



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

SUBMISSION

of the

PUBLIC SERVICE ALLIANCE OF CANADA

IN THE MATTER OF THE PUBLIC SERVICE 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 relation to the employees of the Employer in the

Technical Services Group

consisting of the following categories:

**Drafting and Illustration (DD)
Engineering and Scientific Support (EG)
General Technical (GT)
Photography (PY)
Primary Products Inspection (PI)
Technical Inspection (TI)**

To the Public Service Labour Relations Board Arbitration Board:

**Chairperson of the Board
David Starkman**

**Representative of the interests of the Union
James Wolfgang**

**Representative of the interests of the Employer
Jock Climie**

July 2009

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PART 1

INTRODUCTION

Composition of the Bargaining Unit:

The Technical Services (TC) Group comprises six different categories of employees certified by the Public Service Labour Relations Board (PSLRB). These categories are:

- Drafting and Illustration (DD): 179 employees
- Engineering and Scientific Support (EG): 6,221 employees
- General Technical (GT): 2,144 employees
- Photography (PY): 12 employees
- Primary Products Inspection (PI): 254 employees
- Technical Inspection (TI): 1,348 employees

Total: 10,158 employees

The Technical Services Group is described as comprising positions that are primarily involved in the performance, inspection and leadership of skilled technical activities. This group includes positions that have, as their primary purpose, responsibility for one or more of the following activities:

1. The planning, design and making of maps, charts, drawings, illustrations and art work;
2. The design of three-dimensional exhibits or displays within a predetermined budget and pre-selected theme;

3. The conduct of analytical, experimental or investigative activities in the natural, physical and applied sciences; the preparation, inspection, measurement and analysis of biological, chemical and physical substances and materials; the design, construction, modification and assessment of technical systems and equipment or the calibration, maintenance and operation of instruments and apparatus used for these purposes; and the observation, calculation, recording and the interpretation, presentation and reporting of results of tests or analyses, including:
 - (a) the performance of activities involving the application of the principles, methods and techniques of engineering technology and a practical knowledge of the construction, application, properties, operation and limitations of engineering or surveying systems, processes, structures, buildings or materials, and machines or devices;
 - (b) the planning of approaches, the development or selection and application of methods and techniques, including computer software to conduct analytical, experimental or investigative activities; the evaluation and interpretation of results; and the preparation of technical reports;
 - (c) the observation and recording of events and the analysis of information relating to such fields as meteorology, hydrograph, or oceanography and the presentation of the results of such studies; and the provision of data and information relating to meteorology;
 - (d) the monitoring and investigating of environmental hazards or the provision of advice on those issues impacting upon compliance with public health legislation; and

- (e) the design, development or application of tests, procedures and techniques in support of the diagnosis, treatment and prevention of human and animal diseases and physical conditions;
4. The application of statutes, regulations and standards affecting agricultural, fishery and forestry products;
 5. The capture and development of images involving the operation and use of cameras, accessories and photographic processing and reproduction equipment;
 6. The operation of television cameras and video recording systems and equipment;
 7. The inspection and evaluation of quality assurance systems, processes, equipment, products, materials and associated components, including electronic equipment used in trade measurement; the development, recommendation or enforcement of statutes, regulations, standards, specifications or quality assurance policies, procedures and techniques; and the investigation of accidents, defects and/or disputes;
 8. The construction and repair of prostheses and orthoses;
 9. The writing of standards, specifications, procedures or manuals related to the above activities;
 10. The performance of other technical functions not included above; and
 11. The planning, development and conduct of training in, or the leadership of, any of the above activities.¹

¹ Treasury Board of Canada Secretariat, *Occupational Group Definitions* (2006)

History of Negotiations:

This round of collective bargaining commenced with the exchange of proposals on April 27th, 2007; negotiations commenced May 17th, 2007, following the expiry of this collective agreement on June 21st, 2007. After 19 months of bargaining sessions, the parties reached agreement on very few issues. The majority of the issues remained outstanding. On September 2nd, 2008, the Public Service Alliance of Canada (PSAC) applied for the assistance of a mediation officer and Gilles Grenier was appointed. The parties were not able to successfully conclude a single additional issue, despite the aid of the mediation officer. As a result, on November 27th, 2008, the PSAC applied for an Arbitration Board to hear all outstanding issues and to provide an award on all remaining outstanding issues.

The PSAC came to the bargaining table with a mandate to expeditiously negotiate a new collective agreement. We settled an agreement with the Canada Revenue Agency (CRA) in approximately two months. With the CRA, there was will on both sides to come to a negotiated agreement, and we did so before the expiry of the current agreement. When we went to the table with the Treasury Board, we believed that they would also have a mandate to come to a mutually acceptable collective agreement in a timely fashion. But the Treasury Board proved to be completely inflexible, lacking in mandate and in willingness to bargain a fair and equitable collective agreement.

