



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

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

**IN THE MATTER OF THE FEDERAL PUBLIC SECTOR LABOUR RELATIONS ACT and a dispute affecting the PUBLIC SERVICE ALLIANCE OF CANADA and TREASURY BOARD, in relation to the employees of the Employer in the**

**Technical Services (TC)**

William Kaplan  
Chairperson

Gary Cwitco  
Representative of the interests of the Employees

Lynn Harnden  
Representative of the interests of the Employer

December 9, 2022

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# **PART 1**

## **INTRODUCTION**

# COMPOSITION OF BARGAINING UNIT

The Technical Services (TC) Group is composed of six 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:

- Drafting and Illustration (DD): 36 employees
- Engineering and Scientific Support (EG): 6,241 employees
- General Technical (GT): 2,728 employees
- Photography (PY): 2 employees
- Primary Products Inspection (PI): 138 employees
- Technical Inspection (TI): 1,519 employees

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Total: 10,664 employees

## Technical Services Group Definition

The Technical Services Group comprises positions that are primarily involved in the performance, inspection and leadership of skilled technical activities.

## 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 planning, design and making of maps, charts, drawings, illustrations and art work;
2. the design of three-dimensional exhibits or displays within a predetermined budget and pre-selected theme;
3. the conduct of analytical, experimental or investigative activities in the natural, physical and applied sciences; the preparation, inspection, measurement and analysis of biological, chemical and physical substances and materials; the design, construction, modification and assessment of technical systems and equipment or the calibration, maintenance and operation of instruments and apparatus used for these purposes; and the observation, calculation, recording and the interpretation, presentation and reporting of results of tests or analyses, including:
  - the performance of activities involving the application of the principles, methods, and techniques of engineering technology and a practical knowledge of the construction, application, properties, operation and limitations of engineering or surveying systems, processes, structures, buildings or materials, and machines or devices;
  - the planning of approaches, the development or selection and application of methods and techniques, including computer software, to conduct analytical, experimental or investigative activities; the evaluation and interpretation of results; and the preparation of technical reports;
  - the observation and recording of events and the analysis of information relating to such fields as meteorology, hydrography, or oceanography and the presentation of the results of such studies; and the provision of data and information relating to meteorology;

- the monitoring and investigating of environmental hazards or the provision of advice on those issues impacting upon compliance with public health legislation; and
  - the design, development or application of tests, procedures and techniques in support of the diagnosis, treatment and prevention of human and animal diseases and physical conditions;
4. the application of statutes, regulations and standards affecting agricultural, fishery and forestry products;
  5. the capture and development of images involving the operation and use of cameras, accessories and photographic processing and reproduction equipment;
  6. the operation of television cameras and video recording systems and equipment;
  7. the inspection and evaluation of quality assurance systems, processes, equipment, products, materials and associated components including electronic equipment used in trade measurement; the development, recommendation or enforcement of statutes, regulations, standards, specifications or quality assurance policies, procedures and techniques; and the investigation of accidents, defects and/or disputes;
  8. the construction and repair of prostheses and orthoses;
  9. the writing of standards, specifications, procedures or manuals related to the above activities;
  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.<sup>1</sup>

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<sup>1</sup> Treasury Board of Canada Secretariat, *Occupational Group Definitions* (2011)

## HISTORY OF NEGOTIATIONS

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

- June 16, 17, 2021
- September 14-16, 2021
- November 8-10, 2021
- January 25-27, 2022
- March 22-24, 2022
- May 11, 12, 2022
- October 18-21, 2022

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

- June 14, 15, 2021
- September 28-30, 2021
- November 2-4, 2021
- September 12-14, 2022
- September 20-23, 2022

Looking at both tables combined, the parties have met for a total of 35 days over 12 sessions. Despite this, the parties have reached agreement on very few issues. The Union would characterize all signed off language as housekeeping. All the substantive issues remain outstanding.

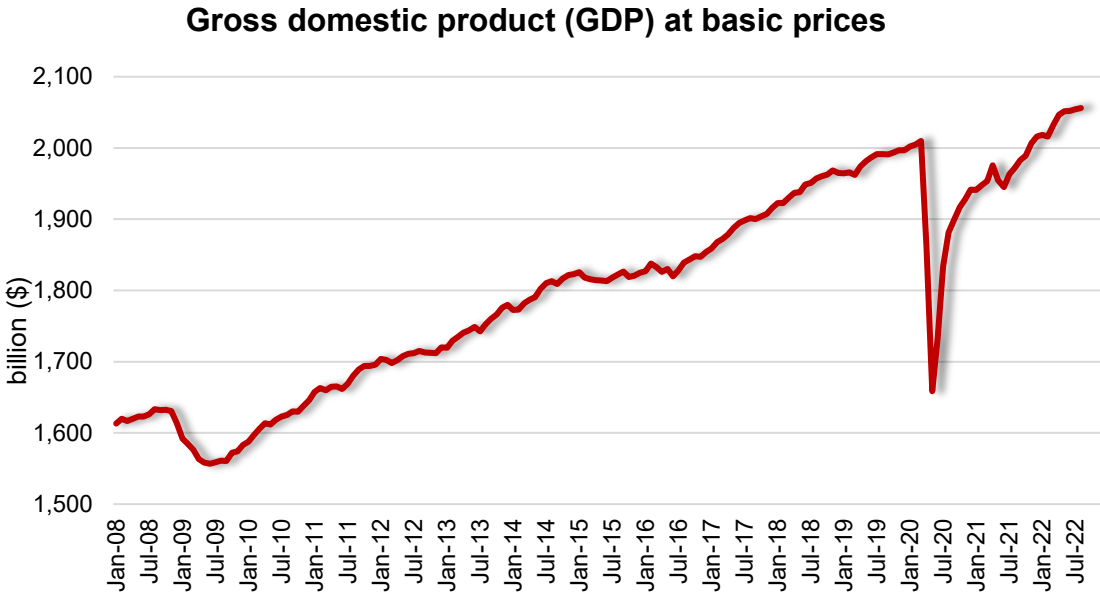


# THE CANADIAN ECONOMY AND THE GOVERNMENT OF CANADA'S FISCAL CIRCUMSTANCES

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

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

The Canadian economy rebounded at a faster pace than expected through the summer of 2020, following eased restrictions, reopening of businesses, and Canadians getting used to public health-related restrictions.<sup>2</sup>



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<sup>2</sup> Gross domestic product (GDP) at basic prices, by industry, monthly (x 1,000,000, chained 2012 dollars): All Industries. Statistics Canada. Table 36-10-0434-01.

Economic activity during the second wave was more resilient, and Canada came out far ahead of forecasters' mid-2020 predictions, while many peer countries saw contractions.<sup>3</sup>

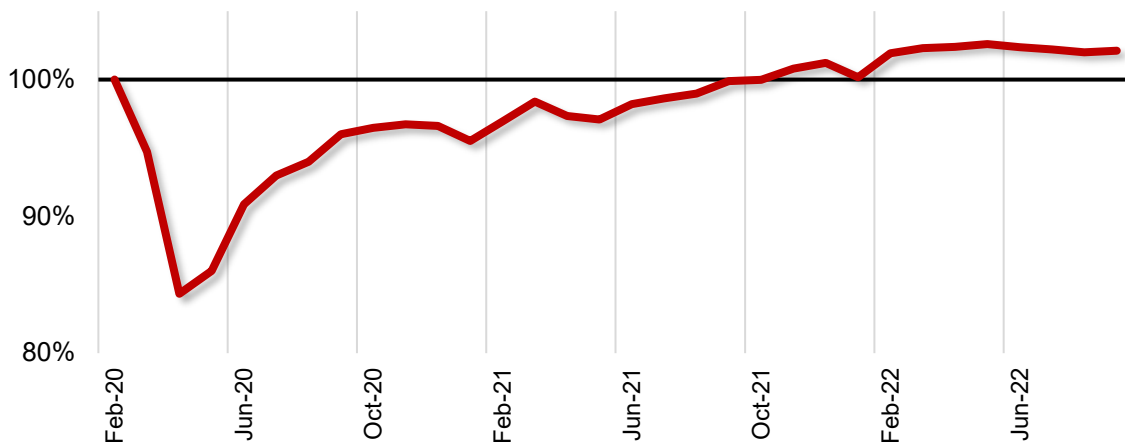
Today, the Federal Government assures residents of Canada that:

*“The significant investments the federal government made have worked.  
And the Canadian economy’s recovery has been swift and strong.”*<sup>4</sup>

Indeed, Canada’s economy has been very strong, returning to its pre-pandemic levels by the fourth quarter of 2021 with GDP growth at 6.7%, the second strongest pace of growth in the G7, and the fastest recovery of Canada’s last three recessions.<sup>5</sup> Exceptionally strong economic growth continues through the recovery phase at 3.3% over the second quarter of 2022.<sup>6</sup>

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

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



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<sup>3</sup> Desjardins Economic Studies, April 12, 2021. Canada: Business and Consumers Increasingly Optimistic.

<sup>4</sup> Budget 2022: <https://budget.gc.ca/2022/report-rapport/overview-aperçu-en.html>

<sup>5</sup> A strong recovery path – Canada’s economy returned to pre-pandemic levels of activity in the fourth quarter of 2021 (Budget 2022).

<sup>6</sup> Bank of Canada Monetary Policy Report July 2022 <https://www.bankofcanada.ca/wp-content/uploads/2022/07/mpr-2022-07-13.pdf>

## **Economic Activity Recovery - GDP**

Canada's economy has been very robust, it continues to be exceptionally strong recovering from the pandemic-caused recession with economic growth at 3.3% over the second quarter of 2022.<sup>7</sup>

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

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

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

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<sup>7</sup> Bank of Canada Monetary Policy Report, July 2022 <https://www.bankofcanada.ca/wp-content/uploads/2022/07/mpr-2022-07-13.pdf>

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

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

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

*“Canada has a long history of prudent and sound fiscal management, along with several other strengths, such as economic resilience and diversity, effective policymaking and institutional frameworks, well-regulated financial markets, and monetary and fiscal policy flexibility. Together, these reinforce Canada's stable economic and fiscal position.”<sup>8</sup>*

Compared with Q1 of 2021, Canada's deficit fell by \$28.2 billion. Although, as a percentage of nominal GDP, the deficit in Q1 of 2022 was 2.7%, up from 1.8% in Q4 of 2021, the deficit has narrowed sharply since peaking at 21.6% peak in Q2 of 2020.<sup>9</sup>

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

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<sup>8</sup> Budget 2022: <https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html>

<sup>9</sup> Government finance statistics, first quarter 2022. July 4, 2022. <https://www150.statcan.gc.ca/n1/daily-quotidien/220704/dq220704a-eng.htm>

also expected to be the lowest among the G7, where Canada's debt-to-GDP ratio is 30.5% in 2022, compared to the G7 average of 95.6%.<sup>10</sup> In line with the IMP projections, over the next three decades, Budget 2022 projects a decline in the federal debt-to-GDP ratio at a steeper rate of decline projected in the previous budget in 2021.<sup>11</sup>

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

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

Federal public debt charges are projected to remain historically low at \$42.9 billion (1.4% of GDP), well below pre-financial crisis levels of 2.1% in 2007-2008. In a scenario of higher than projected interest rates, for example 100 basis points higher than forecast through to 2027, public debt charges would increase by an additional \$9.3 billion (0.3 percentage points of GDP) by 2028. This would bring them to 1.7%, below those at the end of the 2000s.<sup>12</sup>

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

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

<sup>11</sup> Budget 2022 <https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html> ;

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

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

<sup>12</sup> Budget 2022: <https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html>

Fitch confirms “Canada's ratings reflect strong governance, high per capita income and a macroeconomic policy framework that has delivered steady growth and generally low inflation.”<sup>13</sup>

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

Agency	Rating	Outlook
Standard & Poor <sup>14</sup>	AAA	Stable
Moody <sup>15</sup>	Aaa	Stable
Fitch <sup>16</sup>	AA+	Stable
DBRS <sup>17</sup>	AAA	Stable

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

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

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

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<sup>13</sup> Fitch Ratings Report. June 2, 2022. <https://www.fitchratings.com/research/sovereigns/canada-27-06-2022>; Fitch Affirms Canada's Ratings at 'AA+'; Outlook Stable. June 14, 2022.

<https://www.fitchratings.com/research/sovereigns/fitch-affirms-canada-ratings-at-aa-outlook-stable-14-06-2022>.  
<sup>14</sup> [On April 28, 2022] S&P Global Ratings affirms Canada at "AAA" (Foreign Currency LT credit rating); outlook stable. April 28, 2022. <https://cbonds.com/news/1784647/>.

<sup>15</sup> Moody's affirms Canada's Aaa rating, citing economic strength. Bloomberg (online). November 19, 2020 <https://www.bloomberg.com/news/articles/2020-11-19/moody-s-affirms-canada-s-aaa-rating-citing-economic-strength>; <https://countryeconomy.com/ratings/canada> (accessed October 21, 2022)

<sup>16</sup> Fitch Affirms Canada's Ratings at 'AA+'; Outlook Stable. June 14, 2022. <https://www.fitchratings.com/research/sovereigns/fitch-affirms-canada-ratings-at-aa-outlook-stable-14-06-2022>

<sup>17</sup> DBRS Morningstar Confirms Government of Canada at AAA Stable Sovereigns. September 9, 2022. <https://www.dbrsmorningstar.com/research/402559/dbrs-morningstar-confirms-government-of-canada-at-aaa-stable>

In the short to medium term, Canadian GDP growth for the remainder of 2022 and 2023 have been revised down by the Bank of Canada, to 3.25% in 2022 and 1.75% in 2023, while growth in 2024 was revised up to 2.5%. Projecting the trajectory of Canada's blazing 2022 economy going forward considers domestic factors including a very tight labour market, unemployment at a series low, and wide-spread labour shortages. Most of Canada's inflationary surge is due to global factors such as high prices for food and energy and tradeable goods. Ongoing high demand for goods is a significant factor, while supply-chain interruptions reduce the supply of goods and services. Businesses pass their higher costs to consumers, increasing inflation and decreasing spending power.

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

*“Budget 2022 firmly pivots the government’s focus from broad-based emergency COVID-19 expenditures—and towards targeted investments that will build Canada’s economic capacity, prosperity, resilience, and security...”<sup>18</sup>*

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

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<sup>18</sup> Budget 2022: <https://budget.gc.ca/2022/report-rapport/overview-apercu-en.html>

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

A report published in August 2022 by *l'Institut de recherche et d'informations socioéconomiques* (IRIS) indicates that investing in the public sector is beneficial, as it has a greater economic impact on GDP and jobs than investments in other industries. IRIS suggests that *“increased income from public sector job creation and wage indexing makes this anti-inflation strategy better for households than hiking the central bank’s policy rate”*.<sup>19</sup>

Furthermore, according to the IRIS report it is vital to remember public sector expenditures are potent investments in our economy and society, and do not represent a “money pit” or net loss for taxpayers:

*Public sector jobs can be a safety net during times of inflationary crisis. The public sector provides jobs that maintain a strong middle class, making it a key player in keeping the economy healthy. In times of high inflation, cost of living increases rapidly and workers’ purchasing power can be easily undermined*<sup>20</sup>.

Resources spent on public sector employees help provide the public with essential services and also provide income for workers whose spending contributes to the economic development of numerous regions and communities. While private company profits might be squirreled away, the wages of public sector employees are spent throughout the productive economy.<sup>21</sup>

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

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<sup>19</sup> Pierre-Antoine Harvey and Guillaume Hébert, “With inflation on the rise, the Bank of Canada has two choices,” Note, Institut de recherche et d’informations socioéconomiques (IRIS), August 11, 2022 (IRIS August 11, 2022)

<sup>20</sup> IRIS August 11, 2022

<sup>21</sup> IRIS August 11, 2022



## RECENT AND RELEVANT SETTLEMENTS IN THE FEDERAL PUBLIC SECTOR

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

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

Federal Public Sector	2021	2022	2023	2024
<b>Employer Offer</b>	1.50%	3.00%	2.00%	1.75%
<b>FB Group (PSAC) Border Service Officer</b>	1.50% + \$5,000 (5.61%) Paid Meal Allowance <sup>22</sup> <b>7.20%</b>	Under negotiation	Under negotiation	Under negotiation
<b>RM Group (NPF) 1<sup>st</sup> Class Constable</b>	1.75% + 1.50% <sup>23</sup> <b>3.28%</b>	1.75% + 2.27% <b>4.06%</b>		

<sup>22</sup> Appendix L, Paid Meal Premium: <https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=10#tocxx329482>

<sup>23</sup> RM Group, Appendix A: <https://www.tbs-sct.canada.ca/agreements-conventions/view-visualiser-eng.aspx?id=28#tocxx329946>

In addition to these voluntarily negotiated increases, the Statistical Survey Operations (SSO) Group has been very recently awarded through interest arbitration under FPSLREA<sup>24</sup> higher wage increases and adjustments in 2021:

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

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

Recognizing that the PSAC has not yet set the pattern for the years 2021 and 2022 the board accordingly indicated:

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

Further, the FPSLREB concluded in a January 2013 TC group Public Interest Commission report that additional monetary items (i.e., allowances and wage-based market adjustments) form part of what is referred to as 'the pattern':

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

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

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

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

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

### **Settlements are catching up to inflation**

As year-over-year inflation started to rise above 2% in March 2021, ESDC also reported increasing annual averages in private sector settlements. However, relative to rapidly increasing inflation, the private sector settlements had only started to negotiate catch ups. This trend will continue. For example, in Ontario, private sector settlements for nearly 100,000 workers are averaging about 4.1% in 2022. In addition, the Statistics Canada September Labour Force Survey reported that “year-over-year growth in the average hourly wages of employees surpassed 5% for a fourth consecutive month in September (+5.2%). In comparison, year-over-year growth in the Consumer Price Index (CPI) was at, or above, 7.0% from May to August.”<sup>25</sup>

Beyond the Core Public Administration and with a view of negotiated settlements and arbitral awards in the public and private sectors in the federal jurisdiction as well as Ontario, Quebec, and British Columbia, inflation is widely recognized and weighted as the preeminent economic reality impacting workers’ wages. Put another way, inflation is the

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<sup>25</sup> Average hourly wages increase 5.2% on a year-over-year basis: <https://www150.statcan.gc.ca/n1/daily-quotidien/221007/dq221007a-eng.htm>

pattern. The growing body of negotiated settlements and arbitral awards responsive to high inflation and the erosion of workers' wages *is* the pattern to be replicated.

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

A series of arbitral awards from the first half of 2022 quickly recognized that high inflation moves settlements beyond what would have been considered normative and, accordingly, replicated such awards.<sup>26</sup> For example:

In April 2022. Arbitrator Chauvin in *Harvest Crossing* awarded 2% (+1.25) for 3.25% in 2021 and 2% (+1.25) for 3.25% in 2022. The Board noted at para. 10: *“the historically very high CPI, and this has also been taken into consideration in deciding which of the Union's proposals should be granted.”*<sup>27</sup>

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

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<sup>26</sup> December 2021. Arbitrator Albertyn in *Cobblestone Gardens* awarded wage increases as high as 10% reflecting both inflation and market adjustments); February 2022. Arbitrator Steinberg in *Bradgate* awarded 2% (+2%) for 4% in 2021 and 2% (+1%) for 3% in 2022; March 2022. Arbitrator Albertyn in *Richview Manor Vaughan* awarded 2% (+1%) for 3% in 2021. June 2022. Arbitrator Steinberg in *Chartwell* and *Symphony Senior Living Orleans* awarded 3% in 2021; June 2022. Arbitrator Stout in *Oaks Retirement Village* awarded 2% (+1%) in 2021 and 2% (+2%) in 202; June 2022. Arbitrator Kaplan, in *Shouldice*, seemed to implicitly acknowledge that *TTC* no longer governed and awarded 2.5% in 2021 and 3% in 2022; October 2022. Arbitrator Kaplan, in Canadian National Rail Co. and IBEW System Council, No. 11, awarded a settlement with 3% in 2022; 3% in 2023; and 3% 2024.

<sup>27</sup> *Harvest Crossing Retirement Community Esprit Lifestyle Communities Extencicare Canada v Service Employees International Union, Local 1 Canada*, 2022 CanLII 33642 (ON LA), <<https://canlii.ca/t/jnxpb>>

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

25. We do not see that such a void should preclude arbitral attention to the issue, at least at this point in the economic cycle. The negative impact of inflation on wage rates is now so pronounced that the issue should not be punted downfield.<sup>28</sup>

The BC Government Employees Union (BCGEU) negotiated settlement (expiry 31 March 2025), which was ratified on Oct. 18, 2022, included the following wage increases:

	Effective April 1, 2022	Effective April 1, 2023	Effective April 1, 2024
General Wage Increases	3.24% + \$0.25 = 4%	Annualized average of BC CPI = 5.55% to 6.75%	Annualized average of BC CPI = 2% to 3%

In the Federal jurisdiction, Canadian Nuclear Laboratories and PIPSC reached a tentative agreement in February 2022. Even prior to peak inflation, this negotiated three-year settlement included wage increases of 3.5% in 2021, 3.5% in 2022, and 3.5% in 2023.<sup>30</sup>

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

<sup>28</sup> Homewood Health Centre Inc. v United Food and Commercial Workers, Local 75, 2022 CanLII 46392 (ON LA), <https://canlii.ca/t/jpk7v>

<sup>29</sup> BCGEU – Highlights – Tentative Agreement – 19<sup>th</sup> Main Agreement: [https://mcusercontent.com/c9125e48200e7a60add61b323/files/3b1eeb0c-c8d3-28b1-e0e9-875af940e7de/PS\\_Tentative\\_Agreement\\_Highlights.pdf](https://mcusercontent.com/c9125e48200e7a60add61b323/files/3b1eeb0c-c8d3-28b1-e0e9-875af940e7de/PS_Tentative_Agreement_Highlights.pdf). Ratified on 18 Oct. 2022: <https://news.gov.bc.ca/releases/2022FIN0061-001559>

<sup>30</sup> CRPEG Group (PIPSC): <https://pipsc.ca/groups/crpeg/crpeg-bargaining-update-14>

For a list of other relevant negotiated settlements<sup>31</sup> and arbitral awards<sup>32</sup> see Exhibit X.

