight (8th) week of the commencement of the first pay period after September 30th.

The change being sought by the Employer in Clause 34.04 would restrict the employee's ability to have their compensatory leave paid only once per fiscal year, which is a departure from the current more open provisions contained in the current clause of the collective agreement. In all case above, the Employer has not presented a demonstrated need for such changes, which will have a negative impact on our member's ability to be paid their earned compensatory leave upon their request and in a timely fashion. As such, the Union asks the Board not to include the Employer proposal in its recommendations.

PSAC PROPOSAL

ARTICLE 43
MATERNITY-RELATED REASSIGNMENT OR LEAVE

43.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the ***nursing period*** ~~fifty-second week following the birth~~, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.

43.02 An employee's request under clause 43.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. ~~Depending on the particular circumstances of the request, the Employer may obtain an independent medical opinion.~~

43.03 An employee who has made a request under clause 43.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

(a) modifies her job functions or reassigns her;

or

(b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

43.04 Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.

43.05 Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence with~~out~~ pay to the employee for the duration of the risk as indicated in the medical certificate. ~~However, such leave shall end no later than fifty-two (52) weeks after the birth.~~

RATIONALE

The Union seeks to extend the reassignment or leave for the entirety of the mother's breastfeeding period. There are also other proposed amendments to the article, the most significant of which was that leave for the duration of the risk to the pregnant or nursing mother should be with pay rather than without.

The nationally and internationally recommended breastfeeding period is 104 weeks and beyond after the birth of the child. The current collective agreement allows for maternity related reassignment or leave up to 52 weeks after the birth of the child. Treasury Board previously had a policy which, given it was not enshrined in a collective agreement, was unilaterally rescinded without consultation with the Union on July 19th 2010. (Appendix MRRL 2)

The former policy not only recognised that certain working situations presented hazards for breastfeeding, but also allowed for reassignment or leave throughout the breastfeeding period with no set limit in weeks. The Treasury Board policy stated:

To alleviate, during the period of pregnancy and nursing (breast-feeding), health concerns of employees who are exposed to certain biological, chemical, physical, or psycho-social hazards in the workplace such as may exist in laboratories, on ships or construction sites, or at remote sites.

(…)

It is government policy that departments will make a reasonable effort to modify job duties or reassign or transfer pregnant or nursing employees who are concerned about the performance of certain duties during their pregnancy or while nursing.

(…)

Should accommodation not be reasonably practicable or should the pregnant or nursing employee refuse such accommodation, the employee may be required to take leave without pay in addition to other leaves provided for in her collective agreement or in Treasury Board policies.

Upon rescinding the policy, the information bulletin released by Treasury Board on July 19th 2010 to Deputy Heads, Heads of Human Resources and Chiefs of Staff Relations on staff relations instructed that: “Requests for Maternity-Related Reassignment or Leave are to be governed by the applicable collective agreement of the requesting employee” (Appendix MRRL 3).

The Union was thus proposing that the language in the current collective agreement be extended so that the recommended period of breastfeeding would be fully covered as it was under previous Treasury Board policy.

The Union additionally believes it is possible for the Employer to find safe alternative work for the members of the bargaining unit and that no employee should be forced onto leave without pay when requiring an accommodation of this nature.

Indeed, a provision to place an employee on leave with pay, as contained in the Union demand, if the Employer cannot find alternative work would have the effect of encouraging the Employer to find alternative duties that can be safely performed by the pregnant or nursing worker.

The concept of having paid leave when a worker cannot be accommodated via job modification or reassignment exists in only one provincial jurisdiction. Québec has the *For a Safe Maternity Program* which grew out of protections contained in the *Act Respecting Occupational Health and Safety* and the *Act Respecting Industrial Accidents and Occupational Diseases.* (Appendix MRRL 4). Under sections 46-48 of the Quebec *Act Respecting Occupational Health and Safety,* reassignment is allowed until such time that a child is weaned. (Appendix MRRL 5):

A worker who furnishes to her employer a certificate attesting that her working conditions involve risks for the child she is breast-feeding may request to be re-assigned to other duties involving no such risks that she is reasonably capable of performing.

(…)

If the requested re-assignment is not made immediately, the worker may stop working until she is reassigned or the child is weaned.

Furthermore, the Quebec For a Safe Maternity Experience program guarantees an income replacement indemnity equal to 90% of her weighted net income, up to a maximum of $76,500 (maximum yearly insurable earnings). This indemnity is not taxable (Appendix MRRL 4). Every single worker in the province of Quebec is covered by legislation provide pregnant and nursing employees leave with pay for the entire length of breastfeeding period if no reassignment is possible. Federal public service workers at CFIA deserve no less.

At the Federal level, a provision in section 132.5 of the *Canada Labour Code, Part II, Occupational Health and Safety,* also provides for leave with pay for the period the nursing employee has informed the employer that they requires a job modification or reassignment and the employer is seeking to make this accommodation. Section 132.5 says (Appendix MRRL 6):

"*The employee, whether or not she has been reassigned to another job, is deemed to continue to hold the job that she held at the time she ceased to perform her job functions and shall continue to receive the wages and benefits that are attached to that job for the period during which she does not perform the job*."

We believe that this improvement to our collective agreements is necessary for a number of reasons:

- The duty to accommodate pregnant or nursing workers should not result in them having to shoulder the financial burden of taking leave without pay if their job cannot be made safe, or if they cannot be reassigned. It is the Employer's duty to provide a safe work environment, as established through health and safety and human rights/no

harassment jurisprudence. It would stand to reason, therefore, that if this safe work environment cannot be provided by the Employer, then the Employer should pay for the employee's period of leave.

- If the Employer takes the time and makes a genuine attempt to modify the job of a pregnant or nursing member, and/or makes a genuine attempt at reassigning the member to a safe job, then the actual costs of sending members on leave with pay should be minimal. It is in the Employer's best interests to follow the steps outlined in the Collective Agreement, and try to accommodate the employee, as the result will be fewer members being sent on leave with pay.

- It could be only a matter of time before a grievance or human rights complaint is filed on the issue of being on leave without pay, claiming it to be discrimination based on sex or family status. There is also the possibility of a member pursuing legal action if her child incurs health problems for example due to being exposed to a toxin through breast milk. The Employer could avoid these problems by granting leave with pay in 43.05.

The Union respectfully requests that its proposals be included in the Commission's recommendation.

