



**SUBMISSION OF THE
TREASURY BOARD
TO THE PUBLIC INTEREST COMMISSION
IN RESPECT OF THE
EDUCATION AND LIBRARY SCIENCE (EB) GROUP**

CHAIRPERSON: Mr. Dan Butler
MEMBERS: Ms. Patti Bordeleau
Mr. Bob Kingston

OTTAWA December 9, 10, 11 and 12, 2019

IN THE MATTER of the *Federal Public Sector Labour Relations Act* and a dispute affecting the Public Service Alliance of Canada and Her Majesty in Right of Canada as represented by the Treasury Board in respect of all of the employees in the Education and Library Science Group bargaining unit as determined in the certificate issued by the Federal Public Sector Labour Relations and Employment Board on June 7, 1999.

FOREWORD

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

INTRODUCTION

The Public Service Alliance of Canada (PSAC) and Treasury Board were engaged in negotiations between May 2018 and May 2019 to renew the collective agreement for the Education and Library Science (EB) group, which expired on June 30, 2018.

The EB group is a bargaining group in the Core Public Administration (CPA) and is defined in the Canada Gazette as:

“The Education and Library Science Group comprises positions that are primarily involved in the instruction of people of different age groups in school or in out-of-school programs; the application of a comprehensive knowledge of educational techniques to the teaching and counselling of students in schools and to the education, training and counselling of youths and adults in out-of-school programs, to the conduct of research and to the provision of advice related to education; and the application of a comprehensive knowledge of library and information science to the management and provision of library and related information services.”

In accordance with the *Federal Public Sector Labour Relations Act* (FPSLRA), the PSAC served notice to bargain with the Employer by letter dated April 12, 2018. The parties met for negotiations for a total of 10 days in 4 sessions between May and November 2018.

The PSAC declared impasse and filed for the establishment of a Public Interest Commission (PIC) on December 11, 2018. The Chairperson of the Federal Public Sector Labour Relations and Employment Board (FPSLREB) advised the parties on January 29, 2019, that she was not recommending the establishment of the PIC and encouraged the parties to resume negotiations. In her decision, the Chairperson indicated that she was not satisfied that the parties had bargained sufficiently and seriously, nor was she convinced that impasse had been reached.

After additional negotiation meetings in the winter and spring of 2019, the PSAC submitted a request to the FPSLREB on May 7, 2019, for the reactivation of their request.

This document presents the Employer's position on the outstanding issues between the parties, including rates of pay. The document also provides relevant contextual information pertaining to the current round of bargaining and the EB group.

The Employer brief is organized as follows:

Executive Summary

Part I provides a status update on the current round of negotiations for the CPA as a whole, and for the EB group.

Part II presents information on internal and external comparability, recruitment and retention, the government's economic and fiscal circumstances, and provides total compensation figures for the EB group.

Part III presents the Employer's submission for rates of pay and duration, and associated rationale.

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

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

Part VI presents the French versions of the Employer's proposals.

EXECUTIVE SUMMARY

The Government of Canada is committed to good faith negotiations and has a history of negotiations that are productive and respectful of its dedicated workforce. Its approach to collective bargaining is to negotiate agreements that are reasonable for Public Service employees, Bargaining Agents, and the Canadian taxpayers.

Through good faith bargaining, the Government of Canada has reached 34 agreements during the current round of negotiations, covering more than 65,000 employees in the federal public service. This includes 17 agreements with 11 Bargaining Agents representing employee working in the CPA, as well as 17 agreements with four Bargaining Agents representing employee working in separate agencies, including the Canada Revenue Agency (CRA), the National Research Council (NRC) and the National Film Board (NFB).

All 34 agreements cover a four year period, and include pattern economic increases of 2.0%, 2.0%, 1.5% and 1.5%.

The settlements also include targeted improvements valued at approximately 1% over the term of the agreements. For most of the 34 groups, these improvements take the form of wage adjustments staggered over two years: 0.8% in year 1 and 0.2% in year 2. This includes the Economics and Social Services (EC) group represented by the Canadian Association of Professional Employees (CAPE), the Financial Management (FI) group represented by the Association of Canadian Financial Officers (ACFO), and the Research (RE) groups represented by the Professional Institute of the Public Service of Canada (PIPSC). For some other groups, including the Health Services (SH) groups represented by PIPSC, and the Foreign Service (FS) group represented by the Professional Association of Foreign Service Officers (PAFSO), the parties jointly agreed to distribute the 1% differently based on the specific circumstances of each group; however, the total value of those targeted adjustments does not exceed 1%.

For all the agreements settled to date, the overall average annual increase is 2.0% per year over four years, before calculating the compounding effect. This takes into account the pattern economic increases of 2%, 2%, 1.5% and 1.5%, and the targeted increases valued at 1% over the term of the agreements.

Moreover, the settlements include a number of government-wide improvements that increase the overall value of the changes to the collective agreements. These include the introduction of new leave provisions for domestic violence and

caregiving, improvements to the maternity and parental leave and allowance provisions, as well as an expansion to the definition of family that broadens the scope of certain leave provisions.

In addition, all the 34 agreements include the identical Memorandum of Understanding (MOU) on the implementation of collective agreements. The MOU outlines the new methodology for calculating retroactive payments and provides for longer timelines for implementing the agreements. The MOU also includes accountability measures and reasonable compensation for employees in recognition of the extended timelines.

Given the pay and HR systems in place and the ongoing challenges with pay administration, the Government of Canada has no flexibility to implement agreements on a different basis than what is included in the negotiated MOU. Agreeing to a different implementation process and timelines would represent bad faith bargaining on behalf of the Government, as it would be agreeing to something that it cannot fulfill.

The evidence and analysis included in this presentation, which include information on recruitment and retention, external comparability, and the total compensation package provided to employees in the EB group, does not support providing economic increases and other non-monetary improvements to the EB group that deviate from the established pattern with the 34 groups in the federal public service. The information demonstrates that these employees benefit from competitive terms and conditions of employment and that the Employer's offer is reasonable and fair in the current economic environment.

Recruitment and Retention

Section 175 of the FPSLRA states that a public interest commission must take into account recruitment and retention considerations in the conduct of its proceedings and in making its report:

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

The evidence on recruitment and retention strongly suggests that compensation levels for the EB group are appropriate to attract and retain a sufficient number of employees. There is no indication that increases above the pattern established to date for the federal public service with represented employees are needed to recruit and retain employees in the EB group.

The departments hiring EB employees, have not identified widespread recruitment and retention issues for the EB group. External separations, especially as they

pertain to voluntary separations for reasons other than retirement, are very low – only 0.75% of employees in the EB bargaining unit. In addition, departments run very successful recruitment processes for the EB group.

The Public Service Employee Survey (PSES) results indicate a high level of job satisfaction in the EB group as a whole, with over 80% of employees in the group reporting to liking their job. This further supports the notion that the EB group is healthy from a recruitment and retention standpoint.

External Comparability

Section 175 of the FPSLRA also states that a public interest commission must take into account external comparability in the conduct of its proceedings and in making its report:

(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;

From 2011-2012 to 2015-2016, the cumulative increases in the ED occupational sub-group (14.1%), which represents over 70% of the total population of the EB bargaining unit, has outpaced cumulative increases in public (10.3%) and private (13.6%) sector settlements and cumulative price increases (11.9%) as represented by the change in CPI inflation. The LS and EU cumulative increases were quite comparable to those of the CPI (11.9%) and outstripped the public wage settlement increases (10.3%) over the reference period.

Bargaining Agent Proposals

The Bargaining Agent has submitted a substantial list of proposals in this round of bargaining. The PSAC has tabled 19 proposals that are common to all PSAC groups, including above pattern economic increases, two additional Designated Paid Holidays per year, and increased vacation leave entitlements. The PSAC has also tabled 18 changes that are specific to the EB group, including increases to leave provisions, new allowances, and other monetary and non-monetary elements that currently do not exist in the EB agreement and /or in other collective agreements in the CPA.

As noted in the table below, the EB monetary proposals are significant and represent a total ongoing cost of approximately \$27.47M or 28.35% of the 2018 EB group wage base.¹

BARGAINING AGENT KEY MONETARY PROPOSALS	ONGOING COST	% OF WAGE BASE
Above pattern economic increase of 3.5% over three years	\$10,516,837.94	10.87%
Wage restructures and adjustments: ED-EST/LAT/EDS and EU and LS Wage Grids <ul style="list-style-type: none"> • market adjustment • restructures 	\$11,781,699.01	12.18%
<u>Acting increase</u> Receive increment after reaching 52 weeks of cumulative service of all acting periods	\$27,811.82	0.03%
<u>Pedagogical break</u> – Paid leave from July 1 to July 9 inclusively for select EB group incumbents.	\$1,048,933.85	1.08%
<u>Meal allowance</u> Increase from \$9 to \$15	\$714.30	0.00%
<u>Expanded Leave Entitlements</u>	\$4,051,177.15	4.18%
TOTAL (all proposal that have a monetary impact)²	\$27,472,174.07	28.35%

The Employer's position is that the Bargaining Agent's proposals violate the replication principle, where the results of a third party process should replicate as closely as possible what would have been achieved had the parties negotiated a settlement on their own. The Employer submits that the Bargaining Agent's proposals do not reflect what the parties would have bargained. Additionally, the PSAC's proposals are unsubstantiated based on available data and associated metrics related to recruitment and retention and internal and external comparability.

Employer Proposals

The Employer is of the view that the EB agreement is a mature agreement that does not require major changes. As such, the Employer is submitting a package of proposals that includes modest economic increases and changes to leave provisions that are aligned with what has been agreed to with 34 other groups in the current round of bargaining.

¹ The ongoing costs are based on March 2018 population and compensation data for EB employees – this is referred to the wage base throughout this document.

² Other Bargaining Agent monetary proposals are detailed at Part III.

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

EMPLOYER MONETARY PROPOSALS	ONGOING COST	% OF WAGE BASE
Pattern economic increases over four years: 2.0%, 2.0%, 1.5%, and 1.5%	\$6,950,041	7.18%
An additional 1% for group-specific adjustments	\$1,025,392	1.06%
Expanded leave provisions	\$135,317	0.13%
TOTAL	\$8,110,750	8.37%

The Employer's proposals also include the MOU on the implementation of the collective agreement negotiated with the 34 other groups in the federal public service. Given the pay and HR systems in place and the associated challenges, the Government of Canada has no flexibility to implement agreements on a different basis. Agreeing to a different implementation process and timelines would represent bad faith bargaining on behalf of the Government, as it would be agreeing to something that it cannot fulfill.

Given the high volume of outstanding proposals submitted by the Bargaining Agent, the Employer requests that the PSAC target a limited number of proposals that take into account the current collective bargaining landscape and recent negotiation outcomes with other federal public service Bargaining Agents. The large number of proposals make it challenging for the parties to identify and focus their work on key priorities; a more limited number of proposals is expected to meaningfully improve the likelihood of settlement. The Employer respectfully suggests that the Commission issue a direction in that regard and direct the parties to return to negotiations with a reduced number of proposals, prior to the issuance of the Commission's report.

Damages related to the Phoenix Pay System

In 2017, the PSAC and other CPA Bargaining Agents chose to mandate a joint committee to resolve the issue of damages incurred by employees related to the Phoenix pay system. Between 2017 and 2019, this committee worked independently from the collective bargaining tables.

On June 12, 2019, an agreement was reached between the Employer and 15 Bargaining Agents on Phoenix damages. The PSAC did not agree to the terms of the agreement, which include up to 5 days of paid leave, and compensation for monetary and non-monetary losses. This agreement settled the damages portion

of the pending recourse by these Bargaining Agents and their members following the filing of unfair labour complaints, as well as policy and individual grievances.

The Employer is open to continuing discussions with the PSAC to conclude an agreement on Phoenix damages, recognizing that PSAC employees should be compensated for the damages incurred related to the Phoenix pay system. However, the Employer respectfully submits that Phoenix-related damages should not influence this Committee's deliberations. This issue is pending resolution at a different forum, and in the event that the parties fail to reach an agreement, the FPSLRB is the appropriate forum for third party resolution.

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PART I – STATUS OF NEGOTIATIONS

1.1 Negotiations in the Federal Public Service

The Government of Canada is committed to bargaining in good faith with all federal public sector Bargaining Agents. The Government's approach is to negotiate agreements that are reasonable for employees, Bargaining Agents and Canadian taxpayers.

Through meaningful and good faith negotiations, the Government of Canada has reached 34 agreements during this round of bargaining, covering more than 65,000 employees in the federal public service. This includes settlements with 15 different Bargaining Agents representing 17 bargaining units in the CPA and 17 employee groups in separate agencies.

Core Public Administration

Since the spring of 2018, the Treasury Board of Canada Secretariat (TBS) has been engaged in negotiations on behalf of the Treasury Board, the Employer of the CPA, with more than 10 Bargaining Agents for the renewal of collective agreements representing more than 175,000 employees.^{3 4}

TBS successfully concluded collective agreements for 17 CPA groups with 11 Bargaining Agents. These 17 collective agreements cover employees represented by some of the largest Bargaining Agents, including the PIPSC, CAPE and ACFO.

Table 1 below lists the bargaining units with new collective agreements, their union affiliation and population as of March 2018.

³ The Treasury Board of Canada negotiates the collective agreements for more than 80 departments and agencies named in Schedule I and Schedule IV of the *Financial Administration Act*.

⁴ Population figures as of March 2018.

Table 1: Bargaining Units with New Collective Agreements – CPA

CPA BARGAINING UNIT	BARGAINING AGENT	EMPLOYEES
EC - Economics and Social Science Services	CAPE	14,777
SP - Applied Science and Patent Examination	PIPSC	7,647
AV - Audit, Commerce and Purchasing	PIPSC	5,783
FI - Financial Management	ACFO	4,776
NR - Architecture, Engineering & Land Survey	PIPSC	3,541
SH - Health Services	PIPSC	3,100
LP- Law Practitioner	AJC	2,832
RE - Research	PIPSC	2,630
FS – Foreign Service	PAFSO	1,512
EL - Electronics	IBEW	1,059
TR - Translation	CAPE	811
SR(W) - Ship Repair West	FGDTLCW	642
SR(E) - Ship Repair East	FGDTLCE	590
RO - Radio Operations	UNIFOR	272
UT- University Teaching	CMCFA	180
SR(C) - Ship Repair Chargehands	FGDCA	52
AI – Air Traffic Control	UNIFOR	9
Total Population		50,195

Separate Agencies

The 27 active separate agencies listed in Schedule V of the *Financial Administration Act* conduct their own negotiations for unionized employees. They are distinct from the CPA; they have different job duties and specific wage levels according to their business purpose. The largest separate agencies include the CRA, Parks Canada, and the Canadian Food Inspection Agency. The CPA and separate agencies share many of the same Bargaining Agents, including the PSAC and PIPSC.

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

During the current round of negotiations, six separate agencies have concluded 17 collective agreements with four Bargaining Agents representing 17,000 employees. Table 2 below lists the separate agencies, and bargaining units with new collective agreements, their union affiliation and population.

Table 2: Bargaining Units with New Collective Agreements – Separate Agencies

SEPARATE AGENCY	BARGAINING AGENT	BARGAINING UNIT	POPULATION
Canada Revenue Agency (CRA)	PIPSC	Audit, Financial and Scientific (AFS)	11,447
Canadian Nuclear Safety Commission (CNSC)	PIPSC	Nuclear Regulatory Group (NUREG)	730
Canada Energy Regulator (CER) formerly National Canada Energy Board (NEB)	PIPSC	All Unionized Employees	377
National Film Board (NFB)	PIPSC	Administrative and Foreign Services Group Scientific and Professional Group	174
	SGCT/CUPE	Technical Group	103
	CUPE	Administrative Support Group Operation Group	88
National Research Council Canada (NRC)	RCEA	Administrative Services Group (AS)	244
		Administrative Support Group (AD)	268
		Computer Systems Administration (CS)	214
		Operational Group (OP)	62
		Purchasing and Supply Group (PG)	22
		Technical Group (TO)	999
	PIPSC	Information Services (IS)	64
		Library Services (LS)	43
		Research Officer / Research Council Officer (RO/RCO)	1,596
		Translator Group (TR)	8
Office of the Superintendent of Financial Institutions (OSFI)	PIPSC	Professional Employees Group (PEG)	551
Total Population			16,990

1.2 Common Items Negotiated for the Core Public Administration and Separate Agencies

The 34 agreements reached in the CPA and separate agencies include some common items, including basic economic increases and other monetary and non-monetary elements.

Annual economic increases over 4 years

- Year 1: 2%
- Year 2: 2%
- Year 3: 1.5%
- Year 4: 1.5%

Group-specific wage adjustments of approximately 1% over the 4 years of the agreements

For most of the groups, such as the NR and the SP groups represented by PIPSC, these improvements take the form of wage adjustments staggered over two years: 0.8% in year 1 and 0.2% in year 2.