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

### **Inflation is the pattern**

It is generally accepted that when an Arbitrator is asked to determine wages, “*the governing principle is market replication, and the most important criteria are comparative*”<sup>33</sup>. The factor of comparability has been applied by virtually all arbitrators as a major criterion in determining wages. For example, Arbitrator Kenneth Swan has stated that:

*Fairness remains an essentially relative concept, and it therefore depends directly upon the identification of fair comparisons if it is to be meaningful; indeed, all of the general stated pleas for fairness inevitably come around to a comparability study. It appears to me that all attempts to identify a doctrine of fairness must follow this circle and come back eventually to the doctrine of comparability if any meaningful results are to be achieved*<sup>34</sup>.

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<sup>31</sup> July 2022. Justice for Janitors—SEIU Local 2 Janitors and Cleaners in Ottawa—16% increase over three-years (2022-5), including a 6.2% increase in year one. April 2022. Justice for Janitors—SEIU Local 2 Janitors and Cleaners in Toronto—16.6% increase over three-years, including a 6.4% increase in year one.

<sup>32</sup> May 2022. Award between Ontario Builders and LIUNA Local 183. The three-year award, which flags inflation, was amounted to 12.1%. Arbitrator Beresford noted: “2022-2025 wage settlements are from lows of 9% to highs of 20%.

<sup>33</sup> Donald Brown and David Beatty, *Canadian Labour Arbitration* (Aurora: Canadian Law Book Limited, 2011)

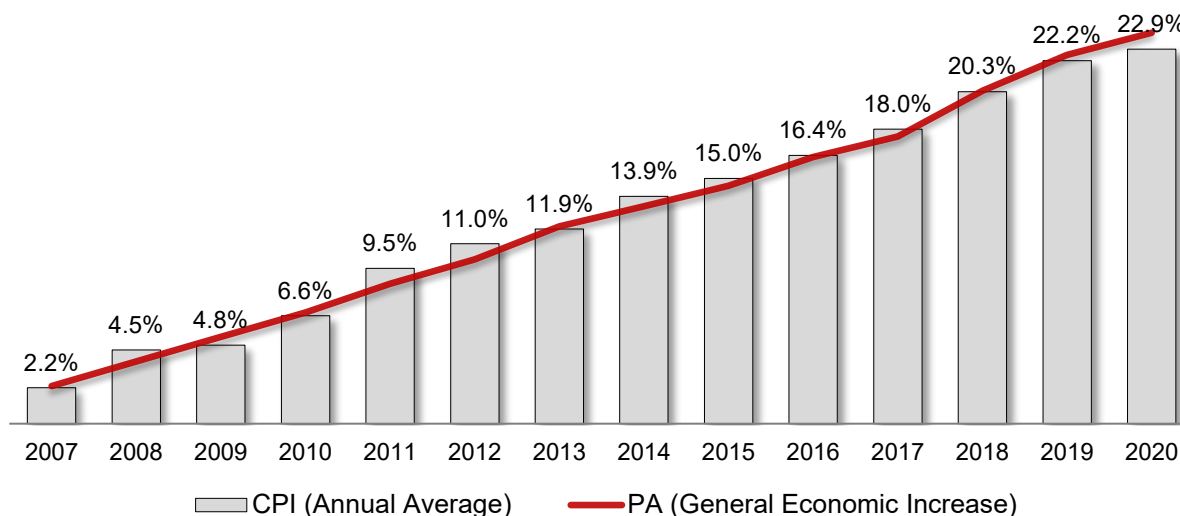
<sup>34</sup> Kenneth Swan, *The Search for Meaningful Criteria in Interest Arbitration*, (Kingston: Queens University Industrial Relations Centre, 1978)

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

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

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

### Cumulative CPI vs PA Bargaining Unit General Economic Increase (GEI)



The same pattern applies for the TC group, and the other two core public administration bargaining units represented by the PSAC, the SV and EB groups.

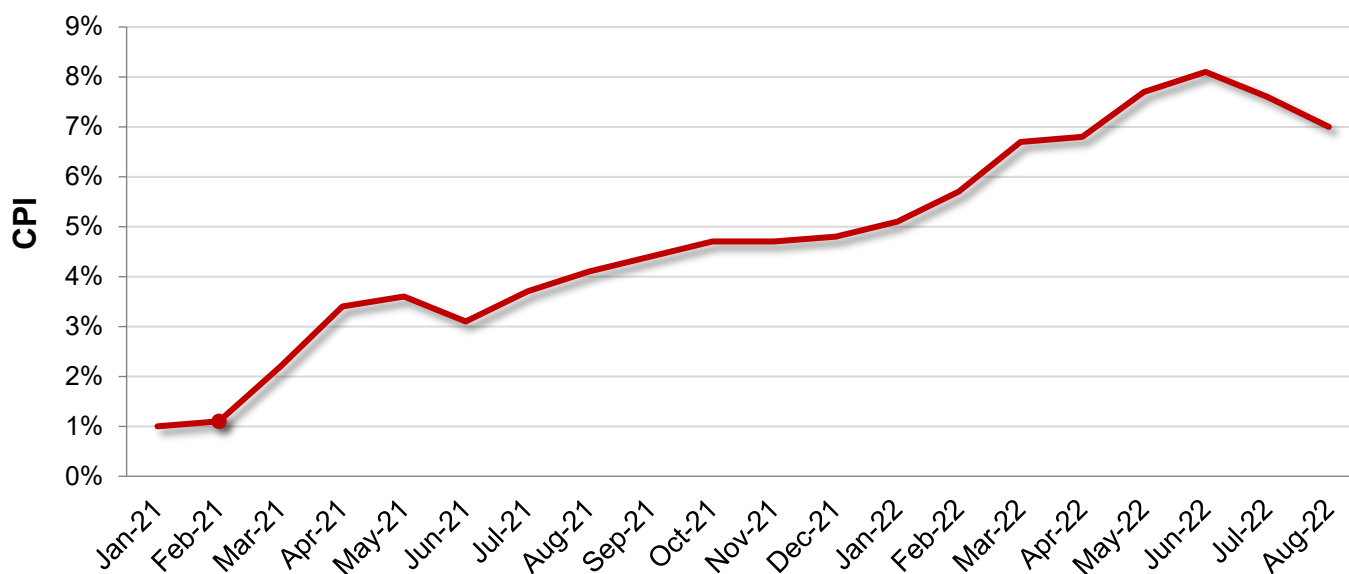
In that absence of a consistent pattern that reflects the state of the Canadian economy and in light of this historical correlation, the Union argues that inflation *is* the pattern. The Union respectfully requests that the Commission include in its recommendations that the parties should negotiate wages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

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

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



## Month to Month Change in the Consumer Price Index (2021-2022)



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

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

Bank	2021	2022f	2023f
RBC <sup>35</sup>	3.4%	6.7%	3.2%
TD <sup>36</sup>	3.4%	6.9%	3.8%
Scotiabank <sup>37</sup>	3.4%	7.0%	3.8%
BMO <sup>38</sup>	3.4%	6.7%	4.5%
CIBC <sup>39</sup>	3.4%	6.7%	2.7%
<b>AVERAGE</b>	<b>3.4%</b>	<b>6.8%</b>	<b>3.6%</b>

<sup>35</sup> RBC - Economic Forecast Detail – Canada, October 2022, [https://www.rbc.com/economics-subscriber/pdf/economy\\_can.pdf?\\_ga=2.45783458.705135389.1666282283-1849140551.1666282283](https://www.rbc.com/economics-subscriber/pdf/economy_can.pdf?_ga=2.45783458.705135389.1666282283-1849140551.1666282283)

<sup>36</sup> Forecast by TD Economics, September 2022, <https://economics.td.com/ca-forecast-tables#!t-ca>

<sup>37</sup> Scotiabank, Forecast Tables, October 2022, <https://www.scotiabank.com/ca/en/about/economics/forecast-snapshot.html>

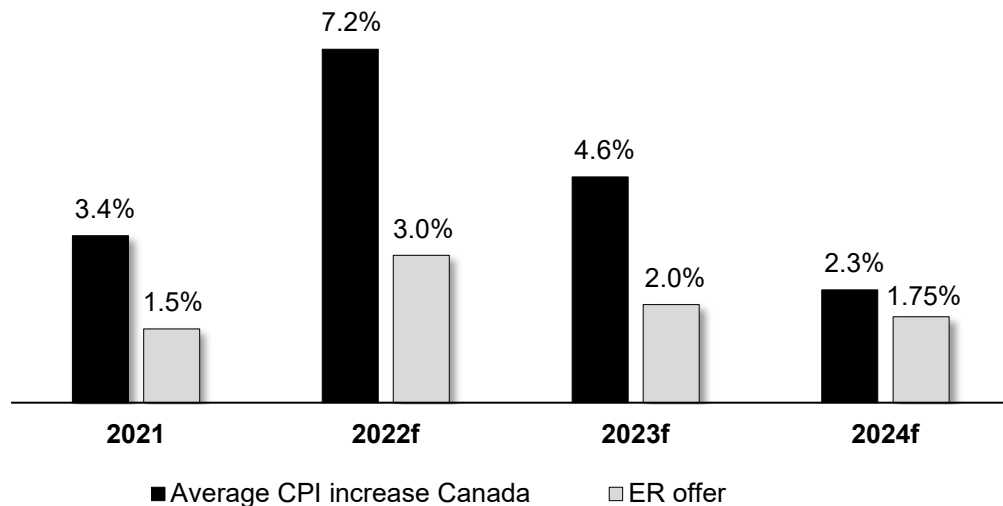
<sup>38</sup> BMO, Inflation Monitor, October 2022, <https://economics.bmo.com/en/publications/detail/bef1044f-8397-43ef-a96c-292fd2071c4c/>

<sup>39</sup> CIBC - Provincial outlook, October 2022, <https://economics.cibccm.com/cds?id=e40fa449-f38b-4268-ad48-f122d55fccdd&flag=E>

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

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

### **Annual increases (%) in CPI outpace Employer's proposed increases in rates of pay (2021-2024)**



Source: Bank of Canada Monetary Policy Report July 2022

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

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

Prices for food purchased from stores continued to increase in September 2022 (+11.4%). This was the fastest year-over-year increase since 1981.<sup>40</sup> According to the Statistics Canada report on the Consumer Price Index the supply of food continues to be impacted by multiple factors, including extreme weather, higher input costs, Russia's invasion of

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<sup>40</sup> Statistics Canada, Consumer Price Index, September 2022: <https://www150.statcan.gc.ca/n1/daily-quotidien/221019/dq221019a-eng.htm>

Ukraine, and supply chain disruptions.<sup>41</sup> Food price growth remained broad-based (see table below).

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

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

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

The results of the survey indicate that “*nearly three in four Canadians reported that rising prices are affecting their ability to meet day-to-day expenses such as transportation, housing, food, and clothing. As a result, many Canadians are adjusting their behaviour to adapt to this new reality, including adjusting their spending habits and delaying the purchase of a home or moving to a new rental*”.<sup>42</sup>

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<sup>41</sup> Statistics Canada, Consumer Price Index, August 2022: <https://www150.statcan.gc.ca/n1/daily-quotidien/220920/dq220920a-eng.htm>

<sup>42</sup> Statistics Canada, Rising prices are affecting the ability to meet day-to-day expenses for most Canadians, <https://www150.statcan.gc.ca/n1/daily-quotidien/220609/dq220609a-eng.htm>

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

The rising cost of shelter is also affecting our members. In August, year-over-year growth in shelter prices (+6.6%) continued to remain high.<sup>43</sup> This occurred amid increases to the overnight interest rate by a total of three full percentage points in the last six months. Typical commercial variable mortgage rates have tripled, and the Bank of Canada has made it clear that there's more tightening to come.<sup>44</sup>

In summary, costs for the necessities of life including food and shelter continue to rise, making it more difficult to "just get by". And again, the Employer's proposed wage increases for 2021 and 2022 fail to address these increasing costs of living.

### **Highly competitive labour market**

The supply of labour has been a particularly important aspect of the labour market over the past year, in the context of record-high job vacancies earlier in 2022, as well as the longer-term issue of population aging. The unemployment rate as of September 2022 is at 5.2%, below those from previous years and near an all-time low (see figures below).<sup>45</sup>

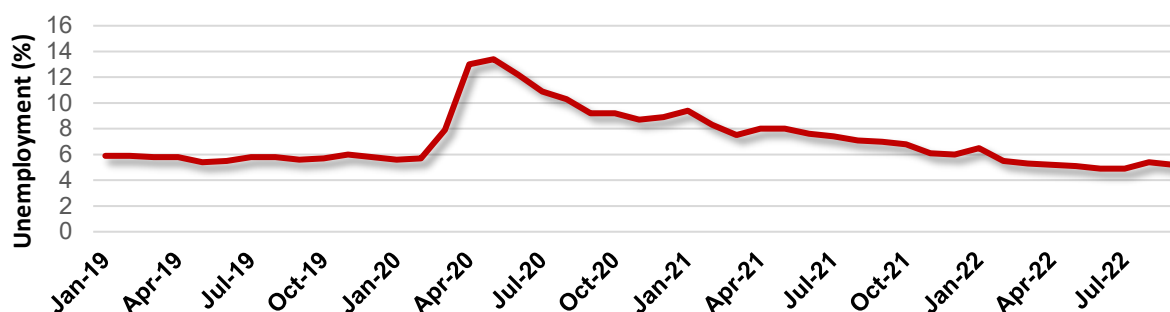
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<sup>43</sup> Statistics Canada, Consumer Price Index, August 2022: <https://www150.statcan.gc.ca/n1/daily-quotidien/220920/dq220920a-eng.htm>

<sup>44</sup> 1. The Bank of Canada's "Estimated Variable Mortgage Rate" increased from 1.29% at the beginning of March to 4.53% on October 6;

<sup>45</sup> Source: September 2022 Labour Force Survey (3701), table 14-10-0287-01.<sup>45</sup>

### Canada's unemployment rate is decreasing (2019 to 2022)



Source: September 2022 Labour Force Survey (3701), table 14-10-0287-01

There is no change to this trend on the horizon. As of June 2022, there were fewer unemployed people (989,000) than job vacancies (1,038,000) in Canada.<sup>46</sup> It is the first time this has been observed since data from the Job Vacancy and Wage Survey became available in 2015. This labour market tightness is also reflected in employers' outlook. Almost 40 percent (38.7%) of respondents to the Canadian Survey on Business Conditions conducted in 2022 expect that recruiting skilled employees will be a challenge in the near future<sup>47</sup>.

Canada's tight labour market has made it more likely for workers to seek alternative positions if they are not happy with their current employment situation. Results from a supplementary question added to the Labour Force Survey in August 2022 suggest that *"the number of Canadians who are considering a job change is on the rise. The proportion of permanent employees who were planning to leave their job within the next 12 months (11.9%) was almost double the level recorded in January 2022 (6.4%), when the question was last asked"*.<sup>48</sup>

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<sup>46</sup> Labour Force Survey, June 2022, <https://www150.statcan.gc.ca/n1/daily-quotidien/220708/dq220708a-eng.htm>

<sup>47</sup> Statistics Canada, Canadian Survey on Business Conditions (CSBC), <https://www.statcan.gc.ca/en/survey/business/5318>

<sup>48</sup> Labour Force Survey, August 2022, <https://www150.statcan.gc.ca/n1/daily-quotidien/220909/dq220909a-eng.htm>

To better understand some of the determining factors for workers to change jobs, the August 2022 Labour Force Survey also included questions regarding the key reasons in support of a respondent decision to quit their current employment for the pursuit a new opportunity. Salary and benefits were the main reasons identified by the highest proportion of employees.<sup>49</sup>

In addition to the current economic conditions, the labour supply is also affected by an aging population. According to the August 2022 Labour Force Survey 307,000 Canadians left their job in order to retire at some point in the last year, up from 233,000 one year earlier.<sup>50</sup>

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

According to the Employer’s data, a significant cohort of federal public workers are currently above 55 years of age, and this proportion has been increasing over time.<sup>51</sup>

<b>Age band</b>	<b>2010</b>	<b>2021</b>
<b>55 to 59</b>	11.1%	11.5%
<b>60 to 64</b>	4.4%	6.0%
<b>65 and over</b>	1.3%	2.6%

This trend is also reflected in the number of hiring into the core public administration.

Indeterminate hiring had been on the rise since the 2012 to 2013 fiscal year.<sup>52</sup>

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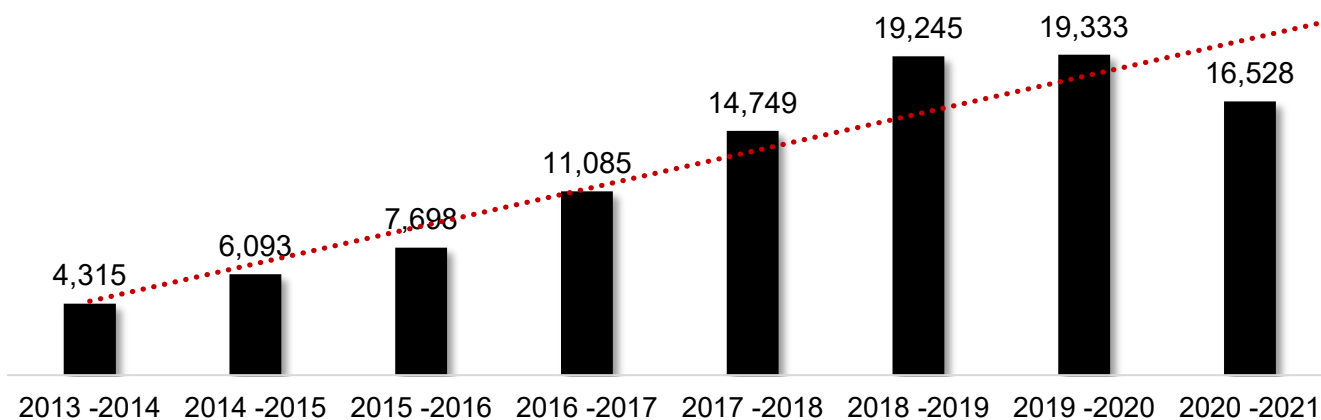
<sup>49</sup> Labour Force Survey, August 2022, <https://www150.statcan.gc.ca/n1/daily-quotidien/220909/dq220909a-eng.htm>

<sup>50</sup> Labour Force Survey, August 2022, <https://www150.statcan.gc.ca/n1/daily-quotidien/220909/dq220909a-eng.htm>

<sup>51</sup> Office of the Chief Human Resources Officer, Treasury Board of Canada Secretariat. Demographic Snapshot of Canada’s Public Service, 2021

<sup>52</sup> Office of the Chief Human Resources Officer, Treasury Board of Canada Secretariat. Demographic Snapshot of Canada’s Public Service, 2021

## New hiring in the Core Public Administration (2013-2021)



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

### **Salary forecasts within a tight Canadian labour market (2023)**

In addition to rising inflation, the competitiveness of the labour market continues to influence trends in salary increases and magnify recruitment and retention challenges faced by the Employer. At the same time, declining unemployment and stability in employment levels are indicators that the Canadian economy is doing well. Employers wishing to retain trained staff must increase wages to appropriate levels or risk losing them should the right opportunity present itself. Projections derived by research conducted by Normandin Beaudry, Willis Tower Watson, Mercer, PCI Compensation Consulting, and LifeWorks (formerly Morneau Shepell) indicate that employers are planning to increase salaries by an average of 3.9% in 2023.<sup>53</sup>

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<sup>53</sup> CPQ Salary Forecasts Special Report 2023 (reported Sep. 29, 2022):  
[https://www.cpq.gc.ca/workspace/uploads/files/dossier\\_special\\_previsions\\_salariales2023\\_en.pdf](https://www.cpq.gc.ca/workspace/uploads/files/dossier_special_previsions_salariales2023_en.pdf)

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

**In summary**

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

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



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

## **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 Technical Services Bargaining Team is:

Justin Cooke (GT)

Richard Dollimount (GT)

Karen Houlahan (TI)

Kevin Lundstrom (EG)

Jimmy Mailhot (EG)

Leanne Moss (EG)

Sheri Parent (TI)

Danielle Poissant (EG)

Aaron Swerdlyk (PI)

Sharon DeSousa, PSAC National Executive Vice-President

Appearing for the PSAC are:

Seth Sazant, 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**

## **APPENDIX A AND VARIOUS: WAGES, ALLOWANCES AND RATES OF PAY**

### **UNION PROPOSAL**

**The following language is illustrative, and the Union reserves the right to introduce further language to codify the concepts listed above.**

#### **June 22, 2021:**

1. Expand and roll all current allowances into salary. All such allowances will be subject to all future economic increases.
2. Wage restructuring – add one increment to the top of all pay scales, drop the lowest increment from the bottom of all pay scales. All members to immediately move up their pay scales by one increment.
3. Create/apply new and expanded occupational allowances to restructured rates of pay. These allowances will increase in all years by the general economic increases negotiated by the parties.
4. Economic increase as determined by Common Issues table (4.5% on June 22, 2021, 2022 and 2023).

On June 22 for each subsequent year of the agreement, economic increases as determined at the common issues table.