PSAC PROPOSAL

ARTICLE 46
LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

The union revises original proposal as per below:

46.01 For the purpose of this Article, family is defined as: ~~**per Article 2**~~**.**

(a) spouse or common-law partner resident with the employee;

(b) dependent children (including foster children or children of spouse or common-law partner, ward of the employee);

(c) parents (including step-parents or foster parents), father-in-law, mother-in-law;

(d) brother, sister, step-brother, step-sister;

(e) grandparents and grandchildren of the employee;

(f) any relative permanently residing in the employee's household or with whom the employee permanently resides; or

(g) any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.

NEW

Or

(h) a person who stands in the place of a relative for the employee whether or not ***there is any degree of consanguinity between such person and the employee.***

46.02

The total leave with pay which may be granted under this Article shall not exceed ~~thirty-seven decimal five (37.5)~~ ***seventy-five (75)*** hours, or ~~forty (40)~~ ***eighty (80)*** hours where the standard work week is forty (40) hours, in a fiscal year.

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

(a) to take a ~~dependent~~ family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;

(b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;

(c) to provide for the immediate and temporary care of ~~an elderly~~ member of the employee's family;

(d) leave with pay for needs directly related to the birth or to the adoption of the employee's child, ***or for needs related to assisted reproduction*****;**

(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) ~~seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours, or eight (8) hours out of the forty (40) hours where the standard work week is forty (40) hours, stipulated in clause 46.02 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.

NEW

(h) ***to visit with a terminally ill family member***

NEW

(i) It is recognized by the parties that the circumstances which call for leave in respect of family-related needs are based on individual circumstances. On request, the Employer 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 46.02 and 46.03.

RATIONALE

In addition to the proposal dealing with the expansion of the definition of the 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*** in Clause 46.01, the Union has five proposals in this Article. The inclusion of such language into a Collective Agreement recognizes the diverse nature of some family

relationships, which has been accepted by the Employer elsewhere within the core public service. The language proposed for addition as NEW 46.01 (h) currently exists in the EB Collective Agreement between the Treasury Board and the PSAC

The Union is seeking to increase the amount of family-related responsibility leave available to employees to 75 hours annually from 37.5 hours or 80 hours for those who work a 40 hour workweek. The pressure on workers to care for family while juggling full-time jobs has increased in recent years and the current quantum is insufficient to meet the needs of employees.

Economic and societal trends that have emerged over the past few decades have led to workers in Canada having children later than previously. Indeed, according to many economists, as described in a study by Mills et al. 2015:

“A second set of arguments, primarily made by economists, links early child-bearing to a high motherhood ‘wage penalty’ and demonstrates that postponement of motherhood results in substantial increases in earnings, particularly for higher educated women and those in professional occupations.”[185]

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

In 2011-2013, Dr. Linda Duxbury of Carleton University’s Sprott School of Business, and Dr. Christopher Higgins of the University of Western Ontario’s Ivey School of Business

[185] Family Related Responsibility Leave_1

conducted a study of more than 25,000 employed Canadians which focused on the work-life experiences of employed caregivers.[186]

Among their findings were:

- Of the 25,021 employees surveyed, 25 per cent to 35 per cent are balancing work, caregiving and/or childcare. Sixty percent of those in the caregiver sample are in the sandwich group.
- Forty percent of the 25,021 employees in the survey sample reported high levels of overload both at work and at home. Employees in the sandwich group reported the highest levels of overload. Employees in the caregiver sample stated that they cope with conflict between work and caregiving by bringing work home and giving up on sleep, personal time and social life — strategies that put them at higher risk of experiencing burnout and stress.

One of the recommendations of this major study is that employers provide more flexibility in work hours and leave.

A review in Statistics Canada's 2004 Labour and Income publication also recognized the presence of a sandwich generation in Canada and described its impact:

However, caregiving often leaves little time for social activities or holidays. More than a third found it necessary to curtail social activities, and a quarter had to change holiday plans. Often a call for help can come in the night and the caregiver must leave the house to provide assistance. Some 13 per cent experienced a change in sleep patterns, and the same percentage felt their health affected in some way. While 1 in 10 sandwiched workers

[186] Family Related Responsibility Leave_1

lost income, 4 in 10 incurred extra expenses such as renting medical equipment or purchasing cell phones.[187]

Bargaining demands from our membership consistently identify improvements to family-related responsibility leave provisions as a high priority. Given that the studies also demonstrate that employees are experiencing increased pressures due to caregiving responsibilities, we respectfully ask the Commission to recommend an increase in the amount of family-related leave available to our members.

Employees at the Canada Revenue Agency, also PSAC members, have access to 45 hours per year of paid family-relative responsibility leave. This is 7.5 hours (or 20 percent) more per year leave than are available to PSAC members in the core public administration or at CFIA.[188]

The CRA bargaining unit was carved out of a core public service table, the PA group, in 1999. The SP classification at CRA came into effect in November 1, 2007 after a classification review was completed. The mandate for bargaining at the CRA is also set by Treasury Board.

The Union believes that there is no justification for Treasury Board or CFIA to provide family-related responsibility leave provisions to employees in CFIA that are inferior to those enjoyed by employees of the CRA. We respectfully request that the Commission recommend our proposal.

Second, the Union is looking to allow employees to use this clause to provide the immediate and temporary care of any family member, not necessarily an elderly one in 46.03 (c). This may be in the case of a disabled child or family member who requires extra care. The Union expects this to be used infrequently, but for those who must make such

[187] Family Related Responsibility Leave_1

[188] Family Related Responsibility Leave_1

arrangements for a family member, this leave would be a substantial benefit. We are also looking to delete the word ”dependent” in 46.03 (a). in both cases, this would be consistent with the language in the same clause in the PA collective agreement at the core.

Third, the Union proposes to delete the word “unforeseeable” from 46.03 (f) which allows members to use this leave during the closure of a school or daycare. Whether this is due to a scheduled closure or not, parents, especially single parents are often scrambling to find child care when a daycare or school is closed. Labour disputes in these institutions are good examples of a closure which is not unforeseen, but where parents may not have options regarding where to send their children for the period of closure.

Fourth, the Union proposes to lift the existing limitation on how much of this leave can be used for clause g), which is for appointments with a lawyer or a financial professional. When an employee is undergoing changes in their lives, be it buying a house, or going through a marriage break-up, there may be serious situations that would require more time than 7.5 hours to meet such professionals.

Finally, under this Article, the Union is seeking to include “to visit with a terminally ill family member” in the list of circumstances under which the Employer shall grant the employee leave with pay. Employees should not be denied the opportunity to spend final moments with a terminally ill family member. The article currently allows for family-related leave in circumstances involving care only. The Union is seeking explicit language that provides for visitation of a terminally ill relative so that this specific situation is not left open to differing interpretations regarding the provision of care.