Some other groups, such as the FS group represented by PAFSO, received different targeted measures to address their specific needs, but the overall value of these group-specific improvements was approximately 1% over the four years of their agreements.

An MOU on the implementation of collective agreements

At the outset of this round of negotiations, the Government made it clear to all Bargaining Agents that retroactivity and the implementation of the agreements were key issues given the ongoing challenges surrounding the Phoenix pay system and the implementation of the agreements concluded during the previous round of bargaining.

In the spring of 2019, the Government developed a new methodology for the calculation of retroactive payments to facilitate its implementation. The Government also negotiated extended implementation timelines, reasonable compensation for employees in recognition of the extended timelines and accountability measures. All of these measures are outlined in the MOU that is included in all 34 federal public service agreements.

The key elements of the MOU include the following:

- Changes to existing or new compensation elements that do not require manual intervention from compensation advisors will be implemented within 180 days after the signature of the agreements.
- Changes to existing or new compensation elements that require manual intervention from compensation advisors will be implemented within 560 days after the signature of the agreements.
- All employees in the group covered by a new agreement will receive a \$400 lump-sum payment upfront in recognition of extended implementation timelines.
- Employees for who the implementation takes longer than 180 days will receive a \$50 payment for each 90 day delay beyond the initial implementation period of 180 days, to a maximum of \$450 per employee.
- Employees for who the implementation takes longer than 180 days will be notified within 180 days after the signature of the agreement.

Given the pay and HR systems in place and the ongoing challenges, the Government of Canada has no flexibility to implement agreements on a different basis than what is included in the negotiated MOU. Agreeing to a different implementation process and timelines would represent bad faith bargaining on behalf of the Government, as it would be agreeing to something that it cannot fulfill.

Extended/New leave provisions

Several improvements were negotiated with the other bargaining units that provide for new and improved leave entitlements for employees:

- Up to 10 days of paid leave for situations of domestic violence;
- Extension of the parental leave without pay provision to allow employees to choose an extended leave period, with the top-up allowance paid by the Employer spread over the longer period, and extension of the maximum payable top-up period to cover paternity leave (Québec) and shared parental leave (rest of Canada).
- Caregiving leave without pay of up to 35 weeks to allow employees to benefit from critical illness and compassionate care benefits available under the Employment Insurance program.

- Improvements to the definition of family – specifically the introduction of a person who stands in the place of a relative for the employee, whether or not there is any degree of consanguinity between such person and the employee. This improves access to bereavement leave with pay, leave with pay for family-related responsibilities, and leave without pay for the care of family.

The Employer proposes a settlement for the EB group that contains improvements that are similar to those negotiated in the rest of the federal public service. The Employer recommends that the Commission provide recommendations that are aligned with the recently established pattern.

As per the Replication Principle, the Employer suggests that the Commission's report replicate the result, as closely as possible, to that which would have been achieved had the parties negotiated a settlement on their own. The Employer submits that the Bargaining Agent's proposed economic increases do not reflect what the parties would have bargained.

The Employer is of the view that there is no evidence to justify providing wage increases for the EB group that exceed the cumulative increases that employees in the 17 CPA group and the 17 separate agency groups will receive over a four-year agreement. There is no rationale supporting the significantly higher economic increases sought by the PSAC, in addition to market adjustments between 10% and 20%.

1.3 Negotiations with the Education and Library Science (EB) Group

In this round of bargaining, PSAC (EB group) and TBS officials were engaged in 6 negotiation sessions between May 2018 and May 2019. The parties were also engaged in three negotiations sessions at a separate bargaining table mandated to negotiate proposals that are common across the four bargaining units represented by the PSAC [Program and Administrative Services (PA), Operational Services (SV), Technical Services (TC) and Education and Library Science (EB)] between June 2018 and December 2018.

As noted in table 3 below, the parties only "agreed in principle" to four items, which are administrative or housekeeping in nature. However, none of these proposals were signed off because it is the Employer's position that these items should form part of a final negotiated settlement.

Table 3: Proposals Agreed to by the Parties (In Principle)

ITEM	DETAILS
Articles: 2.01, 2.02, 10.05, 14.01, 14.03, 15.01, 22.04, 22.07, 22.15, 36.01, 36.02, 37.02, 37.03, 37.04, 37.10, 37.27, 38.01, 55.01, Appendix "B".	Replace: "Public Service Labour Relations Act" with "Federal Public Sector Labour Relations Act"; and "Federal Public Service Labour Relations Board" with "Federal Public Sector Labour Relations and Employment Board".
Clauses 57.01 and 57.05	Replace: 24 th week with 78 th week.
Clause 57.07 (English only)	Replace: (Maternity-Related Reassignment Leave), "officer" with "employee"

The PSAC declared impasse and filed for the establishment of a PIC on December 11, 2018. The Chairperson of the FPSLREB advised the parties on January 29, 2019, that she was not recommending the establishment of the PIC and encouraged the parties to resume negotiations. In her decision, the Chairperson indicated that she was not satisfied that the parties had bargained sufficiently and seriously, nor was she convinced that impasse had been reached.

After additional negotiations meetings in the winter and spring of 2019, the PSAC submitted a request to the FPSLREB on May 7, 2019, for the reactivation of their request, which was granted by the Chairperson.

1.4 Bargaining Agent Proposals

The Bargaining Agent has also submitted an extensive list of proposals, including new allowances and measures that currently do not exist in the EB collective agreement. As noted in the table below, the Bargaining Agent monetary proposals, which include annual economic increases of 3.5% over three years, are equivalent to an overall increase of 28.35%, compared to the 2018 EB wage base.

Table 4: Bargaining Agent Proposals

PROPOSAL	COST (2017-18)	% OF WAGE BASE
Common proposals		
Economic increase of 3.5% (1.66% above pattern) over three years	\$10,516,837.94	10.87%
7 weeks + 1 week waiting period for Compassionate Care and Caregiving Leave	\$1,269,271.79	1.31%
Parental Allowance to 93% top-up for extended leave of 63 weeks	\$899,376.75	0.93%
Vacation Leave Enhancement: <ul style="list-style-type: none"> 4 weeks at 5 years 5 weeks at 10 years 6 weeks at 23 years 	\$843,801.45	0.87%
Designated Paid Holidays – 2 additional days for select incumbents	\$681,810.60	0.70%
CPA-Wide Leave Policy on Domestic/Family Violence providing up to 10 days of paid leave	\$15,070.55	0.02%
Sub-Total (Common proposals)	\$14,226,169.08	14.70%
EB-specific proposals		
<u>ED-EST (10 month) INAC Wage Grid</u> (Effective July 1, 2018) <ul style="list-style-type: none"> 10% market adjustment, for ED-EST Ontario 10 month rates 20% market adjustment, for ED-EST Alberta 10 month rates 	\$1,120,794.33	1.16%
<u>ED-EST Vice-Principal and Principal Wage Grid</u> <ul style="list-style-type: none"> Deletion of Level 1 rates for both VP and Principals; Level 2 wage grid will form new VP and Principal wage grid; Ontario wage grid will receive a market increase of 10%; Alberta wage grid will receive a market increase of 20% 	\$182,144.88	0.19%
<u>EU Wage Grid</u> Market Adjustment (Alberta: 20%, all other regions: 10%)	\$207,467.73	0.21%
ED-EST 12-month national pay rates	\$757,404.95	0.78%
ED-LAT 10% Market Adjustment	\$1,746,440.28	1.81%
ED-EDS 10% Market Adjustment	\$3,208,153.68	3.32%
LS Restructures and 12% Market Adjustment	\$4,559,293.16	4.71%
<u>Acting increase</u> – Receive increment after reaching 52 weeks of cumulative service of all acting periods	\$27,811.82	0.03%
<u>Pedagogical break</u> – Paid leave from July 1 to July 9 inclusively for select EB group incumbents.	\$1,048,933.85	1.08%
<u>Meal allowance</u> Increase from \$9 to \$15	\$714.30	0.00%
Leave with pay for family related responsibilities – Change from 37.5 hours to 75 hours	\$341,846.01	0.35%
Sub-Total (Common proposals)	\$13,201,004.99	13.64%
Grand Total	\$27,427,174.07	28.35%

Notes:

1. The following union proposals were not included either due to data limitations or a fundamental inability to effectively provide an estimated cost for these measures.
 - a. Article 26 – Pay Administration; Penalty for failed payment by a specific date and reimbursement of financial penalties and losses
 - b. Article 27 – Travel time amendments
 - c. Article 49.5 – Allowance for teachers (no maximum frequency for the allowance)
 - d. Appendix B – Workforce Adjustment: Increase to Educational Allowance from \$15,000 to \$17,000 and Increase to Educational Allowance for retraining from \$15,000 to \$20,000

1.5 Employer Proposals

The Employer proposes to negotiate improvements for the EB group that are similar to those negotiated to date with 34 groups in the federal public service. The Employer's detailed position on each outstanding items can be found in parts III and IV of the Employer's brief.

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

Table 5: Employer Monetary Proposals

EMPLOYER MONETARY PROPOSALS	ONGOING COST	% OF WAGE BASE
Pattern economic increases over four years: 2.0%, 2.0%, 1.5%, and 1.5%	\$6,950,041	7.18%
An additional 1% for group-specific adjustments	\$1,025,392	1.06%
10 days of paid leave for Domestic Violence	\$13,707	0.01%
Expanded provisions for definition of Family (various articles)	\$59,595	0.06%
Parental leave without pay (standard/extended period)	Cost neutral	0.00%
Caregiving Leave without Pay related to critical illness	\$62,015	0.06%
TOTAL	\$8,110,750	8.37%

The Employer's proposal also include the MOU on the implementation of the collective agreement negotiated with all the groups in the CPA and separate agencies.

Given the volume of outstanding proposals submitted by the Bargaining Agent, the Employer requests that the PSAC target a limited number of proposals that take into account the current collective bargaining landscape and recent negotiation outcomes with other federal public service Bargaining Agents. The large number of proposals make it challenging for the parties to identify and focus their work on key priorities; a more limited number of proposals is expected to meaningfully improve the likelihood of

settlement. The Employer respectfully suggests that the Commission recommend in its report in that regard that the parties return to negotiations with a reduced number of proposals.

1.6 Common Proposals

Twenty-three provisions, listed below, have been identified jointly by the parties as common proposals that apply to all four tables (PA, SV, TC and EB) currently in the PIC process.

On November 25, 2019, the Employer and the Bargaining Agent agreed that it was appropriate to make representations on these provisions only once, and to do so during the PIC process for the PA group. This avoids unnecessary duplication in the respective submissions for the four groups, and limits the risk of having different recommendations on the same topics.

1. Article 8 – Employee Representatives
2. Article 9 – Use of Employer Facilities
3. Article 10 – Check-Off
4. Article 11 – Information
5. Article 14 – Leave with or without pay for Alliance Business
6. Article 17 – Sexual harassment
7. Article 19 – Sick leave with pay
8. Clause 20.02 – Accumulation of vacation leave credits
9. Article 21 – Designated Paid Holiday
10. Clauses 22.04, 22.06, 22.07 – Maternity and Parental Provisions
11. Paragraph 22.09(vii) – Compassionate care leave
12. Article 26 – Pay Administration
13. Article 32 – Discipline
14. Article 33 – Employee Performance Review and Employee Files
15. Article 50 – Technological Changes
16. New Article – Domestic Violence

17. New Article – Protections Against Contracting Out
18. Appendix B – Workforce Adjustment
19. Appendix K – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect to Implementation of the Collective agreement
20. Appendix M – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Child Care
21. Appendix O – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Mental Health in the Workplace
22. Appendix P – Memorandum of Agreement on Supporting Employee Wellness
23. New Appendix – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada [Royal Canadian Mounted Police (RCMP) Deeming]

1.7 Damages related to the Phoenix Pay System

In 2017, the PSAC and other CPA Bargaining Agents chose to mandate a joint committee to resolve the issue of damages incurred by employees related to the Phoenix pay system. Between 2017 and 2019, this committee worked independently from the collective bargaining tables.

On June 12, 2019, an agreement was reached between the Employer and 15 Bargaining Agents on Phoenix damages. The PSAC did not agree to the terms of the agreement, which include up to 5 days of paid leave, and compensation for monetary and non-monetary losses. This agreement settled the damages portion of the pending recourse by these Bargaining Agents and their members following the filing of unfair labour complaints, as well as policy and individual grievances.

The Employer is open to continuing discussions with the PSAC to conclude an agreement on Phoenix damages, recognizing that PSAC employees should be compensated for the damages incurred related to the Phoenix pay system. However, the Employer respectfully submits that Phoenix-related damages should not influence this Committee's deliberations. This issue is pending resolution at a different forum, and in the event that the parties fail to reach an agreement, the FPSLRB is the appropriate forum for third party resolution.

PART II – CONSIDERATIONS

In its approach to collective bargaining and the renewal of collective agreements, the Employer's goal is to ensure fair compensation for employees and, at the same time, to deliver on its overall fiscal responsibility and commitments to the priorities of the government and Canadians.

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

1. Recruitment and retention

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

2. External comparability

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

3. Internal relativity

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

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

4. The state of the economy and the government's fiscal situation

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

In addition, the Employer appeals to replication as a guiding principle to set compensation and suggests that the Commission consider all elements of total compensation when making its recommendations for the PA group.

2.1 Recruitment and Retention

TBS sets compensation levels that enable the Employer to recruit and attract qualified and motivated employees. The recruitment and retention indicators provided in this section clearly illustrate that the EB group is healthy and provide no evidence that increases above the established pattern is required to recruit and retain employees.

TBS surveyed departments to identify potential problems in recruiting and retaining employees and the impact of such difficulties. There were no widespread recruitment and retention issues raised by the majority of the largest employing departments.

The public service went through a restraint period from 2011-12 to 2015-16. The data presented in this section reflect the Government of Canada's restraint measures that effected employment. During this period, the Government of Canada undertook the Deficit Reduction Action Plan, strategic and operating reviews, and implemented an operating budget freeze through to 2015-16⁵. These measures had direct effects on hiring and employment levels across the Government of Canada. The data tables below present information for the EB occupational group in comparison to the average for the core federal public administration.

Table 6 shows the EB population over the last 5 fiscal years by occupation sub-group. Over the reference period, the ED occupational sub-group experienced successive year over year increases following the period of restraint. In particular, since the 2015-2016 fiscal year, the group's population has consistently increased each year. In terms of the remaining sub-groups, the LS sub-group population has remained stable over the last three fiscal years while the EU sub-group has shown stable population figures over the entire reference period.

⁵ The operating budget freeze held departmental budgets at their existing reference levels. Further, it required that departments fund wage increases from their existing funding levels in perpetuity, which is contrary to the convention of a central government fund providing for negotiated wage increases. This is an important consideration because departments would have to set aside contingency funds for wage increases as a trade-off for program spending.

Table 6: Population

Population					
	2013-14	2014-15	2015-16	2016-17	2017-18
Population variation - ED sub-group					
12-months average population	656	633	621	644	658
Year-to-year (y/y) increase	-	-3.43%	-2.03%	3.83%	2.08%
Core Public Administration (CPA) y/y increase	-	-2.80%	-1.60%	0.40%	2.10%
Population variation - LS sub-group					
12-months average population	273	252	243	241	244
Year-to-year (y/y) increase	-	-7.73%	-3.51%	-0.75%	1.04%
Core Public Administration (CPA) y/y increase	-	-2.80%	-1.60%	0.40%	2.10%
Population variation - EU sub-group					
12-months average population	30	29	30	31	31
Year-to-year (y/y) increase	-	-3.60%	3.16%	1.95%	1.09%
Core Public Administration (CPA) y/y increase	-	-2.80%	-1.60%	0.40%	2.10%

Source: Incumbent file

Notes:

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

Table 7 shows that despite a strong labour market, jobs in the EB group are still in high demand. The results show that total hiring rates generally exceeded those experienced by the CPA average for the ED sub-group, with significant increases in 2016-17 and 2017-18. Results for the LS sub-group have been stable over the reference period (with a substantial gain in 2016-2017) while also remaining stable for the EU sub-group. In cases where recruitment issues are present, one would expect persistent periods with low hiring figures, which is not the case for the EB group.