**Specifically, the PSAC TC Team is proposing for the following salary-related improvements in the following order:**

1. Roll the allowances paid pursuant to the PI-CGC pay note #4, and those in appendices W, X, Z, AA, BB, CC, DD and EE into the salary paid to those employees.
2. Wage restructuring of **one** increment.
3. Expand existing allowances and create new occupational allowances, to be paid to the following groups of TC members:

*\*Consequential amendments shall be required to the TC pay notes and various appendices.*

## **EMPLOYER PROPOSAL**

Effective June 22, 2021 - increase to rates of pay: 1.5%  
Effective June 22, 2022 - increase to rates of pay: 3.0%  
Effective June 22, 2023 - increase to rates of pay: 2.0%  
Effective June 22, 2024 - increase to rates of pay: 1.75%

Restructure of the Engineering and Scientific Support Group (EG) pay scales (as per the Arbitral Award of M.G. Mitchnick dated January 6, 2022)

Effective June 22, 2022, add one new step to the top of the EG pay scale that is 1.5% higher than the existing maximum. All employees who have been at the existing maximum rate for at least twelve months as of that date shall move to this new rate on that date.

Effective June 22, 2023, add 1.8% to that new top step of the scale.

Both of these adjustments are to take place prior to the application of any general wage increase for that year.

## **RATIONALE**

The issue of pay for the TC group is central to this dispute. The Union submits that there are significant gaps in compensation for the bargaining unit generally as well as many critical wage gaps for smaller groups. This section will lay out the Union's case for TC-specific compensation issues.

Due to the nature of the duties of many TC positions that perform regulatory and enforcement roles, there are no natural comparators outside of the federal government. In these cases, the Union will rely on comparators that are internal to the federal public service to supplement the findings of a market pay study. All indicators show the clear disparity in compensation for TC positions. We will demonstrate how our proposal on rates of pay is consistent with the factors to be considered by the PIC in rendering its recommendation. We will also show how the Employer's proposal is wholly inadequate in light of the factors in Section 175.

## **Market considerations**

Public service compensation serves to attract, retain, motivate and renew the workforce required to deliver results to the residents of Canada. Challenges associated with recruiting qualified new or retaining skilled current TC group employees are amplified in the current market. On average, wages of employees who changed jobs within the last three months increased of 11.8%, compared to 7.2% for those in the same job for more than 18 months, showing that switching jobs can be very worthwhile (CBC, March 2022). The high demand for labour puts lends employees a level of bargaining power they have not had for decades (TD Economics, February 4, 2022). Private sector employers are trying to retain workers in an environment of talent scarcity, where 62% of 18-34 year-olds and 48% of 35-54 year-olds indicated that are ready to switch jobs in the next year. More than 60% of employers fear that their workers will leave because of other jobs with better salaries and/or benefits. To stem the tide, more than a third of employers plan to pay more than competitors to retain talent and many are willing to align compensation with market rates (HR Reporter, Dec 2021). David King, Canadian senior managing director of Robert Half Recruiting advises that, "In today's tight labour market, employers need to recognize and resolve any pay discrepancies that may exist among employees in order to retain talent and remain competitive as an organization" (HR Reporter, April 2022).

## **Pay Study**

TC group members are well trained, highly skilled, experienced, and knowledgeable, making them very desirable outside of the federal public service. Although exacerbated in the current dynamic labour market, the significant problems related to compensation within the federal public service are not new. In 2015, the Union commissioned an outside consulting firm, AON, to perform a pay study for the TC group and to quantify these issues via a market study. Data collection, analysis and presentation were performed by a third-party following consultation with PSAC on the study parameters. PSAC has shared the entire study with the employer during previous PIC proceedings and will use this section to summarize relevant data.

Briefly, AON's study objectives were to carry out the compensation study according to generally accepted principles in statistics and methodology and to determine the compensation level at public and private organizations for the jobs in question. The study sample of 34 jobs from a variety of classifications contained almost every bargaining unit job with more than 50 incumbents. Data was received for 18 of the 34 positions and covered approximately 40% of the bargaining unit.

### Pay Study Results

Results of the pay study are summarized in the tables below, making the following assumptions:

- The data reflects all jobs that were surveyed and matched to comparators that had the same level of responsibility.
- Most TC group members are at their job rate; therefore, it is the most relevant reference point for the study.
- TC jobs at the job rate were compared to the obtainable maximum rate in the market. The Union used the median rate in the market as the fairest comparison point, the point where 50% of comparator jobs have a higher obtainable maximum and 50% have a lower obtainable maximum.

The first table below contains information directly from the pay study. The following information is contained in the table:

***Job Title:*** TC group job title

***FTE:*** Number of Incumbents in that position

***Class.:*** Treasury Board Classification

***TB Job Rate:*** Current Annual Job Rate of Pay for that Classification

***Median Mkt Job Rate:*** The comparators' annual rate of pay at the median.

***% PSAC Behind:*** Positive percentages indicate the percentage of TC group members that are behind (or below) their comparators, negative numbers indicate that the TC group members are paid more (or above) their market comparators.



- *Note that all weighted averages are calculated using the number of incumbents working each job in the TC group. For example, if there are 100 Labour Affairs Officers and 10 Draftspersons, the gap shown for Labour Affairs Officers will have 10 times the weight of the gap for the Draftspersons.*
- *Data was aged (extrapolated) from the pay study to update the figures from 2015 to 2020. The pay study data was increased by the average wage growth in the federal jurisdiction<sup>54</sup> in each of the years 2016-2020 as published by Employment and Social Development Canada (ESDC) when calculations were done. Rates used were 1.3% (2016), 1.5% (2017), 1.9% (2018), 2% (2019), and 2.2% (2020).*

## **Results**

Virtually all the TC group positions are behind market wage rates, most by a substantial amount. In the following figure, wage gaps are expressed as weighted averages by classification and represent the percentage that TC group members' wages are behind those of comparators. The pay study results were aged to approximate current rates, potentially decreasing accuracy. However, in the current market, there is no indication that comparator wages *dropped* so substantially over the last few years, that they would approach TC group rates, nor did TC group rates *increase* so substantially as to match market rates. TC group wages remain well below market rates today.

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<sup>54</sup> The Union applied the average wage growth for the federal jurisdiction (all sectors) to age this rate to 2020. <https://www.canada.ca/en/employment-social-development/services/collective-bargaining-data/wages/wages-year-sector.html> (as of November 1, 2022)

Job Title	FTE	Class.	TB Job Rate	Median Mkt Job Rate	% PSAC Behind
Regional Auditor (Senior)*	100	TI-05	79,913	99,536	24.56%
Labour Affairs Officer (Intermediate)	100	TI-05	79,913	92,275	15.47%
Draftsperson (Intermediate)	91	DD-04	69,446	70,428	1.41%
Publications Designer (Intermediate)	150	GT-02	59,754	73,584	23.15%
Agriculture/Foods Inspector (Intermediate)*	83	PI-01	60,528	65,333	7.94%
Inspector (Senior)*	85	TI-04	71,393	76,087	6.57%
Quality Assurance Representative (Senior)	100	TI-05	79,913	88,110	10.26%
Team Leader Aircraft Maintenance Engineer (Senior)*	45	EG-06	93,799	96,551	2.93%
Aircraft Maintenance Engineer (Intermediate)*	114	EG-05	58,429	80,401	37.60%
Environment Technician (Intermediate)	147	EG-05	85,272	87,511	2.63%
Environmental Inspector (Intermediate)	60	EG-05	85,272	93,413	9.55%
Environmental Health Officer (Intermediate)	141	EG-05	85,272	97,170	13.95%
Environmental Officer (Senior)	29	GT-05	85,004	102,450	20.52%
GIS Technician (Senior)	71	EG-05	85,272	99,095	16.21%
Working Level GIS Technician (Intermediate)	96	EG-04	77,523	80,488	3.83%
GIS Technician (Junior)	103	EG-03	70,474	72,082	2.28%
Engineering Technician/Project Manager (Specialist)	188	EG-06	93,799	122,965	31.09%
Engineering Technician/Project Manager (Senior)	78	EG-05	85,272	101,684	19.25%
Engineering Technician/Project Manager (Intermediate)	37	EG-04	77,523	87,045	12.28%
Biological/Life Sciences Research Technician (Senior)*	915	EG-05	85,272	98,493	15.50%
Biological/Life Sciences Research Technician (Intermediate)	644	EG-04	77,523	83,995	8.35%
Biological/Life Sciences Research Technician (Junior)*	500	EG-03	70,474	64,652	-8.26%
<b>Weighted averages</b>	<b>3,877</b>		<b>78,531</b>	<b>87,433</b>	<b>11.3%</b>

\* Where data related to the salary structure was not available due to insufficient responses, the actual salary paid to employees in the market was used. This figure underestimates the market gap for PSAC members since it compares maximum PSAC salary to actual salary in the market.

## Results by classification

<b>Classification</b>	<b>Incumbents Surveyed</b>	<b>PSAC Rate (2020)</b>	<b>Weighted Average (2020)</b>	<b>% Behind</b>
EG-03	603	70,474	72,083	2.3%
EG-04	777	77,523	83,706	8.0%
EG-05	1,526	85,272	94,842	11.2%
EG-06	233	93,799	122,965	31.1%
<b>EG (average)</b>		<b>81,144</b>	<b>89,801</b>	<b>10.7%</b>
TI-04	85	71,393	76,087	6.6%
TI-05	300	79,913	90,192	12.9%
<b>TI (average)</b>		<b>78,032</b>	<b>87,078</b>	<b>11.6%</b>
GT-02	150	59,754	73,585	23.1%
GT-05	29	85,004	102,450	20.5%
<b>GT (average)</b>		<b>63,845</b>	<b>78,262</b>	<b>22.6%</b>
DD-04	91	<b>60,528</b>	<b>70,428</b>	<b>14.4%</b>
PI-01	83	<b>50,764</b>	<b>65,333</b>	<b>7.9%</b>

## Summary of the Results

- On average, based on the percentage that wages are behind those of comparators (market rates) by classification, TC group members' wages have a 11.3% gap with comparators at their job rate, as per the AON pay study – i.e. TC group members are underpaid by more than 11.3% on average, a considerable margin.
- There is variation between the jobs, classifications and levels regarding the amount by which they are behind their comparators, however, in almost every case, TC salaries are well behind that of their comparators.
- Not all positions in the TC group were included in the pay study, either because they are rare, or because there are no appropriate external comparators. Considering the trend and the range of results, the weighted average of the results can be used as a proxy for an overall market increase for the TC group.

### **CFIA Comparability**

There has been a long-standing issue that members who work for the Canadian Food Inspection Agency (CFIA) and are also classified as EGs, are paid 3.3% more than TC members. A joint study between PSAC and Treasury Board resulted in an agreement that there is no discernable difference regarding the EG classification of the two groups. In the last round of negotiations, the parties agreed to take the matter of aligning wages to CFIA EGs to binding arbitration before the current round of bargaining. The arbitrator's decision affirmed that the new maximum rate for EGs that will be 3.3% higher, will be phased in over two years. A new step of 1.5% would be implemented on June 22, 2022, with all members currently at the maximum rate for at least 12 months will move to the new step, and a 1.8% increase to the new step on June 22, 2023.

The Employer's proposal reiterates the arbitrator's recent decision that both adjustments (i.e 1.5% for 2022, and 1.8% for 2023) are to take place prior to the application of any general wage increase for that year and after the new agreement is signed.

The union notes that these planned increases do not impact increases that PSAC is seeking in this round of bargaining. In other words, this matter has been resolved by binding arbitration and the Employer is not offering anything that is substantively new. The implementation of these increases stem from the last round of bargaining between the parties and the implementation of these new rates are simply being delayed to ease administration. The Union submits that the increases for the EG group members as per the arbitration decision should not have any bearing on the current round of bargaining, and associated costs should not be considered in this round's financial "envelope", as they are a direct result of an agreement between the parties during the last round of bargaining, seen in Appendix FF of the TC Collective Agreement.

### **Wage restructuring**

The union proposes to add one (4%) increment to the top of all pay scales and drop the lowest increment from the bottom of all pay scales. All members to immediately move up their pay scales by one increment. This 4% lift in wages would not fully address this group's overall compensation gap with comparators. The Union respectfully submits that the reducing the wide gap that exists across the entire bargaining unit merits such a recommendation from the PIC.

### **Annual economic increases**

As shown in the previous section, the annual economic increases will be negotiated at the Common Issues table and will apply after any other adjustments including allowances and changes in grid structure have been applied. Economic increases were tabled by the union at 4.5% each on June 22, 2021, 2022 and 2023, the employer's proposal is 1.5% in 2021, 3% in 2022, 2% in 2023, and 1.75% in 2024.

### **Allowances**

The union proposes to create/apply new and expanded occupational allowances to restructured rates of pay. These allowances would increase in all years by the general economic increases negotiated by the parties.

Using the Pay Study results, we can surmise that there is still an overall wage gap of approximately 11% across the TC group. In a bargaining unit as diverse and complex as the TC group, there are certain small groups within each classification that are even further out of step with the market or with internal comparators. Some small occupational groups are experiencing difficulties with recruitment and retention, as employees find better opportunities within the CPA, greater public sector, or in private industry. Rationale for these group-specific allowances that are in addition to what is proposed for the entire bargaining unit will be provided in more detail in the following section. Most of the proposed allowances do not affect large numbers of members, i.e. the monetary value as part of the entire payroll is reasonable.

The need for allowances and market adjustments for smaller groups is directly related to the TC group's archaic classification system, which measures and classifies positions according to the classification standards dating back to the 1960s. Over time and as work has evolved, the classification standards have become progressively less applicable to the types of work done in this bargaining unit. The standard is unable to measure the work and, consequently, jobs are not given credit for certain duties and employees not compensated appropriately. Under the FPSLRA, Unions are prohibited from negotiating classification and updates to the classification system, promised by the Employer for decades, have yet to materialize.

**PART 2 A**

**GROUP-SPECIFIC WAGE ISSUES**

## Transportation Inspectors (Appendix A-1)

### UNION PROPOSAL

- **TI – Aviation (including CASI-OSH, Aerodromes, and Aviation Security):** 20.24% increase to the A-1 rates for TI-05 to TI-08.
- **TI – Marine (including Marine Security):** 20.24% for TI-05 to TI-08.
- **TI – Rail (including Rail Security):** 20.24% for TI-06 to TI-08.
- **TI-TDG, and any other discipline not covered above at Transport Canada or the Transportation Safety Board:** Incorporate into the Rail portion of Appendix A
- Include DND in the list of departments for which TIs meeting the qualifications are eligible for appendix A-1
- Amend the railway safety portion qualifications as per below:

### Railway safety

Rail investigators, **scientists, technologists, professional engineers, supervisors, foremen** and inspectors **holding a university degree, college certificate and/or** with qualifications in at least one of the following disciplines: locomotive engineer, conductor, brake person, track/**geotechnical** specialist, rail traffic controller/dispatcher, equipment/car/locomotive inspector, mechanical officer, signal maintainer and operations officer, and with extensive operational experience in the railway industry or CANAC/FRA certification.

### RATIONALE

There are some very clear pay disparities for TIs within the federal public service. Technical Inspectors regulate the relevant portion of the transportation industry by performing certification activities, conducting regulatory surveillance for compliance with legislative requirements and taking enforcement action for non compliance found within the industry. There are few, if any, direct relevant comparators outside of the public service. However, for this group, there are some directly relevant internal comparators.

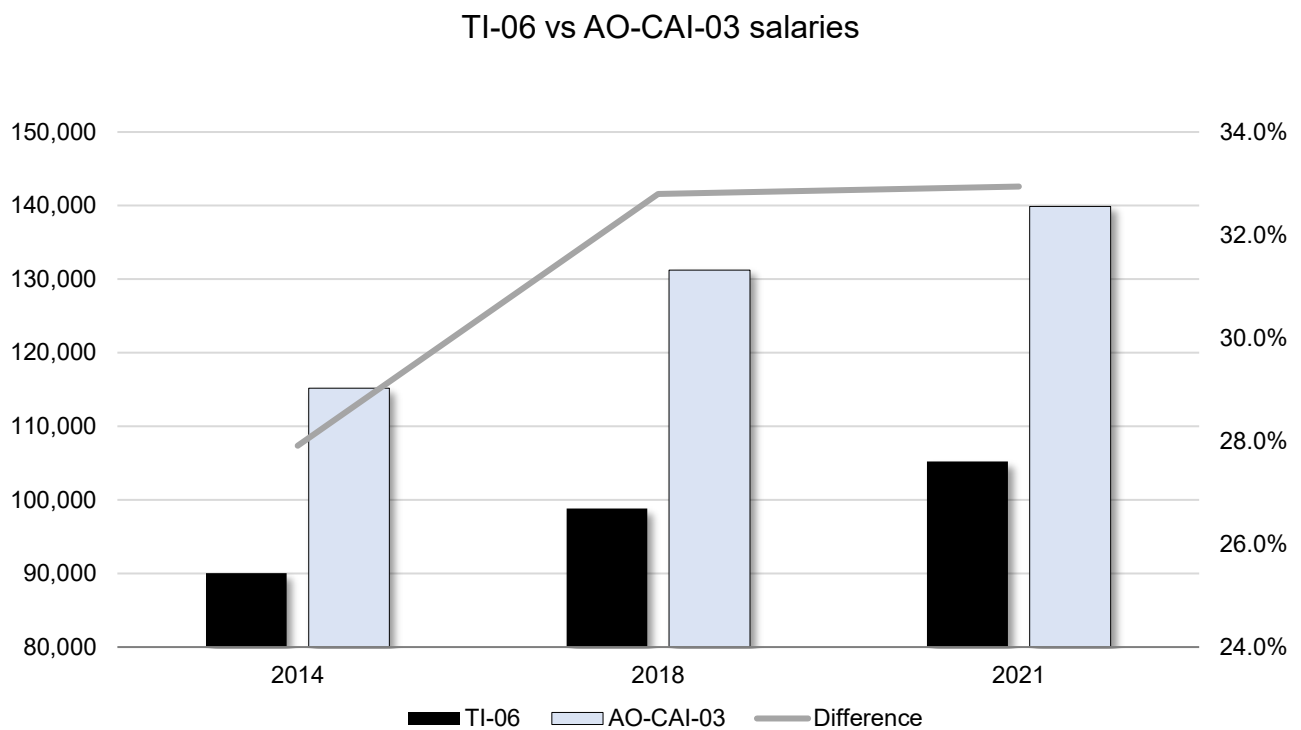
### **Civil Aviation Inspectors - Airworthiness**

Civil Aviation Inspectors work at Transport Canada (TrC) and the Transportation Safety Board (TSB), examining and inspecting the airworthiness of aircraft. Members in these positions perform regulatory compliance investigations, safety investigations and aircraft crash investigations. They work alongside another classification of employees who do



virtually identical work. The TC members are classified at the TI-06 level and their counterparts, represented by the Canadian Federal Pilots Association (CFPA) are classified at the AO-CAI-03 level. Their job descriptions are almost identical and there is no differentiation in terms of which employee can be in charge of an inspection or investigation. Anecdotal recruitment issues are also a factor as potential candidates have reported significant disparities.

The graph below shows salary data for the CAI-AO-03 classification vs. the TI-06 classification. These are the working levels of the respective jobs.

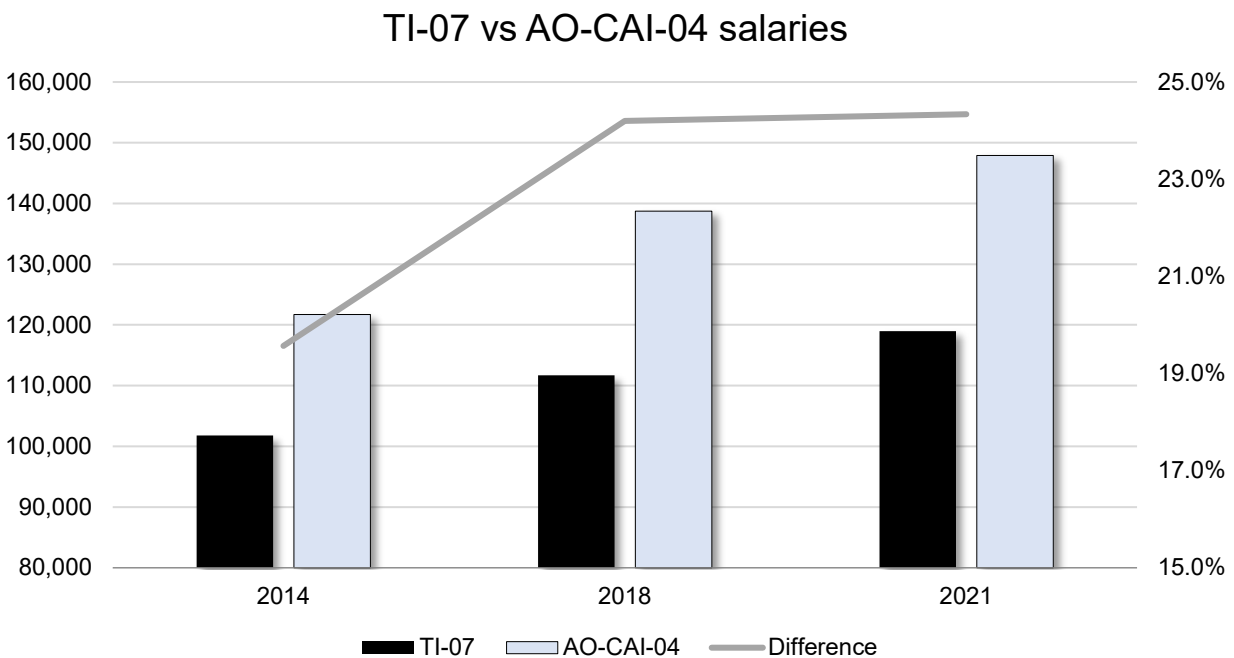


At TrC and TSB, this pay disparity has been long-standing issue. It has been the subject of negotiations between the parties for over two decades. The Union and its members have conducted lobbying campaigns, and the Union has pursued action through almost every possible avenue. Even with some movement on the issue, the gap in salary between these groups remains frustratingly vast.