PSAC PROPOSAL

ARTICLE 47
LEAVE WITHOUT PAY FOR PERSONAL NEEDS

47.01 Leave without pay will be granted for personal needs in the following manner:

(a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;

(b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;

(c) an employee is entitled to leave without pay for personal needs ~~only~~ once ***in every 10 year period*** under each of sub-clauses (a) and (b) during the employee's total period of employment in the Public Service and the Canadian Food Inspection Agency. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

RATIONALE

A changing demographics that includes aging parents and young children may make it necessary for an employee to require more leave to deal with matters of a personal nature not covered in other sections of the collective agreement. It is important to recognize that even expanding the current entitlement in 47.01 to be taken once every 10 years, the cost to the Employer is not prohibitive. In fact, providing such leave should be considered in a positive light, since as with other types of leave, productivity increases when employees have adequate access to leave provisions.

Notwithstanding the above, it is important to note that a) the leave is without pay, and b) the leave is subject to operational requirements, which means that the Employer still has a great deal of control over the granting of this leave.

The Union therefore respectfully requests that the proposals be incorporated into the Commission’s recommendation.

PSAC PROPOSAL

ARTICLE 50
BEREAVEMENT LEAVE WITH PAY

The union revises original proposal as per below:

Add **NEW**:

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

- 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 under 47.01 (a) only once during the employee's total period of employment in the public service.

Renumber accordingly

50.01 When a member of the employee's family dies, the employee shall be entitled to a 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 three (3) days' leave with pay for the purpose of travel related to the death.

(a) At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.

(b) When requested to be taken in two (2) periods:

(i) The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death; and

(ii) The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.

(iii) The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.

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

50.03 If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 50.01 and 50.02, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

50.04 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the President 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 50.01 and 50.02.

RATIONALE

The inclusion of such language into a Collective Agreement recognizes the diverse nature of some family relationships, which has been accepted by the Employer elsewhere within the core public service. The language proposed for addition as New to Article 50 currently exists in the EB Collective Agreement between the Treasury Board and the PSAC.

22.02 Bereavement leave with pay

a. For the purpose of this clause, “family” is defined per Article 2 and in addition:

i. 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. With respect to this person, an employee shall be entitled to bereavement leave with pay once in the federal public administration.

22.09 Leave without pay for the care of family

a. For the purpose of this clause, “family” is defined per Article 2 and in addition:

i. 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.

22.12 Leave with pay for family-related responsibilities

a. For the purpose of this clause, family is defined as:

…

viii. 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.

This language was also recently achieved earlier in 2019, during negotiations between the Employer and other bargaining units within the core public service. These include, but are not limited to those with CAPE, ACFO and the Association of Justice Counsel.[189] As such, the Employer has acknowledged that such language is required in settlements with other Bargaining units and dare we state, a pattern has emerged. Members of the CFIA bargaining unit seek the same provisions be included in their collective agreement.

Furthermore, the Union is seeking the inclusion of aunt and uncle in Clause 50.02, which means that an employee will now be able to take one (1) day's bereavement leave with pay in case of their death. We submit that this is an important addition that recognizes the fact that aunts and uncles are an important part of the employee's diverse family relationships, especially in the context of changing demographic composition in the workforce in Canada.

The Union therefore respectfully requests that the proposals be incorporated into the Commission's recommendation.

[189] Core public service language_1

PSAC PROPOSAL

ARTICLE 53
EXAMINATINON LEAVE WITH PAY

Examination Leave With Pay

53.07 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination, ***including on-line examination***, which takes place during the employee's scheduled hours of work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications.

RATIONALE

The only change the union is seeking in Clause 53.07 is to update the language and make it consistent with the times and changing technology by the inclusion of on-line examination in the leave provisions provided for in this article. During the discussions at the table, the Employer acknowledged that we were of the same mind on this issue but that they had no mandate from Treasury Board to implement this simple change.

Considering the above, the Union respectfully requests that its proposal be included in the Commission’s recommendation.

PSAC PROPOSAL

ARTICLE 54
LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

~~**54.02 Volunteer Leave**~~

~~**Sub-clause 54.02(a) does not apply to bargaining unit employees classified as GL or GS.**~~
~~**Sub-clause 54.02(b) applies only to bargaining unit employees classified as GL or GS.**~~

~~(a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, seven decimal five (7.5) hours leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign. For purposes of this clause, a day is equal to seven decimal five (7.5) hours.~~

~~(b) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, eight (8) hours leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign. For purposes of this clause, a day is equal to eight (8) hours.~~

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

54.03 Personal Leave

(a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, ~~seven decimal five~~ ***fifteen*** (~~7.5~~ ***15***) hours leave with pay for reasons of a personal nature. For purposes of this clause, a day is equal to seven decimal five (7.5) hours.

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, ~~eight (8)~~ ***sixteen (16)*** hours leave with pay for reasons of a personal nature. For purposes of this clause, a day is equal to eight (8) hours.

RATIONALE

The Union's proposal under Article 54 would result in the elimination of the Volunteer Leave and its rolling into Personal Leave as per PSAC collective agreements (TC, EB and SV) at the core public administration. The change would not result in any increased costs to the Employer, as members at CFIA would continue to be entitled to the same number of hours currently in the CA but all would be under Personal as opposed to be split between Personal and Volunteer leave.

Thus, the Union respectfully requests that its proposal be included in the Commission's recommendation.

PSAC PROPOSAL

ARTICLE 56
STATEMENT OF DUTIES

56.01

(a) ***Upon hire or*** upon written request, an employee shall be provided with a complete and current statement of the ***specific*** 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, ***supervisory, and reporting relationships, and classification levels of each respective position. Such documentation shall require the signature of both the employee and manager and shall contain language confirming the employee's right to grieve the content of their statement of duties within the prescribed timelines.***

(b) ***As part of an employee's performance appraisal or talent management questionnaire, the employee shall be provided with a complete and current statement of the specific 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, supervisory, and reporting relationships, and classification levels of each respective position.***

(c) ***Upon the transfer into or commencement of a new position at the Canadian Food Inspection Agency, an employee shall be provided with a complete and current statement of the specific 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, supervisory, and reporting relationships, and classification levels of each respective position.***

56.02 All job descriptions shall be gender neutral with the duties classified to ensure equal pay for work of equal value.

56.03

(a) ***Should the Employer change the duties of a position, the changes shall be reviewed and signed off by the employee. An employee's signature on his or her statement of duties will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the revised statement of duties.***

(b) Changes made by the Employer to an employee's statement of duties shall be reviewed in accordance with the Employer's classification system, with the classification of the employee's position confirmed or amended as a result of these changes.