Table 7: Hiring

Hiring					
	2013-14	2014-15	2015-16	2016-17	2017-18
Hiring – ED sub-group					
External Hiring	30	18	30	59	64
Internal Hiring	5	15	14	18	25
Total Hiring (external and internal)	35	33	44	77	89
Total Hiring Rate	5.3%	5.2%	7.1%	12.0%	13.5%
CPA Total Hiring Rate	4.1%	5.5%	6.9%	9.2%	11.6%
	2013-14	2014-15	2015-16	2016-17	2017-18
Hiring – LS sub-group					
External Hiring	7	8	10	21	12
Internal Hiring	3	2	3	4	5
Total Hiring (external and internal)	10	10	13	25	17
Total Hiring Rate	3.7%	4.0%	5.3%	10.4%	7.0%
CPA Total Hiring Rate	4.1%	5.5%	6.9%	9.2%	11.6%
	2013-14	2014-15	2015-16	2016-17	2017-18
Hiring – EU sub-group					
External Hiring	1	0	2	2	3
Internal Hiring	0	0	0	0	0
Total Hiring (external and internal)	1	0	2	2	3
Total Hiring Rate	3.3%	0.0%	6.7%	6.6%	9.7%
CPA Total Hiring Rate	4.1%	5.5%	6.9%	9.2%	11.6%

Source: PSC Appointments file

Notes:

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

Table 8 below shows that there has been a significant reduction in the number of external separations in the EB group during the restraint years and beyond. Over the 5-year reference period, the total number of external separations for all of the EB occupational sub-groups has decreased significantly with the exception of the EU sub-group that has remained relatively stable. The sharpest reduction in external separation rates over the reference period occurred in the LS sub-group with a reduction of 50%.

The ED sub-group also experienced a sharp reduction of 31%. Additionally, the voluntary non-retirement separation rate for the EB bargaining unit was also very low, at only 0.75%.

Internal separations increased for the ED sub-group but has remained relatively stable for the remaining EB occupational sub-groups. Just over half of the ED internal separations have been to occupational sub-groups that fall under the PA bargaining unit between 2016-17 and 2017-18 where internal separations were at their highest over the reference period. The majority of these internal separations fell under the Administrative Services (AS), Programme Administration (PM), and Welfare Programmes (WP) groups. It is important to note that a higher number of internal separations does not necessarily reflect significant retention issues. Internal separations are a natural part of employment mobility and are most likely due to employees searching for positions that better suit their career aspirations. In particular, these separations are unlikely due to wage inadequacies as the negotiated wage increases within the most populous group within the EB bargaining unit has generally outpaced those of the PA Bargaining unit for the occupational sub-groups identified above (see Table 8 below for further details).

Table 8: Separations

Separations	2013-14	2014-15	2015-16	2016-17	2017-18
Separations - Voluntary - Non-Retirements group - ED sub-group					
External Separations	51	43	34	45	35
<i>Voluntary - Non-Retirements</i>	6	8	7	8	3
<i>Voluntary - Retirements</i>	32	22	26	34	20
<i>Involuntary</i>	13	13	1	3	8
<i>Unspecified</i>	0	0	0	0	4
Internal Separations	7	10	8	16	24
Total Separations (internal and external)	58	53	42	61	59
Total Separation Rate	8.8%	8.4%	6.8%	9.5%	9.0%
CPA Total Separation Rate	8.3%	7.5%	7.9%	8.3%	8.5%

	2013-14	2014-15	2015-16	2016-17	2017-18
Separations - Voluntary - Non-Retirements group - LS sub-group					
External Separations	30	20	20	13	15
<i>Voluntary - Non-Retirements</i>	3	5	5	2	4
<i>Voluntary - Retirements</i>	12	7	13	9	8
<i>Involuntary</i>	15	8	2	1	1
<i>Unspecified</i>	0	0	0	1	2
Internal Separations	9	5	6	4	10
Total Separations (internal and external)	39	25	26	17	25
Total Separation Rate	14.3%	9.9%	10.7%	7.0%	10.3%
CPA Total Separation Rate	8.3%	7.5%	7.9%	8.3%	8.5%
Separations - Voluntary - Non-Retirements group - EU sub-group					
External Separations	2	0	1	2	3
<i>Voluntary - Non-Retirements</i>	1	0	0	1	0
<i>Voluntary - Retirements</i>	1	0	1	1	2
<i>Involuntary</i>	0	0	0	0	1
<i>Unspecified</i>	0	0	0	0	0
Internal Separations	0	0	0	0	0
Total Separations (internal and external)	2	0	1	2	3
Total Separation Rate	6.6%	0.0%	3.3%	6.6%	9.7%
CPA Total Separation Rate	8.3%	7.5%	7.9%	8.3%	8.5%

Notes:

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

Table 9 presents job advertisement figures for the EB occupational sub-groups. Further analysis illustrates that there has been an overall marked increase in the number of job advertisement since 2013-2014 for the ED and LS sub-groups, while remaining stable for the EU sub-group. The ED occupational sub-group in particular exceeded the total number of applications per job advertisement when measured against the CPA median over the majority of the reference period. Overall, both the hiring and the job

advertisement statistics show that the demand for new employment is being satisfied by a large pool of qualified applicants.

Table 9: Job advertisements

Job Advertisements					
	2013-14	2014-15	2015-16	2016-17	2017-18
Total Advertisements					
ED	9	10	24	15	22
LS	7	15	10	11	6
EU	2	4	3	2	2
CPA median	9	8	10	9	14
Total Applications per Advertisement					
ED	185	114	107	181	101
LS	54	29	50	61	36
EU	88	41	36	25	42
CPA median	82	84	95	74	132
Total Applications Screened-In Per Job Advertisement					
ED	95	73	82	118	71
LS	33	17	37	43	26
EU	27	21	28	21	37
CPA median	62	76	66	52	98

Notes:

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

The recruitment and retention metrics clearly demonstrate a healthy group, with low external separations and highly successful recruitment. This further supports that the Employer's offer to replicate the established pattern set with other federal public service groups is reasonable.

Public Service Employee Survey Results

The Public Service Employment Survey includes certain indicators for measuring mobility and retention in terms of employees overall job satisfaction. Two key indicators are further discussed below that relate to overall job satisfaction.

Table 10 shows that the majority of employees in the EB sub-groups like their job; most results exceed the Public Service average. The federal government continues to offer attractive terms and conditions, stable employment and very competitive wages which makes it a highly sought after establishment for employment.

This further demonstrates that the Employer's wage offer, replicating the pattern negotiated with 34 other groups in the federal public service, is very reasonable.

Table 10: Overall Job Satisfaction

Q14. Overall, I like my job.			
	Positive (%)		
Occupational sub-group	2014	2017	2018
ED	86	87	87
EU	-	93	-
LS	74	84	82
Public Service average	79	80	80

Table 11 shows that employees in the EB group were significantly less likely to leave their position over the next two years, compared to the Public Service average. This once again points to evidence that EB employees have an overall high sense of job satisfaction and are not actively looking to leave their current position.

Table 11: Intention to Leave Current Position

Q46. Do you intend to leave your current position in the next two years?				
Bargaining Unit	2018 PSES Survey			
	Occupational sub-group	Yes (%)	No (%)	Not Sure (%)
EB	ED	21	54	25
	LS	14	52	34
	Public Service average	27	39	35

Note: Responses for the EU sub-group were unavailable due to low response rate.

2.2 External Comparability

This section compares EB pay rates to those offered in the external market. The Government of Canada's stated objective is to provide compensation that is competitive with, but not leading, compensation provided for similar work in relevant external labour markets. TBS reviews labour market trends nationally and it commissions third-party human resources experts to conduct primary and secondary research at the occupational group level. National trends guide compensation decisions.

As shown in Table 12, despite the negative impact of the Deficit Reduction Action Plan from 2011-2012 to 2015-2016 the ED sub-group wage growth (14.1%), which represents over 70% of the population of the EB bargaining unit, has outpaced cumulative increases in public (10.3%) and private (13.6%) sector settlements (as

measured by HRSDC⁶), and cumulative price increases (11.9%) as represented by the change in CPI inflation.

The LS and EU cumulative increases were quite comparable to those of the CPI (11.9%) and outstripped the public wage settlement increases (10.3%) over the reference period.

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

Table 12: ED, LS and EU wage growth vs. external market comparators between 2010 and 2017

External Cumulative Increase Comparison (2010 - 2017)						
	CPI	HRSDC Public Sector	HRSDC Private Sector	ED	LS	EU
Cumulative Increase (%)	11.9%	10.3%	13.6%	14.1%	11.6%	11.2%

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

2.3 Internal Relativity

As stated in the FP SLRA, there is a need to maintain appropriate relationships with respect to compensation between classifications and levels. Moreover, as noted in the *Policy Framework on the Management of Compensation*, compensation should reflect the relative value to the employer of the work performed, so ranking of occupational groups relative to one another is a useful indicator of whether their relative value and relative compensation align.

Comparative analysis of internal cumulative wage growth can be challenging since no internal groups in the CPA are directly comparable to the EB group. An examination of internal mobility was therefore conducted to determine which occupational groups EB employees typically move into, and to compare their respective wage growth.

⁶ Wage settlements as reported by HRSDC for employers that have more than 500 unionized employees. These data are weighted averages of the annual percentage “adjustments” in “base rates” during the period covered by the settlements. The “base rate” is the wage rate of the lowest paid classification containing a significant number of qualified workers in the bargaining unit. The “adjustments” include such payments as restructures and estimated cost-of-living allowance.

Table 13 shows the cumulative increases for the ED sub-group against those in the PA bargaining unit, where the majority of the internal separations occurred. As mentioned in the recruitment and retention section, over half of all internal separations for the ED sub-group fell under the PA bargaining unit between 2016-17 and 2017-18. As shown in the table, the cumulative increases received by the most populous sub-group of the EB bargaining unit has either exceeded or is on par with those that were identified in the sub-groups of the PA bargaining unit. Since ED wages have had increases on par or superior to the PA groups included in the table, the internal separations for the ED sub-group are most likely due to the natural mobility of the public service and not due to wage discrepancies.

Table 13: Internal mobility assessment, cumulative wage growth comparison between ED sub-group and PA bargaining unit comparators.

Internal Cumulative Increase Comparison (2010 - 2017)				
	ED	AS	PM	WP
Cumulative Increase (%)	14.1%	11.8%	11.6%	14.2%

Though it is widely acknowledged that the overall roles and responsibilities of the employee groups identified vary from that of employees in the EB bargaining unit, in the absence of any direct comparators, the CPA average could also be considered as an adequate benchmark for comparative purposes.

As presented in Table 14 below, the cumulative wage increases of the ED sub-group exceeded CPA growth from 2010 to 2017, while the LS and EU sub-groups experienced moderate growth over the same period. As previously mentioned, the ED sub-group represents more than 70% of the EB group population.

Table 14: Internal cumulative wage growth comparison between EB occupational sub-groups and weighted CPA average, 2010 - 2017

Internal Cumulative Increase Comparison (2010 - 2017)				
	CPA	ED	LS	EU
Cumulative Increase (%)	13.5%	14.1%	11.6%	11.2%

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

Overall, there has been no demonstration of issues with regards to internal relativity for the EB group. Accordingly, the Employer's wage offer, which is aligned with the established pattern, would allow to maintain that balance.

2.4 The state of the economy and the government's fiscal situation

The state of the economy and the government's fiscal circumstances are critical considerations for the federal government in its role as Employer.

The new collective agreement for the EB group will cover a timeframe of low to moderate economic growth. Moreover, there are negative risks associated with the economic outlook, which could lead to weaker labour markets and lower wage growth than what is now broadly expected. With interest rates at near record lows in major advanced economies and signs of a deteriorating global outlook, a focus on keeping federal government compensation affordable relative to the country's economic performance will allow the Government to pursue its budgetary commitments and better respond to future economic uncertainty.

The following section outlines Canadian economy and its outlook, labour market conditions for the public service relative to the private sector, and the government's fiscal circumstances. This includes an overview of gross domestic product (GDP) growth, consumer price inflation, employment growth, risks to the economic outlook, and how the public service compares against the typical Canadian worker, which is the ultimate payer of public services.

Real GDP growth

Real GDP growth, which is the standard measure of economic growth in Canada, provides an indication of the overall demand for goods, services, and labour. Lower real GDP growth reduces demand for employment, which increases unemployment and curbs wage increases.

Real GDP growth recently peaked in 2017 at 3% before slowing markedly to 1.9% in 2018 (Table 15). The outlook for real GDP projects growth further deteriorating to 1.5% in 2019 and 1.6% in 2020. Over the 2014 to 2017 period, real economic growth averaged 1.9%, higher than the average outlook for growth of 1.7% over the 2018 to 2021 period. The declining growth profile of GDP comes despite the economy's continued reliance on historically low interest rates.

Table 15: Real Gross Domestic Production, Year-over-year growth

Real GDP Growth (y/y)	2016	2017	2018	2019(F)	2020(F)
Statistics Canada	1.10%	3.00%	1.90%	-	-
Consensus Forecasts	-	-	-	1.5%	1.6%
Bank of Canada	-	-	-	1.5%	1.7%

Source: Statistics Canada, Consensus Forecasts October 2019, Bank of Canada MPR October 2019.

While forecasters are basing their modest expectations for growth on the assumption that economic conditions will not further deteriorate, the Canadian economy faces a number of risks that could further compromise growth prospects, weakening the labour market and the government's fiscal balance.

The Consumer Price Index

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

Recent inflation has been persistently low, below the 2.0% mid-point of the Bank of Canada's 1.0 to 3.0% target rate since 2011. Inflation exceeded 2.0% for the first time in seven years in 2018, at 2.3%. However, inflation above 2.0% is forecast to be short-lived. According to Consensus Forecasts, inflation is expected to decline to 2.0% in 2019 and further decline to 1.9% in 2020 (Table 16). The Bank of Canada's October inflation forecast has a similar profile, with inflation at or below 2.0% until the end of 2021.

Table 16: Canada's Major Economic Indicators, Year-over-year growth

Indicator⁷	2016	2017	2018	2019 (F)	2020 (F)	2021(F)
CPI (y/y) Consensus	1.4%	1.6%	2.3%	2.0%	1.9%	2.0%
CPI (y/y) BoC	1.4%	1.6%	2.3%	2.0%	1.8%	2.0%
Unemployment	7.0%	6.3%	5.8%	5.7%	5.7%	n/a

Source: Statistics Canada, Consensus Forecasts (April 2021 long-term forecast and October 2019 for 2019 and 2020 forecast), BoC MPR October 2019.

Canadian employment growth

Canadian labour market conditions have improved with the unemployment rate declining from a high of 6.8% in January 2017 to a low of 5.6% in November 2018 and reached a 40-year low of 5.4% in May 2019⁸. The unemployment rate is expected to remain flat at 5.7% for 2019 and 2020⁹ (Table 16). Moreover, since June 2018, the economy has generated close to 445 000 jobs.

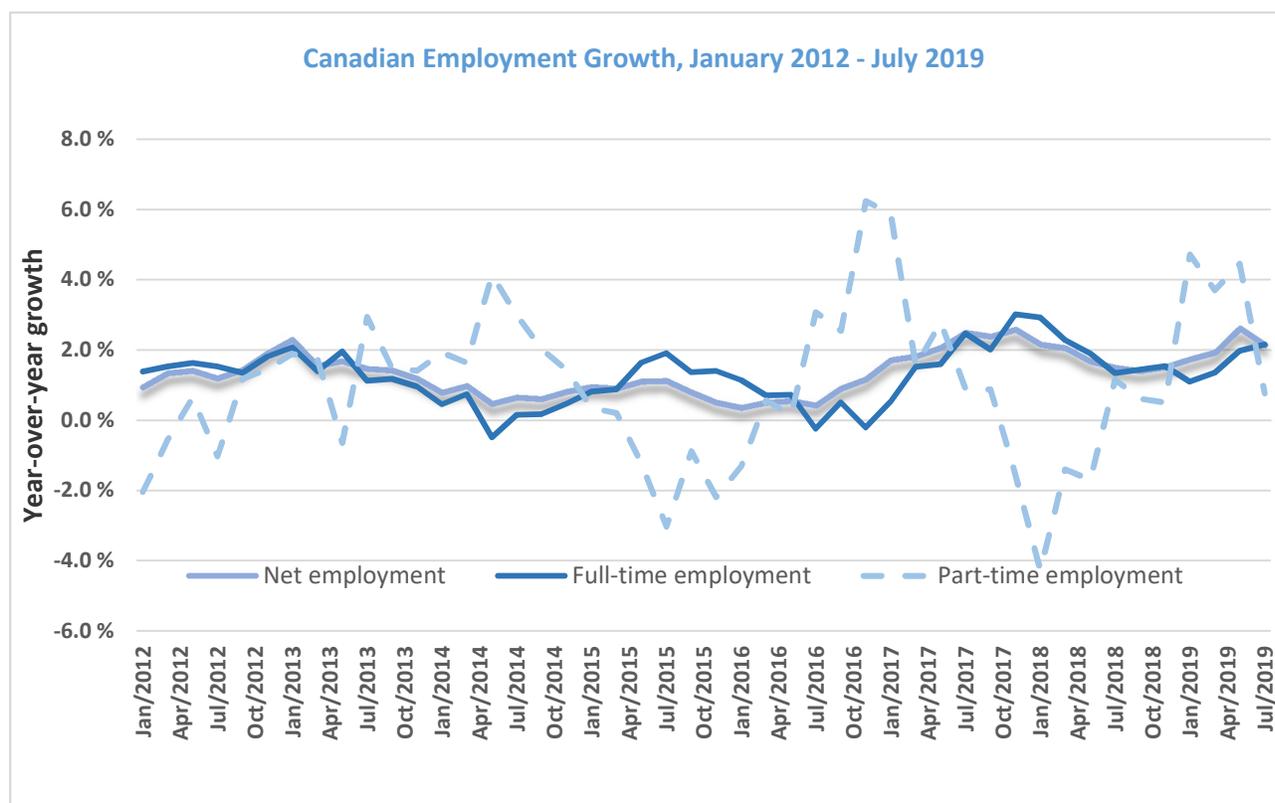
A near historically-low unemployment rate is unsurprising given that employment growth has averaged 2.1% so far in 2019, higher than the 1.3% and 1.8% for 2018, and 2017, respectively.