In this brief, we provide a thorough justification and a demonstrated need for our proposals. Part 2 covers our proposals specific to working conditions which the PSAC TC group bargaining team is carrying into the Arbitration Board process. Part 3 details our wage demand, placed within the context of current economic conditions, retention and recruitment challenges and the *Expenditure Restraint Act*.

PSAC Bargaining Team:

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

Carol Casey	(EG, Prairies)
Daniel Dubé	(EG, Québec)
Peter Holland	(GT, Atlantic)
Garry Larouche	(TI, Ontario)
Darrell-Lee McKenzie	(EG, British Columbia)
Phil Robinson	(TI, British Columbia)
Glen Whalley	(EG, National Capital Region)
Gerry Halabecki	Regional Executive Vice-President, Ontario

Appearing for the PSAC are:

Mike McNamara, Negotiator, PSAC
Seth Sazant, Research Officer, PSAC

Legislative Framework:

Sections 148 and 150 of the *Public Service Labour Relations Act* outline the matters that can be considered by the Board in rendering a decision.

In keeping with these legislative imperatives, the Union maintains that its proposals are fair and reasonable, and within both the Employer's ability to provide and the Arbitration Board's mandate to award.

The Expenditure Restraint Act

The recent introduction of the *Expenditure Restraint Act (ERA)* bears mention. Under the ERA, and for the restraint period of April 1, 2006, to March 31, 2011, the Arbitration Board may not issue an award on rates of pay or on "additional remuneration" [which] means any allowance, bonus, differential or premium or any payment to employees that is similar to any of those payments².

Having come into effect at the this stage of bargaining for this unit, the Union states that the legislation constitutes demonstrable bad faith on the part of the government as it has changed the rules of negotiations mid-way through the collective bargaining process. In so doing, it has imposed restraints on the resolution of long-standing and critical disputes between the parties to this collective agreement on issues relating to pay and remuneration and overrides the clear legislative authority of this Board under the PSLRA to resolve the matters that remain in dispute.

The PSAC has filed an application in the Ontario Superior Court maintaining that these legislative measures violate the Union and its members' Constitutional right to freedom of association, as clearly set out paragraph 2(d) of the Canadian *Charter of Rights and Freedoms*. However, without prejudice to its position on the legality of the legislation, we emphasize that the restraint period ends on March 31st, 2011.

² Expenditure Restraint Act

Accordingly, the Union seeks a decision from the Arbitration Board on the following issues, with monetary increases under these articles declared to take effect on June 22nd, 2011:

- Article 62: Dangerous Goods
- New: Hazardous Substance Handling Allowance
- Appendix XX: Memorandum of Agreement Concerning Lab and X-Ray Technologists in the Engineering and Scientific Support Group Working in Percy Moore and Norway House Hospitals

PART 2

OUTSTANDING ISSUES

ARTICLE 34 – TRAVELLING TIME

PSAC Proposal

34.09 Travel Status Leave

Exclusions

~~This clause does not apply to employees covered by Appendix I – Engineering and Scientific Support Group.~~

(a) ~~An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for forty (40) nights during a fiscal year shall be granted fifteen (15) zero decimal five (0.5) hours off with pay for each night away from his or her permanent residence. The employee shall be credited with one additional period of seven decimal five (7.5) hours for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.~~

~~(b) The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.~~

~~(b) This leave with pay is deemed to be compensatory leave and is subject to paragraphs 28.02(c) (d).~~

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

Remove all other exclusions under this article:

- **Appendix B – employees in the GT Group, employed by the Department of Fisheries and Oceans at a Fish Hatchery**
- **Appendix C – Fishery Officers in the GT Group, working on off-shore surveillance in the Department of Fisheries and Oceans**
- **Appendix I – Employees in the EG Group in the Sea Lamprey Control Unit**
- **Appendix L – Employees in the EG Group, employed by the Department of National Defence engaged in sea trials**
- **Appendix S – Certain aircraft maintenance engineers**

RATIONALE:

Travel Status Leave

There is a vast range of duties performed by members in the TC group. Many have jobs that require virtually no travel at all, while others are required to be away from their homes for prolonged periods of time. The Employer's classification system does not adequately compensate members who are required to travel often as a part of their duties. Thus, the travel status leave provision was negotiated in a previous round as a means of additional compensation for members who must travel more than their counterparts. The Union submits that the current entitlement is simply insufficient for the strains that are placed on members who are required by the Employer to travel.

There are significant demands on many members of the TC group to travel extensively for their job. This results in stress and substantial outlays of their personal time due to being away from home, family and personal commitments. We refer to this situation as Captive Time.