EMPLOYER PROPOSAL

56.01 Upon written request, an employee shall be provided with a***n official*** ~~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.

RATIONALE

Employees in an agency like CFIA rely on their classification to be accurate, providing a link to fair compensation for the work that they do. A classification can only be accurate if the employee's statement of duties is accurate since it is that statement of duties that gets rated according to the relevant classification standard. This determines the number of points that a job is assigned, and thus the classification level of that job. The classification level is of course linked to a specific salary rate.

Similar to the Treasury Board classification standards, those at CFIA are archaic and in dire need of updating. It remains that an accurate job description is required to ensure that an employee fully understands what is required of them, and as a link to fair compensation.

The Union submits that this issue is also one of transparency for employees. It is good practice to ensure that all incoming employees, as well as employees who start a new job, be given their statement of duties within a reasonable period after beginning their job. However, the current situation sees many employees working for significant periods of time without being given their statement of duties. Despite the fact that the work of members at CFIA has changed over the years, the Employer is still delinquent in providing

updated job descriptions that are complete and accurate. The Union submits that this should be rectified.

Similarly, it is important to make sure that all job descriptions and statement of duties adhere to legislation on pay equity and are gender neutral.

The Union respectfully requests that its proposals be included in the Commission's recommendation.

Employer Proposal

The Employer has proposed to strike the words "current and complete" from the clause entitling an employee to their statement of duties upon request. The Union is unclear on what is to be gained from a labour relations perspective by allowing the Employer to provide a statement of duties to an employee which may be incomplete and/or outdated.

An employee's statement of duties provides clear guidance to evaluate performance, provide protection from arbitrary discipline and is the lynchpin to providing fair compensation through the classification system. A statement of duties which is not complete and/or not current could obviously provide misleading information, open an employee to unfair discipline and could result in an inappropriate classification. The Union does not believe that this proposal would serve the parties well, and respectfully submits that this should not be included in the commission's recommendations.

PSAC PROPOSAL

NEW
WHISTLEBLOWING

XX ***No employee shall be disciplined or otherwise penalized, including but not limited to, demotion, suspension, dismissal, financial penalty, loss of seniority, advancement or opportunity in the public service, as a result of disclosing any wrongful act or omission, such as an offence against an Act of Parliament, an Act of a legislature of any province or any instrument issued under any such Act; an act or omission likely to cause a significant waste of public money; an act or omission likely to endanger public health or safety or the environment.***

RATIONALE

This proposal seeks to enhance the protection from reprisals for our members engaging in Whistleblowing.

Effective whistleblowing reinforces a speak-up culture that creates trust and confidence and enhances morale, health, and safety. The benefits of a well-functioning whistleblowing system are well documented[190]. Minor issues or misconduct that goes unchecked can develop into very serious, widespread, costly problems that may significantly harm employees, the organization, the public, or the environment. Our members must feel confident that their anonymity will be preserved and be assured that they are protected from reprisal when they report wrongdoing.

In 2015, the Office of the Public Sector Integrity Commissioner (PSIC) commissioned a study to explore the culture of whistleblowing in the federal government.[191] The researchers' final report summarizes the results of ten focus groups of federal

[190] Canadian Standards Association. 2016. Whistleblowing systems – A guide.

[191] "Exploring the Culture of Whistleblowing in the Federal Public Sector"; prepared by Phoenix Strategic Perspectives Inc. for The Office of the Public Sector Integrity Commissioner of Canada in 2015

http://epe.lac-bac.gc.ca/100/200/301/pwgsc-tpsgc/por-ef/office_public_sector_integrity_commissioner/2016/2015-12-e/report.pdf

government employees and managers across departments and confirmed that fear of reprisals was the central concern among employees (and managers):

> "Routinely identified potential types of reprisals included ostracism, getting fewer projects or losing projects/being blacklisted from assignments, loss of one's job, being re-assigned or transferred, being given work no one else wants or being given an increased workload, harassment, receiving poor evaluations, increased scrutiny of one's own work, inability to get references, and absence of promotion opportunities."

We would argue that the situation at CFIA is consistent with what we see in the core public service.

Other significant issues included concerns about the strength of evidence/proof and whether it meets the criteria of wrongdoing, and lack of anonymity/confidentiality.

The federal *Public Service Employee Survey* affirms the findings: in 2019[192] half of employees felt they could initiate a formal recourse process without fear of reprisal.

The Employer's position at the table has been that there is legislation in place and that the Union's proposal to strengthen protections against reprisals in response to whistleblowing is unnecessary. However, there is overwhelming evidence that the current system fails to protect federal public service workers who report wrongdoing.

The intent of the *Public Servants Disclosure Protection Act* (PSDPA), enacted by the federal government in 2007, was to protect most of the federal public service from reprisals for reporting wrongdoing. However, public servants who report wrongdoing and risk reprisal have dismal chances of success when they file a complaint. Public servants who disclose wrongdoing and the subsequently file a reprisal complaint with the PSIC are extremely likely to have their complaint dismissed before even being heard by a tribunal.

[192]https://www.tbs-sct.gc.ca/pses-saff/2019/results-resultats/bq-pq/86/org-eng.aspx#s8

Only a 4.8% of such complaints went to a tribunal (see the table below). Of those that go to tribunal, even fewer are ruled to be founded. Employees are right to be fearful that the system is stacked against them. These low rates can be explained in part by the shortcomings in the PSDPA and suggest that the PSIC has not proven itself as a trusted independent office. Indeed, in response to numerous complaints, the Auditor General published two scathing reports on both Integrity Commissioners (Christiane Ouimet and Mario Dion)[193].

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	***Total***
Cases of Wrongdoing	1	3	4	2	1	2	3	0	**16**
Possible Reprisals Against Whistleblowers referred to tribunal	3	1	4	3	1	0	1	0	**13**
General Inquiries received	300	244	201	194	165	218	265	316	**1903**
Disclosures of Wrongdoing Received	94	113	84	90	86	81	147	148	**843**
Reprisal Complaints Received	43	24	29	28	30	31	38	54	**277**

Other limitations of the PSDPA for our Members include:

- Narrow understanding of what actions constitute harassment
- Exclusion of security agencies
- Inability for the Commissioner to investigate misconduct in former public servants
- Inadequate provisions for sanctions and corrective action
- Prohibition on usage of private sector information

[193] 2010 December Report of the Auditor General of Canada
http://www.oag-bvg.gc.ca/internet/English/parl_oag_201012_e_34448.html
April Report of the Auditor General of Canada under the Public Servants Disclosure Protection Act
http://www.oag-bvg.gc.ca/internet/English/parl_oag_201404_e_39215.html 2014

The first statutory review of the PSDPA since its implementation included 52 witnesses and 12 briefs. The Committee's[194] review led to 15 key recommendations to improve the Act to ensure the protection of Canadian whistleblowers and the integrity of the public sector. The Committee's report (June 2017)[195] identified six major challenges that need to be addressed in the act, including that

> "The Act does not sufficiently protect whistleblowers from reprisals as most of them face significant financial, professional and health-related consequences;"

and that

> "Public servants and external experts lack confidence in the adequate protection of whistleblowers under the Act, notably due to the potential conflicts of interest of those administering the internal disclosure process."