⁷ Data was taken from Statistics Canada and Consensus Forecasts, September 2019.

⁸ Statistics Canada, The Daily, Labour Force Survey, September 2019.

⁹ Consensus Forecasts, October 2019.

Chart 1: Canadian Employment Growth



However, despite this reported labour market strength with a low unemployment rate and strong employment growth, underlying wage growth has fallen short of expectations for a labour market with little or no apparent slack.

In Great Britain, weaker than expected wage growth in a strong labour market has been attributed to the new and quickly expanding informal or “gig” economy. According to the Bank of England’s chief economist¹⁰, “*the rise of insecure work in the gig economy has fuelled a “lost decade” in wage growth in Britain.*”

A recent analytical paper examining the informal “gig” economy in Canada¹¹ uncovered similar evidence. The analysis found that just under one-third of Canadian survey respondents participate in gig work, especially younger workers, and that participation was often consistent with labour market slack.

¹⁰ The Guardian, Gig Economy fuelled “lost decade” in wage growth-Bank Economist, October 10, 2018.

¹¹ The Size and Characteristics of Informal (“Gig”) Work in Canada (June 2019), Staff Analytical Note, Bank of Canada.

‘Over a third of survey respondents who take part in informal work do so as a result of weak economic conditions, and over half would switch their hours worked for hours in formal employment with no increase in pay.’

The “employment”¹² conditions of gig workers, with temporary and irregular hours, no job security or opportunity for advancement, with little or no paid sick leave and other benefits, contrasts sharply with the stable and secure employment with generous pensions and benefits in the federal public service.

These advantageous working conditions, examined further in the following section, have continued to attract large pools of qualified applicants for every job opportunity.

Working conditions in the Public Sector versus the Private and other Sectors

The public sector enjoys many privileges over what the average private sector worker experiences, with significant advantages in pension and benefit plan coverage and quality, better job tenure and stability, more paid-time off and an earlier average age of retirement.

Before examining the preferential working conditions in the federal public sector relative to the private sector, a quick reminder that wages are already higher in the federal government than in the private sector. Using 2015 data from the 2016 Census, the most comprehensive data set available, full-time, full-year wages and salaries for federal government workers were 17% higher than those in the private sector (\$77,543 versus \$66,065)¹³.

Public sector workers are almost four times more likely to be covered by a registered pension plan than private sector ones (87.1% versus 22.7%)¹⁴. This advantage grows even larger when comparing defined benefit (DB) pension plan coverage, where pension benefits are guaranteed by the employer, with public sector workers more than eight times more likely to be covered (79.1% versus 9.2%).

¹² Gig workers are typically classified as independent contractors, not employees.

¹³ Statistics Canada, Custom tabulation of 2015 wages and salaries from the 2016 Census.

¹⁴ Pension plans in Canada, as of January 1, 2018, Statistics Canada, June 6, 2019.

Defined Benefit (DB) pensions are quickly disappearing in the private sector, with DB plan coverage shrinking from 21.9% in 1997 to the most recent 9.2% figure in 2017. In fact, many existing DB plans in the private sector are already closed to new employees, indicating that DB pension plan coverage in the private sector will continue to decline¹⁵.

The benefit of a more secure retirement is further compounded with an earlier average age of retirement in the public sector. Public sector workers' average retirement age is 2.4 years younger than private sector workers¹⁶.

Public sector workers also have more job security than their private sector counterparts. When examining job losses as a percentage of total employment, a proxy for job security, public sector workers were five times less likely to experience job loss than those in the private sector (0.5% versus 2.5%)¹⁷. This analysis excludes job losses as a result of an end of temporary, casual, and seasonal jobs, which if included, would further widen the difference between the sectors.

The advantages for federal public service employees in pension and benefit coverage availability is further extended to a quality advantage. A recent comprehensive study prepared for TBS by Mercer¹⁸, which directly compared employer costs of pensions and benefits determined that the public service's plans were 24% more expensive than those in the General Canadian Marketplace. At a base salary of \$73,000, close to the Public Service average salary, this represents a premium of over \$2,800 or 3.9% of base pay higher than those outside the public service. The study noted that the source of this federal public service premium:

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

¹⁵ The extinction of defined-benefit pension plans is almost upon us, Frederick Vettese, The Globe and Mail October 4, 2018.

¹⁶ Comparing Government and Private Sector Compensation in Ontario, 2018, Fraser Institute. Calculations by the Fraser Institute using Statistics Canada Labour Force Survey custom tabulation data on the Average and Median Retirement Age by Sex, Class of Workers, Canada and Provinces, Annual Average.

¹⁷ Comparing Government and Private Sector Compensation in Ontario, 2018, Fraser Institute. Calculations by the Fraser Institute using Statistics Canada from custom tabulation Labour Force Survey data on Job losses by Reasons and Class of workers.

¹⁸ Results Report: Pension and Benefit Benchmarking by Industry Sector. Mercer (2019).

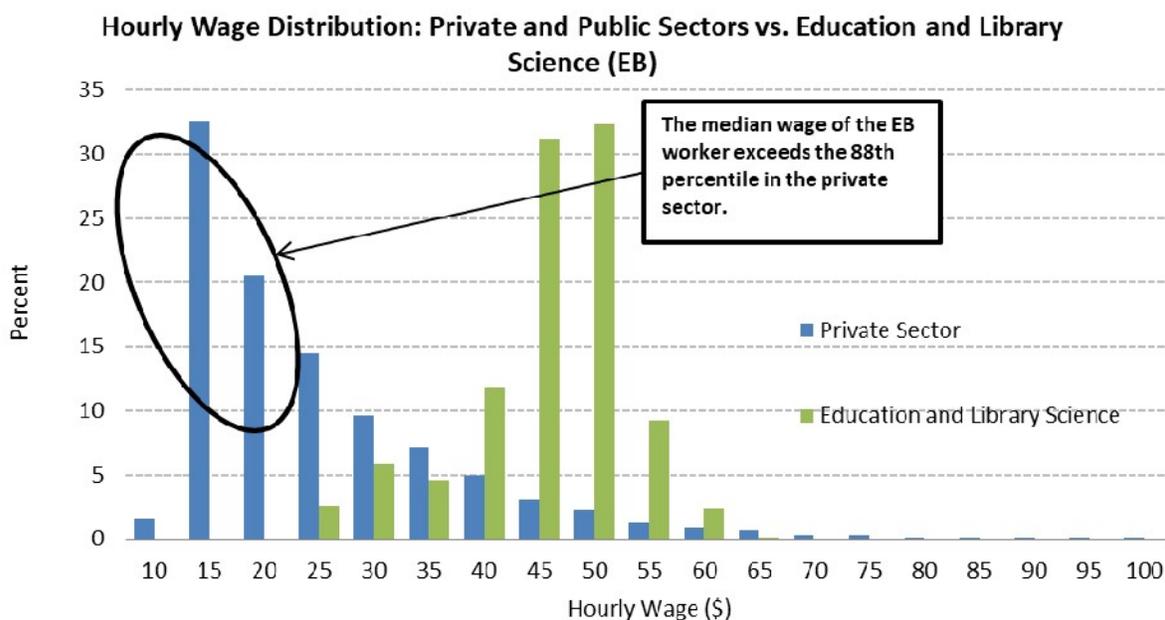
The federal government supports providing its employees with good benefits and working conditions. Nevertheless, it also has an accountability to the many employees in the private sector whose taxes support the government, and who do not enjoy comparable working conditions in terms of wages, pensions, benefits, and job security.

The wage pattern already established with other federal public service Bargaining Agents is higher than settlements for other provincial public sector employees and recommending above-pattern increases would only further entrench the advantages that the federal public service enjoys over private sector and other public sector workers.

Hourly wages for the EB group relative to the Private Sector

Results for the Labour Force Survey show how EB hourly rates of pay compare to that of the private sector. As shown in the chart below, the lowest-paid EB employee earns more than over half of employees in the private sector. Moreover, the median wage for EB workers exceeds the 88th percentile in the private sector. Even though the private sector is not a direct comparator for the EB group, the government needs to consider federal public service wages relative to the wages of the many Canadians whose taxes pay for government services through income tax and/or the GST.

Chart 2: Hourly Wage Distribution: Private and Public Sectors vs. EB



Source: Labor Force Survey (LFS) Data for June 2015 and December 2015. Education and Library Science data based on the March 2014 incumbent wage base, excluding allowances and other premiums.

Wage data reported in this table accounts for usual hours worked and usual wages earned by respondents during a typical week. These are normal paid or contract hours not including overtime and overtime compensation. Similarly, the EB average hourly wages exclude overtime.

Fiscal Outlook

The Government of Canada has adopted the position that reasonable deficit spending that targets Canada's middle-class can boost economic growth, provided that appropriate trade-offs are made to avoid accumulating excessive debt loads. Higher debt levels lead to higher borrowing costs, and as a result, fewer resources for spending priorities. The government is currently in a deficit situation. The deficit was \$14.0 billion¹⁹ for fiscal year 2018-19 and Budget 2019 forecasted continued deficits throughout the forecast horizon to fiscal year 2023-24.

The Government's fiscal plan is to continue to invest to grow Canada's economy for the long term, in a fiscally responsible way that preserves Canada's low-debt advantage. To stay on its fiscal track, the government has the responsibility to manage its budget in a manner that serves the public interest.

Fiscal room to maneuver is especially important because very low interest rates restrict monetary policy from responding to an economic down-turn with further rate cuts. The current overnight rate of 1.75% set by the Bank of Canada is more than two and half times lower than the pre-recession peak of 4.5% in August 2007. According to TD Economics, central banks have limited room to provide stimulus in the event of a recession²⁰.

Personnel costs, which includes salaries and wages; employer pension contributions; health, dental and disability benefits; and other employer contributions such as employment insurance, workers compensation, pay-in-lieu of leave, bonuses, and severance pay for the federal public service, RCMP and Canadian Forces, of \$60.3 billion dollars in 2017-18 were the single largest component of direct program expenses, representing 41% of these costs²¹. Personnel costs have increased by \$11.7 billion since 2014-15. To put this amount in better context, \$11.7 billion dollars would cover almost 62% of the entire cost of the Employment Insurance program for all of Canada for 2018-19²².

¹⁹ Annual Financial Report of the Government of Canada Fiscal Year 2018–2019, Finance Canada.

²⁰ TD bank, What to Expect from Central Banks in the Next Global Downturn, October 2019.

²¹ Public accounts of Canada 2018, Volume 1.

²² Employment insurance costs taken from Table 3 of the Annual Financial Report of the Government of Canada for 2018-19

A portion of the increase in personnel costs is attributable to higher “legacy” costs for the Government’s generous pensions and benefits promises due to low and falling interest rates. From the employer’s perspective, employees’ total compensation costs have increased significantly beyond just what has been provided in wage increases.

The Government must manage total compensation costs prudently on behalf of taxpayers, and increasing costs from pensions and benefits need to be considered, as part of wage negotiations, to help mitigate the overall total compensation increase. Higher wages and salaries directly increase other compensation costs that are linked to salaries such as pensions, adding an additional 17% to the wage and salary costs for the public service. While pensions and benefits are not bargained directly at the EB table, they provide a significant additional monetary benefit in today’s labour market.

In that context and given that compensation accounts for such a sizeable share of the government’s expenses, responsible fiscal management requires that the costs of wage settlements afford the Government of Canada the fiscal room necessary to react when the economy falters and to spur economic growth and job creation over the long term. Wage increases above the already-established pattern would reduce the fiscal room to maneuver and may require raising taxes on Canadians or reducing services.

Risks to the Outlook

According to the Bank of Canada²³, the greatest risk to the economic outlook for the Canadian economy is “global trade policies and related uncertainty”. The indecision around the United Kingdom leaving the European Union and other geopolitical risks stemming from Argentina, Chile, Iran and Hong Kong could further darken the economic outlook. Trade disputes, like that of US-China and more recently Canada-China have a dampening effect on trade by depressing commodity prices, disrupting supply chains and slowing economic growth.

The Organisation for Economic Co-operation and Development (OECD), in their recently-issued Interim Economic Outlook in September 2019 stated that “*The global economy has become increasingly fragile and uncertain, with growth slowing and downside risks continuing to mount.*”²⁴ The OECD warned that escalating trade conflicts are hurting confidence and investment, and aggravating risks in financial markets and endangering already weak growth prospects worldwide. In fact, the OECD’s most recent

²³ Bank of Canada Monetary Policy Report, October 2019.

²⁴ OECD, Interim Economic Outlook, September 2019.

projection for the global economy for 2019 and 2020 shows the weakest annual growth rates since the financial crisis, with downside risks continuing to mount.

According to OECD Chief Economist Laurence Boone, “*The uncertainty provoked by the continuing trade tensions has been long-lasting, reducing activity worldwide and jeopardising our economic future.*” To illustrate the impact on Canada of a more pronounced slowdown in economic activity, an increasingly distinct possibility, the Bank of Canada unexpectedly provided an alternative economic scenario²⁵ of the effects on Canada if global GDP growth was only 2.25% lower by 2021 than in their base-case projections. This scenario essentially assumes that if global GDP were to slow a little more than 1% per year for the next two years, what the impact on Canada would be.

This decline in global growth would weaken domestic and foreign demand and cause commodity prices, an important Canadian export category, to decline by 20 to 25%. This would lead to lower employment, lower inflation, lower wage growth and lower household income. Lower household income would also contribute to lower housing prices. As a result, real Canadian GDP would be 4.5% lower than what is currently projected by the end of 2021.

Households in Canada are already especially vulnerable to an economic slow-down because of near-record household debt levels, where Canadians owed roughly \$1.74 in credit market debt for every dollar of household disposable income²⁶. In fact, the household debt service ratio, measured as total obligated payments of principal and interest on credit market debt as a proportion of household disposable income, edged up to a record 14.93% of household disposable income.

Given these risks, a prudent approach to compensation would help contribute to preserve fiscal capacity to respond to an economic slow-down or recession.

2.5 Replication Principle

The Bargaining Agent's economic proposals for the EB group far exceed the pattern established in the federal public service. They are also well in excess of broader public sector trends across Canada

²⁵ 'Scenario with more pronounced global slowdown', October 30, 2019, Bank of Canada Monetary Policy Report.

²⁶ Statistics Canada, The Daily, September 13, 2019. National balance sheet and financial flow accounts, second quarter 2019.

Settlements to Date in the Federal Public Service

To date, 34 collective agreements have been reached in the federal public service. All agreements contain base economic increases of 2.0%, 2.0%, 1.5% and 1.5% over a four year period, plus targeted wage measures of approximately 1% over the term of the agreement.

In addition to any group specific improvements, various government-wide measures were included in the settlements. These improvements included 10 days of paid leave for domestic violence, expanded provisions for caregiving leave, extended parental leave and allowance provisions, as well as an expanded definition of family that allows for more flexible use of paid family related leave provisions.

The Employer proposes to replicate the same or equivalent improvements to members of the EB bargaining unit, which would provide for a fair and reasonable collective agreement. The evidence provided in this brief does not suggest or support that the EB group receive more than the pattern that has been set in the 34 agreements settled during this round of bargaining.

Provincial and Territorial Government Compensation

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

For example, the Government of Ontario has tabled legislation which imposes a 1% maximum on annual compensation increases provided through collective agreements for a 3-year period. The province of Alberta has introduced wage restraint regulations limiting the increases in base salary of executives from April 1st, 2018, to December 31st, 2019. The Alberta Finance Minister has also announced that Alberta will also seek 2% to 5% wage rollbacks in arbitration with the vast majority of public sector employees. Manitoba introduced sustainability legislation which came into effect in March 2017 and limits wage increases at 0% for the first two years, 0.75% for the third year, and 1% in the fourth year. Finally, the Government of Newfoundland and Labrador implemented four years of salary freezes from 2016-17 to 2019-20 and the Government of Nova Scotia legislated 0.75% annual wage increases from 2015-16 until 2018-19.

Covering similar periods, the Government of Canada has negotiated economic wage increases of 1.75% annually plus targeted wage measures of approximately 1% over the term of the agreement, with 34 groups in the federal public service.

Examining wage increases negotiated in other Canadian governments supports that the Employer's wage offer for the EB group, which is aligned to the established pattern, is reasonable and sufficient.