## Transportation Safety Board Accident Investigators

This is another group of members classified at the TI-07 level who work at the Transportation Safety Board (TSB). They work alongside a group of pilots, who are classified at the AO-CAI-04 level. Again, these two groups of employees do the same work with only one exception: the pilots are qualified to fly an airplane. Despite this difference, their job descriptions are virtually identical. Again, there is no differentiation in terms of which employee can be in charge of an investigation.

With all the same assumptions, the chart below illustrates the large gap in the salaries paid to these groups.



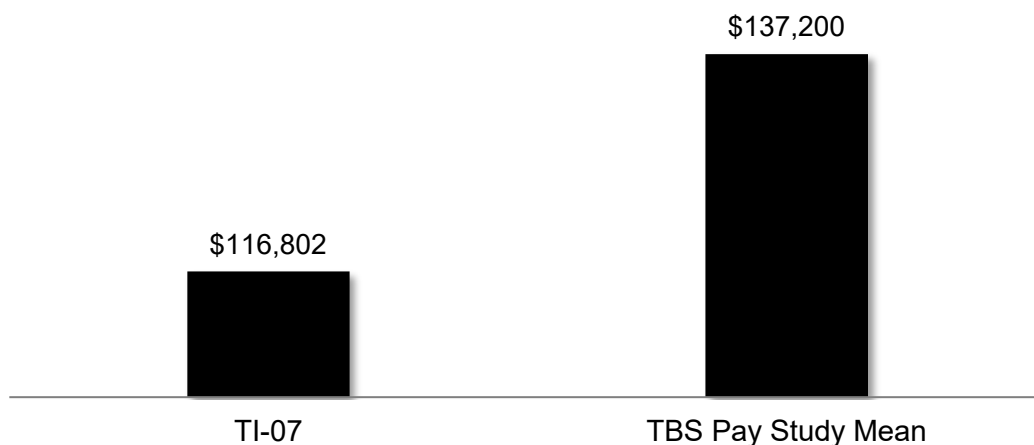
The jobs of the TI Investigators with the Investigations Directorate at the TSB are all extremely technical and highly skilled positions. Investigation work has evolved and increased over the last decade, becoming much more complex, specialized, and requiring advanced knowledge, skills, use of technology and experience. However, this significant inequity in compensation remains a very serious problem for TI members at TrC and the TSB.

## Marine Inspectors

Marine Inspectors are specialized positions requiring certifications, such as Marine Engineer – Class-1 or Class-2, specific qualifications, and extensive years of experience. These employees are required to have knowledge of Canadian and international regulations and conventions. Ships enter Canadian ports from many countries and embark from Canadian ports to many others. International conventions require that marine inspectors have mandatory certification.

Private industry offers significantly better compensation packages for employees who have such certificates. Even the Treasury Board’s own pay study data reflects the Union’s contention that this group is far behind market. During the PIC process in 2013, Treasury Board commissioned their own pay study for the TI group. The Marine Inspectors at the TI-07 level were found to have comparators at the median paid at \$121,100. When adjusting for wage growth, this amount would be at \$137,200 as of 2021.<sup>55</sup> The graph below illustrates that the TC rates for this position are more than 17% behind comparators as shown by the Employer.

TI-07 Marine vs. Comparators



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<sup>55</sup> The TB rate in the pay study was effective for 2012. The Union applied the average wage growth for the federal jurisdiction to age this rate to 2018 <https://www.canada.ca/en/employment-social-development/services/collective-bargaining-data/wages/wages-year-sector.html>

## **Rail Inspectors**

The rail investigators and inspectors are required to have qualifications in the following disciplines: locomotive engineer, conductor, brake person, track specialist, rail traffic controller/dispatcher, equipment/car/locomotive inspector, mechanical officer, signal maintainer and operations officer. Again, for these positions at the TI-06, TI-07 and TI-08 classifications and levels, no internal or external comparators provide an “exact match” in any pay study. The positions cannot be compared since their requirements and responsibilities don’t have matches in the private or public sector.

The inspectors hired by TrC are “industry trained”, which means they do not have certifications but have acquired extensive expertise by working for industry for many years. When they come to TrC, they have already been trained in one or more of the disciplines mentioned above. Therefore, the PSAC proposal is to keep the same historical relativity between the Aviation and Railway Safety allowances as is currently in the collective agreement.

The retention and recruitment issues in Railway Safety are not as alarming as among the Aviation and Marine Technical Inspectors, but with an aging workforce, this is looming in the near future. According to members in these positions, 45 percent of the workforce will retire within the next five years. In the private sector, the railway industry is struggling with the same issue. Competitive wages and benefits would ensure that the Employer is able to attract qualified candidates to these positions.

## **Inspectors Excluded from Appendix A-1**

Over the past few rounds of bargaining, there has been some minimal recognition by the Employer that the compensation for aviation, marine and rail TIs has been lacking. Although the modest improvements to their salaries still did not narrow the gap for the airworthiness TIs with their AO counterparts and with others in industry, it was some progress. This has caused friction within the TI community and has impacted career progression for TIs at TrC.

All TIs at TrC and TSB are required to keep up with changes in industry and technologies. Through surveillance, regular inspection activities and trend analysis, they make recommendations for national program and legislative changes. The individual tasks of three such groups will be very briefly outlined below. There are other groups as well, but based on their significant responsibilities and classification rating, the Union respectfully submits that all such TIs at Transport Canada and the TSB should be placed in Appendix A-1, under the appropriate mode of transportation. The following sections will touch on a number of these positions and their responsibilities.

Security Inspection: Transportation Security Inspectors are the ultimate decision maker in the management of security and terrorist threats and incidents respecting aviation. They are the final decision makers respecting aviation incidents, such as hijackings, bomb threats, and make crucial decisions impacting the police and others in times of crisis.

Civil Aviation Safety Inspectors, Cabin Safety – Occupational Safety and Health (CASI-OSH): This group has a unique role as inspectors responsible for investigations and safety oversight within civil aviation and also having a full second delegation under a separate minister (Labour), that mandates investigations and health and safety oversight. These members investigate injuries, incidents and fatalities involving onboard employees of Canadian aircraft. In this regard, they are often faced with making immediate decisions which may impact on the aircraft working environment and certification.

Dangerous Goods: Inspectors for the Transportation of Dangerous Goods (TDG) are multi-modal, meaning they must work with many different modes of transportation. There is a significant body of knowledge required for railway, maritime or aviation TDG inspections. The knowledge required is often extensive and can be quite different from one mode to the next. In their professional capacity, TDG inspectors must maintain their knowledge on multiple subjects. Along with extensive knowledge of a suite of laws, regulations and standards, inspectors also perform inspections in situations that involve frequent exposure to dangerous materials, placing their health and safety at risk.

As a result of this wage disparity, supervisors at the TI-07 level for the groups excluded from Appendix A-1 earn less than working level TI-06 members who are a part of Appendix A-1. There are cases where a TI-06 is a part of Appendix A-1 who reports to a supervisor excluded from A-1. In this situation, the manager earns substantially less than an employee that s/he supervises, which is clearly an absurd outcome.

Fair classification for this group has been lacking for many years. The tensions in the workplace caused as a result of elevated payments for only some, while all have the same classification, have been simmering for a long time. Fairness would dictate that all TIs at TrC and TSB should all be compensated at the rates in Appendix A-1, which are most relevant to the mode of transport that one inspects.

#### **TIs at the Department of National Defence (DND)**

Currently, under Appendix A-1, a TI who meets the criteria in the pay notes for the experience and/or education requirements is paid at the A-1 rates, rather than the regular Appendix A rates. This applies to employees who work at Transport Canada, the Transportation Safety Board, Public Services and Procurement Canada, Fisheries and Oceans Canada and the Canadian Coast Guard. DND is the only other department which has TIs doing this type of work, but who are not listed as being eligible for Appendix A-1. As there are already five other departments where TIs are eligible to be paid at the higher rates, the Union submits that there is no sound rationale to exclude those who do similar work at DND.

## **EGs and TIs at DND in Fleet Maintenance (Appendix BB)**

### **UNION PROPOSAL**

- Include employees employed by the Department of National Defense in contractor's ship repair yards in the existing allowance of \$2,500.
- Include Life Cycle Materiel Managers (LCMM) at the Department of National Defense who are part of General Aerospace Equipment Program Management, General Land Equipment Program Management, or General Maritime Equipment Program Management.
- A new annual allowance for employees at Fleet Maintenance Facilities (in Victoria, BC and Halifax, NS), Operations Project Management Department shall be introduced as part of salary:
  - Project Management Managers (GT-07): 7.2%
  - Senior Project Managers (GT-08): 10.4%

### **EMPLOYER PROPOSAL**

Increase the allowance from \$2,500 to \$2,673 on a prospective basis only.

### **RATIONALE**

The allowance in Appendix BB applies to several employee groups. EGs and TIs working on vessels at the Fleet Maintenance Facility (FMF) and Formation Technical Authority at the Department of National Defence (DND). They provide technology-level services such as project oversight, quality assurance and equipment/system certification on ships and conduct safety, equipment, and operational inspections on these ships. Members at 202 Workshop Depot do virtually the same work as those in the dockyards group, however they work on specialized DND combat equipment and land-based vehicles.

Certain employees, classified as TIs, mainly perform quality assurance on docked ships, primarily at the Contractor Repair Facility, acting as a direct link between the Department and the contractor. They have a very similar scope of work and duties as those classified as EGs, who perform their work at Fleet Maintenance Facilities. EGs tend to be subject matter experts on the equipment and systems. With a high level of technical knowledge, TIs provide detailed assessments and monitor the Contractor's quality assurance

program and procedures to verify compliance with DND standards. Currently, employees who perform the same, or very similar work for DND are excluded from this appendix simply because their work location is in DND Contractor's Shipyards (e.g. SEASPAN and IRVING).

Likewise, DND life cycle materiel managers (LCMMs) are EGs who are part of General Aerospace Equipment Program Management, General Land Equipment Program Management, or General Maritime Equipment Program Management. As subject matter experts, they perform similar work as employees at FMF and 202 Workshops to ensure that ongoing materiel and contractor requirements are met. Although FMF and 202 Workshops have been traditionally thought of as a "hiring pool", it generally takes six years for LCMMs to become fully competent for their equipment's in-service performance. Their work location is at National Defence Quality Assurance Regions, and Quality Assurance Works Centres. The union proposes to extend the allowance to this group of employees who perform similar work as that of employees at FMF and Workshop 202 but who are currently excluded from it.

The allowance in Appendix BB originated to increase compensation for EGs, acknowledging the additional responsibilities, and ensuring an incentive for career progression. Project Managers (GT-07) and Senior Project Managers (GT-08) at FMFs Operations Project Management Department were once part of the Production (SR) group, and through career progression, became senior and middle managers as part of the TC group. Although their positions are organizationally equivalent to SR-MGT-02/03, their wages are not. They are therefore in a similar position as the employees that this appendix was originally established for: responsibilities increased while salaries did not. By including this small group of GT-07/08 in the DND Operations Project Management Department in the appendix the wage gap with their colleagues at the Production (SR) group would be addressed.



## Canadian Grain Commission (CGC)

### UNION PROPOSAL

- Roll-in pay note #4 (\$2,000 annual allowance) to all PI scales, and apply this new rate to all PIs, regardless of location.
- Match TIs at CGC to any increase to Appendix EE.
- Delete steps 1 and 2 of the PI-CGC-01 pay scale.

### EMPLOYER PROPOSAL

- Delete step 1 of the PI-CGC-01 pay scale on a prospective basis only.

### RATIONALE

There is an existing pay note, which provides a \$2,000 allowance to employees in the PI classification for those working in Vancouver or Prince Rupert. Across various PSAC tables, not just the TC group, the Union and Employer have agreed to eliminate regional rates of pay in almost all cases. This pay note is one of the few such rates that continues to exist. As such, the Union is proposing that this amount be rolled into salary for all employees, eliminating regional rates of pay. Further, the beleaguered Phoenix Pay System Phoenix cannot even process this payment. It is entered manually quarterly by CGC's own compensation team. Adding this as part of PI salary would eliminate this extra burden on the CGC.

### TIs at the Canadian Grain Commission

There is a small group of employees at the CGC who are classified as TIs. This group of TIs does work that is virtually identical to the work of TIs at Measurement Canada. The parties agreed to match rates for these groups last round and the Union simply proposes to continue that agreement going forward.

### Delete Steps 1 and 2 of the PI-CGC Pay Scale

The existing pay scale for the PI-CGC-01 category features eight steps. This is more than almost any other classification in the TC group. Step one is extremely low, not used in practice and the Employer has agreed to eliminate that step. The Union proposes deleting step two as well to bring this classification in line with the majority of other PI pay scales, which are almost uniform in featuring six steps.

## **Labour Affairs Officers (Appendix DD)**

### **UNION PROPOSAL**

After existing allowance rolled into salary, an additional occupational allowance in the following amounts shall be introduced as a part of salary:

- **TI-05 and TI-06:** 6.3%

### **EMPLOYER PROPOSAL**

Increase the allowance from \$3,534 to \$3,779 on a prospective basis only.

### **RATIONALE**

The Labour program protects the well-being of workers and employers in federally regulated workplaces. It oversees federal labour responsibilities, including labour laws, occupational health and safety, labour standards, labour relations and mediation services. Labour Affairs Officers (LAOs) are TIs of Labour Standards, of Occupational Health and Safety, and of Fire Inspections; they perform workplace inspections and enforce the Canada Labour Code Part II and III. LAOs work closely with provincial and territorial governments, unions, employers, international partners, and other stakeholders to promote fair, safe, and productive workplaces and collaborative workplace relations. Qualifications to become LAO include experience in interpreting, applying, and enforcing legislation or regulatory powers, and/or a degree, diploma, or a certificate in Occupational Health and Safety.

The aged pay study revealed that considerable pay disparities for LAO TIs persist with their private and public sector comparators. The existing allowance does not fully address the wage gap with comparators. To close the wage gap of TI-05/06 level inspectors, the union proposes a 6.3% allowance for TI-05 and TI-06 level LAOs/Inspectors, after rolling in the existing \$3,534 allowance.

LAOs obtain compliance through enforcement actions up to and including prosecution. They review accident, injury and illness reports to detect problems related to employee health and safety, provide mediation services to employers and employees involved in unjust dismissal cases and prepare prosecutions. Senior Investigators (TI-06s) have subject matter expertise in all aspects of investigations and work on large-scale, high-profile, and sensitive investigations that involve media attention. They train and mentor new officers, and in their advisory role they liaise with various stakeholders, including the federal government. Working conditions cause significant stress and require extensive flexibility in work hours. Inspectors work weekends and after hours, travel on short notice, and are on week-long 24/7 stand-by rotation every few weeks.

An evaluation of the Labour Standards Program at ESDC (May 2019), resulted in several recommendations to address emerging challenges in labour-market-wide employment practices, such as the rise in precarious employment, in virtual, and contract-work, part-time, temporary, and contractual arrangements, and use of temporary foreign workers. Recommendations included increasing pro-active activities, which, according to program officials would “risk the timeline of reactive activities due to limited resources”. Due to time constraints, inspectors already spend less than the expected amount of time on proactive activities and prevention. It is therefore unlikely that more ambitious targets will be met unless the department attracts and retains additional qualified inspectors.

32% of ESDC-Labour respondents to the 2020 Public Service Employee Survey indicated that they will leave their positions in they next two years, versus 24% of respondents of the Public Service. Of those, 42% are planning to pursue another position within or outside of the department or agency, versus 32% in the Public Service.

Closing the wage gap with comparators in other sectors would help to retain LAOs and prevent departures to other OHS positions, for example at provincial/territorial Ministries of Labour, Transport Canada, or the private sector.

## **Measurement Canada TI (Appendix EE)**

### **UNION PROPOSAL**

After existing allowance rolled into salary, an additional occupational allowance in the following amounts shall be introduced as a part of salary:

- **TI-03 to TI-07:** 14.77%

### **EMPLOYER PROPOSAL**

Increase the allowance from \$3,534 to \$3,779 on a prospective basis only.

### **RATIONALE**

Protecting Canadians and businesses from loss through inaccurate measurements at all levels of trade is essential to maintain domestic and international consumer confidence for goods and services that are based on measure. TIs at Measurement Canada (MC), an agency of Innovation, Science and Economic Development Canada, help ensure the integrity and accuracy of trade measurement in Canada through the administration and enforcement of the Weights and Measures Act, the Electricity and Gas Inspection Act, and related regulations. Approximately 280 staff including 175 MC TIs, carry out the field inspection program. TIs inspect and certify devices to ensure that they measure accurately and are not used fraudulently. As enforcement officers, they implement compliance via a graduated system from warning letters to the removal of devices from service until corrective actions are taken.

In 2013, based on the agency's difficulty in retaining new recruits and experienced inspectors, and the related PIC's recommendation, the union negotiated a \$3,000 annual allowance. Although the union negotiated an increase to \$3,534 in the most recent round, substantial pay disparities persist, as per the aged pay study. For example, a Regional Auditor (Senior) position (i.e. the MC TI-05 position) remains 14.77% behind comparators after factoring in the existing allowance and wage restructure. Chronic understaffing of inspectors makes it very difficult for MC to achieve its mandate, potentially putting

consumers and business at risk. In 2014 the *Fairness at the Pumps Act* (FAPA) enhanced the Agency's enforcement capability through higher and additional court-imposed fees and monetary penalties and a stark increase of required annual inspections from 42k to 250k. The Authorized Service Providers (ASPs) program to contract out inspections was put in place to save costs. Although MC inspectors took on an oversight role, staffing levels remained problematic. Through several hiring freezes, budget cuts, restructuring, promotions, and retirements over 20 years (ending on 2005) MC lost many experienced inspectors. To fill these gaps, the agency implemented a developmental training program hiring at the TI-03, rather than at the TI-01, level. New recruits were allowed to work quasi-independently, develop a level of competency to deliver the full range of working level duties, and eventually get promoted to TI-04. Unfortunately, between 2005 and 2009, 34 recruited TIs left the Agency, most of them TI-04s.

After concluding highly specialized training, to become fully competent, inspectors require several additional years of work experience and mentoring by experienced inspectors. Mentoring duties can place a larger burden on experienced inspectors in understaffed regions. These overworked inspectors are put at an even higher risk of burn-out and become more likely to consider alternate positions. New hires may leave even before completing their practical training. For fully trained and experienced recruits comfortable with the ins and outs of legislation, leaving MC for less challenging positions with fewer responsibilities but significantly better salaries remains an attractive option. Popular employment destinations include the oil and gas sector, large utility companies (i.e. BC Hydro, Hydro Quebec), or the private sector. Other employers will continue to use the Agency as a free training ground unless it offers the appropriate and competitive compensation required to attract and retain qualified personnel.

The union's proposed allowance would compensate members for MC's mandate by performing their highly specialized, help ensure that there is more incentive for inspectors who train new hires and provide incentive for new inspectors to stay with MC once they are fully trained and qualified.

## **Fishery, Environmental Enforcement and Wildlife Officers (Appendices Z and AA)**

### **UNION PROPOSAL**

After existing allowance rolled into salary, an additional occupational allowance in the following amounts shall be introduced as part of salary:

- **GT-02 to GT-04:** 17.7% of salary
- **GT-05 to GT-07:** 14.4% of salary

### **EMPLOYER PROPOSAL**

Increase the allowances from \$3,534 to \$3,779 on a prospective basis only.

### **RATIONALE**

Fishery Officers, Environmental Enforcement Officers and Wildlife Officers are Peace Officers who perform difficult, high-risk jobs. These enforcement officers directly enforce laws and regulations, put themselves in harm's way, must be prepared to use force, and can be held personally liable for doing so. They have the responsibility to make independent decisions and actions.

Due to an outdated classification system, which does not rate the enforcement activities that form much of Enforcement Officers' work, their compensation is not commensurate with their duties. This situation contributes to low morale, poor labour-management relations and recruiting challenges.

All three groups of enforcement officers make life and death decisions on the spot with no opportunity to consult upward and engage in dangerous work such as surveillance, armed boarding, seizure, arrests, and crowd control, frequently under bad weather conditions, rough seas and in stormy weather on land, sea, and air. Officers wear bullet-proof vests, and carry pepper spray and batons as defensive weapons to help them to safely perform their enforcement activities. Fishery Officers and Wildlife Enforcement Officers carry firearms.

**Fishery Officers**, the largest group in the GT classification, enforce the Fisheries Act and other related Acts and Regulations. Approximately 450 Fishery Officers patrol land, sea, and air, to protect and conserve Canada's freshwater and marine fisheries resources and habitat, ensure safe navigation of Patrol Vessels, guard the environment during emergencies, sustainably manage fisheries and aquaculture, and protect oceans. They complete one of the most extensive training programs of any Canadian enforcement group including a three-year apprenticeship program, firearms and legal training through the RCMP academy, 36 months of probation and various competency tests.