The Union submits that three changes should be made to the Travel Status Leave article:

1. Change the model for earning the leave to improve entitlements;
2. Permit all overnight stays to be counted towards earning the leave; and
3. Remove exclusions – all members of the bargaining unit should have the right to earn the leave

The issue of Captive Time was the subject of a detailed joint study undertaken by the Employer and the PSAC under the auspices of Appendix R of the Technical Services Collective Agreement that expired June 21st, 2000. That study found that members who are away from their headquarters area for extended periods of time report a range of negative impacts. Members answered a detailed survey on captive time, reporting psychological and social impacts ranging from severe loneliness, an inability to maintain community involvement, and the difficulty of being away from family for extended

periods. The negative impacts of captive time can be grouped into four main categories:

- **negative impact on family life** (time away from the member's marriage and children)
- **theft of personal time** (lack of privacy, inability to take courses, develop hobbies, participate in community events, etc.)
- **financial burden** (additional expenses for home maintenance and repair, child care, loss of spousal earnings, etc.)
- **threat to physical health and safety** (unsafe working conditions, cumulative effects of captive time on members' health, life-threatening situations).

(Exhibit A)

TC group members report that the nature of their work demands extended periods in particularly isolated situations, such as TI employees performing inspections or GT workers in field locations or aboard a ship. When employees are in these situations, cut-off from their families, unable to access normal recreational facilities, they should be compensated for the fact their time is not their own to do with as they please. They cannot participate in community events, pursue personal interests or be there for their family members. Work away from home holds these members hostage and the PSAC is seeking to address this issue through further improvements to the Travel Time article.

Since making the breakthrough on Travel Status Leave in 2001, TC group members continue to experience difficulties with the restrictions contained in the Travel Time article. The current entitlement is simply insufficient. Many members cannot access the leave due to the unreasonably high threshold or due to being excluded from the article entirely.

Current Situation

During the fiscal year 2006/07, 269 members of this bargaining unit accessed Travel Status Leave. These 269 members used or were paid out an average of approximately 2.5 days under this article.

The highest use of this entitlement was, by far, the TI classification. Close to ten percent (10%) of this classification were entitled to Travel Status Leave. The Technical Inspection community enforces regulations in areas, such as transportation safety (aviation, rail, marine, transport of dangerous goods), and weights and measures. These are crucial duties that must be performed across the country and in remote areas to ensure the health and safety of all Canadians. This type of work requires frequent travel.

Based on the data that the Employer provided to the Union, the cost of the program in the fiscal year 2006/07 was minimal – approximately \$160,000 per year, or 0.026 percent of payroll for this group. We submit that this is a very inexpensive deal for the Employer.

Introducing a New Model

Acknowledging the purpose of compensating members for Captive Time, there are two problems with the current model: the high threshold to obtain the benefit in the first place and the cap on the entitlement at five (5) days.

The purpose of Travel Status Leave is to compensate members for the time that they are captive, away from home. The negative impacts described above do not only begin to manifest after forty (40) nights away. The requirements to travel are difficult, no matter how often this occurs. The compensation should reflect this reality.

Further, some members are captive for prolonged periods of time. In fact, some are required to travel so much that they hit 100 nights away, which is the limit of compensation under Article 34.09. The additional week off for being away for 100 nights is very modest compensation for such level of hardship. The Union submits that there should be no maximum entitlement under this article, for if the Employer requires a member to be away from home, the Employer should be prepared to fully compensate members for this time away from their home lives and families.

The Union submits that we implement a new model of earning leave with pay for the hardship of being captive. This new model would be a simple construction: for each night away, a member shall be given one half hour of leave with pay.

This is not without precedent in the Federal Public Administration. The collective agreement between NAV Canada and the International Brotherhood of Electrical Workers (IBEW) has this very clause in their contract. Article 29.07 of their agreement states:

Employees who are in travel status and incur an overnight stay outside of the headquarters area shall receive one-half (1/2) hour of compensatory time off in lieu for each overnight stay. If the compensatory time off in lieu cannot be liquidated by the end of the vacation year, then payment in cash will be made at the employee's straight-time rate of pay as of March 31.
(Exhibit B)

We submit that this makes sense in the interest of maintaining a fair degree of compensation for TC members when faced with the reality of having to perform a substantial amount of employer-required travel. This does not arbitrarily place a threshold of nights before a member is able to access the entitlement. It abides by a simple principle: if you are required to travel, you should receive a reasonable amount of additional compensation. Further, it does not have caps. If you are required to travel very often for your duties, you will continue to earn that extra compensation.