2.6 Total Compensation

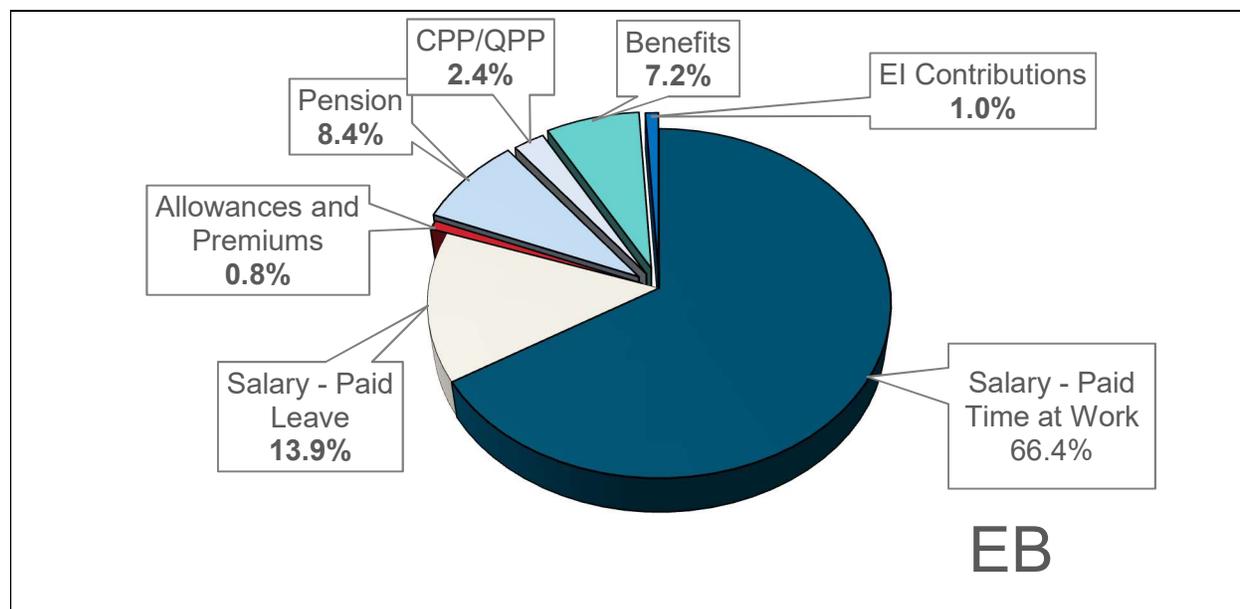
This section demonstrates that, in addition to competitive wages, employees in the EB group enjoy a substantial pensions and benefit package. All terms and conditions of employment, including supplementary benefits, need to be taken into account in evaluating external comparability, even if they are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

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

As seen in Chart 3 below, a detailed breakdown of total compensation of a typical employee shows that:

- Base pay for time at work represented 66.4% of total compensation for employees of the EB bargaining unit;
- Pension and benefits, including life and disability insurance, health and dental plans, represented 15.6% of total compensation; and
- Allowances and premiums accounted for 0.8% of total compensation.

Chart 3: Total Compensation Components – Education and Library Science (EB) group



2.7 Methodology

Salary: Salaries reflect the maximum rate of pay available in 2017-18 to employees, weighted by the number of employees in each level.

Allowances and premiums: Average amount received in 2017-18 by all employees in the group. Amounts include: Bilingualism Bonus, Performance Pay, Additional duties/responsibilities allowances, and Recruitment and Retention allowances.

Pension: Based on employer contributions and an employer-employee cost-sharing ratio of 50:50. Rates are determined by blending the Group 1 and Group 2 2018 pension rates proportionally to the size of each level (or group) population. 2018 estimated RCA contribution rate is applied when relevant.

Benefits: Estimated 2017/18 value based on the average cost per employee (health and dental benefits) or as a share of payroll for the Core Public Administration (long-term disability, death benefits, maternity/paternity supplemental benefits) applied to the respective maximum rate of pay. The amount for Post-Employment Health and Dental benefits represents the present value of the anticipated costs and usages of health and dental benefits of current employees in future years.

Paid leave: Based on the average usage pattern of paid leave within a group (sick leave, family leave, one-time vacation leave) in 2016-17 or on the entitlement by group (statutory holidays, personal and volunteer leave) or by group-level (annual vacation leave) as of March 2018.

CPP/QPP and EI: Based on 2018 contributions rates. EI includes the EI Premium Reduction Rate.

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

As noted below, the Employer is proposing a four year duration to expire on July 1, 2021, while the Bargaining Agent proposes a three year duration to expire on July 1, 2020.

Table 17 below compares the wage proposals from the Employer and the Bargaining Agent.

Table 17: Employer and Bargaining Agent Wage Proposals

	EMPLOYER PROPOSAL	BARGAINING AGENT PROPOSAL
Economic increases	<p><u>On July 1, 2018</u>, increase rates of pay by 2.0%.</p> <p><u>On July 1, 2019</u>, increase rates of pay by 2.0%.</p> <p><u>On July 1, 2020</u>, increase rates of pay by 1.50%.</p> <p><u>On July 1, 2021</u>, increase rates of pay by 1.50%.</p>	<p><u>On July 1, 2018</u>, increase rates of pay by 3.50%.</p> <p><u>On July 1, 2019</u>, increase rates of pay by 3.50%.</p> <p><u>On July 1, 2020</u>, increase rates of pay by 3.50%.</p>
Wage adjustment or restructures	<p>Aligned with the established pattern, the Employer is prepared to consider additional monetary measures totalling 1% of the EB wage base.</p>	<p>Additional Wage Adjustments effective July 1, 2018:</p> <p><u>ED-EST (10-month) INAC</u></p> <ul style="list-style-type: none"> • All Ontario 10 month rates shall receive a market increase of 10%. • All Alberta 10 month rates shall receive a market increase of 20%. <p><u>ED-EST Vice-Principal and Principal</u></p> <ul style="list-style-type: none"> • Deletion of Level 1 rates for both VP and Principals. • Deletion of pay note language around qualifications. • Level 2 wage grid will form new VP and Principal wage grid. • Ontario wage grid will receive market increase of 10%. • Alberta wage grid will receive market increase of 20%. <p><u>EU</u></p> <ul style="list-style-type: none"> • Same provincial market adjustment as 10 month teachers (if not in Ontario or Alberta, adjustment is 10%). <p><u>ED-EST (12-month)</u></p> <ul style="list-style-type: none"> • Restructure – move all too new proposed 12 month teacher pay grid.

		<u>ED-LAT</u> <ul style="list-style-type: none"> • Increase of 10% added to all rates in grid.
		<u>ED-EDS</u> <ul style="list-style-type: none"> • Increase of 10% added to all rates in grid.
		<u>LS Restructure</u> <ul style="list-style-type: none"> • LS-01 – drop bottom step, add 1 step to top (2.8% step). • LS-02 – drop bottom step, add 2 steps to top (3.2% step). • LS-03 – drop bottom step, add 2 steps to top (3.2% step). • LS-04 – drop bottom 2 steps, add 2 steps to top (3.4% step). • LS-05 – drop bottom steps, add 1 step to top (3.4% step). • Add market adjustment of 12% to all rates of pay.
		<u>12-Month Teachers</u> <ul style="list-style-type: none"> • New National Rate of Pay
<u>TOTAL</u>	<u>\$8,110,750</u> <u>8.37%</u>	<u>\$27,472,174</u> <u>28.35%</u>

The Bargaining Agent wage proposals are significant. The PSAC proposes a cumulative wage increase of 23.05% over three years. In contrast, the pattern established in the federal public service is 8.37% over a 4 year period.

The Employer submits that the Bargaining Agent's proposals are not supported by any rigorous analysis, as demonstrated in detail at Part II. They are also out of touch with the established pattern with other CPA and separate agencies groups in the current round of negotiations.

In turn, the Employer's offer is sufficient, reasonable, and aligned with the aforementioned pattern. The Employer proposes that its economic offer be recommended by the Commission. The Employer's wage proposals before this PIC is in keeping with the analysis included in this document, and is consistent with the overall proposals made to Bargaining Agents in negotiations.

PART IV – Employer's Submission On Other Outstanding Issues

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

As agreed by the parties on November 25, 2019, the Employer's recommendations for outstanding proposals that are common for all PSAC groups will be dealt with during the PA group PIC proceeding, scheduled for December 4 to 7, 2019.

1. Article 2 – Interpretation and Definitions
2. Article 20 – Vacation Leave with Pay
3. Paragraph 22.09(a) – Leave Without Pay for the Care of Family
4. Clause 22.12 – Leave With Pay for Family-Related Responsibilities
5. Clause 22.14 – Injury-On-Duty Leave
6. Article 23 – Education Leave Without Pay and Career Development Leave
7. Article 27 – Travelling Time
8. Article 31 – Statement of Duties
9. Article 33 – Employee Performance Review and Employee Files
10. Article 43 – Hours of Work for the LS sub-group
11. Article 45 – Work Year and Hours of Work for the ED-LAT Sub-Group
12. Article 46 – Pedagogical Break
13. Article 48 – Overtime
14. Article 49 – Allowances
15. Article 60 – Leave for ED-EST and EU Employees Who Work a Ten (10) Month Work Year
16. Article 63 – Duration
17. New Article – Indemnification of Employees
18. New Article – Alternate Work Arrangements
19. Appendix N – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect to ED-EST 12 Months

Article 2 – Interpretation and Definitions

Union Proposal

2.01 For the purpose of this Agreement:

“family” (famille) except where otherwise specified in this agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, stepsister, spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, **sister-in-law, brother-in-law**, the employee’s grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides,

Remarks

The Bargaining Agent is proposing to expand the application of the definition of family to include brother-in-law and sister-in-law.

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

The Employer maintains that the current definition in the EB collective agreement that applies to the family-related responsibilities entitlements is comparable with what is found in most collective agreement within the CPA.

The Employer has recently negotiated 17 new agreements, including five PIPSC agreements, and none of these agreements include the proposed expansion to the definition of family. These groups represent close to 30% of the represented employees in the CPA.

The Employer therefore proposes that the language be renewed as currently written.

Article 20 – Vacation Leave with Pay**Union Proposal****Scheduling of vacation leave with pay**

Clause ED-20.05 applies only to the ED sub-group:

ED 20.05 Granting of vacation leave with pay

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

- a. to grant the employee his or her vacation leave during the fiscal year in which it is earned and in a manner acceptable to the employee, if so requested by the employee prior to March 31, for periods of leave which extend between May 1 and October 31 and if so requested by the employee prior to October 1, for periods of leave which extend between November 1 and April 30;
- b. to grant an employee vacation leave when specified by the employee if:
 - i. the period of vacation leave requested is less than a week
and
 - ii. the employee gives the Employer at least two (2) days' advance notice for each day of vacation leave requested.
- c. The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in (b).
- d. The Employer shall respond to vacation leave requests provided under 20.05 a. by April 20 (for the period between May 1 and October 31) and by October 20 (for the period between November 1 and April 30).**

Clause LS/EU-20.05 applies to the LS sub-group and EU sub-group only:

LS/EU 20.05

- a. Employees are expected to take all of their vacation leave during the vacation year in which it is earned.
- b. ~~In order to maintain operational requirements, the Employer reserves the right to schedule employee's vacation leave but~~ **The Employer** shall make every reasonable effort to provide an employee's vacation in an amount and at such time as the employee may request, **subject to operational requirements**.

20.08

- a. The leave entitlement for the current vacation year shall be used first.
- b. Where in any vacation year an employee has not ~~used~~ **been granted** all of the annual leave credited to him or her, the unused portion of annual leave shall be

carried over into the following year, except that the unused portion of annual leave in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically converted into a payment, by multiplying the number of days to which the excess leave credits correspond by the daily rate of pay applicable to the classification prescribed in the employee's certificate of employment of his or her substantive position in effect on the last day of the preceding fiscal year.

Employer Proposal

20.04 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed six (6) months of continuous **service employment** may receive an advance of credits equivalent to the anticipated credits for the vacation year.

Remarks

20.05 – Scheduling

The Bargaining Agent is proposing new language to establish dates for the Employer to respond to vacation request. However, there is no indication that there has been or is a problem with employees being granted their vacation upon request. The Employer is of the view that the current system for responding to vacation requests is working and that the proposed language would create an unnecessary administrative burden.

The Bargaining Agent is also proposing to delete language at 20.05 that recognizes the Employer's right to organize its business and to determine through operational requirements if vacation can be granted as requested. Otherwise, like all other agreements, the Employer can schedule an employee's vacation in order to meet its operational demands.

For the reasons mentioned above, the Employer does not support the Bargaining Agent's proposals.

20.04 – Continuous "service" vs. "employment"

At clause 20.04, the Employer is proposing to replace *continuous employment* with *continuous service*.

Continuous employment is defined as follows, per the Directive on terms and conditions of employment: one or more periods of service in the public service, as defined in the *Public Service Superannuation Act*, with allowable breaks only as provided for in the terms and conditions of employment applicable to the person.

Per the same Directive, continuous service is defined as an unbroken period of employment in the public service, as defined in the *Public Service Superannuation Act*,

in the context of determining the rate of pay on appointment. Continuous service is broken when employment ceases between two periods of public service employment for at least one compensation day.

The effect of the Employer's proposal would be limited. It only applies to the determination of the moment at which employees begin to be entitled to an advance of their annual vacation leave credits. It does not alter vacation leave credit accumulation entitlements. As continuous employment includes breaks in employment and continuous service does not, the proposal would allow departments to not having to look at whether a newly hired employee was employed with another department (most likely on a term basis), with a break in service more than one day, before taking up employment with them when day determine the date at which annual leave credits can be advanced (6 months after hiring). This would simplify the process.

Paragraph 22.09(a) – Leave Without Pay for the Care of Family

Union Proposal	
22.09 Leave without pay for the care of family	
a.	For the purpose of this clause, “family” is defined per Article 2 and in addition:
i.	a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
ii.	Any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.
Employer Movement	
22.09 Leave without pay for the care of family	
a.	For the purpose of this clause, “family” is defined per Article 2 and in addition:
i.	a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
ii.	Any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.

Remarks

The Employer does not object to the new language proposed by the Bargaining Agent at 22.09(a), as it now forms part of the pattern established with other Bargaining Agents. The Employer could accept this as part of an overall negotiated settlement.

Clause 22.12 – Leave With Pay for Family-Related Responsibilities**Union Proposal**

- a. The total leave with pay which may be granted under this article shall not exceed ~~thirty-seven decimal five (37.5) hours~~ **seventy-five (75) hours** in a fiscal year.
- b. Subject to paragraph (b), the Employer shall grant the employee leave with pay under the following circumstances:
- i. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
 - ii. to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;
 - iii. to provide for the immediate and temporary care of an elderly member of the employee's family;
 - iv. for needs directly related to the birth or the adoption of the employee's child;
 - v. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
 - vi. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
 - vii. ~~seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 22.12 (b) 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.~~
 - viii. **To visit a terminally ill family member.**
- c. Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 43.03(b) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

Remarks**Increasing the quantum of leave**

The Bargaining Agent is requesting to double the quantum of family related leave, from thirty-seven decimal five (37.5) hours to seventy-five (75) hours.

This request is significantly beyond what has been granted to other groups in the CPA, as all collective agreements provide a maximum of thirty-seven decimal five (37.5) hours for this purpose.

The Employer submits that the Bargaining Agent's proposal to increase the quantum is costly – close to \$342K per year ongoing for the EB group only, or 0.35% of the EB wage base and the Employer is opposed to such an increase. This puts pressure on the parameters of what the departments' budgets will allow and would impact the limits of their economic capabilities.

The Bargaining Agent is also proposing to eliminate the cap on the leave to attend appointments with a legal, paralegal or with a financial or other professional representative. The Employer maintains that this cap should remain. The Bargaining Agent's proposal to add new language at 22.12(b)(vii), is already adequately addressed under 22.12(b)(ii), and (iii). The leave under 22.12 is for family-related reasons.

Expanding the circumstances for which leave can be granted

The Bargaining Agent is proposing at 44.03(c) that the leave should be granted to provide care of any member of the employee's family as opposed to just "elderly" members. The Employer submits that such a change would unreasonably broaden the scope of the article, remove the purpose and meaning of paragraph 44.03(c).

The Bargaining Agent is proposing to add "*to visit a terminally ill family member*" to the list of circumstances for which the leave shall be granted. The Employer submits that there is no justification why the provisions for this article should be expanded. The leave entitlements currently provided for in the collective agreement could find application for this specific circumstance. The Bargaining Agent's proposal is not found in any CPA collective agreement.