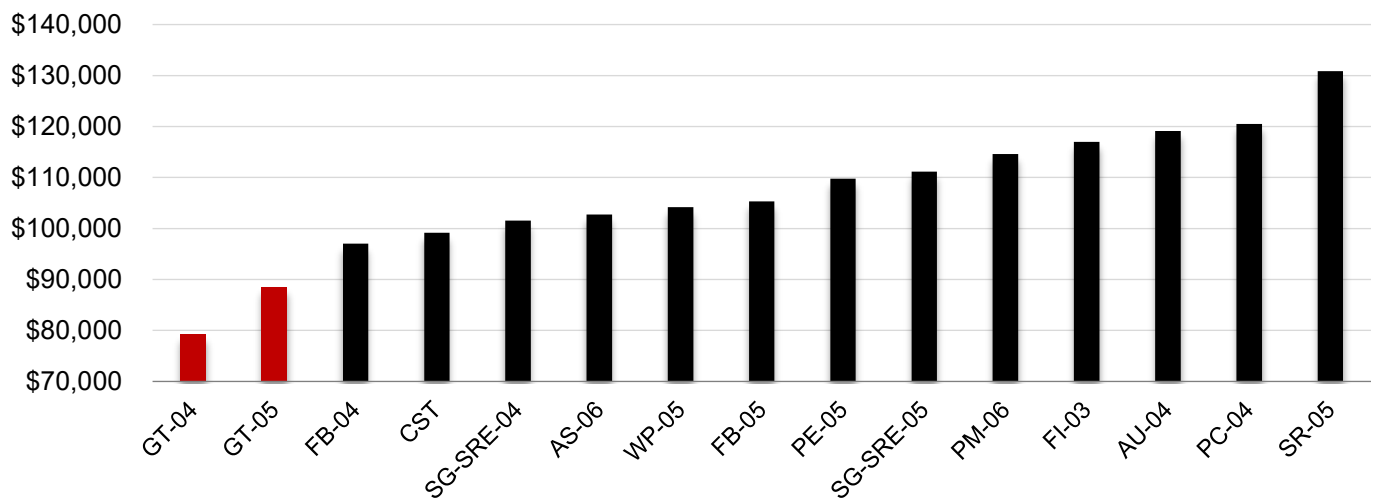
**Environmental Enforcement Officers** are part of Environment and Climate Change Canada's (ECCC) Enforcement Branch (EB). Approximately 128 enforcement officers across Canada enforce Acts and Legislation that deal with risks to the environment and its biodiversity, including laws that regulate activities that may pose a risk to the environment and/or human health. They protect the public from toxic substances and their release into the air, water, or land, greenhouse gas emissions, and the import and export of hazardous substances. Officers collect evidence, investigate crimes to lay charges, and ensure clean-up of contaminated sites. They work in all weather conditions, often in very remote locations, and liaise with other enforcement agencies, including Interpol.

**Wildlife Officers** are part of the ECCC's Enforcement Branch under the Wildlife Enforcement Directorate. Virtually all arguments made above apply equally to Wildlife Officers. Approximately 75 Wildlife Officers work in the field at extreme temperatures and in all terrains, enforcing federal legislation that protects Canada's plant and animal species, migratory birds, and foreign and endangered or threatened species in trade. Training includes legislation, firearms, defensive tactics, and investigative skills, surveillance, reptile handling, major case management, forensic interviewing, and search warrant drafting. Dedicating their lives to the protection of wildlife and endangered species, they watch over 400 species of migratory birds across 10 million square kilometers and protect 550 species at risk. As they are up against organized crime, corporations trying to evade regulations, and individuals who poach or traffic endangered



species, and destroy or pollute habitats, these officers carry arms and sometimes work as undercover officers.

These groups of enforcement officers at the TC table are the lowest paid in the entire federal government. While the comparisons made below may not all be completely apples-to-apples in terms of duties, the nature of the work required to bring violators to justice in a Canadian court of law is reasonably consistent across the board for the lead investigators. Below, a table and graph show a large variety of positions within the core federal government and agencies that act as investigators. There is a huge variation in pay rates, but notably, the enforcement officers in the TC group are the lowest paid and by a fair margin. This is especially concerning in that these employees act as federal investigators, and also have the added responsibility of carrying out these functions as armed peace officers, which is not true of all other investigators listed below.



<b>Job Title</b>	<b>Classification</b>	<b>Annual Pay Rate</b>
Fishery Officer and Environment/Wildlife Enforcement Officer	GT-04	\$ 79,267
Fishery Officer – Field Supervisor/ Environment/Wildlife Enforcement Officer	GT-05	\$ 88,538
Intelligence officer (CBSA)	FB-04	\$ 97,007
RCMP Officer – Constable	CST	\$ 99,169
Regional Regulatory Compliance & Enforcement Officer	SG-SRE-04	\$ 101,555
Investigator – OPSICC	AS-06	\$ 102,712
Senior Investigator (CSC)	WP-05	\$ 104,200
Investigator CBSA	FB-05	\$ 105,338
Investigator Public Service Commission of Canada	PE-05	\$ 109,788
Senior Corporate Regulatory Compliance & Enforcement Advisor	SG-SRE-05	\$ 111,162
Senior Investigator (OCLC)	PM-06	\$ 114,592
Senior Investigator (GAC)	FI-03	\$ 116,986
Senior Civilian Criminal Investigator, Financial Crime	AU-04	\$ 119,121
Regulatory Compliance Officer (Incidents) Canada Energy Regulator	PC-04	\$ 120,520
Senior investigator (CFIA)	SR-05	\$ 130,874

Recently, other agreements for enforcement officers have seen substantial increases. For example, enforcement officers at Canada Border Service Agency (FB group) were converted to a new classification standard that recognizes their enforcement duties in the 2011 round of negotiations. They then negotiated increases of 19.5% and an additional 17.5% increase over two rounds of negotiations. An FB-04 level Enforcement Officer (97,007) makes 22.4% more than a TC GT-04 level Enforcement Officer (79,267), and an FB-05 (105,338) makes 19% more than a TC GT-05 level Enforcement Officer (88,538). This pay gap persists even though unlike TC group Enforcement Officers who are required to possess a post-secondary diploma and significant experience enforcing legislation with a law enforcement agency, CBSA officers do not require either. After rolling in the current allowance, and the addition of an increment, the proposed new allowances (as part of salary) of 17.7% for GT-02 to GT-04 and 14.4% for GT-05 to GT-07 would close this substantial wage gap.

Recruitment and training can pose a heavy strain, where annual or biannual recruitment can take up to seven months and training can draw up to ten officers for several months. It then takes a minimum of five years to become a fully functional Enforcement Officer. The struggle to maintain appropriate staffing levels is evident: Currently, out of 385 ECCC GT Enforcement positions in the org chart, roughly 152 are listed vacant. Out of 102 GT-05 positions listed in the Wildlife Enforcement Branch, 55 are not occupied. Upon completion of their training, officers compete for higher paying positions with other departments. Migration between ECCC and DFO exacerbates retention issues – working level GT-04 officers from one department often leave for GT-05 positions with the other. Until wages are appropriately lifted, the never-ending cycle of costly and time-consuming recruitment and training of new officers will continue.

## **EGs at Percy Moore and Norway House Hospitals (Appendix X)**

### **UNION PROPOSAL**

After existing allowance rolled into salary, an additional occupational allowance in the following amounts shall be introduced as a part of salary:

- Laboratory Technologist: \$15,000
- X-ray Technologist: \$15,000

### **EMPLOYER PROPOSAL**

Increase the allowance from \$5,000 to \$5,346 on a prospective basis only.

### **RATIONALE**

Two federally owned/operated hospitals service primarily Indigenous communities in Manitoba. Norway House Hospital (800km north of Winnipeg) has six in-patient beds, services X-ray, dialysis, a palliative care unit, ER, and social services, and serves Norway House Cree Nation, a growing Indigenous community of 7,500. The 16-bed Percy E. Moore Hospital (on the Peguis First Nation Reserve, 192 km north of Winnipeg), serves 10,000 members of the Peguis, Fisher River and Kinonjeoshtegon First Nations, and surrounding communities.

As a critically important part of the health-care system, Laboratory and X-ray-Technologists provide rapid, error-free, diagnostic services and analysis of test results required for accurate diagnosis and treatment, including collection of blood and other samples, running medical tests, performing EKGs (electrocardiograms), and diagnostic imaging/radiology. Only two X-ray techs/supervisors at each hospital cover 24 hours/day without back-up staff for relief shifts. Hours outside of daily 8am-5pm and 9am-5pm shifts are covered by alternating “one week on, one week off” on-call shifts, with similar schedules for lab techs with variations in the on-call/off-call rotation. High-stress working conditions, high-rates of call-backs and prolonged periods of little or no sleep are conducive to burn-out and increased staff turn-over. Combined with the rural/remote location and very limited housing options, make recruitment and retention extremely

challenging. Chronically understaffed, employees may be called back many times in one night, returning to work the next day shift on little or no sleep. Covering the absence of a technologist means that employees get less than two days off per two weeks and employees frequently take vacation days to get a night of sleep. Long hours, excessive overtime, call-backs, and standby shifts increase physical and mental exhaustion, and sick leave. Tired employees means that processing times and costs increase, patients wait longer to get test results, and chances of costly and dangerous mistakes are higher.

All Canadians must have access to accurate and timely healthcare, including radiology and laboratory services and significant gaps in the overall health status of Indigenous peoples compared to non-Indigenous Canadians must be addressed. In response to Canada's Truth and Reconciliation Call to Action #18 "*...to recognize and implement the health-care rights of Aboriginal people...*", the federal government stated that "*Canada has committed to... improve access to high-quality and culturally relevant services...Canada will recognize and protect the health of Indigenous peoples on an equitable basis... backed with the investments needed to deliver high quality health care for all Indigenous peoples.*" Starting in 2021/2022, Budget 2021 includes \$1.4 billion over five years, and \$40.6 million ongoing, to maintain essential health care services for First Nations and Inuit, \$107.1 million over three years to improve access to high- health care for Indigenous peoples, and \$354 million over five years to get more medical professionals into remote First Nations communities. Although staff shortages were exacerbated by COVID-19, rural/Northern Manitoba's hospitals have already been forced to close their doors due to lab staff shortages and lack of on-site laboratory services. A \$100 million medical facility to help address Norway House's ongoing healthcare needs is scheduled to open in 2022. The federal government's response to the TRC Call for Action 18, and commitments in Budget 2021 are directly related to ensuring that staff is available at Percy E. Moore and Norway House, and are appropriately compensated to provide the same high-quality healthcare services to these First Nations communities that all Canadians expect and deserve.

## **New: Allowance for Salmonid Enhancement Program Workers**

### **UNION PROPOSAL**

A new annual allowance of \$3,000 shall be introduced as part of salary for Fish Hatchery, Aquaculture, and Stock Assessment workers as part of the Salmonid Enhancement Program (SEP) at the Department of Fisheries and Oceans:

- **GT-02 to GT-06**
- **EG-02 to EG-05**

### **RATIONALE**

Canada's Pacific salmon stocks have declined by up to 93% since the early 1990s, facing multiple threats including climate change, contaminants, and changes in land and water use. Thousands in rural and coastal British Columbia and Yukon First Nations communities rely on the federal government to protect and recover salmon, important for food, social, and ceremonial reasons. PSAC members play a key role in the efforts to conserve these vulnerable salmon stocks, working erratic, long hours, often with no time off on weekends, in remote, hazardous locations, putting themselves in harm's way. Compensation is not commensurate with their duties and recruitment into these positions is difficult. The \$3,000 annual allowance would aid in recruitment efforts and compensate workers appropriately for this highly specialized, difficult work.

Approximately 150 PSAC members work as Watershed Enhancement Managers, Fish Enhancement Technicians, Fish Culturists, and Operations Managers at the hatcheries, while Aquatic Science Technicians work in stock assessment. Adult salmon rely on spawning channels as safe habitat to lay eggs, which will eventually incubate on site. Each year, SEP hatcheries and spawning channels support salmon stocks by releasing almost 300 million juvenile salmon, with a four million return in adult fish. PSAC members work at hatching and spawning facilities. Employee retention at SEP is crucial – the success of the program relies heavily on local knowledge and recruitment. Each species in each river is unique, requiring specialized capture methods, and each river provides different challenges to broodstock harvests, including specific disease concerns,

incubation techniques, rearing specific issues including variance in competition for food, and release specifics. Someone working at the Bella Coola hatchery could not necessarily transfer their local knowledge to a different hatchery. The hatcheries rely on First Nations partnerships, traditional, area-specific knowledge and local recruitment. Approximately 90% of Fish Enhancement Technicians are local and members report difficulties with recruitment for this highly specialized, physical work in harsh and dangerous conditions and remote work locations.

Training requirements are in line with the rugged and often dangerous working environment in the moving waters of rural British Columbia, including robust firearm (including shotgun) handling, and bear-behaviour, important as Grizzly Bears are a frequent and hazardous feature at these worksites. Snorkeling in moving water during brood assessment, setting nets, and performing population assessments require swiftwater rescue training, ferrying down these rivers requires swiftwater boat training. Hatcheries have different challenges – Snootli Creek has many remote locations and bear “issues”, while Capilano entails more public engagement and other unique challenges.

## **New: Ammunition Technicians**

### **UNION PROPOSAL**

A new annual allowance of \$3,000 shall be introduced for all ammunition technicians.

### **RATIONALE**

Civilian Ammunition Technicians (CATs) in the GT group, ensure that members of the Canadian Armed Forces (CAF) receive fully serviceable ammunitions and explosives of all types, from small arms to missiles and torpedoes. CATs work with all types of ammunition and explosives (A&E), perform ammunition maintenance, technical inspections, proof, and test logistical disposal of A&E to support the CAF. A lapse in attention or error in judgement could result in the catastrophic injury, maiming or death of the employee, their colleagues, military personnel or the public, the loss of tactically crucial ammunition stocks and infrastructure. Working conditions are highly stressful, with unforgiving environments, exposure to extreme temperatures, freezing rain, noxious odors, noises, sleet, dirt, dust, and mud for prolonged periods of time. The Union proposes a new CAT occupational allowance, commensurate with this highly specialized, important work.

The pay study showed considerable wage disparities across the GT group. The proposed allowance would help close the pay gap for CATs, which is 5.7% after wage restructuring has been applied. The proposed allowance would compensate members for the considerable expertise required to perform this highly specialized, hazardous work, and significant responsibility that falls on them to provide crucial support to the CAF.

Typical functions of a CAT include:

- inspecting, certifying, and reclaiming ammunition, ammunition salvage, and ammunition scrap,
- the materiel management, repair, assembly, disassembly, refurbishment, modification and logistical disposal of A&E,



- investigating of ammunition incidents/accident,
- handling (loading, unloading, packing, or unpacking) Class 1 (i.e. substances or articles with a mass explosion hazard),
- providing technical advice on A&E safety matters,
- operating equipment in support of static domestic or deployed ammunition operations,
- logistical and materiel management functions associated with the storage and maintenance of ammunition, and
- voluntary deployment during armed conflict to provide a range of ammunition support activities

CATs were introduced to alleviate a 25% staffing shortfall in the CAF in the Ammunition Technician occupation exacerbated by an aging pool of qualified personnel. With the exceptions of tasks of a purely military nature CATs have a skill set and structure equivalent to that of CAF counterparts, and some CATs in the TC group are former CAF members. Currently there are approximately 116 CATs, a decrease from 190 in 2009. Understaffed and overworked employees get more tired from increased overtime and higher shift frequency, are more prone to mistakes, and may endanger themselves and others. Without significant improvements in wages, achieving optimal staff levels remains a challenge, contributing to a serious lapse in safety inspections of degrading ammunition and explosives, and potentially endangering crucial personnel and CAF operational capabilities. These workers, who perform safety inspections in treacherous conditions, should receive this occupational allowance to close the wage gap with their comparators, as shown by the pay study.

## **New: Allowance for EGs at Directorate of Technical Airworthiness and Engineering Support (DTAES) EGs at DND**

### **UNION PROPOSAL**

A new annual allowance shall be introduced as part of salary for EG-06 and EG-07 level employees working as Airworthiness Auditors under the Aeronautics Act at the Directorate of Technical Airworthiness and Engineering Support (DTAES) for the DND:

- **EG-06:** 12.2%
- **EG-07:** 15.3%

### **RATIONALE**

Aviation Inspectors at Transport Canada (TrC) and the Transportation Safety Board (TSB), examine and inspect the airworthiness of aircraft. Airworthiness Auditors at DND perform the same work, but for military aircraft. Currently there are three EG-06 positions and one EG-07 position at the Directorate of Technical Airworthiness and Engineering Support (DTAES). The work description of DND Airworthiness Auditors is almost identical to that of TC Civil Aircraft Safety Inspectors.

Although they fulfill the same role as TrC Airworthiness regulators from TI Aviation Safety, equivalent in responsibilities, criteria, and work description, they are compensated substantially below their counterparts. Since 2014, Marine, Air, and Rail Safety Technical Inspectors (TIs) are covered under Appendix A-1. This very small group of EGs doing equivalent work did not receive an equivalent increase. Recruitment and retention are problematic for this group, which is currently down to four employees.

The Union's proposal would close the pay gap for these aviation auditors with TI-06 and TI-07 airworthiness inspectors on the A-1 aviation payscale.

Note that the EG-06/07 Airworthiness Auditors have started a classification grievance process to be re-classified as TI's with the goal of inclusion in Appendix A-1 (Aviation) pay-scale. The union has already tabled a proposal to include DND as an eligible department for Appendix A-1, however, should these EGs be reclassified as TIs

(Aviation), the paynotes would need to be updated as outlined below to ensure inclusion in the appendix:

2. Air investigators, civil aviation safety inspectors and aircraft inspectors who have extensive aircraft maintenance engineering experience and who possess a valid Aircraft Maintenance Engineer licence **at Transport Canada, and Airworthiness Auditors employed by DND who have extensive aircraft maintenance experience and possess *Aircraft Certification Authority (ACA - Level A on aircraft)* and Aircraft Release Authority (ARA) under the DND/CAF Airworthiness Program.**

## **New: Flight Pay**

### **UNION PROPOSAL**

Flight pay shall be payable at a rate of thirty dollars (\$30) per hour while flying for any employee whose duties must be conducted in an aircraft.

### **RATIONALE**

Flight pay compensates workers for exposure to the environmental conditions associated with flying operations.

Many different employees in the TC group may be required to perform their duties in an aircraft. Some examples include Fishery Officers who perform aerial surveillance to enforce fishing regulations, aircraft maintenance engineers and surveillance officers who fly with the aircraft to ensure that they are in good working condition, and biological technologists who survey waterways and ice conditions, often in remote areas.

The Union is proposing that there be a set hourly amount provided for flight pay to compensate employees for the cramped, noisy and uncomfortable nature of their duties. Flight pay is a frequent feature of comparable collective agreements where employees must perform work in aircraft. Note that the language ensures that this would not be paid for a regular transit flight where an employee travels by commercial means.

## Appendix R: Certain Aircraft Maintenance Engineers

### UNION PROPOSAL

1.a) ii) Notwithstanding the above, Travel Status Leave, clause 34.09 of this agreement, shall apply to employees covered under **this appendix**. ~~the Special Assignment Allowance in clause (c) below.~~

- **Improve flight pay**

- Improve 2a) test flight premium, and 2b) flight duties other than test flights:

- a) Aircraft maintenance engineers who are required to perform flight duties other than test flights shall be paid an allowance of **thirty one hundred dollars (\$30)** per **hour of** month, ~~provided such employees complete not less than fifteen (15) hours' flying time in the performance of such duties each calendar quarter.~~

- b) Aircraft maintenance engineers shall be paid a flying time premium of ~~fifteen~~ **forty-five** dollars ~~(\$15)~~ **(\$45)** per hour or part thereof, while performing flight tests authorized by the appropriate responsible manager or the team leader in Ottawa, or by the Regional Manager Aircraft Maintenance, the team leader or the senior aircraft maintenance engineer in the regions.

- **Increase shipboard or special assignment allowance**

- 1 b) They shall receive a weekly shipboard or special assignment allowance of **forty thirty (40)** hours compensation at **double time** ~~the rate of time and one-half (1-1/2)~~ for each period of seven (7) days in which he or she is required to undertake shipboard or special assignment duties. Periods of less than seven (7) days will be pro-rated.

- **Special assignment allowance**

- 1c) The special assignment allowance applies to **all** helicopter operations north of ~~fifty five (55°)~~ degrees latitude north.

### RATIONALE

As addressed above, flight pay compensates workers for exposure to the environmental conditions associated with flying operations. This appendix provides for specific conditions for employees who perform many hours of work in flight.

The proposed changes in this Appendix are to ensure that flight pay is not arbitrary and that it matches the industry norm. An employee could currently perform 14 hours of flight time and get nothing, or perform 30 hours of flight time and get the same as if they had done 15 hours. The Union proposes a clear and simple formula whereby flight pay would be for each hour worked in flight. Further, the Union is proposing a significant increase to the payment for test flights. Test flights are generally done after maintenance work is done on aircraft. Following the maintenance, tests must occur to ensure that the aircraft is safe to fly in regular operations. The increased risk associated with such flight should be appropriately compensated.

The Union also proposes that there be higher compensation for working on special assignments. During such assignments, employees do not have set hours of work and are not paid overtime. Employees have told the Union that they do not believe that the additional weekly allowance provided adequately compensates for the additional work that is done on assignment. Further, the Union submits that such allowances should exist regardless of where the flights are made. Employees work in isolated areas during assignment and even if that flight is not above 55 degrees latitude north, they are subject to very similar conditions.

## **New: Single Aircraft Maintenance Engineer Base Allowance**

### **UNION PROPOSAL**

Introduce annual allowance of \$6,000 for AMEs who are the only AME working at the base.

### **RATIONALE**

Aircraft Maintenance Engineers (AMEs) do the required maintenance and technical work to keep aircraft flying. They certify an aircraft's airworthiness after maintenance, inspection, repair, or modification. AMEs also repair or overhaul the aircraft and supervise, perform, and document routine maintenance.

To obtain their certification from Transport Canada and the Canadian Council for Aviation and Aerospace (CCAA), AME trainees must complete 48 months of practical experience in addition to a two-year college program. AMEs act on behalf of Transport Canada to ensure the safety of the Canadian public as it pertains to the maintenance of certified aircraft. They can supervise the work of unlicensed workers, bearing the responsibility that the work was completed correctly.