In his response to the Committee's report, the Honourable Scott Brison, former President of the Treasury Board, agrees and assures Canadians that

> "The Government remains committed to providing public servants and the public with a secure and confidential process for disclosing serious wrongdoing in the federal public sector and enhancing protection from acts of reprisal. We remain committed to promoting and sustaining an ethical workplace culture, and to supporting and strengthening Canadians' confidence in the integrity of the federal public sector.[196]"

The Union submits that employees should not be required to wait and hope that the government of the day takes action to ensure that there are fair protections in place for

[194] Standing Committee On Government Operations And Estimates

[195] Strengthening the Protection of the Public Interest within the Public Servants Disclosure Protection Act https://www.ourcommons.ca/DocumentViewer/en/42-1/OGGO/report-9/

[196] Government response to the Ninth Report of the Standing Committee on Government Operations and Estimates https://www.ourcommons.ca/DocumentViewer/en/42-1/OGGO/report-9/response-8512-421-253

whistleblowers. Current legislation concerning whistleblowing does not provide adequate protections for PSAC members.

In light of the overwhelming evidence demonstrating the need to improve protection for federal public servants who are whistleblowers, the recommendations coming out of the *Standing Committee on Government Operations and Estimates*, the Canadian government's commitment to provide a secure and confidential process for disclosing serious wrongdoing and enhance protection from acts of reprisal, and the amendments to the Act tabled in Bill C-432, the Union respectfully requests that its proposal concerning whistleblowing be included in the Commission's recommendation.

PSAC PROPOSAL

NEW – APPENDIX XX
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CANADIAN FOOD INSPECTION AGENCY
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO MENTAL HEALTH IN THE WORKPLACE

This Memorandum of Understanding is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada regarding issues of mental health in the workplace.

The parties recognize the importance of the work of the national Joint Task Force on Mental Health (JTF), which highlighted the essential need for collaboration between management and unions as one of the key elements for successful implementation of a psychological health and safety management system within the federal public service. Building on the work of the Joint Task Force on Mental Health (JTF), including the establishment of the Centre of Expertise on Mental Health in the Workplace (COE), the parties agree to:

1. ***continue the joint and collaborative work on the implementation of the National Standard on Mental Health in the Workplace, through the National Occupational Health and Safety Policy Committee, and other jointly agreed to committees; and***
2. ***implement and monitor the CFIA Mental Health Strategy; and***
3. ***monitor the work of the Centre of Expertise and adopt best practices highlighted by the COE.***

RATIONALE

In March 2015, the President of the Treasury Board of Canada and the President of the Public Service Alliance of Canada reached an agreement to establish a Joint Task Force to address mental health in the workplace. The Task Force produced three reports as part of its mandate, and following the first report, a federal Centre of Expertise on Mental Health in the Workplace was created in the spring of 2017. The Union believes that the excellent work done by the Joint Task Force needs to be built upon and that CFIA should

take the necessary steps, through a commitment in this collective agreement, to align itself with work happening in the core public service and at CFIA itself. We recognize that the parties at CFIA have made progress in discussing and putting together a mental health strategy in the workplace that must be monitored and successfully implemented. The Union submits there is significant value in making a commitment to continue to work collaboratively towards the National Standard of Canada for Psychological Health and Safety in the Workplace, to monitor CFIA's mental health strategy and monitor/adopt best practices coming out of the Centre of Expertise on Mental Health.

The issue of mental health in federal workplaces is not going away, and indeed appears to be worsening over time.[197] The 2019 Public Service Employee Survey (PSES) results specific to CFIA employees demonstrate that there are some gaps in addressing mental health in the workplace, although on the whole the numbers are positive. When employees were asked if they would describe their workplace as being psychologically healthy, a fifth of the CFIA (21 per cent) respondents disagreed. When asked if they thought CFIA was doing a good job of raising awareness of mental health in the workplace, only nine per cent disagreed. If anything, this is a testament to the collaborative work that is being done and should continue in the workplace. Additionally, 27 per cent of CFIA respondents indicated they feel emotionally drained after their workday and close to a fifth (16 per cent) said their work-related stress is high or very high. Since survey results demonstrate similar numbers between CFIA and the core public service, the Union maintains that if there is an ongoing need for the core public service to engage in meaningful collaborative work on mental health in the workplace, the same should be done at CFIA.

Like workers across the core public service, CFIA employees are exposed to psychological and physical hazards at work. The Union submits that it is important for the parties to continue to work together to build a successful phycological health and

[197] Mental Health disability_1

safety system. Without doubt the nature of work at CFIA has an impact on mental health and the Union believes there's a need to enshrine a commitment with principles in the collective agreement to address the important issue of mental health in the workplace.

The Union respectfully requests that the proposals be incorporated into the Commission's recommendation.

PSAC PROPOSAL

NEW – APPENDIX XX
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CANADIAN FOOD INSPECTION AGENCY
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO CHILD CARE

This memorandum of understanding is to give effect to the understanding reached between the Agency and Public Service Alliance of Canada regarding childcare.

The Agency agrees to the formation of a Joint National Child Care Committee (the Committee). The Committee shall be comprised of four (4) PSAC and four (4) Agency representatives, with additional resources to be determined by the Committee. Costs associated with the work of the Committee shall be borne by the respective parties.

The responsibilities of the Committee include:

a. ***reviewing report findings and recommendations from Joint National Childcare Committee between the Treasury Board and the Public Service Alliance of Canada***
b. ***conducting analyses and research to assess child care and other related support needs, inclusive of children with special needs, and the methods used to meet these needs;***
c. ***researching the availability of quality child care spaces available to employees across the country;***
d. ***examining materials, information and resources available to employees on child care and other related supports;***
e. ***developing recommendations to assist employees' access to quality child care services across the country; and***
f. ***any other work the Committee determines appropriate.***

The Committee shall meet within ninety (90) days of the signing of the collective agreement to commence its work.