Access to Travel Status Leave

Currently, under the TC collective agreement, a number of people are excluded from accessing even the current Travel Status Leave provision. This group includes:

- Employees who travel by any type of transport in which he or she is required to perform work, and/or which also serves as his or her living quarters during a tour of duty
- Appendix B – Employees in the GT Group, employed by the Department of Fisheries and Oceans at a Fish Hatchery

- Appendix C – Fishery Officers in the GT Group, working on off-shore surveillance in the Department of Fisheries and Oceans
- Appendix I – Employees in the EG Group in the Sea Lamprey Control Unit
- Appendix L – Employees in the EG Group, employed by the Department of National Defence engaged in sea trials
- Appendix S – Certain aircraft maintenance engineers

The Union submits there is no clear rationale to exclude these members from this benefit. We see no reason that any of the members on this list suffer any less from the long times away from home than those who are currently entitled to the benefit.

If anything, we would suggest that this exclusion may have made sense before the Travel Status Leave was introduced into Article 34 – Travelling Time. There may have been a previous requirement to exclude them from the travel time part of this article, but as Travel Status Leave was introduced later, the rationale does not hold up. There is no difference to the lives of our members under any of these appendices. If the benefit is there to compensate for time away from home, there is no substantive difference for any member. We submit that all of the exclusions to the Travel Status Leave article should be struck.

Travel Status Leave should apply to all members of the TC group without exception. The current exclusions are unfair, for again, if the Employer requires members to perform work that would count towards the earning of Travel Status Leave, the members should be able to have access to this leave. It is a question of both fairness and respect for these workers.

Training-Related Travel

Excluding training-related travel performed for courses, training sessions, professional conferences and seminars further disadvantages employees, as this travel is all done for the Employer's benefit. Again, if the Employer requires members to undertake

training which requires travel, such travel should count towards the earning of Travel Status Leave.

In conclusion, despite the achievement of Travel Status Leave in 2001, maintaining a balance between work and home remains a challenge for TC group members, especially for those performing large amounts of travel for the Employer. One way the Employer can help alleviate this pressure is by improving the Travel Status Leave language and providing access to all members.

ARTICLE 41 – INJURY-ON-DUTY LEAVE

PSAC Proposal

Replace current Article 41 with the following:

41.01 When an employee is unable to work because of:

- (a) a personal injury received in the performance of his or her duties,
or
- (b) an industrial illness or a disease arising out of and in the course of the employee's employment,

for which the employee has made a claim to the applicable workers' compensation authority in accordance with the *Government Employees Compensation Act*, he or she shall be granted injury-on-duty leave with pay for the period of time that the workers' compensation authority has recognized that the employee was unable to work because of an injury, illness or disease as described in (a) or (b).

41.02 Should the employee receive compensation for loss of pay from the relevant workers' compensation authority in relation to his or her claim, the employee will remit the full amount to the Receiver General of Canada.

RATIONALE:

In virtually all cases where Treasury Board is the Employer, members disabled due to a workplace accident or an occupational illness are entitled to injury-on-duty leave with full regular pay for such reasonable period as is determined by the Employer, where the disability is confirmed by a provincial/territorial workers' compensation board pursuant to the *Government Employees Compensation Act* (GECA).

Although the provincial/territorial workers' compensation board decides on the period of recovery, the Employer can unilaterally decide to end the benefits provided by injury-on-duty leave. In other words, the member is switched to 'direct WCB payments' and

receives the benefits provided by the provincial/territorial workers' compensation regime. The result is that a member goes from receiving 100 percent of his/her wage while on injury-on-duty-leave, to receiving anywhere from 75 percent to 90 percent of net income, depending on the province or territory³.

The current language in the collective agreement is problematic, causing hardship for the members, for a variety of reasons:

1. Our members are treated differently from department to department, and even within a department, practices can vary dramatically with regard to injury-on-duty leave decisions in different regions. There is no single, consistent standard of what is a 'reasonable period' for injury-on-duty leave.
2. The Employer's decision to move a member to direct WCB payments cannot be challenged or appealed, no matter how unreasonable the decision may appear to be.
3. The Employer's decision is often influenced by the relationship with the individual involved in the accident. If the Employer is kindly disposed towards him/her, they might approve injury-on-duty leave for a longer period of time. When the Employer does not like a member, this period may be much shorter. There have been cases of members proceeding to direct WCB payments after only a few days.
4. The nature of the accident or illness can also be a factor in the Employer's decision to move members to direct WCB payments. Members suffering from a repetitive strain injury are often removed from injury-on-duty leave and placed on direct benefits fairly quickly. A serious workplace accident previously covered by the media can influence the Employer to keep the member on injury-on-duty leave.

³ The exception is Yukon Territory, where the benefit is based on 75% of gross earnings.