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

Clause 22.14 – Injury-On-Duty Leave**Union Proposal**

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

- (a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,
- or
- (b) an industrial illness, **vicarious trauma, or any other illness, injury** or a disease arising out of and in the course of the employee's employment,

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

Remarks

Under the Bargaining Agent's proposal, the employee would remain on leave with full pay, paid by the Employer, until such time as it is determined he/she can return to work. This period could extend past 130 days, which is the standard the Employer follows by its own Policy. It also means that the employee's other benefits would continue to accumulate during this time, such as vacation leave.

It is the Employer's position that there is no need or justification to delete the language and provide ongoing full pay for work-related injury, illness or disease. The current practice and the existing policy clearly provide a benefit that goes beyond that of other public and private sector Employers. The current language is identical to what is included in all collective agreements in the CPA and it is consistent with the Employer's guidelines.

The Employer has an internal structure through the *Government Employees Compensation Act* (GECA – labour programs), which is managed by provincial Workers' Compensation Boards where each province is capable of accommodating the employee.

Further, the Employer considers that the Bargaining Agent's proposal is not one that is subject to collective bargaining as established by s.113 of the FPSLRA.

Collective agreement not to require legislative implementation

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

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

The Employer submits that clause 22.14 is a leave provision and GECA does not deal with leave. It only deals with compensation. Under GECA, the workers' compensation authority does not certify the leave. Leave could be included in GECA, however it would require an alteration of that Act and therefore the Bargaining Agent's proposal is contrary to both s. 177(1)(a) and (b) of the FPSLRA;

Report not to require legislative implementation

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

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

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

The Bargaining Agent has also proposed to add new language to include further grounds for compensation, including vicarious trauma. This is contrary to s. 177(1)(a)(b) since it would require the amendment of GECA to add/include these additional grounds for compensation in that Act.

Therefore, the Employer recommends not including these demands in the collective agreement. The Commission should recommend the renewal of the current language.

Article 23 – Education Leave Without Pay and Career Development Leave**Union Proposal****Clause 23.01 to 23.12 inclusively apply only to the employees in the Education (ED) Group and Educational Support (EU) Group**

23.04 Education leave shall be granted to the maximum possible number of employees who make application for such leave, but in any case shall be not less than one per cent (1%) of the total number of person-years in the respective sub-group as determined on April 1 of each year.

The criteria for selection proposed by the Employer, as well as the method of communication, are submitted to the appropriate Alliance representative for consultation purposes, as provided for in Article 35. Subsequent to such consultation, the Employer chooses the selection of criteria and method of communication, which will be used and provides a copy of these to the appropriate Alliance representative.

All applications for education leave will be reviewed by the Employer, and a list of the applications received, indicating the names of the applicants to whom the Employer grants the leave, shall be provided to the appropriate Alliance representative. The employee will then be advised in writing on or before May 1 whether his or her application has been accepted or rejected.

23.10

- a. Professional development refers to an activity which in the opinion of the Employer, is likely to be of assistance to the individual in furthering his or her professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:
 - i. a course given by the Employer;
 - ii. a course, including correspondence and online courses, offered by a recognized academic institution;
 - iii. a research program carried out in a recognized institution;
 - iv. a symposium, seminar, conference, convention or study session in a specialized field directly related to the employee's work.
- b. The Employer shall communicate to employees the process for accessing the learning opportunities identified in paragraph 23.10(a).
- c. Where an employee has submitted an application for professional development leave in one of the activities described in paragraph 23.10(a) above and has been selected by the Employer, the employee shall continue to receive his or her normal salary plus any allowances that apply, in addition to any increments to which the employee may be entitled. The employee shall receive no pay under Articles 27 and 48 during time spent on professional development leave provided for in this clause.

- d. Employees taking professional development training shall be reimbursed for all reasonable **expenses related to travel and attendance at the events.** ~~and other expenses incurred by them which the Employer may deem appropriate.~~
- e. Once the Employer has selected an employee for professional development leave, according to subparagraphs 23.10(a)(ii), (iii), (iv) above, the Employer shall consult with the employee to determine the institution where the work or study program concerned will be undertaken and the duration of the program.
- f. **The Employer agrees that professional development days shall be used primarily for academic initiatives rather than departmental initiatives, and agrees to use no more than one (1) professional development day per year for departmental training purposes.**

23.11 Examination leave

Leave of absence with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave of absence will be granted only when the course of study is directly related to the employee's duties or will improve his or her professional qualifications.

Clauses 23.13 to 23.16 inclusively apply only to the employees of the Library Science (LS) Group.

23.13 Education leave

- a. An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable the employee to fill his or her present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

23.14 Attendance at conferences and conventions

- a. In order that each employee shall have the opportunity for an exchange of knowledge and experience with his or her professional colleagues, the employee shall have the right to apply to attend a reasonable number of conferences or conventions, **in Canada or within North America** related to his or her field of specialization. The Employer ~~may~~ **shall** grant leave with pay and reasonable expenses, including registration fees, to attend such gatherings, subject to budgetary and operational constraints as determined by the Employer.
- b. An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, on travel status.
- c. An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his or her field of employment, ~~may~~ **shall** be granted leave with pay for this purpose and **shall** ~~may~~, in addition, be reimbursed for his or her payment of registration fees and reasonable travel expenses.

- d. An employee shall not be entitled to any compensation under Articles 27 and 48 in respect of hours he or she is in attendance at or travelling to or from a conference or convention, under the provisions of this clause, except as ~~may be~~ provided in paragraph 23.16~~(b)~~.

23.15 Professional development

- e. An employee on professional development, under this clause, ~~may~~ **shall** be reimbursed for reasonable **expenses related to travel and attendance at the events.** ~~expenses and such other additional expenses as the Employer deems appropriate.~~

23.16 Examination leave

Leave of absence with pay to write examinations may be granted by the Employer to an employee who is not on educational leave. Such leave will be granted only when, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications.

Employer Proposal

23.05 An employee on education leave ~~may~~ **shall** receive allowances in lieu of salary equivalent to ~~from fifty per cent (50%)~~ **up** to one hundred per cent (100%) of basic salary.

Remarks

The Bargaining Agent's proposal at 23.10(d) is already captured in the Travel Directive, which states that employees required to travel on government business, including for training, development and events approved by the Employer, are to be provided reimbursement of reasonable expenses necessarily incurred while travelling, and to ensure employees are not out of pocket.

The Bargaining Agent's proposal at 23.10(f) would limit the Employer's ability to include necessary training initiatives intended to enhance an employee's work-related skills and knowledge as part of "professional development days".

The Bargaining Agent's proposal at 23.14(a) to include the language "in Canada or within North America" is already covered under the Travel Directive, which includes travel outside North America. There is no need to address this in the collective agreement. Moreover, the proposal to insert the imperative "**shall**" limits the Employer's discretion to deny the leave if there are constraints that do not allow for the travel and/or leave.

The Bargaining Agent's proposals could lead to two different instruments on the same topic. This could be problematic, particularly if the Travel Directive changes during cyclical review; this would lead to two different applications of a similar situation – treated differently under two separate applications.

The Bargaining Agent's proposal at 23.15 limits the Employer's discretion to deny the leave if there are budgetary and/or operational constraints that do not allow for the travel and/or leave.

The Employer's proposal at 23.05 would increase management's discretion in determining whether or not to provide an allowance to employees who are granted education leave. This would also eliminate the minimum allowance that is to be provided. The proposal would allow management to grant education leave to a larger number of employees, while respecting fixed budgets for this purpose. The Employer's proposal replicates the entitlements included in a number of other collective agreements in the CPA that indicate that employees who are granted education leave "**may** receive an allowance in lieu of salary of **up to one hundred per cent (100%)** of his annual rate".

The Employer recommends that the Bargaining Agent proposals not be included in the PIC report, but that the Employer proposal be included.

Article 27 – Travelling Time**Union Proposal**

27.02 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 clause 27.03 and 27.04. Travelling time shall include time necessarily spent at each stopover en route provided such stop-over is not longer than three (3) hours **does not include an overnight stay.**

27.04 ~~If an employee is required to travel as set forth in clauses 27.02 and 27.03:~~ **When in the performance of his or her duties, an employee is required by the Employer to travel, time necessarily spent in such travel shall be considered as time worked and compensated for as follows:**

- ~~a. on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.~~
- b. **a.** on a normal working day on which the employee travels and works, the employee shall be paid:
 - i. his or her regular pay for the day for a combined period of travel and work ~~not exceeding his or her regular scheduled working hours;~~ and
 - ii. at the applicable overtime rate for additional travel **and/or work** time in excess of his or her regular scheduled hours of work ~~and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate of pay;~~
- c. 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 twelve (12) hours' pay at the straight-time rate of pay.~~

Remarks

The Bargaining Agent's proposal to delete the reference in 27.04 to 27.02 and 27.03 essentially removes the requirement and distinction of travel outside of headquarters. As a result, an employee traveling between work locations for meetings within their own headquarters would be subject to this travel clause. The Employer's position is that this was never the intent of the clause.

There is no justification for the Bargaining Agent's proposal to eliminate the distinction between compensation on a normal day of work for travel and compensation on a normal day when an employee travels and works, or simply works. The Employer insists this distinction must remain; compensation for a day of travel should not be improved where the employee is not performing any of their regular and/or normal duties.

Further, these maximums are already above the maximum allowed travel time in the Travel Directive. At section 3.4.10 of the Travel Directive, itineraries shall be arranged to provide for an overnight stop after travel time of at least 9 consecutive hours. This is also consistent with the language at 27.02 that allows for no more than a 3 hour stop over – since the combined time should not exceed 9 hours and the employee would be expected to take shelter (stay overnight). There is no need to change this language.

The Employer proposes the Board recommend to renew the current language.

Article 31 – Statement of Duties

Union Proposal	
31.01	At the time or hiring and at any time Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level, and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization, supervisory and reporting relationships, and classification levels of respective positions. Each aforementioned document shall require supervisor's or employee's signatures and receipt date and shall contain a paragraph explaining employees' right to grieve the content within prescribed timelines. The Employer shall conduct a review of, and make any necessary updates to, an employee's Statement of Duties every five (5) years.
Employer Proposal	
31.01	Upon written request, an employee shall be provided with a complete and current an official statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.

Remarks

The current language in the collective agreement is intended to give employees the opportunity to request further versions of their job description/statement of duties as they progress through their career.

The Treasury Board Directive on Classification ensures that job descriptions “*reflect the work assigned and performed by employees within the organizational structure, that they are updated when the work changes significantly, that they have reasonable and evidence based effective dates, and that job descriptions and organizational charts are approved and dated prior to the job evaluation.*” (Section 6.2 of the Directive)

Moreover, there is no need for the proposed language on supervisory and reporting relationships, and classification levels of respective positions. The Directive on Classification requires departments to review job descriptions within a reasonable time frame (five (5) year cycles) and as soon as possible when significant changes in the work occur or when new work is assigned, and must include the following information:

- position number and title;
- authorized sub-group and level (i.e., classification);
- National Occupational Classification code;

- effective date;
- organization;
- branch/division;
- location;
- job/standardized job description number;
- language, security and communication requirements;
- supervisor's position number, group and level, and
- Managers are required to sign and date a job descriptions prior to submission for any job evaluation.

There have been numerous grievances over the years regarding nominal changes to employees' duties and responsibilities, and in almost all of those cases the grievances have either been denied or dismissed. Adjudicators have found in these cases that job descriptions:

- a) must contain enough information to accurately reflect what the employee does;
- b) must not omit a reference to a particular duty or responsibility that the employee is otherwise required to perform;
- c) is acceptable with broad and generic descriptions as long as the fundamental requirements are satisfied; and
- d) need not contain a detailed listing of all activities performed under a specific duty or how the activities are performed.

The Employer's proposed language more closely aligned with the statements listed above.

The Employer proposes that the Commission recommend the renewal of the current language, but with the Employer's proposed changes under clause 31.01.

Article 33 – Employee Performance Review and Employee Files**Union Proposal**

33.03 Upon written request of an employee, ~~the~~ **all elements of the** personnel file(s) of that employee shall be made available **for the employee** ~~once per year~~ for his or her examination in the presence of an authorized representative of the Employer. **The Employer agrees to ensure the privacy and confidentiality of the employee's personnel file.**

Remarks

The Bargaining Agent is proposing amended language at 33.03. The Employer submits that these changes are unnecessary.

Upon request, an employee receives all documents placed on their file, and it is redundant language to repeat "for the employee".

The Employer is already bound by the *Privacy Act* and the Treasury Board Policy and Directive on Privacy Protection/Practices, which outline requirements for the protection and access to personal information held by a government institutions. In particular, these instruments allow government institutions to ensure effective protection and management of personal information, including the collection, retention, use, disclosure and disposal of personal information.

The Employer recommends not including these demands in the collective agreement. The Commission should recommend the renewal of the current language.

Article 43 – Hours of Work for the LS sub-group**Employer Proposal**

43.05 When an employee who is subject to clause 43.04 is required to change his or her scheduled shift without receiving at least ~~five (5) working days'~~ **forty-eight (48) hours'** notice in advance of the starting time of such change in his or her scheduled shift, the employee shall be paid at the rate of time and one-half (1 1/2) for all hours worked outside of those which the employee is scheduled to work.

Remarks

The Employer is proposing to amend the notification period for a shift change at 43.05. The current five (5) days' advance notice is operationally too long and it denies management's flexibility to manage its staff.

The proposed shorter notice period has an added benefit for employees, as it will provide greater flexibility to accommodate short notice requests, such as leave requests.

The Employer requests that the Commission recommend this change in its report.

Article 45 – Work Year and Hours of Work for the ED-LAT Sub-Group

Union Proposal	
New	
45.12 Notwithstanding 45.11, employees shall be authorized to conduct their preparation time away from the Employer's premises.	
Employer Proposal	
45.08	Except for employees whose hours of work are scheduled pursuant to clause 45.03, employees who are required to change their scheduled hours of work without receiving at least five (5) days' forty-eight (48) hours' notice in advance of the starting time of such change shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 1/2). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.
45.10	a. Hours of teaching must be in accordance with the November 30, 1989, Award of the Special Arbitration Panel chaired by M. Teplitsky. _____ b. Notwithstanding the Employer's right to decide on course content and methods of delivery, hours of teaching shall include time spent in remote and/or direct contact with student(s). Remote contact includes but is not limited to the use of the Internet, telephone or other electronic means of communication.

Remarks**45.08 – Shift Change**

The Employer is proposing to amend the notification period for a shift change at 45.08. The current 5 days' advance notice is operationally too long and it denies management's flexibility to manage its staff.

The proposed shorter notice period has an added benefit for employees, as it will provide greater flexibility to accommodate short notice requests, such as leave requests.

45.10 – Teplitsky

The Employer's proposal to delete 45.10 a. is based on the November 1989 award of the Special Arbitration Panel chaired by Mr. Martin Teplitsky dealing with the number of hours of teaching in class that can be required by the Employer.

In his decision, Mr. Teplitsky stated: "The issue specifically referred to the panel is the question of the number of contact teaching hours which can be required." Accordingly, Mr. Teplitsky issued a special arbitral award that included the following:

- *The hours of teaching consists of 5 periods of 54 minutes per day and breaks of 30 minutes duration per 5 hour period; this totals 4.5 hours (270 minutes) per day, and total of 22.5 hours per week.*
- *The Employer can schedule 30 hours of teaching per week for each teacher, provided that over a 4-week period, there is a maximum of 100 hours scheduled.*
- *If there are 3 consecutive weeks of 30 hours during a 8-week period, the 4th week should not include teaching in the schedule.*
- *The minimum hours of teaching is fixed at 20 hours, notwithstanding the number of hours per week included in the Employer's schedule.*

In the decision, Mr. Teplitsky also stated: "In my view, a teacher as a professional does not only work a 37 ½ hour week and equally should not be unnecessarily confined to his place of work for 37 ½ hours each week."

There are pending grievances on the interpretation of article 45.10, which refers to the Teplitsky decision, and these have been referred to adjudication. However, as of today, no date has been set by the FPSLREB.

The Chair's statement that a teacher, "should not be unnecessarily confined to his place of work..." has been the basis for numerous issues between the Employer and employees – instances where employees voluntarily chose to leave the work place without notifying the Employer because they feel that based on the decision they are not bound to be on premises for anytime other than the "5 classes of 54 minutes".

The Employer maintains, that although the hours outlined in the award are not an issue, the statement by Mr. Teplitsky was not intended as a "carte-blanche" permission to leave the work place once the hours have been satisfied.

The Employer proposes that the reference in 45.10 a) is too ambiguous. Departments recognize that there are generally no issues with allowing preparation time to be done off the Employer's premises, but management should have the right to manage the situation and employees should ask and/or inform management.

45.12 – Preparation time

The Bargaining Agent's proposal for new language at 45.12 would negate the current 45.11, which already provides employees the ability to perform certain tasks away from the Employer's premise, as long as authorized by the Employer:

45.11 The Employer may authorize that certain tasks be performed away from the Employer's premises.

The Employer proposes that the Commission recommend the renewal of the current language, but with the Employer's proposed changes under clauses 45.08 and 45.10.