The Committee will provide a report of recommendations to the President of the Public Service Alliance of Canada and the President of the Canadian Food Inspection Agency by December 1, 2020. This period may, by mutual agreement, be extended.

RATIONALE

During the last round of bargaining with Treasury Board, PSAC obtained a commitment from Treasury Board to establish a Joint Committee to better address the child care needs of PSAC members in the core public service.[198] The work of the Joint Committee began in September 2017 and the committee received information from child care experts on the state of child care in Canada and on the application of the Treasury Board policy on workplace day care. The joint committee also reviewed collective agreements, policies, resources and measures available that could provide employees with young children assistance in managing work-family balance. A final report with a set of recommendations was signed by both parties on January 22nd, 2019.[199] Overall, the joint committee was successful in exploring a range of issues facing members such as the alarming cost of childcare across the country, lack of spaces especially for infants, and the importance of early information and action for parents. While the committee was successful in writing a joint report with general recommendations it did not focus on some of the unique barriers workers at agencies such as CFIA face.

As a result, the Union wants to ensure that the excellent collaborative work of the Joint National Child Care Committee is not set aside as it can be reviewed and used by Agencies like CFIA to address unique childcare challenges facing their workers. The Union's proposal would continue the work of the Joint National Child Care Committee but within the CFIA context. This MOU is nearly identical to the MOU agreed to last round by Treasury Board outside of two technical responsibilities for the committee. Since CFIA does not have workplace childcare the Union is not proposing a review of workplace childcare. Second, now that a relevant joint report has been completed it makes sense that a CFIA specific joint committee would review recommendations and findings so that work is not duplicated and to see if any proposed solutions make sense within the Agency context.

[198] CHILDCARE_1

[199] CHILDCARE_2

The Union submits that this MOU is an important first step in achieving better support for our members with children and address the unique challenges faced by employees who work in locations across the country, including many in third party establishments. Thus, the Union respectfully requests that its proposals be included in the Commission's recommendation.

PSAC PROPOSAL

NEW ARTICLE
TERM EMPLOYMENT

XX.01 Term employment is one option to meet temporary business needs, such as backfilling temporary vacancies resulting from indeterminate employees on leave or on acting/developmental assignments, or for short-term projects or for fluctuating workloads.

XX.02 This option shall be used only in situations where a need clearly exists for a limited time and is not anticipated to become a permanent ongoing need.

XX.03 A series of term appointments shall not be used to avoid the hiring of fulltime indeterminate employees.

XX.04 Term employees shall be entitled to all of the rights, privileges and benefits of the Collective Agreement, unless explicitly stated otherwise.

XX.05 Term employees shall be treated fairly and responsibly (i.e. reasonable renewal/ non-renewal notice, performance feedback, appointments/reappointments that truly reflect the expected duration of the work, and orientation upon initial appointment).

XX.06 Term employment shall not be used as a substitute probationary period for indeterminate staffing.

XX.07 Where a person who has been employed in the same position 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 agency shall appoint the employee indeterminately at the level of his/her substantive position.

XX.08 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.

XX.09 Periods of term employment where the source of funding for salary dollars is from external sources and for a limited duration (sunset funding) shall not count as part of the cumulative working period. The Agency shall identify a program, project, or initiative as being sunset funded. Term employees shall be advised in writing, at the time that they are offered employment or re-appointed in such programs/projects/initiatives, that their period of employment will not count in the calculation of the cumulative working period for indeterminate appointment. However, periods of term employment

immediately before and after such employment shall count as part of the cumulative working period where no break in service longer than 60 consecutive calendar days has occurred.

Moreover, if a period of term employment that occurs immediately after a period of sunset funding is a continuation of the work or project, which the sunset funding initially supported, but with operational funding for the same purpose, the period of time during which the sunset funding applied will count in the calculation of the cumulative working period as long as no break in service longer than 60 consecutive calendar days has occurred.

RATIONALE

In section 7 of Treasury Board's Term Policy there is a three-year roll-over provision for term employees.[202] The Union proposal at XX.07 is seeking to enshrine Treasury Board's policy language in the collective agreement. Term employees at CFIA do not have access to this longstanding three-year roll-over provision available to comparable workers in the core public service. Agencies like CRA and SSO have term roll-over provisions in their policies for term employees.[203] The Union submits that there is a clear pattern of roll-over provisions in the public service and that there should be roll-over provisions for our members at CFIA. This basic provision helps ensure that term employees are treated fairly and are not unfairly stuck in a state of indefinite precarious work.

The Union's proposal is designed to ensure there are clear and fair rules in place regarding the use of term employment. For the most part, the Union's proposal is seeking to enshrine key segments of the existing Treasury Board policy on term employment in the collective agreement. For example, section 2 of Treasury Board policy makes clear that term employment should be to fill temporary business needs and that it should not be used as an alternative to indeterminate staffing. Likewise, section 7 of Treasury Board's policy outlines sunset funding rules and the Union is seeking this language enshrined in the collective agreement. The Union wishes to also have language in the

[202] TERM_1

[203] TERM_2

collective agreement that clarifies that no artificial breaks in service should be used in order to further protect members.

Currently, there is a significant number of term employees at CFIA and the Union's proposed language could help keep rates of term employment at a more reasonable level. As per employer provided data, term employees represent a quarter of our membership at a rate of 15 per cent. In the core public service, term employment represents 10.6 per cent of employees[204]. Fairer terms and conditions for term employment, as proposed by the Union could help correct a disproportionately increased reliance on term employment at CFIA. The Union respectfully requests that its proposals be included in the Commission's recommendation.

[204] Government of Canada, Privy Counsel Office 26th Annual Report – Key data https://www.canada.ca/en/privy-council/corporate/clerk/publications/26-annual-report/key-data.html

PSAC PROPOSAL

NEW ARTICLE **-** MOU

PREPARATION TIME FOR SLAUGHTERHOUSE INSPECTORS

Add NEW to Article 60 (Wash up Time) or Article 24 (Hours of Work)

XX.01

(a) All employees working in inspection (slaughterhouse) shall be provided a minimum of fifteen (15) minutes at the beginning and fifteen (15) minutes at the end of each shift for tooling up and tooling down. Time spent tooling up and tooling down shall form part of an employee's shift.

(b) In addition to a) above, where there is a need due to the nature of the work, wash-up time will be permitted before the end of the working day.