5. The practices in place for managing departmental budgets are often a problem. Regular wages that are paid under the current injury-on-duty leave provisions are usually drawn from the respective section or branch of the department in which the injured member is working. Direct workers' compensation payments are usually drawn from a central budget within Human Resources.

This can put pressure on the department to switch the injured member as quickly as possible to direct WCB payments in order to free up the salary money and replace the injured member with another 'fit' worker. When trying to accommodate an injured member with modified duties or a gradual return to work program, this type of situation often becomes a barrier.

6. There is a financial hardship to the member. Not only is s/he living on a reduced salary while on direct WCB payments, but upon his/her return to work, s/he is responsible for repaying the Employer for their portions of Superannuation, Public Service Health Care Plan, Supplemental Death Benefit, and Disability Insurance.

If members are off for periods of ten days or more, they also lose out on the accumulation of sick and annual leave credits. And periods of leave without pay are not counted for pay revision, pay increases, increment dates, and continuous employment purposes, thereby creating long-term cost implications for the member.

The problems described above have been present for quite some time. The PSAC attempted to negotiate changes to the injury-on-duty leave language in the last round of bargaining. Although not successful in achieving those changes, it is significant that after having presented its case to a Conciliation Board, the Board agreed with the Union that the Employer's discretion over the period of injury-on-duty leave should be removed. The Board recommended that the first part of clause 41.01 read:

41.01 An employee shall be granted injury-on-duty leave with pay for the period of time that a Workers Compensation authority has certified that the employee is unable to work ... (emphasis added)

Federally, CUPW and PSAC/UPCE have negotiated language ensuring full pay and benefits to all injured or ill workers for the complete period approved by the provincial or territorial workers' compensation board (Exhibit C). Similarly, the PSAC represents the Postal Services workers at the House of Commons who have language in their collective agreement that does not give the Employer discretion to determine the term of injury-on-duty leave, but instead links it to the Worker's Compensation Authority claim decision. (Exhibit D)

Our proposal is grounded in sound rationale and these federal sector collective agreements prove that our proposal is fair to injured workers and workable for the Treasury Board.

**ARTICLE 54 – EDUCATION LEAVE WITHOUT PAY
CAREER DEVELOPMENT LEAVE WITH PAY AND
EXAMINATION LEAVE WITH PAY**

PSAC Proposal: Amend as follows:

54.05 Career Development Leave With Pay

- (a) Career 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 career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - (i) a course given by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in paragraph 54.05(a) above. **Such approval will not be unreasonably withheld.** The employee shall receive no compensation under Article 28, Overtime, and Article 34, Traveling Time, of this collective agreement during time spent on career development leave provided for in this clause.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

New 54.07

For employees in the TI classification:

An employee shall be granted leave with pay to maintain their certification as required in his/her Statement of Qualifications. The Employer will pay all associated tuition fees on successful completion of the course, and, if required, any travel costs associated with attending the course.

RATIONALE:

Background

The TC group is composed of occupational groups that perform highly specialized technical duties. For most of the jobs in this group, the requisite knowledge and skills to perform the necessary tasks are acquired through completion of specialized post-

secondary training. In addition, many members of the TI classification require a licence or permanent certificate of proficiency where competency standards are a legislated requirement. As most of these skills are related to technical abilities and technological advances, they change over time. These skills require maintenance and upgrading through specialized training and professional development. Many TC group members have had difficulty obtaining the requisite training to keep abreast of the developments in their field. The Union seeks to ensure that TC group members are able to access the training that they need to properly perform their jobs.

Issue

TC group members deserve fair access to appropriate training. This benefits the Employer as training enhances employees' skills, achieves increased employee commitment and contributes to a rise in productivity due to enhanced performance. Without a sufficiently trained workforce, the Employer may have to face the consequences of higher costs or worse.

This is especially important since the working environment has changed considerably over the years and remains in a state of perpetual evolution. New technology requires employees to acquire new skills and to update their training and certification. On one hand the government acknowledges that training is the key to Canada's economic future and its workforce, while on the other hand, training opportunities are a constant source of struggle for many employees of the TC group.

There are two separate issues within this proposal. Each will be taken up in turn. On many occasions, the Employer has asserted that it is committed to providing the proper level of training to the employees. With the addition in 54.05 of "Such approval will not be unreasonably withheld," the Union seeks to place a proper test in the collective agreement to ensure that the Employer's commitments are enforced.

Many of our members have described having difficulties obtaining their manager's approval to take leave for career development purposes. By adding the proviso that this

leave “will not be unreasonably denied”, the Employer cannot arbitrarily accept some requests for training and deny others. The Union’s proposal provides a fair system to Employer and employee in that the training must fit with the preamble and stipulations set out in 54.05 (a), but it also limits any inequitable decisions about how training will be distributed among employees.