Across Canada, the Canadian Coast Guard (CCG) has 20 rotary aircraft at 11 bases. CCG uses helicopters to ensure the safety of marine traffic, to monitor ice conditions and to transport cargo and personnel to remote sites not accessible by any other means. AMEs may also be dispatched for Search and Rescue duties if they are available and close to an incident, or to support Fisheries Officers and various research projects. Recruitment and retention issues have been an ongoing challenge.

At several the bases where AMEs work, due to the remote location, there is only one AME on duty. This AME will have additional responsibilities to ensure that the work gets done. They are essentially at the beck and call of the Employer to ensure that the aircraft are in working order and ready to fly.

Previously, when this group was classified under the SV agreement, there was an allowance for this reason. Despite numerous grievances filed, this group is still paid at the same rate that any other AME is paid, despite having significantly more duties and less control over their working hours.

Canada is experiencing a critical and worsening shortage of AMEs and new graduates and qualified personnel will have many opportunities to accept positions with reasonable working conditions at the location of their choice. Some employers offer allowances as an incentive to recruit AMEs work in remote areas. This allowance would help to ensure that there are qualified workers that will come and stay at these bases.



## Employees in the Engineering and Scientific Support (EG) and General Technical (GT) Groups Working Shore-Based Positions at Canadian Coast Guard (CCG) (Appendix W)

### UNION PROPOSAL

Roll in current allowances paid under this appendix; and

- Confirm eligibility for this allowance for employees holding masters and/or mates' certificates of competency
- Include employees who work in shoreside operations in this allowance
- Introduce additional allowance in the following amounts as part of salary

	Existing allowance	Existing annual salary including rolled-in allowance	Additional new monthly allowance
<b>EG-06</b>	483	99,595	361
<b>EG-07</b>	370	107,621	469
<b>EG-08</b>	-	113,499	927
<b>GT-06</b>	570	101,339	490
<b>GT-07</b>	529	114,738	172
<b>GT-08</b>	353	126,693	140

### EMPLOYER PROPOSAL

	Existing allowance	Proposed Increased Allowance
<b>EG-06</b>	483	516
<b>EG-07</b>	370	396
<b>EG-08</b>	-	-
<b>GT-06</b>	570	609
<b>GT-07</b>	529	566
<b>GT-08</b>	353	377

2. Employees at Fisheries and Oceans Canada, Canadian Coast Guard who are incumbents of EG-6 and EG-7 and GT-6 through GT-8 levels in the following positions and who **meet the conditions listed under point 3 i) below** shall be entitled to a terminable allowance as listed below.

3. i) Employees working at Canadian Coast Guard for the Integrated Technical Services and Vessel Procurement who are required in the performance of their duties to have knowledge of **one of the following**: design, construction, ~~operation~~ or maintenance of vessels as demonstrated by possession of a marine certificate of competency or post-secondary degree/**diploma in a technical discipline applicable to their duties (e.g. electrical, mechanical, naval architecture, etc..)** and **extensive marine field experience**, or Transport Canada Marine Safety ~~Engineering~~ or Canadian Coast Guard Marine Electrical certificates of competency, ~~combined with extensive experience in the field.~~
  - ii) **The conditions listed under point 3i) will apply only to employees employed after (Month/Day, 2022), the signing date of this agreement. Employees currently in receipt of this allowance are grand parented.**

## **RATIONALE**

This appendix provides an allowance for Canadian Coast Guard (CCG) employees who work in shoreside positions. Employees in shoreside positions do the work required to ensure that the vessels and other assets of the CCG are in proper working order to deliver their programs. For example, employees in these positions manage the maintenance of equipment, configure and prepare data for the systems used to maintain the vessels, plan and execute heavy duty maintenance, upgrade equipment and act as the experts and points of contact for any information or regulatory information regarding CCG vessels.

The Union proposes that the allowance be increased and rolled into the salary to address the fact that this additional compensation was initiated to address the shortfalls in competitive salary levels that are present in the Marine Industry as a whole. It is important to note that over the past several years, typical work performed by the TI Marine group has been transferred on to the EG marine Group. Typical inspections normally performed by the TI group have been dropped and/or left to the classification societies and the EG group to pick up. This group is paid well below that of the TI-Marine classification.

Additionally, EG-08s currently do not receive an allowance and the new organizational chart will place EG-08s in a supervisory position over the EG-07s. The Union proposes

adding this group to the allowance to reflect a proper wage differential and support the supervisory role.

### **EMPLOYER PROPOSAL**

The Employer proposes to increase this allowance by the same amount as the economic increases. Notably, they also propose to remove 24 of the 137 positions who currently receive this allowance. The Employer believes that this wording allows for “non-technical” employees to receive this allowance. The Union sees no demonstrated need to remove these 24 positions.

## **Search and Rescue Coordination and other Coast Guard Positions (Appendix CC)**

### **UNION PROPOSAL**

After existing allowance rolled into salary of all members, including the newly added ones, an additional occupational allowance in the following amounts shall be introduced as a part of salary:

- 10% for:
  - GT-05 at (JRCC)
  - All levels of the GT and EG groups
  
- Introduce new occupational allowance equivalent to the existing allowance under Appendix CC plus the increases listed above to all employees who possess Transport Canada or Canadian Coast Guard Marine certificates of competency in the following jobs:
  - GT-05 Icebreaking Program Officers
  - Emergency Operations Centre Officers (GT-05) who work in Regional Operations Centre, as well as the deputy superintendents (GT-06)

### **NEW – Appendix for Employees in Environmental Response and SAR at the CCG:**

Provisions related to time worked while on field interventions:

- a. **The maximum duration of time worked on a field intervention be fifteen (15) consecutive days.**
- b. **Pay shall be at double (2) time for all hours worked in excess of (15) days until the employee can be relieved.**
- c. **An employee shall accumulate one (1) day's leave with pay for every five consecutive days working on field interventions.**
- d. **Employees must be granted a minimum of three (3) days' rest at home following an intervention period of at least five (5) days before deployment for another intervention period.**

### **EMPLOYER PROPOSAL**

Increase the allowance from \$5,354 to \$5,725 on a prospective basis only.

### **RATIONALE**

After rolling the existing allowance into salary, the union proposes a new allowance of 10% of current salary for those currently included in the allowance and expanding it to

additional closely related positions. Neither the current allowance, nor the employer's proposal to increase it to \$5,725, fully addresses internal and external wage gaps and recruitment and retention issues for this group. Marine Search and Rescue (SAR) Coordinators support the Department of Fisheries and Oceans (DFO), the Canadian Coast Guard (CCG) and the Department of National Defence (DND). They work out of one of three Joint Rescue Coordination Centres (JRCCs) and two Maritime Rescue SUB-Centres (MRSCs). JRCC SAR Coordinators plan, co-ordinate, conduct and control marine SAR operations, alongside Canadian Armed Forces (CAF) Air Force Pilots and Navigators (Captains) who perform the same operational tasks in an Aeronautical context. TC SAR Coordinators perform approximately 80% of the workload.

A shortage of qualified marine personnel in shore-based positions and wages below those of comparators are causing recruitment and retention problems, which makes addressing salary gaps especially important. Relying on the employees' willingness to put in thousands of hours of overtime to maintain 24 hours/day coverage to make up for insufficient staffing levels is unsustainable and expensive.

While CAF captain salaries are \$111,012, TC members earn \$90,358, a \$20,654 gap not including the CAF cost-of-living allowance. When salaries were similar, Ship's Officers (SOs) often took on GT-05 positions to fulfill a shore-side experience requirement allowing them to compete for higher-level positions. A 2018 arbitration decision awarded a 12% increase to SOs, making it unlikely for them to take on lower-paid GT CCG positions and closing that recruitment avenue. To increase recruitment, the employer lowered the required competency levels for SAR Coordinators, expanding the list of certificates, and reducing the sea experience requirement.

Hovercrafts (or AVCs) are typically operated by two pilots, and four to six rescue crew members and Canada's two hovercraft bases provide on-site engineering support. Sea Island station's maritime rescue diving fleet specializes in rescues from overturned or submerged vessels, cars etc., and the Trois Rivieres base specializes in ice breaking. Positions at hovercraft bases are similar to those at JRCCs and are thus subject to long-

standing shortage of qualified hovercraft pilots. The group draws from the same group of SOs and requires the same types of certifications from internationally recognized marine organizations. A move by skilled and qualified TC members to better paying SO positions is more likely than the reverse after the SO group wage increase, making a strong case for increased compensation. The union also proposes to include the four Icebreaking Officers (two in the summer), with marine certificates of competency in the allowance.

Canada's three Regional Operations Centres (ROCs) facilitate the scheduling and coordination of the CCG's Fleet for regular program delivery and during emergencies. Without appropriate compensation understaffed ROCs will make it difficult for CCG to retain and recruit employees and carry out its mandate. GT members at ROCs work in a 24/7 operational context. The certifications held by members at ROCs are valued by many employers. The union proposes to include Emergency Operations Centre Officers (GT-05) and as well as the deputy superintendents (GT-06) who work in Regional Operations Centre and have Transport Canada or Canadian Coast Guard Marine certificates of competency in this allowance.

### Field Interventions

Employees working in environmental response at CCG respond to oil spills as their field interventions. This work is highly stressful and dangerous, with exposure to traumatic conditions or situation which could have a long-term detrimental effect on their mental health. At the same time, working hours are extensive and erratic, as staff for field interventions may be required to respond to an incident at any time day or night. Interventions in response to fire may include exposure to chemical, radioactive, viral, or infectious products, and may require employee to recover deceased persons and/or body parts as part of a rescue mission.

In addition to being very stressful, field interventions can also last more than 15 consecutive days, for example when the no relief employee is available, or vessels cannot return to shore. Consequently, employees remain on the vessels, unable to go home or ashore to get appropriate time to rest, even if there is a relief employee on the vessel.

Additionally, due to the nature of the work and there is often inadequate time between shifts to rest properly, especially for employees on call.

The union proposes to limit field interventions to 15 consecutive days. If no relief employee is found after 15 days, then any additional time should after 15 days be compensated at double time. To ensure that employees get adequate rest and time off between interventions, the union proposes that employees earn one day's leave with pay for every five continuous days working on field interventions. When employees' intervention periods are longer than five days, the union proposes that the employee be granted a minimum of three days at home before deployment for another intervention period.

Some positions inherently expose employees to disturbing situations, conditions, and materials, and, depending on the position this is unavoidable. When employees take on this work, it is important and reasonable to ensure that interventions do not exceed 15 consecutive days. To safeguard their health and mental health, employees should get rest between deployments and have the chance to process any traumatic events, situations, or materials they were exposed to.

## **New: Environmental Response Officers at Transport Canada**

### **UNION PROPOSAL**

A new annual allowance shall be introduced for environmental response regulatory inspectors and officers at Transport Canada in the following amounts:

- **GT-05:** 7.5% of salary
- **GT-07:** 7.8% of salary

### **RATIONALE**

Each year there are over 14,000 oil spills around the world. Large spills soaking beaches and birds in oil capture the world's attention. Smaller but more frequent spills at land-based oil handling facilities compound the damage to the marine environment, however they generally do not garner as much, if any attention. The Environmental Response Program (ERP) at Transport Canada administers policies, regulations, and programs that help protect the marine environment. The program works to mitigate the environmental impact of marine pollution incidents such as oil spills in Canadian waters, ensuring the safety of the public. Canada's Marine Oil Spill Preparedness and Response Regime is one of the most important programs falling under the mandate of the Environmental Response Systems. Transport Canada is the lead federal regulatory agency responsible for the regime, which is a partnership between government and industry.

There is evidence that regulating potential polluters through the *Canada Shipping Act 2001* enhances preparedness levels. Organizations require certification by Transport Canada to ensure that they meet these regulatory requirements for their (oil spill) response plans. Requirements include specifications for equipment, personnel, and training/exercise programs. Vessels and Oil Handling Facilities must have similar preparedness and response plans. Environmental Response Officers/Inspectors are the highly trained and experienced regulatory officers enforcing the CSA, ensuring that marine or shore-based facilities that transfer fuel to or from land to the vessel are prepared for and, in a position, to respond to oil spills.



Currently across Canada, 14 GT-05 level and five GT-07 level inspectors inspect facilities to ensure that proper resources, equipment, and procedures are in place. Like Marine Technical Inspection, the role requires a specialized level of expertise and responsibility, and in addition to inspection, and enforcement, Officers/Inspectors certify and re-certify Response Organizations. Officers/Inspectors also participate in national working groups in regulatory reform, and program and policy development. While Marine TI's regulate vessels, TC ERP Officers/Inspectors regulate Oil Handling Facilities and the transport of fuels to or from marine environments.

Recruitment and retention are very problematic for this group. Inspectors at the TC ERP program require a specific skill set. Unfortunately, the program is competing with other governmental departments and industry for the same desirable skill set and many potential employees opt for higher paying jobs elsewhere. Currently, the Pacific TC REP program is having particular difficulties keeping their ranks properly staffed or trying to incentivize recruitment from other departments such as Coast Guard Canada (CCG). CCG also maintains considerable oil spill preparedness capacity and serves as a safety net to provide immediate response to spills.

The annual allowance of 7.5% for GT-05s and GT-07s would level the playing field by bringing up wages to the level of that of Marine TI's, making the TC ERP an attractive career choice for inspectors with the appropriate skill set. It would also encourage a more holistic relationship between Transport Canada and other the other federal agencies and departments involved in Environmental Response and help maintain a strong and intact technical inspectorate at the TC REP program.

## Appendix L: EGs engaged in sea trials at DND

### UNION PROPOSAL

1. a. When an employee is scheduled to proceed to sea beyond the harbour limits aboard a naval vessel, submarine, auxiliary vessel or yardcraft for the purpose of conducting trials, repairing defects or dumping ammunition, the employee shall be paid **according to Appendix L 1a i to vii** ~~for all hours aboard to a maximum of fifteen (15) hours at the straight-time rate per day.~~
  - i. **He or she shall be paid at the employee's straight-time rate for all hours during his or her regularly scheduled hours of work and for all unworked hours aboard the vessel or at the shore-based work site.**
  - ii. **He or she shall be paid overtime at double (2) the employee's straight-time hourly rate for all hours worked in excess of the regularly scheduled hours of work up to twelve (12) hours.**
  - iii. **After this period of work, the employee shall be paid three (3) times his or her straight-time hourly rate for all hours worked in excess of sixteen (16) hours.**
  - iv. **Where an employee is entitled to triple (3) time in accordance with paragraph (iii) above, the employee shall continue to be compensated for all hours worked at triple (3) time until he or she is given a period of rest of at least ten (10) consecutive hours.**
  - v. **Upon return from the sea trial, an employee who qualified under paragraph 32.03(d) shall not be required to report for work on his or her regularly scheduled shift until a period of ten (10) hours has elapsed from the end of the period of work that exceeded fifteen (15) hours.**
- b. In addition, an employee shall receive a submarine trials allowance equal to twenty-five per cent (25%) of his or her basic hourly rate for each completed one half (1/2) hour the employee is required to be in a submarine.

### RATIONALE

Employees who work aboard ships to conduct sea trials perform work testing equipment that is crucial to the operation of a ship, such as radar, sonar, navigation or weapons

systems. Upon repair or refurbishment, some components cannot be tested while the ship is in the dry dock and need to be tested under realistic conditions.

These employees work alongside employees with different classifications, and thus a part of other bargaining units. Specifically, this work is done alongside employees classified in the Electronics (EL) group. The EL collective agreement contains superior overtime provisions for such work, which this proposal seeks to match.<sup>56</sup> The Union seeks to enshrine a simple position of fairness.

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<sup>56</sup> Note that the Union's proposal is slightly superior than the EL collective agreement due to the Union's proposal to have all overtime paid at a minimum of double time. The EL agreement features payment of overtime at time and a half after 7.5 hours of work until 12 hours.

# **PART 3**

## **OUTSTANDING COMMON ISSUES**

## COMMON ISSUES

**Proposals for the following articles specific to the Common Issues Table shall be subject to the PIC process via the Common Issues Table.**

Article 7	Bilingualism Bonus Directive: National Joint Council Agreements
Article 10	Information
Article 11	Check Off
Article 12	Use of Employer Facilities
Article 14	Leave with or without pay for Alliance business
Article 17	Discipline
Article 19	No discrimination
Article 20	Sexual harassment
Article 23	Job security
Article 24	Technological change
Article 38	Vacation leave with pay
Article 42	Maternity leave without pay
Article 44	Parental leave without pay
Article 68	Duration
NEW	Right to disconnect
NEW	Protections against contracting out
NEW	Remote work
NEW	Equity in the workplace
NEW	Leave for Indigenous traditional practices
NEW	Social Justice Fund
Appendix A	General Economic Increases
Appendix H	Joint Learning Program
Appendix S	Implementation
Appendix T	Workforce Adjustment
Appendix HH	Mental health in the workplace
Appendix II	Childcare
NEW	Bilingualism allowance and language training
NEW	Diversity and inclusion in the workplace
NEW	Gender-inclusive language
NEW	Protections against contracting out

# **PART 4**

## **OUTSTANDING TC SPECIFIC ISSUES**

## ARTICLE 25: HOURS OF WORK

### UNION PROPOSAL

New: This clause shall apply to all employees, including shift workers, day workers and PIs

**25.09** An employee shall have a rest period of least eight (8) consecutive hours immediately after finishing overtime or a call-back. In case of multiple call-backs the eight (8) hour rest period shall commence after the completion of the last callback.

When an employee's next scheduled shift would start within the (8) hour rest period, and where the employee as a result of this sub-clause works fewer hours than called for on their next regularly scheduled shift, they shall receive payment as though they worked the full shift.

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

~~Before the Employer changes day workers into shift workers, or changes shift workers into day workers, the Employer, in advance, will consult with the Alliance on such hours of work, and in such consultation, will show that such hours are required to meet the needs of the public and/or efficient operations.~~

**New**

**When an employee is working aboard a vessel and an unforeseen or unplanned event, such as an unscheduled stop in harbour or at anchor, interferes with the employee's scheduled hours of work, the employee shall be paid for all scheduled hours at the applicable rate of pay. If such an event occurs and the employee remains captive during a day(s) of rest, the employee shall be paid for the greater of:**

- a) **fifteen (15) hours at the straight-time rate per day;**
- or**
- b) **the applicable rate of pay for all hours worked.**

## **RATIONALE**

25.09: Virtually all health and safety legislation recognizes that where an employee works overtime, they must have enough rest before returning to work for their regularly scheduled shift. This language seeks to enshrine that concept into the Agreement.

25.11: The Union 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. Changing a fundamental working condition such as hours of work should be the subject of negotiations between the parties.

New: There are times when employees are working on vessels and where, due to mechanical or weather-related issues, the vessel must dock. The employee cannot perform their work when that vessel is docked. Where this occurs on a weekend, employees may be completely captive with the vessel but not compensated for their time. The language seeks to ensure that no employee is captive without compensation.

## **EMPLOYER PROPOSAL**

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

### **Day work**

**25.04** Except as provided for in clause 25.09:

- a. the normal workweek shall be thirty-seven decimal five (37.5) hours,
- b. from Monday to Friday inclusive,
- c. comprising of five (5) days of seven decimal five (7.5) consecutive hours each, exclusive of a lunch period,



and

- d. shall be scheduled to fall within a nine (9) hour period between the hours of 06:00 and 18:00, unless otherwise agreed in consultation between the Alliance and the Employer at the appropriate level, **or except in cases of emergency, and**
- e. **subject to operational requirements as determined by the Employer from time to time, an employee on day work shall have the right to select and request flexible starting and finishing time between 06:00 and 18:00 and such request shall not be unreasonably denied. These hours can be non- consecutive. The implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation.**

### **25.05 Summer and winter hours**

The scheduled weekly and daily hours of work stipulated in 25.04 may be varied by the Employer, following consultation with the Alliance, to allow for summer and winter hours, provided the annual total is not changed.

### **25.06 Flexible hours**

~~Subject to operational requirements as determined by the Employer from time to time, an employee shall have the right to select and request flexible hours between 06:00 and 18:00 and such request shall not be unreasonably denied.~~

*(Renumber accordingly)*

### **25.07 Variable hours**

- a. Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, **or at the request of the Employer and with the concurrence of the employee, hours of work may be scheduled in accordance with paragraph 25.14 a),** ~~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 **up to** twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer.
- b. In every **period of up to** twenty-eight (28) days ~~period~~ such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.
- c. Employees covered by this clause shall be subject to the variable hours of work provisions established in clauses 25.12 to 25.15.

**25.11** Before the Employer changes day workers into shift workers, or changes shift workers into day workers, **except in cases of emergency**, the Employer, in advance, will consult with the Alliance on such hours of work, and in such consultation, will show that such hours are required to meet the needs of the public and/or efficient operations.

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

**25.12** The terms and conditions governing the administration of variable hours of work implemented pursuant to paragraphs 25.05, 25.07, and 25.09(g) are specified in clauses 25.12 to 25.15. This agreement is modified by these provisions to the extent specified herein.