RATIONALE

The current problem with the work schedule (daily hours of work) for slaughterhouse inspectors at CFIA is that their paid hours are not triggered until employees enter their work area and are on the inspection line. This system is unfair as it does not take into account the fact that before they get to their stations, employees are required to engage in activities that are indispensable elements of the job and required by the employer.

In many of the third party establishments (slaughterhouses), employees have no priority parking and have to park in huge parking lots, walk to the building and, in many cases, up two or three levels of stairs to get to the CFIA office. There, employees have to be fully dressed with safety equipment before they can be ready to walk to their work stations. In most cases and before they start to get dressed, employees check their emails, read onsite bulletin boards for any notices, and check-in with their supervisors. It is also the inspector's duty to set up the work station prior to start up. This would include collecting materials such as CFIA Held Tags, marking pens, sharpening stones from the office and taking them to the work station. Pens need to be sanitized and placed in the ink wells and the tags need to be placed around the inspection stations. The inspectors' safety

equipment includes: wire aprons, gloves, plastic arm guards, ear plugs, boots, helmets, frocks, safety glasses, hairnets and cotton and poly gloves. It is at this point that employees are ready to walk to their stations which, depending on the size of the establishment, can be a few city blocks. The Inspectors also have to wash their hands before entering the slaughterhouse floor and wash their boots when they leave the floor.

All this has to be done at the end of the workday as well. Our estimation is that the average time spent on this process, which is called tooling up and tooling down OR donning and doffing, is at least 15 minutes at the start and end of each and every workday. All this time spent is unpaid.

The Union contends that this practice is unfair and bad for the morale of the frontline inspection staff who are at the forefront of securing Canada's food supply. Given all the reasons above, the Union respectfully requests the inclusion of this proposal in the Commission's recommendation.

PSAC PROPOSAL

NEW ARTICLE
SOCIAL JUSTICE FUND

XX The Employer shall contribute one cent ($0.01) per hour worked to the PSAC Social Justice Fund and such 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 Letters Patent of the PSAC Social Justice Fund.

RATIONALE

The PSAC's Social Justice Fund was established at its triennial Convention on May 1, 2003. The mandate of the PSAC Social Justice Fund, adopted by the PSAC's National Board of Directors in January 2003, is to support initiatives in five areas:

- International development work;
- Canadian anti-poverty and development initiatives;
- Emergency relief work in Canada and around the world;
- Worker-to-worker exchanges;
- Workers' education in Canada and around the world.

PSAC has joined the Labour International Development Committee (LIDC), composed of CLC affiliates with social justice funds similar to the PSAC's – i.e. the Unifor Social Justice Fund, the CUPE Union Aid, the CEP Humanity Fund, the IWA International Solidarity Fund and the Steelworkers Humanity Fund. The Membership in the LIDC will provide the PSAC Social Justice Fund with access to matching funding from the Canadian International Development Agency (CIDA).

In Canada today, more than 160 collective agreements between Canadian unions and large employers include funding for solidarity or humanities funds. Since its creation in 2003 more than a hundred employers contributed to the Social Justice Fund. The PSAC's Social Justice Fund is not financially significant but when put with other monies being negotiated by the PSAC, can have a huge impact on the lives and livelihood of workers in countries where human rights are minimal. The federal government is committed to increasing foreign aid, and directly supports Union Humanities, Solidarity and Social Justice Funds through matching contributions from CIDA and indirectly through the Income Tax Act.

In short, the Union's proposal is consistent with the practice of large unionized private sector employers in Canada, and it is consistent with and supportive of government policy with regard to foreign aid and international development. Thus the Union respectfully requests that its proposals be included in the commission's recommendations.

PSAC PROPOSAL

NEW – APPENDIX XX
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CANADIAN FOOD INSPECTION AGENCY
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO A JOINT LEARNING PROGRAM

This memorandum is to give effect to the agreement reached between the Agency and the Public Service Alliance of Canada with respect to a joint learning program for CFIA employees.

The parties believe that a joint learning initiative to improve union-management relations and to foster a healthy work environment should be developed in partnership with the PSAC-TBS Joint Learning Program (JLP).

To this end, and building on the success of the Pilot Project agreed to in the last round, the Employer agrees to provide one hundred and fifty thousand dollars ($150,000) per year starting on the date of the signature of the collective agreement until the subsequent CFIA-PSAC collective agreement is signed to fund this joint learning initiative. The parties agree to jointly approach the PSAC-TBS JLP to establish a framework with the goal of making the PSAC-TBS JLP program available to all CFIA employees.

The parties agree to appoint an equal number of PSAC and Employer representatives to develop the framework agreement with the PSAC-TBS JLP within sixty (60) days of the signing of the collective agreement.

RATIONALE

The Union is proposing to add this new appendix into the collective agreement as the natural second step to the CFIA-PSAC JLP Pilot Project that was agreed to and successfully implemented following the last round of bargaining. Although a final and

official review of the pilot project has not been done yet, in discussions at the table in this round of bargaining, it was clearly acknowledged by both parties (as well as the JLP as a partner in this Pilot) that the pilot project has been a success in terms of the number of participants from both sides, the quality of the educational materials as well as the professionalism of the trainers from the Joint Learning program. The parties were certainly on track to achieving the objectives set out in the Memorandum of Understanding (MOU) between the PSAC-TBS JLP, CFIA and PSAC-Agriculture Component.[212]

It has also been acknowledged by both parties that the success of this pilot was due to the joint work and collaboration of CFIA management and the union.

The union submits that the $150,000 annual investment in a permanent JLP program at CFIA is more than reasonable considering the positive impact that the pilot project has achieved in a collaborative manner between the parties. The Union requests that the Commission recommend the adoption of the Union's proposal with respect to inclusion of this Appendix in the collective agreement and therefore the creation of a Joint Learning Program (JLP).

History of the Joint Learning Program at TBS

The Joint Learning Program (JLP) was initially negotiated as a pilot project in 2001 following a series of recommendations of a joint report (the Fryer Report) that was intended to address the arduous labour relations of that period. Recommendation #31 was that the parties deliver comprehensive joint union-management training. The JLP was subsequently established as a "Program" in 2007 after a positive evaluation conducted by "Consulting and Audit Canada" in its report dated March, 2004.

[212] JLP_1

The JLP is the only program that is co-governed and is a true partnership between the Treasury Board Secretariat (TBS) and the Public Service Alliance of Canada (PSAC). All levels of the governance/management/development/delivery structure are performed jointly.

The JLP is guided by a Joint Steering Committee that is comprised of five senior representatives from the Union and five senior representatives from the Employer. A list of Joint Steering Committee members is available below. Two Co-Directors have been appointed to coordinate the Program with a national JLP administrative office as well as twelve regional coordinators (two coordinators per region, with one representing the Union and the other representing the Employer).