The second part of the proposal is specific to employees in the TI classification. The Union seeks to have the Employer grant leave with pay and to pay the costs of maintaining a professional certification that was required for them to be hired. TI members are often hired on the condition that they have certain professional qualifications, certifications or credentials. But in many cases, the Employer does not require that the employee maintains certification. While this decision is the Employer’s prerogative, TI members still need to maintain the proper level of knowledge required to perform their jobs. Technology changes very quickly, and many members of the TI classification are finding it increasingly difficult to stay abreast of the required knowledge to properly do their jobs. This is especially important in jobs that have a regulatory enforcement component to them. As the technology increases, technical inspectors become less aware of how processes work in the industries in which they are supposed to enforce regulations.

For example, at the Transportation Safety Board, there is a group of technical inspectors who investigate transportation accidents, such as airplane or helicopter crashes. As aircraft technology has gone through significant changes and developments, members are finding it very difficult to properly investigate the systems and components that may have led to the crash. This is a central portion of their jobs, yet the Employer is not paying for them to get adequate training, which would ensure that they are coming to the job with the proper level of knowledge.

Further, members in the TI classification who work alongside members of the AO group at the Transportation Safety Board or at Transport Canada see gross injustices when it comes to training and professional development. Members of the AO group have an

article in their collective agreement which guarantees that they will be provided with the opportunity to maintain their technical currency (Exhibit E). The maintenance of a pilot's license is obviously useful for the Employer, and necessary for AO members to maintain their ability to fly an airplane. However, this results in AO members getting preferential access to training money over the TI members who work alongside of them.

Further, there are many secondary benefits that accrue to employees of the AO group to which TI members do not have access. For example, through such training, AO members get exposed to new airplane components and systems with which they must work. Again, knowledge of these components and systems are crucial to the ability for members who enforce regulations, or investigate accidents to properly understand. In the absence of collective agreement language, TI members will not receive adequate training to properly carry out their duties.

If certification is a requirement as stated in the employees' Statement of Qualifications when they are hired, they should have the ability to maintain that certification. It is in the best interest of the Employer to facilitate employee training and maintenance of certification. TI members are hired to monitor and enforce regulations. Training is what allows them to do so properly. The proposed new clause is a significant step towards achieving this goal.

ARTICLE 62- DANGEROUS GOODS

PSAC Proposal

Add new clause c) to the current article:

- c) Notwithstanding b) above, any Ammunition Technicians who are qualified by the Employer to mark and pack explosives and ammunition shall receive this allowance.

RATIONALE:

Ammunition technicians are certified by the Employer to mark and package explosives and ammunition for the Canadian Forces. In the course of their work, they handle, store, prepare, ship, certify and dispose safely of ammunition and explosives. The Employer's classification system does not compensate this group of workers for working with such dangerous goods, and in addition, the Employer has interpreted the current dangerous goods allowance in a manner that excludes the ammunition technicians.

Working Environment

Currently, there are approximately 150 ammunition technicians across the country. They are responsible for the handling, packaging, storing, shipping and labelling of ammunition and explosives for the use of the Canadian Forces.

Ammunition and Explosives are categorized as Class 1 dangerous goods, which is the most dangerous class. If an error occurs, this class of goods has the highest consequence of error (catastrophic damage to assets and possible death). Ammunition technicians are the only employees authorized by the Employer to perform these specific duties, and they complete occupational qualification training and an on-job performance requirement programs in order to do so.

Certification to become an ammunition technician is a two-year process. Apprentices begin at the GT-01 level and progress to be at the GT-02 level when fully qualified. All ammunition technicians receive Departmental training from the Department of National Defence (DND). This includes the qualifications required to pack and label goods

pursuant to the Transportation of Dangerous Goods Act, however, ammunition technicians are not certified under the *Act*. Still, the ammunition technicians are assigned the responsibility of packing, loading and securing the ammunition and placing proper placards on the truck.

Current Practice

The Employer's current practice has been to provide the allowance to the employee who signs the weigh bill, but not to the employees who actually handle and pack the ammunition. Signing of weigh bills requires training and certification, but not necessarily full training as an ammunition technician. This job may be done by someone who is classified as a CR or a GS. The signer does not oversee all steps of the packaging and shipping process. S/he verifies that the proper forms are filled out and that the shipment complies with the Transportation of Dangerous Goods Act. While the Union agrees that the person who signs the weigh bill is entitled to the allowance, due to the fact that s/he handles the dangerous goods, this employee very well may not have played any role in packaging. S/he relies on the qualifications of the team members to verify that the shipment complies with the TDG regulations.