Article 46 – Pedagogical Break

Union Proposal
46.06 Employees shall be granted a summer pedagogical break with pay which will include all calendar days between July 1 and July 9 inclusively. During this time, employees are entitled to one (1) designated paid holiday as provided for under clause 21.01 of this agreement.
Employer Proposal
This article applies to employees in the Elementary and Secondary Teaching (ED-EST) sub-group who work for a period of twelve (12) months, to employees in the Language Teaching ED-LAT sub-group, to employees in the Language Instructor and Physical Education sub-groups of the Educational Support (EU) group, and to employees in the Education Services ED-EDS sub-group employed at the Department of National Defence Canada who regularly teach.

Remarks

Currently, the pedagogical break is intended to bridge the time over the Christmas and New Year holiday season/break, because the teaching and/or instruction activities are suspended during this holiday period. In some cases, facilities may even be closed.

These suspensions and closures are not within the control of the employee, so the Employer extends the additional leave to include all calendar days between December 25 and January 2 (inclusively), including designated paid holidays.

The teaching and/or instruction facilities for the employees in the groups/sub-groups under Article 46 are not suspended for any other periods during the year that would warrant the addition of another pedagogical break.

The Electronics (EL) group (Sydney Coast Guard College and at the Naval Electronics Schools) and the University Teachers (UT) group (Kingston Military Academy) also have the pedagogical break to bridge the time over the Christmas and New Year holiday season/break, because those teaching and/or instruction facilities are suspended and/or closed.

The Bargaining Agent is proposing to introduce a new “summer” pedagogical break between July 1 and July 9 of each year.

Even if the Employer created another pedagogical break without closure, it would be cost prohibitive since the employee’s time off is not simply a wage loss equivalent situation. The Employer would also have to pay for replacement teachers/instructors to

cover the period. It would also be contradictive since some teachers / instructors would have to work during the pedagogical period.

For all of these reasons, the Employer is opposed to the new language being proposed by the Bargaining Agent.

The Employer proposes that the Commission recommend the renewal of the current Article, but with the Employer's proposed deletion to the reference to Language Instructor since there are no longer any language instructors.

Article 48 – Overtime**Union Proposal**

~~48.01 This Article applies only to employees whose work year is twelve (12) months.~~

~~48.02 When an employee works overtime authorized by the Employer, the employee shall be compensated on the basis of time and one-half (1 1/2) for all hours worked in excess of seven decimal five (7.5) hours per day.~~

48.01 a. When an employee works overtime authorized by the Employer, the employee shall be compensated on the basis of time and one-half (1 1/2) for all hours worked in excess of seven decimal five (7.5) hours per day. **For greater clarity, this includes all overtime performed over the employee's regularly scheduled hours of work, on the first (1st), second (2nd) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.**

~~LS/EU 48.03 LS and EU sub-groups~~

~~When an employee works overtime authorized by the Employer on his or her normal day of rest, compensation shall be granted on the basis of time and one-half (1 1/2) for all hours worked on the first day of rest, and double (2) time on the second day of rest.~~

~~ED 48.03 ED sub-group~~

- ~~a. When an employee is required by the Employer to work overtime on a normal day of rest, compensation shall be granted on the basis of time and one-half (1 1/2) for all hours worked.~~
- ~~b. An employee who is required to work on a second day of rest is entitled to compensation at double (2) time provided that the employee also worked on the first day of rest. Second day of rest means the second day in an unbroken series of consecutive and continuous calendar days of rest.~~

48.11 Meals

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following normal hours of work shall be reimbursed expenses for one meal in the amount of ~~nine dollars (\$9.00)~~ **fifteen dollars (\$15.00)**, except where free meals are provided or the employee is on travel status.
- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of ~~nine dollars (\$9.00)~~ **fifteen dollars (\$15.00)** for each additional four (4)-hour period of overtime worked thereafter, ~~except where free meals are provided.~~

Union Proposal
<p>c. When overtime is worked in accordance with paragraphs 48.11(a) and (b) above, reasonable time to be determined by the Employer shall be allowed to the employee in order to take a meal break either at or adjacent to the employee's place of work, and such time shall be paid at the overtime rate where applicable.</p> <p>d. Paragraphs 48.11(a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.</p>
Employer Proposal
<p>48.11 Meals</p> <p>(New) e. Meal allowances under this clause shall not apply to an employee who has approval to work overtime from a location other than his or her designated workplace.</p>

Remarks**48.01 – Overtime**

The Bargaining Agent is proposing to delete the language that restricts the overtime clause to the 12 month teachers. This would in effect extend overtime to 10 month teachers, which is not a current entitlement.

The Employer's position is that 10-month teachers are not and should not be entitled to overtime, and 12-month teachers should remain entitled to overtime.

The 10 month teachers typically work 5.5 to 6 hours per day. On average, these employees work approximately 1,050 hours per year since in the 10 month period of work there is an average of 180 to 185 days. When dividing the 10 month teachers' annual rate of pay by the number of hours worked, the 10 month teachers are compensated extremely well.

The calculation of instruction time for the 10-month teachers is consistent with provincial standards. Under provincial teaching acts, teachers are deemed to be professionals and as such are exempt from certain terms and conditions of employment, including overtime.

In comparison, the 12-month teachers typically work 7.5 hours per day and 37.5 hours per week, for an average of 1,956 hours per year. The hours are almost twice as much as for 10-month teachers. The rate of pay for these 12 month teachers is proportionate to their hours worked, so it makes sense that they have an overtime scheme.

The Employer is opposed to the Bargaining Agent's proposed change and recommends that Commission not include this change in its report.

The Bargaining Agent's proposed new language at 48.01 a) is confusing and appears to result in an unintended consequence; it does not include/recognize that there is an additional premium for the 2nd day of rest. The Employer is opposed to new language that would reduce the current benefit for the LS/EU and ED sub-groups and asks that the Commission not include this change in its report.

48.11 – Meal Allowance

The current meal allowance for the EB group is \$9.00. The increase proposed by the Bargaining Agent constitutes an increase of \$6.00 or approximately 60% over the current meal allowance, over the life of the contract

The Employer respectfully submits that this Board prioritize the improvements sought by the Bargaining Agent and recognize the limited economic capabilities of the Employer when deciding to recommend such items, which will increase the total compensation package of its employees.

The Employer is proposing to limit the overtime meal allowance to approved work / overtime to the employees designated workplace. Employees are provided with meal allowances when they are expected to stay beyond their normal hours of work to perform overtime. This ensures they are not out-of-pocket for the extra expense of having to purchase an additional meal. When an employee is working from home there should not be an expectation of added expense for additional meals when working overtime.

The Employer recommends that the Board maintain the current entitlements under clause 48.11, but include the Employer's proposed change.

Article 49 – Allowances**Union Proposal****49.05 Allowance for teachers of specialist subjects****a. Definition**

Any subject can be considered as a field of specialization as they are variable depending on the Provincial Ministry of Education. The definition of Specialization is the recognition of additional training in teachable subject area within the assigned curriculum.

b. Eligibility

- i. Where a specialist's qualification is recognized by a Provincial Ministry of Education or College of Teachers, that qualification will be considered to meet the clause requirements.
- ii. In other cases, the training courses required for a specialization allowance are post-secondary courses in a subject area within assigned curriculum; namely university accredited courses and/or recognized training courses with the written approval of the Principal (Superintendent or Chief of Education and Training or equivalent). These courses are beyond the basic requirements for teacher certification. An employee who is assigned to counselling duties or teaching duties and who has a total cumulative recognized time of two hundred and seventy (270) hours of additional training in teachable subject area within the assigned curriculum as defined in (a) and (b) is eligible for the allowance.
- iii. **Where a principal certifies that a teacher has a specialization in a traditional First Nation language, and that language is a teachable subject within the assigned curriculum, that teacher shall be eligible for the allowance.**

c. Allowance

An employee who is eligible under (a) and (b) shall receive an allowance in excess of that to which he or she is eligible in view of his or her academic and professional qualifications or experience:

Effective on the date of signing of this agreement: \$1,015 per annum.

~~No employee will be paid more than one allowance for specialization under this clause.~~

d. Grandparent protection

Any employee who on the signing of the Memorandum of Agreement dated June 17, 2003, was receiving a specialist's allowance under clause 49.05 of the Education and Library Science collective agreement expired on June 30, 2003, will be paid the allowance as long as he or she remains in his or her current substantive position.

Union Proposal**e. Limitation**

The same courses will not be applied simultaneously towards salary determination as per the pay grid for Annual Rates of Pay set forth in Appendix A and towards a specialist allowance. If courses already used to determine the employee's eligibility for the specialist allowance are applied for salary determination as per the pay grid for Annual Rates of Pay set forth in Appendix A, the specialist allowance will terminate. On the basis of other additional courses, an employee may reapply for a specialist allowance previously held when it can be determined through a re-evaluation of the total courses accumulated that he or she has met again the requirements in accordance with (a) and (b) for a specialist allowance.

Remarks**49.05(b)(iii) – Eligibility**

The Employer is opposed to the new allowance proposed by the Bargaining Agent at 49.05(b)(iii) for a teacher that has a specialization in a traditional First Nation language.

The National Joint Council (NJC) Bilingualism Bonus directive precludes language allowances. It is the Employer's position that this issue rests with the NJC and any changes to expand the Directive to include other language profiles should be negotiated as part of that directive. The NJC by-laws require that the Bargaining Agent refrain from introducing such proposals into collective bargaining.

49.05(c) – Payment of more than one allowance

The Bargaining Agent has a proposal at 49.05(c) to delete the language that limits the allowance to one specialization only.

Currently, employees are paid for the performance of their assigned duties and responsibilities. In addition, the Employer provides a premium (allowance) in recognition of additional training in teachable subject area within the assigned curriculum, or a specialist's qualification recognized by a Provincial Ministry of Education or College of Teachers. The addition of this premium (allowance) was not intended as a pyramiding scheme (i.e., a premium on top of a premium).

The Employer is opposed to the Bargaining Agent proposal, since it shouldn't have to pay for multiple specializations. The Bargaining Agent's proposal is also cost prohibitive.

Therefore, the Employer recommends that the Commission not include any of these demands in its report.

Article 60 – Leave for ED-EST and EU Employees Who Work a Ten (10) Month Work Year**Employer Proposal**

60.01 The Employer shall, **subject to operational requirements**, grant ED-EST and EU employees who work a ten (10) month work year up to fifteen (15) hours of leave with pay, **to be granted in up to two (2) periods of seven decimal five (7.5) hours each**, within each school year for personal reasons, at a time requested by the employee, provided the employee gives the Employer advance notice prior to the commencement of the leave of at least five (5) working days, unless there is a valid reason, as determined by the Employer, why such notice cannot be given.

Remarks

The Employer's proposal to make the granting of 15 hours of paid leave subject to operational requirements is consistent with other collective CPA agreements all of the CPA agreements, except for the CX and AO agreements, have this language.

The majority of these agreements also place a five (5) day advance notice restriction on such requests, is not being sought by the Employer.

The Employer asks that the Commission include a recommendation to accept the Employer's proposed changes in its report.

Article 63 – Duration

Union Proposal	
63.01	This Agreement shall expire on June 30, 2018 21 .
Employer Proposal	
63.01	This Agreement shall expire on June 30, 2018 21 22 .

Remarks

The parties have different proposals for the term of the revised agreement. The Employer is proposing a 4 year term while the PSAC is advocating for a 3 year agreement.

The Employer proposes a 4 year agreement to allow for greater stability and predictability. This would replicate the duration of the last collective agreement concluded between the parties, which covered the period between June 2014 and June 2018. In 2017, the parties finalized a collective agreement dating back to 2014 and expiring one year later, in June 2018. This did not allow sufficient time for the parties to experience the changes that were negotiated before starting over.

A 4 year agreement would provide the parties with the opportunity to more fully implement changes negotiated in this round. It would also provide a better opportunity to stabilize the pay system before the implementation of the following collective agreement.

The Employer is also of the view that its monetary/economic offer over four years is competitive with the market place and is in keeping with the economic indicators. It also replicates the other agreements concluded in the CPA, and in Separate Agencies.

Every agreement reached with 11 Bargaining Agents for 17 bargaining units in the CPA during the current round provides for a 4-year term. The same goes for Separate Agencies. The Employer believes that it would be appropriate to include the same duration for the EB group. This is the right term for this agreement at this time given the known factors.

The Employer therefore requests that the Commission include the Employer's proposal for a 4-year collective agreement in its report, with the pattern economic increases of 2%, 2%, 1.5% and 1.5%, plus 1% in group-specific economic measures.

New Article – Indemnification of Employees**Union Proposal**

XX.01 If an accusation is made, or an action or proceeding is brought against any Employee covered by this agreement for an alleged act committed by him or her in the performance of his or her duties, then:

- a. The Employee, upon being accused or being served with any action or proceeding against him or her, shall advise the Employer of any such notification;**
- b. The Employer, upon receiving such notification in accordance with paragraph a) above, shall appoint counsel within twenty-four (24) hours. The Employer shall place the counsel in contact with the Employee within twenty-four (24) hours of having been appointed. The Employer accepts full responsibility for the action or proceeding brought against the Employee, and the Employee agrees to co-operate fully with appointed counsel.**

Remarks

The Employer recommends that the Commission not include the Bargaining Agent's proposed changes into the EB agreement in its report, based on the following:

- The Employer has a policy on Legal Assistance and Indemnification;
- The purpose of indemnification is to protect both the Crown (Employer) and the Crown servant (employee). Employees should not expect indemnification unless they were acting "within the scope of their duties or in the course of their employment.";
- The Bargaining Agent is proposing to place all of the liability on the Employer. However, if the employee is acting entirely outside the terms of his or her job, then the Employer should not be indirectly liable and should have no reason to intervene through indemnification;
- Even if the employee is acting within the scope of duty or the course of their employment, they cannot expect indemnification if "acting against the interest of the Employer." It would be illogical and contrary to the very purposes of indemnification for the Employer, in civil matters, to indemnify an employee acting against the public interest.";
- It is important to note that the Department of Justice has the conduct of litigation by or against the Employer under the *Department of Justice Act*. This is an exclusive authority.

For all the reasons above, the Employer recommends that the Commission not include the Bargaining Agent's proposed language on indemnification into the EB agreement.

New Article – Alternate Work Arrangements

Union Proposal

XX.01 The Employer shall not unreasonably deny employee requests to carry out regularly assigned work duties away from the Employer's premises.

Remarks

The Bargaining Agent is seeking to add a new article on Telework.

The Commission should be aware that the Employer has a comprehensive policy on Telework (refer to Annex C), which provides a framework for flexible work arrangements when operationally feasible:

- The objective of the Policy is “to allow employees to work at alternative locations, thereby achieving a better balance between their work and personal lives, while continuing to contribute to the attainment of organizational goals. The Employer recognizes the opportunities that a flexible working arrangement such as the telework option can present, and encourages departments to implement telework arrangements where it is economically and operationally feasible to do so, and in a fair, equitable and transparent manner.”;
- The policy provides that managers shall ensure that: **“the terms and conditions of employment, provisions of relevant collective agreements and the application of existing policies and legislation will continue to apply in telework situations”**;
- In terms of information sharing with the union, the policy states that **“Departments shall encourage employees to consult their Bargaining Agent before undertaking a telework arrangement. Employees shall be encouraged to share the details of the arrangement with their Bargaining Agent.”**

It is the Employer's position that there is no need to incorporate an article dealing with Telework in the collective agreement. The existing policy is clear that the provisions of the collective agreement must be respected in a telework situation.

Consequently it is the Employer's contention that the policy, or parts thereof, should not be included in the collective agreement and recommends the Commission not include this proposal in its report.

Appendix N – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect to ED-EST 12 Months

Union Proposal

Delete Appendix N

Remarks

The Bargaining Agent is proposing to delete Appendix N because the work of the Union and Employer Joint Committee to conduct analysis and research to assess the benchmark and other matters needed to establish a national rate of pay, and propose any wage adjustments for the ED-EST 12-Month Teacher has been completed. The Appendix is deemed redundant by the Bargaining Agent.

The Employer is not opposed to the deletion, but only if the parties agree the work of the Committee is completed and their recommendations stand.

It is important to note that based on the work of the Committee, the Bargaining Agent is proposing to delete the 10-month teacher pay grids from Appendix A, Annex A-1, and pay note 6 from the ED-EST Sub-Group Pay Notes, and then “create new national rates and a pay note for 12-month teachers.”

They are proposing the following:

12 Month Teachers – New National Rates of Pay

On the basis of the work of the parties in the Committee under Appendix N of the collective agreement, the Bargaining Agent proposes a new, national rate of pay for 12-month teachers.