**25.13** 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.

### **25.14**

- a. The scheduled hours of work ~~of any day~~, **as set forth in a variable-schedule specified in clause 25.12** may:
- i. exceed or be less than seven decimal five (7.5) hours **per day**;
  - ii. **be before or beyond 6am and 6pm**;
  - iii. **vary from five (5) days per week**;
  - iv. **vary from Monday through Friday each week (i.e. be on Saturday and/or Sunday; and**
  - v. **be non-consecutive.**

~~sStarting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer. and the daily hours of work shall be consecutive.~~

- 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.
- i. The maximum life of a schedule for shift workers shall be six (6) months.
  - ii. The maximum life of a schedule for day workers shall be twenty-eight (28) days, except when the normal weekly and daily hours of work are varied by the Employer to allow for summer and winter hours in accordance with clause 25.05, in which case the life of a schedule shall be one (1) year.
- c. Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

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

**g. Shift and weekend premiums (article 27)**

- i. Shift work employees on variable hour shift schedules pursuant to Appendix D of this agreement will receive a shift premium in accordance with clause 27.01.
- ii. **Shift and weekend premiums shall only apply to shift workers. For greater certainty, day workers working variable hours pursuant to clause 25.07 are not to be considered shift workers.**

**h. Overtime**

Overtime shall be compensated for all work performed:

- i. ~~on regular~~ **a scheduled** working days **in accordance with the provisions of this agreement.** ~~or on days of rest at time and three quarters (1 3/4).~~
- ii. **On days of rest at time and one half (1 1/2) except that if the overtime is worked by the employee on two (2) or more consecutive and contiguous days of rest, the employee shall be paid at double (2) time for each hour worked on the second and subsequent days of rest. Second and subsequent days of rest means the second and subsequent days in an unbroken series of consecutive and contiguous calendar days of rest.**

**RATIONALE**

The Employer has proposed many changes under the rationale that this improves employees' flexibility. However, many such changes would allow the Employer force employees into far less desirable hours of work.

In 25.02, 25.04 d) and 25.11, the Employer proposes to remove even the need to consult with the Union when making enormous changes to the hours of work to employees. The Union submits that in a true emergency, the Employer can simply pay such employees overtime to respond to the emergency pending a final outcome to any emergent situation. The Employer has not defined an emergency. They Employer has given no detailed rationale for this proposal beyond a vague reference to requiring "flexibility".

The Union does not oppose the change in 25.04 to allow an employee to request non-consecutive hours, on the proviso that such split shifts cannot be requested by the Employer. The Union does not agree to move this clause and believes that it makes more sense as the current 25.06.

The Union further opposes the Employer's proposal under article 25.07 that they be able to implement variable hours at the Employer's request. This essentially results in making day workers into shift workers by stealth. This is especially apparent when looking at the Employer's further proposed changes in 25.14 that would completely upend the day work scheme that exists. The Union sees no demonstrated need for this proposal.

Finally, the Employer proposes to remove the overtime payment of time and three quarters. The Union maintains that all overtime should be paid at double time. In the event that this does not form part of the Agreement, the Union opposes this amendment as it has been the practice of the parties for decades and there is no demonstrated need to make such a change.

## **ARTICLE 26: SHIFT PRINCIPLE**

### **EMPLOYER PROPOSAL**

#### **26.01**

- a) When a full-time indeterminate employee is required to attend one of the following proceedings outside a period that extends before or beyond three (3) hours his or her scheduled hours of work on a day during which he or she would be eligible for a shift premium, the employee may request that his or her hours of work on that day be scheduled between 06~~7~~:00 and 18:00. Such request will be granted provided there is no increase in cost to the Employer. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his or her attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.
- i. Federal Public Sector Labour Relations and Employment Board Proceedings clauses 14.01, 14.02, 14.04, 14.05 and 14.06
  - ii. contract negotiation and preparatory contract negotiation meetings clauses 14.09 and 14.10
  - iii. personnel selection process Article 53
  - iv. to write provincial certification examinations that are a requirement for the continuation of the performance of the duties of the employee's position
  - v. training courses that the employee is required to attend by the Employer

### **RATIONALE**

The Union is not necessarily opposed to this proposal on its own, however it is a part of a wider group of proposals on amending the hours of work, as shown above, that remains an issue to which the Union is opposed.

## ARTICLE 27: SHIFT AND WEEKEND PREMIUMS

### UNION PROPOSAL

#### 27.01 Shift Premium

An employee working on shifts will receive a shift premium of ~~two dollars (\$2.00)~~ **five dollars (\$5.00)** per hour for all hours worked, including overtime hours, between 16:00 and 00:00. ~~The shift premium will not be paid for hours worked between 08:00 and 16:00.~~

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

#### 27.02 Weekend Premium

- (a) An employee working on shifts during the weekend will receive an additional premium of ~~two dollars (\$2.00)~~ **five dollars (\$5.00)** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.
- (b) Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

### EMPLOYER PROPOSAL

#### 27.02 Weekend Premium

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

### RATIONALE

#### Union Proposal

Employees 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. The value has decreased by 42% over that time-period. Additionally, 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.

The Union further proposes an elevated shift premium for overnight hours, recognizing the additional hardship of work during that period. This is a common arrangement in other collective agreements.

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.

#### Employer Proposal

The Employer seeks to only have the shift premium payable during regularly scheduled hours, not overtime or other work. The Union sees no demonstrated need or clear rationale for this change.

## ARTICLE 28: OVERTIME

### UNION PROPOSAL

**28.01** Each fifteen (15) minute period of overtime shall be compensated for at **double (2) time.** ~~the following rates:~~

- ~~a. time and one half (1 1/2) double (2) time except as provided for in paragraph 28.01(b);~~
- ~~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 (1<sup>st</sup>) day of rest, and for all hours worked on the second (2<sup>nd</sup>) or subsequent day of rest. Second (2<sup>nd</sup>) or subsequent day of rest means the second (2<sup>nd</sup>) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.~~

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

### **28.02**

- a. Overtime shall be compensated **on the basis of employee's preference either in cash or equivalent leave with pay** ~~except that, upon request of an employee and with the approval of the Employer, or at the request of the Employer and with the concurrence of the employee, overtime may be compensated in equivalent leave with pay.~~
- b. The Employer shall endeavour to make cash payment for overtime in the pay period following that in which the credits were earned.
- c. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- d. Compensatory leave earned in a fiscal year, and outstanding as of September 30<sup>th</sup> of the next following fiscal year will be paid on September 30 at the employee's rate of pay on March 31 of the previous fiscal year.

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

### **New**

**28.07** If an employee is given instructions, after the midpoint of the employee's workday or after the beginning of his or her meal break whichever is earlier, to work overtime on that day and reports for work at a time which is contiguous to the



employee's work period, the employee shall be paid an additional half hour of pay for every hour of overtime or part thereof.

*Meal allowance*

**28.10**

- 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 **equivalent to the lunch rate outlined in Appendix C of the National Joint Council's Travel Directive** ~~of twelve dollars (\$12.00), 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), the employee shall be reimbursed for one (1) additional meal in the amount **equivalent to the lunch rate outlined in Appendix C of the National Joint Council's Travel Directive** ~~of twelve dollars (\$12.00) 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.

**EMPLOYER PROPOSAL**

**28.01** Each fifteen (15) minute period of overtime shall be compensated for at the following rates:

- a) time and one half (1 1/2) except as provided for in paragraph 28.01(b);
- 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, **provided that the employee also worked on the first (1st) 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.

**28.06** a) If an employee is given instructions before the beginning of the employee's meal break or before the midpoint of the employee's workday whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater **if the employee has to physically report to the workplace.**

- b) If an employee is given instructions, after the midpoint of the employee's workday or after the beginning of his or her meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight time, whichever is the greater if the employee has to physically report to the workplace.
- c) If an employee is required to work under the conditions described in (a) or (b) and is given authorization to work said overtime at the employee's residence or at another place to which the Employer agrees, the employee shall be paid for the time actually worked at the applicable overtime rate.

## 28.10 Meals allowance

- 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 twelve dollars (\$12.00), 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), the employee shall be reimbursed for one (1) additional meal in the amount of twelve dollars (\$12.00) 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.
- e. **Meal allowances under this clause shall not apply to an employee who has obtained authorization to perform overtime work at the employee's residence or at another place to which the Employer agrees.**

## RATIONALE

### Union Proposals

28.01: The Union's proposal for double time recognizes the large amounts of overtime worked due to low staffing levels. It recognizes that any overtime is a disruption of the work/life balance. Further, double time simplifies and streamlines the input of

overtime pay. Overtime has been regularly missing or miscalculated by the Phoenix pay system.

28.02: Understanding that sometimes overtime is necessary, the Union submits that the Employer should not have discretion over how an employee is compensated for their overtime work. The employee should be able to decide how they want to be compensated.

28.07: There are numerous times when employees are asked to work overtime with little notice. This is very disruptive to an employee's life and should be recognized through an additional premium. The Employer can plan ahead if they wish to avoid payment of this premium.

28.10: The Union's proposal to match the lunch rate for the overtime meal allowance would peg this rate to one that automatically updates in line with increasing costs for meals. This process is already the subject of negotiations between the parties through the National Joint Council.

#### Employer Proposals

28.01: The Union sees no demonstrated need for this proposal and believes that such changes will introduce further confusion and disputes at the workplace level.

28.06: The Union does not see why the requirement to work overtime on short notice is any less inconvenient for an employee if they are working from home or from another place. They are still captive and unable to leave their work site having had little notice to arrange for child care or elder care.

28.10: The Union sees no demonstrated need for this amendment.

## ARTICLE 29: CALL-BACK PAY

### UNION PROPOSAL

#### Alternate Provisions

Clauses 29.01 and 29.02 do not apply to employees covered by 29.03.

**29.01** 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 **four three (4)** hours' pay at **double (2) 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 32.06 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 subparagraph 29.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 63.06 of this Collective Agreement.

**29.02** An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

- a. compensation at the applicable overtime rate for any time worked,  
or

- b. compensation equivalent to ~~two one~~ (2) hours' pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.

## **EMPLOYER PROPOSAL**

### **29.01 If an employee is called back to work and physically reports to the workplace:**

- a. on a designated paid holiday which is not the employee's scheduled day of work, or
- b. on the employee's day of rest, or
- c. after the employee has completed his or her work for the day and has **physically** left his or her place of work, and **physically** returns to **the workplace, provided that the period worked by the employee is not contiguous to the employee's normal hours of work,**

the employee shall be paid the greater of:

- i. compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay ~~for each call-back which shall apply only the first time an employee performs work during an eight (8) hour period to a maximum of eight (8) hours' compensation in an eight (8) hour period.~~ Such maximum shall include any reporting pay pursuant to clause 32.06 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.~~

### **29.02 Call-back worked from a remote location**

An employee who ~~receives a call to duty or responds to a telephone or data line call~~ **is called back to work** while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

- a. compensation ~~compensated~~ at the applicable overtime rate for any time worked;  
or

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

## **RATIONALE**

The Union is seeking additional compensation for a call-back, including the rates for a physical call-back as well as the rate for a call-back that is done remotely. It is important that employees can rest and disconnect from work. Recognizing the challenges that call-backs pose, the right to disconnect has been growing through the world. Call-backs, whether physical or remote, are very disruptive, especially those which occur in the middle of the night. The Union believes that a higher level of compensation for a call-back both provides better disincentives for the Employer to call employees back, and better compensates employees for this substantial disruption to their lives where a call-back is truly necessary.

The Union disagrees with the Employer's proposals that reduce compensation for multiple call-backs.

## ARTICLE 30: STANDBY

### UNION PROPOSAL

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

### EMPLOYER PROPOSAL

**30.05** An employee on standby who is required to report for work shall be compensated in accordance with **Article 29** ~~clause 29-01~~.

### RATIONALE

The Union proposes to increase the compensation for standby. While on standby employees must be available to return to work promptly. They cannot stray far from the workplace and they must remain in a fit state and be prepared to arrange last minute childcare, if necessary. The Union believes that these efforts, and sacrifices, should be fairly compensated. Often standby has been increasing for certain employee groups due to under-staffing. The Union believes that incentives to minimize the use of standby, which relieve the pressure on employees are beneficial to their health and welfare.

## ARTICLE 31: REPORTING PAY

### EMPLOYER PROPOSAL

- 31.01** a) When an employee is required to **physically** report and **physically** reports to ~~work~~ **the workplace** on the employee's day of rest, the employee is entitled to a minimum of three (3) hours' pay at the applicable overtime rate of pay;
- b) An employee who is required to work on a day of rest, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid for the time actually worked at the applicable overtime rate.
- 31.02** When an employee reports for work under the conditions described in ~~clause~~ **paragraph 31.01(a)**, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
- a) at the kilometric rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of the employee's own automobile, or
- b) out-of-pocket expenses for other means of commercial transportation.

### RATIONALE

This proposal is consequential to the Employer's other changes on call-back to which the Union is opposed.



## ARTICLE 32: DESIGNATED PAID HOLIDAYS

### EMPLOYER PROPOSAL

**32.06** When an employee is required to **physically report to the** ~~for~~ **workplace** on a designated holiday, the employee shall be paid the greater of:

- a) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay ~~for each reporting~~, **which shall apply only the first time an employee performs work during an eight (8) hour period** ~~to a maximum of eight(8) hours' compensation in an eight (8) hour period~~; or
- b) compensation in accordance with the provisions of clause 32.05.

**32.07** An employee who is required to work on a designated holiday, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid for the time actually worked at the applicable overtime rate.

### RATIONALE

These proposals would reduce compensation for members who have to work on holidays: employees who report to work physically and who previously received three hours' pay up to eight hours per each eight-hour period would receive this same compensation only the first time that they report to work. The employer also seeks a provision where those who work remotely are only compensated for the time actually worked. Several designated paid holidays hold important cultural, religious, and/or personal significance to members and having to work on these days is disruptive regardless of whether it is performed remotely or not. Different compensation schemes for those who work remotely and those who do not negates the disruption experienced by members and their families when they have to work on a holiday.

## ARTICLE 34: TRAVELLING TIME

### UNION PROPOSAL

**34.02** When an employee is required to travel 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 34.03 and 34.04. Travelling time shall include time necessarily spent at each stop-over enroute ~~provided such stop-over is not longer than five (5) hours.~~

**34.04** ~~If an employee is required to travel as set forth in clauses 34.02 and 34.03:~~  
**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/or 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 regular 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.~~

### **34.09 Travel status leave**

- a. An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for **fifteen twenty (15)** nights during a fiscal year shall be granted seven decimal five (7.5) hours off with pay. The employee shall be credited with one (1) additional period of seven decimal five (7.5) hours for each additional **fifteen twenty (15)** nights that the employee is away from his or her permanent residence. ~~to a maximum of one hundred (100) additional nights.~~

- ~~b. The maximum number of hours off earned under this clause shall not exceed forty five (45) hours in a fiscal year and shall accumulate as compensatory leave with pay.~~
- c. This leave with pay is deemed to be compensatory leave and is subject to paragraphs 28.02(c) and (d).

The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, unless the employee is required to attend by the Employer.

## **RATIONALE**

34.02 and 34.04: The travelling time article in the collective agreement reflects an outdated view of the work members do 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 proposal would move to a simple system that would 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 Wi-Fi 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.

34.09: The Union is also proposing an increase to the compensation for travel status leave. TC members travel frequently for work and this increase in compensation recognizes the hardship of such frequent travel.

## ARTICLE 39: SICK LEAVE WITH PAY

### UNION PROPOSAL

#### *Granting of sick leave*

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

- a. ~~he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer,~~  
and
- b. he or she has the necessary sick leave credits.

**39.03** Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness, or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 39.02(a).

**39.04** 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 **shall** ~~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.

**39.09** **When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for the cost associated with obtaining the certificate.**

### RATIONALE

39.02 and 39.03: The language in the current 39.02 (a), provides the Employer with excessive and unnecessary flexibility. Certain managers have taken the position that a medical certificate is required from any employee taking a sick day at any time. However, under 39.03, employees can satisfy the condition in 39.02 (a) by providing a signed statement saying that they are unable to work because they are sick, unless informed otherwise by the employer. The union proposes to strike 39.02a. Under 39.03, the employer would still retain an adequate amount of flexibility and discretion should they require more information to satisfy the condition, but clearly states that the default position should be to accept a signed statement by the employee.

39.04: As per 39.04, employees requiring additional sick leave may be granted up to 187.5 hours (or 25 days) advance sick leave hours to be earned/paid back. Removing Employer discretion from the advancement of such leave would provide assurances to employees who require this leave. At the same time, this would not prejudice the Employer in any way as any leave overpayments in the event of a negative balance upon termination are recuperated from the employee at that time.

39.09: Medical professionals have been very clear that they oppose demanding medical certificates from employees. Sick employees should recover at home. They should avoid exposing themselves to additional disease-causing vectors or exposing others to theirs. With this language, the employer would still have the option of asking employees for a medical certificate, but would have to pay the cost of obtaining it. This provides a disincentive to managers from asking for such notes arbitrarily.

## **ARTICLE 40: MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES**

### **UNION PROPOSAL**

#### **Change title to “medical appointments for employees**

**40.01** Up to three decimal seven five (3.75) hours of ~~reasonable~~**required** time off with pay **per week** will be granted to pregnant employees for the purpose of attending ~~routine~~ medical appointments **related to pregnancy or chronic medical conditions**.

~~**40.02** Where a series of continuing appointments is necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.~~

### **RATIONALE**

Current provisions for 3.75 hours are insufficient even for healthy pregnancies. Doctors recommend monthly one prenatal appointment for weeks 4-28, biweekly appointments for weeks 28-36, and weekly appointments for weeks 36 to 40. Pregnant people and the chronically ill have the same number of sick leave days as healthy employees and are effectively penalized for taking care of their own health and/or the health of their unborn children. It is not equitable and may prevent individuals from seeking the care they require to maintain their health, leading to more sick days and absenteeism.

## ARTICLE 47: LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

### UNION PROPOSAL

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

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

**47.02** 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 in a fiscal year.

**47.03** Subject to clause 47.02, the Employer shall grant leave with pay under the following circumstances:

- a. to take a family member for ~~medical or dental~~ appointments **of a professional nature, including but not limited to medical, dental, legal and financial appointments or appointments with school authorities or adoption agencies** ~~or for appointments with school authorities or adoption agencies~~, if the supervisor was notified of the appointment as far in advance as possible;
- b. to provide for the immediate and temporary care of a sick member of the employee's family and to provide 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. for needs directly related to the birth or to the adoption of the employee's child;
- e. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- f. to provide for the employee's child in the case of an ~~unforeseeable~~ closure of the school or daycare facility;

- g. ~~fifteen (15) seven decimal five (7.5)~~ hours out of the **seventy-five (75)** ~~thirty seven decimal five (37.5)~~ hours stipulated in clause 47.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible;
- h. **to visit a terminally ill family member.**

## **RATIONALE**

47.01: The current definition of family is not representative of Canada's multi-cultural population where extended family kinships are the norm. In certain cultures, including indigenous societies, aunts and uncles and nieces and nephews are immediate and important family members. In any culture, those without children may be like parents to, for example, nieces and nephews. Excluding siblings-in-law and children-in-law from the definition of family, suggests that they are less important or valued than "real" family members. This is not based in reality and perpetuates outdated negative stereotypes.

47.02: Many employees face the pressure of increased responsibilities while they are caregivers for children, elderly and/or disabled family members. Unfortunately, the burden still falls disproportionately on women. Employees who balance caregiving and/or childcare and work are more likely to experience high levels of overload with work and caregiving. More hours for FRR leave would alleviate some of these stressors, helping employees maintain good mental and physical health. PSAC members at Canada Revenue Agency have access to 45 hours/year. There is no justification for inferior provisions for TC group members.

47.03: (a) The current scope of appointment type is limiting and does not explicitly include professional appointments, for example, with a realtor. (f) A closed daycare or school, whether this is scheduled or not, sends parents/caregivers scrambling for other arrangements. Labour disputes in these institutions are good examples of a closure which is not unforeseen, but where parents/caregivers may not have options for the period of closure. (g) When employees undergo changes in their lives, be it buying a house, or a marital break-up, there may be serious situations that would require more time than 7.5 hours to meet such professionals. (h) 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.

## ARTICLE 51: BEREAVEMENT LEAVE WITH PAY

### UNION PROPOSAL

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

- a. **sister-in-law, brother-in-law;**
- b. **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;**
- c. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. ~~An employee shall be entitled to bereavement leave with pay for a family member as defined in 51.01(a) only once during the employee's total period of employment in the public service.~~

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

- a. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.
  - i. **Notwithstanding the above, in the event of the death of a spouse or child, the options above shall remain the same, although leave shall be taken as a single period of fourteen (14) consecutive calendar days, or two (2) periods to a maximum of ten (10) working days.**
- b. When requested to be taken in two (2) periods,
  - i. the first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
  - ii. the second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
  - iii. The employee may be granted no more than **five (5)** ~~three (3)~~ days' leave with pay, in total, for the purposes of travel, for these two (2) periods.

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

**51.04** An employee shall be entitled to bereavement leave under 51.02 when they, the person with whom they intend to have a child, or their surrogate suffer from a miscarriage. For the purpose of this article, “miscarriage” means a termination of pregnancy before the 20<sup>th</sup> week.

**51.05** An employee is entitled to bereavement leave with pay in the event of the death of a family member in respect of whom the employee is, at the time of the death, on leave under 46.01. Such bereavement leave, as determined by the employee, may be taken during the period that begins on the day on which the death occurs and ends six weeks after the day on which the memorial commemorating the deceased person occurs. At the request of the employee, such bereavement leave with pay may be taken in a single period of fourteen (14) consecutive calendar days or may be taken in two (2) periods to a maximum of ten (10) working days.

## **EMPLOYER PROPOSAL**

**51.01** For the purpose of this article, “family” is defined per Article 2 and in addition:

- a) a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave with pay **under 51.01(a) under 51.02(a)** only once during the employee’s total period of employment in the public service.

**51.04** An employee is entitled to three (3) consecutive working days of bereavement leave with pay in the event of a stillbirth experienced by them or their spouse or common-law partner or where they would have been a parent of the child born as a result of the pregnancy. For greater certainty, stillbirth is defined as an unborn child on or after twenty (20) weeks of pregnancy. The leave may be taken during the period that begins on the day on which the stillbirth occurs and ends no later than twelve (12) weeks after the latest of the days on which any funeral, burial or memorial service in respect of the stillbirth occurs.

**51.045** If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses ~~51.01 and 51.02~~, **51.03 and 51.04** the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

**51.056** It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances

involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 51.01 and 51.02, **51.03 and 51.04**.