The ammunition technician is the one who packs, marks and labels the goods for transport and fills out a packing certificate. This certificate is required, pursuant to the Transportation of Dangerous Goods Act, to complete the weigh bill. It contains all the pertinent shipping data required by the Transport shipper.

The ammunition technician is the employee who is most closely in contact with the dangerous goods, yet s/he gets no additional compensation for doing so. It is the one who signs the weigh bill who receives the compensation. Yet, since the ammunition technician is not certified under the Transportation of Dangerous Goods Act, but instead receives training from the employer to pack and label explosives, s/he is not entitled to the allowance.

In addition, these duties are not captured under the current Treasury Board classification standard. Consequently, the member receives no compensation for the extra duty and responsibility of handling dangerous goods. The Union submits that any employee who is required to perform these duties should receive remuneration equal to other members handling dangerous goods.

Costing and Comparators

This is a very low-cost item for the Employer. The absolute maximum yearly cost of this proposal would be only \$135,000. This maximum cost is calculated using the most liberal assumptions regarding the proposal, making this cost undoubtedly higher than the actual cost. This figure assumes that no ammunition technician currently gets this allowance and that, upon application of the proposal, all ammunition technicians would get this allowance every day that they work.

This calculation is done as follows:

150 employees x \$75 per month x 12 months per year = \$135,000 per year

This figure represents approximately 0.022 percent of the base payroll for the TC group in 2007.

In addition to the low cost for this proposal, the TC group is not even asking for parity with other groups in the core public administration. SV Group members have a superior entitlement and they receive the allowance for a wider variety of activities. SV members receive an allowance of \$75 per month, not the \$3.50 per day.

Conclusion

The Union submits that the intent of the Transportation of Dangerous Goods article is to provide extra compensation for performing dangerous work for the Employer. Ammunition technicians handle, package and label the most dangerous class of goods, but receive no remuneration for the high degree of danger associated with their work. Ammunition technicians receive no additional points from the classification standard, yet

are denied access to the dangerous goods allowance in the collective agreement, due to a technicality – they are qualified, but not certified, under the *Act*. The allowance is not paid to those who are on the front line, working with the dangerous goods, it is only given to the workers who sign the weigh bill for the shipment of the goods. This is patently absurd and the Union respectfully asks the arbitrator to award the Union's proposal in his ruling. Ammunition technicians should be treated as other members who handle dangerous goods and are certified pursuant to the Transportation of Dangerous Goods Allowance.

NEW – HAZARDOUS SUBSTANCES HANDLING ALLOWANCE

PSAC Proposal:

Employees who are trained, maintain their qualifications and are assigned to perform duties in one or more of the areas listed below, shall receive a monthly allowance of one-hundred and fifty dollars (\$150) for each month the employee may be required by the Employer to perform one or more of the following:

- (a) Nuclear Emergency Response
- (b) Hazardous Material (HAZMAT) Response
- (c) Chemical Emergency Response Team (CERT)
- (d) Radiation Safety Officer Duties

RATIONALE:

Occupational Safety and Health regulations require the Employer to have qualified personnel on standby, available at a moment's notice to deal with nuclear emergency response, hazardous material response, chemical emergency response and radiation safety. A qualified person is defined in regulation as a person who, because of his knowledge, training and experience, is qualified to perform that duty safely and properly.

These duties are required by legislation, but are not included in any one position's job description. Rather, these duties are assigned by the employer in addition to the duties required by the employee's position. Since they do not form part of the job description, there is currently no additional compensation for TC group members performing these extra duties. Regardless, someone at the workplace needs to perform these duties. They need the proper training to carry out these duties and they put themselves in harm's way in order to fulfill the Employer's obligations under the legislation.

TC group members currently perform duties as part of Nuclear Response (NERT), Hazardous Material Response (HAZMAT) and Chemical Emergency Response (CERT) teams and as Radiation Safety Officers. Often members are volunteered by the Employer to participate in these teams, without compensation for their time or for the

risks involved in these duties. Further, these employees are often required to take responsibility to prepare legal reporting documentation in order to be in compliance with federal law. The consequences of not being in compliance are possible legal action, license cancellation and suspension of activities involving the hazardous substances for the entire facility. Any of these outcomes would obviously have major effects on the functioning of the facility.

Some examples of the duties performed by members of the TC group are:

Nuclear Emergency Response:

- GT and EG members working with the Environmental Protection Branch, Environment Canada and the Department of Fisheries and Oceans

Hazardous Material Response:

- GT members at Rocky Point, British Columbia: members working at this torpedo fuelling bunker are the first-line response if a spill takes place, before the SV Group firefighters arrive.
- GT members at Environment Canada: performing cleaning of harmful spills in water, in order to minimize the environmental impact.