Teaching Experience	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
1	\$48,552	\$53,326	\$58,079	\$65,206	\$68,298	\$72,781
2	\$50,494	\$55,549	\$60,402	\$67,814	\$71,030	\$75,692
3	\$52,513	\$57,678	\$62,818	\$70,526	\$73,872	\$78,720
4	\$54,613	\$59,986	\$65,330	\$73,384	\$76,826	\$81,869
5	\$56,797	\$62,386	\$67,944	\$76,282	\$79,900	\$85,144
6	\$59,069	\$64,882	\$70,662	\$79,333	\$83,095	\$88,549
7	\$61,432	\$67,477	\$73,488	\$82,506	\$86,419	\$92,092
8	\$63,889	\$70,176	\$76,428	\$85,806	\$89,876	\$95,766

9	\$66,445	\$72,983	\$79,486	\$89,238	\$93,472	\$99,607
10	\$69,103	\$75,902	\$82,666	\$92,808	\$97,211	\$103,591
11				\$96,521	\$101,099	\$107,735
12					\$105,143	\$112,044

Notes on constructions steps:

- 1) Examine current 10-month rates from each province;
- 2) Select highest starting provincial rate, and establish as starting rate in new grid;
- 3) Construct grid for each level based on adding 4% steps, beginning with the starting rate;
- 4) Establish years of teaching experience (10 to 12) based on current grids and need to minimize salary protection;
- 5) Increase rates by 20% to make 12 month rate.

Process for moving employees from current grids to new grid to be negotiated.

The Bargaining Agent has no basis for this proposal other than relying on Appendix N of the current collective agreement that obligated the parties to strike a Joint Committee during the last round to conduct analysis and research to assess the benchmark and other matters needed to establish a national rate of pay, and propose any wage adjustments that may result from this assessment.

Nonetheless, nothing in Appendix N obligated the Employer to implement the recommendations. In fact, the parties signed a separate memorandum of understanding (MOU) on their findings and those findings were “non-binding”. They were intended to form the basis for discussion in this round of negotiations for the creation of a national rate of pay/grid for 12-month teachers. Nothing in the MOU was a “given” and it certainly did not make any further recommendations for additional market or wage adjustments, and no recommendations were made for lock-step pay grid restructures, or to include additional steps or increments.

The MOU simply made recommendations, based on the analysis and research, for negotiations this round on what a national (12-month) rates of pay/grid might look like. Again, the MOU does not create an obligation to adopt the pay rates/grid, rather it formed the basis for the parties to sit down and negotiate it – that’s what the parties agreed to in good faith.

The Employer is not opposed to negotiating this issue. However, the Employer wants to ensure that the goal of conciliation is to make recommendations that are as close as possible to what would have been achieved had the parties negotiated new national

rates of pay for the 12-month teachers based on the recommendations of the Joint Committee.

The Employer submits that the Bargaining Agent's proposal significantly exceeds the recommendations of the Joint Committee. The Bargaining Agent's proposal does not reflect what the parties would have bargained. The proposed new pay grid and construct instructions are not reflective of the MOU agreed to by the parties.

Based on the above, the Employer proposes that the Commission recommend that the current 10-month teacher pay grids from Annex A-1, and pay note 6 from the ED-EST Sub-Group Pay Notes be renewed as currently written. However, Employer would agree to negotiate new 12-month teacher rates of pay/grid based on the work of the Joint Committee.

PART V – Education and Library Science (EB) Group Definition

Education and Library Science (EB) Definition

The Education and Library Science Group comprises positions that are primarily involved in the instruction of people of different age groups in school or in out-of-school programs; the application of a comprehensive knowledge of educational techniques to the teaching and counselling of students in schools and to the education, training and counselling of youths and adults in out-of-school programs, to the conduct of research and to the provision of advice related to education; and the application of a comprehensive knowledge of library and information science to the management and provision of library and related information services.

Inclusions

Notwithstanding the generality of the foregoing, for greater certainty, it includes positions that have, as their primary purpose, responsibility for one or more of the following activities:

1. the instruction of students of all ages in the following, where the application of a comprehensive knowledge of educational techniques is not required: cultural matters and academic subjects as part of an elementary or secondary school curriculum; a second language; or an organized program of physical education;
2. the application of a comprehensive knowledge of educational techniques to teach, train or counsel students in schools or in out-of-school programs;
3. the application of a comprehensive knowledge of educational techniques to plan, develop, conduct or evaluate specialized educational programs such as language training, vocational training, adult education, literacy education and health education;
4. the application of a comprehensive knowledge of library and information science to:
 - a. select, acquire, organize, preserve and dispose of library materials;
 - b. catalogue, classify, index and analyze information and library materials;
 - c. provide reference, referral, bibliographic, advisory, information retrieval, and document delivery services, and perform other functions to assist users in accessing library materials; and
 - d. evaluate, develop, select, implement and use manual and automated systems and networks to record, organize, store, search, retrieve and

make accessible information in library or information management operations; and

5. the leadership of any of the above activities.

Exclusions

Positions excluded from the Education and Library Science Group are those whose primary purpose is included in the definition of any other group or those in which the following activity is of primary importance:

1. the planning, development and presentation of courses of study for undergraduates and graduates in universities.

Education (ED) Sub-Group Definition

The Education and Library Science Sub-Group comprises positions that are primarily involved in the application of a comprehensive knowledge of educational techniques to the teaching and counselling of students in schools and to the education, training and counselling of youths and adults in out-of-school programs, to the conduct of research and to the provision of advice related to education.

Inclusions

Notwithstanding the generality of the foregoing, for greater certainty, it includes positions that have, as their primary purpose, responsibility for one or more of the following activities:

2. the application of a comprehensive knowledge of educational techniques to teach, train or counsel students in schools or in out-of-school programs;
3. the application of a comprehensive knowledge of educational techniques to plan, develop, conduct or evaluate specialized educational programs such as language training, vocational training, adult education, literacy education and health education;
5. the leadership of any of the above activities.

Exclusions

Positions excluded from the Education and Library Science Group are those whose primary purpose is included in the definition of any other group or those in which the following activity is of primary importance:

1. the planning, development and presentation of courses of study for undergraduates and graduates in universities.

Education – Education Services (ED-EDS) Sub-Group Definition

The planning, development, direction or evaluation of education programs such as language teaching, vocational training, elementary and secondary teaching, adult education, literacy education and health education; the conduct of educational research; the provision of advice.

Inclusions

Positions included in this sub-group are those in which one or more of the following duties is of primary importance:

- the conduct of education research, such as curriculum or test research and development;
- the evaluation of course or program content and the planning and development of new programs;
- the evaluation of teaching methodology and of teacher performance;
- the direction of an education program, or part of a program;
- the provision of advice on any of the aforementioned duties;
- the supervision or direction of any of these duties.

Exclusions

Positions excluded from this sub-group are those in which one or more of the following duties is of primary importance:

- the teaching of an official or foreign language to members of the Canadian Public Service, or the supervision of these duties by senior teachers or principals;
- the teaching of elementary, secondary or vocational subjects in Indian and northern schools and academic, technical and vocational subjects in other Canadian Government institutions;
- the teaching of classes in literacy and adult education in Indian and northern communities;
- the counselling of Indian students and students in northern communities;
- the supervision or direction of teaching activities by department heads, assistant principals and principals in Indian and northern schools and by their counterparts in other Canadian Government institutions;
- the administration of a district or region within which the administration of the education system is one component.

Education – Elementary and Secondary Teaching (ED-EST) Sub-Group Definition

The teaching and counselling of students in elementary and secondary schools; the teaching and counselling of youths and adults; the supervision of teaching and counselling activities.

Inclusions

Positions included in this sub-group are those in which one or more of the following duties is of primary importance:

- the teaching of elementary, secondary or vocational curricula in Indian and northern schools and academic, technical and vocational subjects in other institutions of the Public Service of Canada;
- the teaching of classes in literacy and adult education in Indian and northern communities;
- the counselling of Indian students and students in northern communities;
- the supervision of any of the above duties as provided by department heads, assistant principals and principals in Indian and northern schools and by their counterparts in other institutions of the Public Service of Canada.

Exclusions

Positions excluded from this sub-group are those in which one or more of the following duties is of primary importance:

- the direction of an education program, or part of a program;
- the planning, development or evaluation of education programs such as elementary and secondary teaching, language teaching, vocational training, adult education, literacy education and health education;
- the conduct of educational research, the development of curricula or tests, or the provision of advice;
- the teaching of an official or a foreign language to members of the Canadian Public Service, or the supervision of these duties by senior teachers or principals.

Education – Language Teaching (ED-LAT) Sub-Group Definition

The teaching, or the supervision of the teaching, of an official or a foreign language to members of the Public Service of Canada and such other persons as may be authorized from time to time.

Inclusions

Positions included in this sub-group are those in which one or more of the following duties is of primary importance:

- the teaching of English, French or a foreign language to members of the Public Service of Canada and such other persons as may be authorized from time to time;
- the provision of guidance and direction to language teachers by a senior teacher;
- the administration by a school principal of a language school of the Public Service of Canada.

Exclusions

Positions excluded from this sub-group are those in which one or more of the following duties is of primary importance:

- the teaching of elementary, secondary or vocational curricula in Indian and northern schools and in other institutions of the Public Service of Canada;
- the teaching of basic or literacy education classes in Indian and northern communities;
- the direction of an education, program, or part of a program;
- the planning, development or evaluation of educational programs;
- the conduct of education research, the development of curricula or tests or the provision of advice;
- the planning, teaching, direction or guidance of education programs for adults other than those carried out in language schools of the Public Service of Canada.

Educational Support (EU) Sub-Group Definition

The Education and Library Science Sub-Group comprises positions that are primarily involved in the instruction of people of different age groups in school or in out-of-school programs.

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 instruction of students of all ages in the following, where the application of a comprehensive knowledge of educational techniques is not required: cultural matters and academic subjects as part of an elementary or secondary school curriculum; a second language; or an organized program of physical education;
5. the leadership of any of the above activities.

Exclusions

Positions excluded from the Education and Library Science Group are those whose primary purpose is included in the definition of any other group.

Educational Support – Language Instructor (EU-LAI) Sub-Group Definition

The primary duties of positions in this sub-group are to instruct youths or adults in a second language.

Educational Support – Physical Education Instructor (EU-PEI) Sub-Group Definition

The primary duties of positions in this sub-group are to conduct a program of physical fitness for youths or adults.

Educational Support – Teachers' Aide (EU-TEA) Sub-Group Definition

The primary duties of positions in this sub-group are to counsel students or to instruct students in a classroom setting on cultural matters and academic subjects, as part of an elementary or secondary curriculum.

Library Science (LS) Sub-Group Definition

The Education and Library Science Sub-Group comprises positions that are primarily involved in the application of a comprehensive knowledge of library and information science to the management and provision of library and related information services.

Inclusions

Notwithstanding the generality of the foregoing, for greater certainty, it includes positions that have, as their primary purpose, responsibility for one or more of the following activities:

4. the application of a comprehensive knowledge of library and information science to:
 - a. select, acquire, organize, preserve and dispose of library materials;
 - b. catalogue, classify, index and analyze information and library materials;
 - c. provide reference, referral, bibliographic, advisory, information retrieval, and document delivery services, and perform other functions to assist users in accessing library materials; and
 - d. evaluate, develop, select, implement and use manual and automated systems and networks to record, organize, store, search, retrieve and make accessible information in library or information management operations; and
5. the leadership of any of the above activities.

Exclusions

Positions excluded from the Education and Library Science Group are those whose primary purpose is included in the definition of any other group.

PART VI – Employer Proposals in French

No.	Collective Agreement Reference	English Title	French Title
3.	Paragraph 22.09(a)	Leave without pay for the care of family	Congé non payé pour s'occuper de la famille
6.	Article 23	Education Leave Without Pay and Career Development Leave	Congé d'études non payé et congé de perfectionnement professionnel
8.	Article 31	Statement of Duties	Exposé des fonctions
10.	Article 43	Hours of Work for the LS sub-group	Durée du travail pour le groupe LS
11.	Article 45	Work Year and Hours of Work for the ED-LAT Sub-Group	Année de travail et durée du travail pour le sous-groupe ED-LAT
12.	Article 46	Pedagogical Break	Arrêt pédagogique
13.	Article 48	Overtime	Heures supplémentaires
15.	Article 60	Leave for ED-EST and EU Employees Who Work a Ten (10) Month Work Year	Congé accordé aux employé-e-s ED-EST et EU dont l'année de travail est répartie sur dix (10) mois
16.	Article 63	Duration	Durée de la convention

Paragraphe 22.09(a) – Congé non payé pour s'occuper de la famille

- a. Aux fins de l'application du présent paragraphe, « famille » est définie par l'article 2 en plus de ce qui suit :
- i. une personne qui tient lieu de membre de la famille de l'employé e qu'il y ait ou non un degré de consanguinité entre cette personne et l'employé-e.
 - ii. **tout parent avec qui l'employé est dans une relation de soins, indépendamment du fait qu'il réside avec l'employé.**

Article 23 - Congé d'études non payé et congé de perfectionnement professionnel

23.05 L'employé-e en congé d'études ~~touch~~ **peut toucher** en remplacement de sa rémunération des indemnités d'une valeur **jusqu'** ~~allant de cinquante pour cent (50 %) à~~ cent pour cent (100 %) de sa rémunération de base.

Article 31 – Exposé des fonctions

31.01 Sur demande écrite, l'employé-e reçoit un exposé ~~complet et courant~~ **officiel** de ses fonctions et responsabilités, y compris le niveau de classification du poste et, le cas échéant, la cote numérique attribuée par facteur à son poste, ainsi qu'un organigramme décrivant le classement de son poste dans l'organisation.

Article 43 – Durée du travail pour le groupe LS

43.05 Lorsqu'un employé-e assujetti au paragraphe 43.04 est tenu de changer son poste à l'horaire sans en avoir été avisé au moins ~~cinq (5) jours ouvrables~~ **quarante-huit (48) heures** avant l'heure de début du travail de ce poste changé, il ou elle est rémunéré à tarif et demi (1 1/2) pour toutes les heures faites en dehors de son poste à l'horaire.

Article 45 – Année de travail et durée du travail pour le sous-groupe ED-LAT

45.08 À l'exception des employé-e-s dont l'horaire est établi conformément au paragraphe 45.03, tout employé-e qui est tenu de changer ses heures de travail prévues à l'horaire sans avoir reçu un préavis d'au moins ~~cinq (5) jours~~ **quarante-huit (48) heures** avant l'heure d'entrée en vigueur de ce changement, est rémunéré à tarif et demi (1 1/2) pour le premier poste effectué selon le nouvel horaire. Les postes qu'il ou elle effectue subséquemment selon le nouvel horaire sont rémunérés au tarif des heures normales et assujettis aux dispositions de la présente convention à propos des heures supplémentaires.

45.10

- a. ~~Les heures d'enseignement doivent être établies conformément à la décision rendue le 30 novembre 1989 par le comité spécial d'arbitrage présidé par M. Teplitsky.~~
- b. Nonobstant le droit de l'Employeur de déterminer le contenu et la méthode de prestation des cours, les heures d'enseignement comprennent le temps d'enseignement à distance et/ou en contact direct avec l'étudiant ou les étudiants. L'enseignement à distance comprend, sans s'y limiter, la communication par Internet, par téléphone ou par un autre moyen électronique.

Article 46 – Arrêt pédagogique

Le présent article s'applique aux employé-e-s membres du sous-groupe de l'enseignement élémentaire et secondaire (ED-EST) a et dont le régime de travail s'échelonne sur une période de douze (12) mois, aux employé-e-s membres du sous-groupe de l'enseignement des langues (ED-LAT), aux employé-e-s membres ~~des sous-groupes de moniteurs de langue et d'éducation physique~~ du groupe du soutien de l'enseignement (EU), et aux employé-e-s membres du sous-groupe des services de l'enseignement (ED-EDS) travaillant à la Défense nationale et qui enseignent régulièrement.

Article 48 – Heures supplémentaires

48.11 Repas

- e. Les indemnités de repas en vertu du présent paragraphe ne s'appliquent pas à l'employé-e qui a l'autorisation de travailler des heures supplémentaires à partir d'un lieu autre que son lieu de travail désigné.**

Article 60 – Congé accordé aux employé-e-s ED-EST et EU dont l'année de travail est répartie sur dix (10) mois

60.01 L'Employeur devra, **sous réserve des exigences opérationnelles**, accorder aux employé-e-s ED-EST et EU dont l'année de travail est répartie sur dix (10) mois un maximum de quinze (15) heures de congé payés, **à accorder jusqu'à deux (2) périodes de sept virgule cinq (7,5) chacune**, pour des motifs personnels, au cours de chaque année scolaire, au moment où il ou elle le demandera, sous réserve que l'intéressé-e donne à l'Employeur un préavis d'au moins cinq (5) jours ouvrables avant le commencement du congé, à moins qu'il y ait une raison valable, tel que déterminé par l'Employeur, pourquoi un tel avis ne peut être donné.

Article 63 – Durée de la convention

63.01 Les dispositions de la présente convention viennent à échéance le 30 juin 2018~~2022~~.