Members of the JLP Steering Committee as of June 30, 2019

Union Representatives	Employer Representatives
Magali Picard, National Vice-President, Public Service Alliance of Canada **Jean-Pierre Fortin**, National President, Customs Immigration Union **Fabian Murphy**, National President, Agriculture Union **Stéphane Aubry**, National Vice-President, Professional Institute of the Public Service of Canada **Greg Phillips,** National President, Canadian Association of Professional Employees	**Paule Labbé**, ADM Executive and Leadership Development, Treasury Board Secretariat **Manon Rochon**, ADM Human Resources Branch, Public Services and Procurement Canada **Gail Johnson**, ADM Human Resources, Employment and Social Development Canada **Tracey Sametz**, DG Human Resources, Transport Canada **Darlene DeGravina**, VP Human Resources, Canadian Food Inspection Agency
NJC Bargaining Agent Side Secretary **Andrea Dean**	

The JLP, with the participation of Employer and Union representatives, has developed workshops to be delivered to all core public service employees in a joint fashion, with facilitators from both parties. This promotes "buy-in" from both the bargaining agents and the departments.

Initially the program was only for PSAC members in the core public administration. Since 2011, members of all bargaining agents in the core public administration are eligible to participate in JLP workshops.

Funding:

Funding for the JLP is negotiated as part of the collective bargaining process with the PSAC. A Memorandum of Understanding currently resides in the collective agreements of the PA, SV, TC, EB and FB groups. Since June 14, 2017, the Program has received funding on a monthly basis, which ensures that the Program can continue to deliver workshops to meet its mandate of improving labour relations, even when the Collective Agreements are being renegotiated.

Period (signed to expiry)	Funding	# of months	Funding per month
November 2001-2003	$ 7 millions	19 months	$368,000
March 2005 to June 2007	$8.75 millions	30 months	$292,000 (bridge funding $292,000)
Jan. 2009 to June 2011	$8.75 millions	30 months	$292,000 (bridge funding $292,000)
June 2011 to June 2014	$9.35 millions ($8.75 million + $600K)	36 months	$260,000 (bridge funding $292,000)
June 2017 to signed collective agreement	$330,000/month (+ $50,000 to conduct joint study)		

At the beginning of a collective agreement, the funding is divided from Votes 1 and 20. This process was established in 2001 when a variety of options were examined to provide the best solution to accomplish the desired outcome of the parties. The funds from Vote 1 are used to pay for the salaries of 16 TBS employees. There are two TBS employees (who are on secondment from departments) per region (British Columbia, Prairies, Ontario, National Capital Region, Québec, and Atlantic) and four TBS employees in the national office. The funds from Vote 20 are disbursed to the JLP to pay for six PSAC employees in the PSAC National Office, plus all expenses related to employees, rent, equipment, promotion, workshop material, facilitator development, and workshop delivery. A total of 22 employees work on a full-time basis for the JLP.

Operations/Delivery:

The Program trains on average 100 facilitators per year. There is a pool of approximately 600 active facilitators across all departments and regions in the core public administration. The facilitators provide workshops above and beyond their regular duties and have their manager's approval to attend a five-day facilitator training session as well as an additional two to three days of training in order to deliver the *Mental Health in the Workplace* workshop. Facilitators and their managers commit to delivering at least five workshops over a period of 18 months following their initial training session.

The Program does not have a calendar of workshops, meaning that workshops need to be requested for them to take place. Either a department or the Union can identify the need for one of the JLP's workshops, and in collaboration with the other party, make a joint request to the Program. Workshops are then organized through the Regional Field Coordinators with the help of a Union and Employer organizer in the workplace. It costs the Program approximately $1,500 per workshop and includes the travel of two facilitators and a small workshop budget. There is no cost to departments to participate other than paying the participating employees' salary.

The JLP model is different than the traditional learning approach of a trainer offering their knowledge to a group of learners. In its workshops, the experiential learning model is used and participants are directly involved in their learning by participating in exercises that foster reflection, dialogue, problem-solving and application of ideas and skills to workplace situations. The learners are provided the opportunity to engage and apply their knowledge through hands-on experience, while simultaneously learning new information about the workshop topic. This approach fosters better working relationships, opens lines of communication, helps establish better ways of achieving goals, builds healthier workplaces and promotes positive behavioral changes in the workplace. As such, workshops are offered to no more than 20 participants at a time to allow for fulsome discussions. The Program encourages intact teams (management and employees from the same sector) to participate in workshops so that when participants return to the workplace, employees and managers can continue to foster their shared learning.

The following topics are available for delivery:

- Duty to Accommodate (DTA)
- Employment Equity (EE)
- Labour-Management Consultation (LMC)
- Mental Health in the Workplace (MHW)
- Respecting Differences / Anti-Discrimination (RD/AD)
- Preventing Harassment and Violence in the Workplace (PHVW)
- Understanding the Collective Agreement (UCA)

Should a department and the Union wish to offer workshops to all or a majority of their employees within a particular workplace, the JLP will train facilitators within the department so that the department has their own capacity to deliver JLP workshops to their employees. The JLP funds this training, but not the subsequent delivery of workshops.

Results:

Since 2007, the JLP has delivered more than 5,700 workshops to more than 100,000 public service employees. The delivery percentage for each workshop is – DTA (5%), EE (2%), LMC (6%), MHW (21%), RD/AD (12%); PHVW (31%), UCA (23%). More than 75 departments and agencies have taken advantage of the JLP's services and below is a short list of those who have been most active with the Program.

- Employment Services and Development Canada – 19%
- Canadian Border Services Canada – 11%
- Department of National Defense – 8%
- Department of Fisheries and Oceans – 7%
- Public Services and Procurement Canada – 7%

Program Evaluation:

Goss, Gilroy Inc. (GGI) was retained by the JLP Steering Committee in 2017 to conduct a program evaluation for the period of 2013 to 2017. The evaluation examined the impacts of the program in four main areas: joint administration and delivery, learning outcomes, labour-management outcomes, and the program relevance and alternatives.

The conclusions of the evaluation confirm the following:

- The JLP is aligned with and contributes to creating a more fair and equitable public service
- Governance, operational structures and the delivery model are working well
- There are direct and indirect positive impacts on labour relations
- The Program contributes to important public service worker learning outcomes

- The Program continues to be relevant and warrants a minimum number of improvements

The Program Evaluation can be found in Reference JLP_2 and the Summary and Action Plan (as approved by the JLP Steering Committee) can be found in Reference JLP_3.