## **RATIONALE**

51.01 (a,b,c): Expanding the definition of family is required to represent the diverse family structures and living and care arrangements embraced by many cultures. Losing a brother- or sister-in law can be felt as keenly as the loss of a “real” sibling. It would be inappropriate to restrict Bereavement Leave, for example, to the loss of a single sibling. It is equally inappropriate to allow it only once for the death of chosen family members.

51.03: Aunts, uncles, nieces, and nephews are often integral of a family. Employees should have the opportunity to honour their lives and mourn their deaths.

51.02: Family members live and die across the planet. Long-distance travel to attend funeral rites and memorials requires significant time and logistical hurdles, especially if the traveler does not live in an urban centre.

51.02 (a): Grief is a powerful, often uncontrollable response to loss and recovery can take a lifetime. It is manifested physically through pain, fatigue, chest pain, and more. Cognitive effects can interfere with the ability to think clearly, decision-making, problem-solving, and impact memory. After the tragic loss of a child or partner, employees who must return to work before they are ready are robbed from the time to experience their emotions, damage their mental health, and can lead to costly productivity loss.

51.04: Miscarriages up to the 20<sup>th</sup> weeks’ gestation occur in 15-20% of pregnancies. Eligibility to maternity benefits under EI do not apply before week 20. Bereavement Leave would provide birth-giving and non-birth-giving parents and surrogates who lose an expected baby through miscarriage the opportunity to mourn.

51.05: The 2021 statutory improvement to the Canada Labour Code extends the period of, and eligibility for bereavement leave to which an employee is entitled to include employees who, when the family member dies, are on compassionate care leave or leave related to critical illness in respect of the deceased person. Under these circumstances

the employee is likely to be under significant emotional hardship. Providing paid leave would allow for more flexibility as employees return to work.

## ARTICLE 62: DANGEROUS GOODS

### UNION PROPOSAL

**62.01** An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned the responsibility for packaging, ~~and labelling,~~ **inspecting, handling or the transportation** of dangerous goods ~~for shipping~~ in accordance with the above Act, shall receive a monthly allowance of **seventy five dollars (\$75) during any month in which** he or she is required to package, ~~and label,~~ **inspect, handle or transport** dangerous goods ~~for shipping,~~ **and** where the employee maintains such certification.

### RATIONALE

All members who are trained and certified under the *Transportation of Dangerous Goods Act, 1992* to inspect, handle or transport dangerous goods and perform those duties under the direction of the Employer should receive the TDG allowance. The *Transportation of Dangerous Goods Regulations ("Regulations")* establish the safety requirements for transporting dangerous substances. The Regulations require employers to ensure that employees who handle, inspect, or transport dangerous goods are trained and certified or directly supervised by someone who is. By directing employees to become trained and certified pursuant to the Act to perform TDG duties, the employer effectively assigns them TDG duties. Under the current language, trained, certified employees who handle, inspect, or transport dangerous goods are not compensated. There is no logical reason why employees who come into contact with a package when signing a weigh bill but those who handle, inspect, or transport the dangerous goods are not. Signers rely on others in the work flow to handle, inspect, package, and label the dangerous goods before and after they get to the point of weighing. TDG status is not restricted to the acts of packaging, labelling, or shipping. Any qualified worker who handles and/or transports dangerous goods is at risk and should be eligible for compensation via this very modest allowance.

## ARTICLE 65: PAY ADMINISTRATION

### UNION PROPOSAL

#### 65.07 Acting pay

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

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

- b. For the purpose of defining when employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting at the same level.**

(subsequent renumbering)

### RATIONALE

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.

With respect to Article 65.07, 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.



## VARIOUS: ENFORCEMENT WORKERS

### UNION PROPOSAL

The Union wishes to discuss the following items related to Fishery Officers, Wildlife Officers and Environmental Enforcement Officers and reserves the right to make proposals following such discussions:

- **Paid meal breaks for Enforcement Workers**
  - Notwithstanding any other provisions related to hours of work, employees who are in Enforcement Positions, exceptionally, may be required to eat his or her meal at their work post when the nature of the duties makes it necessary.
  - In the event that the Employer is unable to grant an employee a meal break, in lieu thereof the employee shall receive an additional one half (1/2) hour of compensation at overtime rates
- **The Union proposes to implement a Use of Force Allowance for employees who are Use of Force Specialists instructing other employees in either Basic Firearms training or in Defensive Tactics. The Union proposes that this allowance be for \$3,000 per year.**

### RATIONALE

GT group Enforcement Officers (i.e. Fisheries Officers, Wildlife Officers, and Environmental Enforcement Officers) enforce many Acts, Regulations, and Legislation that protects the environment, species and their habitats, and the health of Canadians. They enforce these Acts as Peace Officers and the application of authority and obligations under the Criminal Code of Canada.

Enforcement Officer recruits complete an extensive training 36-month training program. Fishery Officers train at RCMP academy in enforcement methods, use of firearms, and mandatory exposure to pepper spray. Wildlife and Environmental Officers go through similar training. On duty, officers wear body armour and carry hand cuffs, baton, sidearm and prohibited weapons. Enforcement Officers must complete annual Firearms and Defense Tactics training and recertification administered by a certified Use of Force

Instructor. Certified Instructors must take Defense Tactics Instructors and Reality-Based Training Courses and annual week-long train-the-trainer sessions. They also take a Firearms Instructors course and maintain sharpshooter qualification and re-certify every three years. For five to eight weeks a year, they provide annual recertification training in Personal Defense Tactics, Firearms and Reality Based Training to Enforcement Officers, the Coast Guard's Armed Boarding Teams, and approximately 100 Fishery Guardians. There are examples of training allowances for Officers at the Ontario Provincial Police and Ottawa Police Services.

Enforcement Workers should be compensated when it is not possible to take a meal break during the day. Lunch breaks for uniformed Enforcement Officers are often interrupted or cut short by clients or the public. Land, air, or sea patrol duties do not allow them to stop to take a lunch break, enforcement activities may take place in conditions too unsafe for a break, and on-duty Officers can be called upon anytime. In a recent arbitration decision (2019 FPSLREB 104) Members of the Parliamentary Protective Services (PPS) bargaining unit were awarded a daily half-hour paid lunch because of frequent interruptions. This proposal is more modest as the half hour of compensation at overtime rates would only be applicable when a break is not feasible.

## **NEW ARTICLE: OCCUPATIONAL GROUP STRUCTURE REVIEW**

### **UNION PROPOSAL**

Public Service Alliance of Canada in respect of employees in the Technical Services bargaining unit.

The Employer is committed to complete and finalize the review and redesign of the TC occupational group structure (OGS), including the development of job evaluation standards for the TC Occupational Group.

The parties agree that the job evaluation standards are to be consistent with the application of gender-neutral job evaluation principles and practices and will follow the requirements under the Canadian Human Rights Act, or subsequent pay equity legislation applicable to employees in the federal public service.

The Employer is committed to engaging in meaningful consultation with the Alliance. Meaningful consultation on Classification Reform will include consultation with the Alliance on the development of job evaluation standards which reflect and evaluate, in a gender-neutral manner, the work performed by employees in the TC Occupational Group.

The Employer agrees to pay to all employees in the bargaining unit, a pensionable lump sum payment of two hundred and fifty dollars (\$250) per month for all months from April 2022 onwards until the completion of the new job evaluation standards and the negotiation of new wage rates as set out below.

Upon completion of the new job evaluation standards, the Alliance agrees to meet with the Employer to negotiate the new pay rates and rules affecting the pay of employees on their movement to the new pay lines.

### **RATIONALE**

The classification system underpins all compensation in the TC group. As demonstrated by the huge and growing number of allowances for this group, there remain enormous classification problems. For the major PSAC bargaining units in the federal public service, covering more than 100,000 employees, the classification standards established 55 years ago remain in place. Today, the classification standards, once so promising, have outlived their times and are hopelessly outdated. Today, few of these classification standards accurately reflect the nature of the changed work, which means that most public service workers are not paid in accordance with a proper, modern job evaluation system.

Some public service workers in some bargaining units have had their classification standards updated, while their comparators in other bargaining units have not. Frustrations have been growing among many PSAC members who feel that their work is not being appropriately valued and that they are not being appropriately compensated.

The PA group has led the move to develop new classification standards for PSAC bargaining units. This began in the 2009 when an agreement at that table was reached. However, the work contemplated in that agreement was not completed for the PA group before the Collective Agreement expired in June, 2011. In the next round, another agreement was reached and once again, Treasury Board failed to meet the deadline for the development of new job evaluation standards. Treasury Board has subsequently announced that it has finally completed the job evaluation standards for the PA group, however, it failed to negotiate or even propose new pay lines for this round of bargaining.

The work for the TC group remains ongoing. But members have waited long enough to be paid fairly, in accordance with an up-to-date and accurate gender-neutral evaluation of their work. As such, we are seeking damages of a pensionable lump sum of \$250 per month for each member in the bargaining unit until such time that a new classification system is established and new pay lines are negotiated that accurately compensate employees for the important service they provide every day to the public.

There is precedent for the concept of damages. As part of the agreement on the first MOU on Occupational Structure and Classification Reform in the 2007 round of bargaining (which anticipated redesign of the Occupational Group Structure to be complete within two years), PSAC withdrew a pay equity complaint filed on behalf of the PA Group, and in return, the Employer paid a “fine” of \$4,000 to each employee in the bargaining unit. Given the tortured history of this file and the fact that a precedent for damages has already been established, the Union is respectfully requesting that the Commission recommend its proposal.

As shown by the large number of group-specific allowances for the TC group, there is a dire need to ensure that the classification system is more responsive to the TC group and the work that its members do. Simply relying on the good will of the Employer to eventually do this work is insufficient.

## NEW ARTICLE: WHISTLEBLOWING

### UNION PROPOSAL

No employee shall be disciplined or otherwise penalized, including but not limited to, demotion, suspension, dismissal, financial penalty, loss of accumulated service, 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 for members who blow the whistle. Minor issues or misconduct that goes unchecked can develop into serious, costly problems that may significantly harm employees, the organization, the public, or the environment. Studies in 2015 and 2022, commissioned by the Office of the Public Sector Integrity Commissioner (PSIC) confirmed a fear of repercussions. Employees fear that their anonymity will be compromised, leading to negative impacts on their career, and on their physical and psychological well-being. In 2022, employees reported being even more cynical, jaded, and disillusioned. Commissioner Joe Friday indicated that employees feeling isolated and less connected due to the pandemic decreases confidence and makes it less likely for them to come forward. Fewer than half of 2020 *Public Service Employee Survey* respondent felt that they could initiate a formal recourse process without fear of reprisal.

	<b>2011-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>Total</b>
<b><i>Reprisal Complaints Received</i></b>	<b>185</b>	38	54	52	46	47	<b>422</b>
<b><i>Complaints referred to tribunal</i></b>	<b>12</b>	1	0	0	0	0	<b>13</b>

Under the 2007 *Public Servants Disclosure Protection Act* (PSDPA) public servants who report wrongdoing and risk reprisal have dismal chances of success when they file a complaint. Of 422 possible reprisal complaints received by the PSIC from 2011 to 2022, 13 went to tribunal. Of those that go to tribunal, even fewer are ruled to be founded. This can in part be attributed to the shortcomings in the PSDPA, however the Auditor General published scathing reports on two Integrity Commissioners, suggesting that the PSIC has not proven itself as a trusted independent office.

The first statutory review produced 15 recommendations to improve the Act and to ensure the protection of whistleblowers and integrity of the public sector. The Committee's 2017 report recommends that current insufficient protection from reprisals and lack of confidence in the adequate protection under the Act need to be addressed.

## **APPENDICES C and KK: FISHERY OFFICERS AND OFF-SHORE SURVEILLANCE**

### **UNION PROPOSAL**

- Change the hours of work from 9.5 to 11.5 while in surveillance mode and remove the exclusion related to travel status leave (34.09) under appendix C
- Acting pay of a minimum of one level above the employee's substantive position shall be provided to all Fishery Officers for any time that they perform officer-in-charge duties

### **EMPLOYER PROPOSAL**

The Employer proposes to delete Appendix KK.

### **RATIONALE**

Fishery Officers enforce laws and regulations under the *Fisheries Act*, to protect Canadian sovereignty over our national waters, and to patrol international waters. Employees performing surveillance duty on ships remain captive for the duration of two-week patrol runs. They board ships and verify that the fish they hold match their permits, a time-consuming task especially for large ships resulting in frequent very long work days. Increasing the hours of work to from 9.5 to 11.5 hour per day in surveillance mode would ensure that employees are compensated for the hours they work.

For aerial surveillance of ships (or endangered species such as whales), older planes could only fly for around four hours, but new long-range Dash 8-100s and King Air 200s can fly least eight to nine hours before refueling. Indeed, at Nanaimo, the Dash-8-100 has doubled surveillance capacity. Long-range surveillance capabilities are critical to fulfill DFO's mandate restore ocean health and fisheries, protect aquatic wildlife and endangered species, and expand ocean-based economies with sustainable industries. In 2020 alone, Fishery Officers flew over 700 hours patrolling the Gulf of St. Lawrence to enforce measures designed to protect North Atlantic right whales. Notes from a May 2018



joint union-management committee at DFO indicate that DFO has been in favour of an increase to 11.5 hours/day to compensate employees in surveillance mode.

Currently, Fishery Officers under Appendix C are excluded from their nights away to count towards the 20 nights/year threshold to accrue Travel Status Leave (34.09). These employees are subject to the same pressures and negative impacts on family life, financial burdens, and issues with personal health due to spending nights away as any other employee. If the benefit is there to compensate for time away from home, there is no substantive difference for any member.

Fishery Officers who are not in a Field Supervisor or higher position are required to perform duties that are normally performed by officers at a higher level but are not compensated accordingly. This typically happens when one or two officers work in remote locations away from the regular detachment and few staff are available. For example, a GT-04 may temporarily be required to perform duties as the Officer in Charge who would be at a GT-05 level. The union does not see any clear rationale why Fishery Officers should be excluded from receiving acting pay when performing duties above their substantive level, such as Officer in Charge Duties.

## **APPENDIX I: EG GROUP IN THE SEA LAMPREY CONTROL UNIT**

### **UNION PROPOSAL**

Delete the following appendix in its entirety and state that all employees are Day workers:

Notwithstanding the provisions of Article 25: hours of work, and Article 28: overtime, the following provisions shall apply to employees of the Sea Lamprey Control Unit of the Department of Fisheries and Oceans during the defined field season, except when their work day begins and ends within the headquarters area.

It is agreed that representatives of local management and duly authorized local representatives of employees may jointly devise and decide on a mutually acceptable work schedule program, which shall include a specified number of consecutive calendar days of work in the field followed by a combination of days of rest and compensatory leave earned during the period of field duty. The schedule will not contain the hours of work on each day and the starting and quitting times shall be determined according to operational requirements on a daily basis except that the normal daily hours of work shall be consecutive, with the exception of a lunch break, and not in excess of seven decimal five (7.5) hours and, accordingly, clause 25.10 shall not apply.

Such a work schedule shall normally not exceed a combination of twenty (20) consecutive calendar days of work and eight (8) days of rest and compensatory leave. Should local management decide that operational requirements require an extension of the twenty (20) calendar days of work [up to a maximum of seven (7) calendar days] in order to preclude another trip to the area, the appropriate number of additional days shall be worked and the days of rest and compensatory leave extended as required.

Overtime shall be compensated in accordance with this collective agreement and shall be taken as compensatory leave at times convenient to both the employee and the Employer. Notwithstanding the preceding, overtime shall be compensated at the rate of time and three quarters (1 3/4) for all overtime worked by any employee covered by this appendix.

Seasonal employees may, at their option, remain on strength until they have exhausted such compensatory leave, have such leave paid in full at the end of the field season, or carry over such leave in accordance with paragraph 28.02(d).

### **RATIONALE**

This Appendix allows the Employer to schedule this group of employees to less desirable hours while providing none of the additional benefits that are provided to employees who work such hours in the main body of the Collective Agreement. The Union is proposing

that the special hours of work contemplated in this Appendix be struck and that sea lamprey control workers be deemed day workers who would fall under the main body of the collective agreement.

There are approximately thirty TC members in the sea lamprey control unit who apply lampricide to ensure that the fish stock in the Great Lake basin are not decimated by lampreys. They go to remote locations to apply lampricide during their field season, which is generally between March and October.

With the exception of certain appendices, there are three structures for hours of work in the TC Collective Agreement: day work, shift work and variable hours. For day work, members work Monday to Friday within a window of 6am to 6pm. Shift work allows for 7.5 hour shifts to be worked daily, but in a rotating or irregular manner. Shift workers receive scheduling protections, as well as additional compensation through shift premiums for working less desirable hours. A variable hours schedule is like shift work but where the daily shift can be more or less than 7.5 hours. Such arrangements feature the benefits applicable to shift workers, as well as an elevated overtime rate of 1.75X.

Under this appendix, this group of employees are treated like shift workers for the most part, but they receive the worst of all worlds. They do not have the structure of day workers and can work late nights or very early mornings. But unlike shift workers, they are offered no schedule that must be posted in advance and receive no compensation for having such a level of flexibility. The Union submits that while there may have been a reason for this agreement to have been struck by the parties in the past, there is no good reason to exclude this small group of employees from some of the benefits related to shift work and all of the benefits associated with day work.

The Employer has maintained at the bargaining table that they want to retain the maximum flexibility possible for this group of employees. However, the flexibility of management to schedule this group is at the expense of the employees in question. Their conditions are inferior to what the parties have agreed is fair for the rest of the bargaining unit. This is an unreasonable situation with little justification.

Additionally, these members work alongside members who are represented by PIPSC, as a part of the Biological Sciences classification (BI). The BI members have no such appendix. But in the recent collective agreement that has been signed between Treasury Board and PIPSC, the following language appears (bolded language represents the changes recently negotiated):

## **ARTICLE 8 - HOURS OF WORK**

### **Shift work**

**8.09 a.** An employee shall be granted at least two (2) consecutive and continuous days of rest during any eight (8) calendar day period commencing on a day of work, unless operational requirements do not permit.

A period of twenty-four (24) hours or less between shifts or within a shift cycle shall not be considered a day of rest.

**b.** **For greater certainty, where an employee is required to work on a day of rest the provisions of Article 9: Overtime shall apply.**

While this doesn't provide the exact language that the Union has proposed in this article, the changed language provides conditions for PIPSC members which are substantially superior to what PSAC members enjoy. This change, agreed to by the Employer means that PSAC members, who often work 19 days straight at straight time, would work directly beside PIPSC members who will get paid overtime when working more than 8 days straight. It is unclear why the Employer would agree to such a change for PIPSC members who are already paid substantially more than PSAC members, while refusing such agreement with PSAC members. This situation will clearly create morale issues in the workplace.

## **APPENDIX O: OFF PAY SUPPLEMENTAL UNEMPLOYMENT BENEFIT (SUB) PLAN APPLICABLE TO THE PI GROUP AT THE CANADIAN GRAIN COMMISSION**

### **UNION PROPOSAL**

The Union proposes to delete this appendix. Any layoffs shall be dealt with through Appendix T – Workforce Adjustment.

### **RATIONALE**

The Union proposes to strike this provision from the Agreement as it has not been used in at least two decades. This Appendix provides for a SUB plan in the event of a temporary lay-off. The Union proposes instead that in the event of lay-offs, that it be treated as per Appendix T (Workforce Adjustment Appendix), which is the same way that any other TC employee would be treated. While this Appendix may have been used many years ago, it is no longer reflective of the staffing patterns at the Canadian Grain Commission.

## **APPENDIX LL: JOINT STUDY ON SUPPORT MECHANISMS FOR EMPLOYEES**

### **UNION PROPOSAL**

Appendix LL – continue discussion on mental health measures.

### **EMPLOYER PROPOSAL**

The Employer proposes that this Appendix be deleted upon completion of the joint study.

### **RATIONALE**

In the course of their duties, employees in this bargaining unit (and greater public service), are inherently exposed to various explicit and disturbing material, and/or potentially threatening situations. As little as one such instance can lead to direct and vicarious trauma and a myriad of mental health conditions up to and including post-traumatic stress syndrome, increased substance abuse, and suicidal ideation and attempts. Unfortunately, many employees encounter traumatic material and/or situations very frequently.

The Joint Committee is conducting the study in the subset of departments as per the MOU, analyzing positions, current – and promising programs and practices in the public service and beyond. They will form their recommendations based on their findings about affected positions. This joint work is progressing very well but has also revealed that the work is not yet done. It is in the best interest of employees, the union, and the employer to continue this very important joint project, to help safeguard the mental health of all employees in the federal public service over the long terms and set an example for employers in all sectors.

The union strongly believes that it is in the spirit of the MOU to ensure that this appendix remains in the collective agreement, for the parties to continue the discussion, and ensure current commitments are fulfilled and built upon.

## **APPENDIX K: DIVING DUTY, VACATION LEAVE, NCC AND TRANSFER AT SEA**

### **EMPLOYER PROPOSAL**

#### **K-3: Transfer at Sea Allowance**

**Exclusion: K-3.01 does not apply to Fishery Officers who enter ships in the normal course of their duties for the purpose of verification.**

**K-3.01** When an employee is required to transfer to a ship, submarine or barge (not berthed) from a helicopter, ship's boat, yardcraft or auxiliary vessel, the employee shall be paid a transfer allowance of ten dollars (\$10) except when transferring between vessels and/or work platforms which are in a secured state to each other for the purpose of performing a specific task such as de-perming. If the employee leaves the ship, submarine or barge by a similar transfer, the employee shall be paid an additional ten dollars (\$10).

### **RATIONALE**

This provision was the subject of an agreement by the parties two rounds ago. Prior to that round, this appendix only applied to the EG classification, but in that round, the parties agreed to remove all exclusions to this appendix. The Union does not see any demonstrated need why this should not apply to all TC employees.