Chemical Emergency Response:

- EG members working in labs at Agriculture Canada and Health Canada: spills can be of a chemical or biological nature.

Radiation Safety Officer Duties:

- EG and GT members at the DND base in Suffield demilitarize and dispose of chemical and radioactive materials. Some are declared radiation workers to allow them higher radiation exposure levels.
- EG members at Agriculture and Agri-Food Canada in Summerland, BC, are required to perform Radiation Safety Officer duties.

TC group members who perform hazardous material work as part of a response team are often multi-skilled. For example, many EGs and GTs involved in chemical and biological defence research would be involved in:

- Synthesis of materials, laboratory use and disposal
- Training with live chemical agents for military and civilian emergency response teams

- Demilitarization work at locations across Canada, involving the safe recovery of old ordinances, lab wastes, etc., and their proper disposal. Members can be responsible for the recovery of explosives, chemicals, biological materials and radioactive materials
- Radiation work: members who are declared radiation workers can be exposed to higher levels of radiation than the general public

The SV group has achieved a Nuclear Response Team Allowance for firefighters at CFB Esquimalt and Halifax. The language reads:

7.02 Firefighters working in fire halls at CFB Esquimalt and CFB Halifax, who are designated as members of a Nuclear Emergency Response Team, are trained, maintain their qualifications and are assigned duties, shall receive a monthly allowance of one hundred and fifty dollars (\$150). (Exhibit F)

The TC group seeks parity with the SV group in the form of a Hazardous Substances Allowance. The duties of CERT, NERT, HAZMAT and Radiation Safety are sometimes in positions' job descriptions and other times are not. Even if they are in the job description, like the Transportation of Dangerous Goods allowance, the Treasury Board's archaic classification system has not kept pace with the evolving nature of our members' work. Consequently, it does not adequately rate job duties and responsibilities, nor does it reflect changes to legislation and regulations.

The conciliation board in the previous round of negotiations also agreed with the Union and recommended the implementation of a Hazardous Substances Handling Allowance as proposed by the Union.

Until the classification system is able to appropriately compensate employees for the risk and responsibilities that are a part of their positions, the PSAC will continue to call on the Employer to pay allowances, such as the Hazardous Substances Allowance, for duties performed by TC group members, but not rated under the current classification standard.

NEW ARTICLE – PRE-RETIREMENT LEAVE

PSAC Proposal

XX – Pre-Retirement Leave

Effective on the date of signing of this collective agreement, the Employer will provide five (5) days of paid leave per year, up to a maximum of twenty-five (25) days, to employees who have the combination of age and years of service to qualify for an immediate annuity without penalty under the Public Service Superannuation Act.

RATIONALE:

With this proposal, the Union seeks to provide increased flexibility to employees by helping them better balance their work and personal lives and transition into retirement more easily. This accommodates the needs and concerns of employees who are approaching retirement age with respect to their health matters, family responsibilities and personal fulfillment. The Employer will also benefit from this leave provision, as it will help to ease the coming wave of retirements from the public service. Offering employees tangible incentives, such as more paid leave, will help encourage older employees to remain in the workforce longer.

Challenges

The transition from full-time employment to complete retirement is an important step in a worker's life. From the Employer's point of view, phased retirement programs are useful in retaining skilled older employees who would otherwise retire outright, especially in specialized positions found in the TC group, where there is a shortage of entry-level job applicants. Additional leaves of absence benefit older workers, not only in easing the transition to retirement, but also in balancing their work and family responsibilities, particularly if they must care for an aging spouse or elderly relative(s).

According to the Organization for Economic Cooperation and Development, (OECD)⁴, working conditions are often ill-suited to the needs and capacities of older workers. Inflexible working patterns mean that many older workers face a stark choice between full-time work and full-time retirement.

The Coming Retirement Tidal Wave

This issue will be particularly important for the TC group. As can be seen in the table below, more than one-third of employees of the TC group are over the age of fifty-one.

	50-59	60+	Above 50	Average Age
DD	30.7%	5.1%	35.8%	44.5
EG	29.3%	3.1%	32.4%	45.0
GT	27.7%	3.5%	31.2%	45.1
PI	27.2%	0.8%	28.0%	44.0
PY	58.3%	0.0%	58.3%	49.1
TI	35.8%	7.8%	43.5%	48.7
Total	29.8%	3.7%	33.6%	45.5

Source: Treasury Board, Incumbent System, March 2007

These figures are consistent across each classification, and are particularly elevated for the TI group. These figures should be a source of concern for the Employer. The shrinking labour market results in more and more competition for skilled workers. With the large number of TC group members nearing retirement age, members are looking for options to assist them with their transition into retirement and help them balance their work/life needs. The Employer will also require solutions to help retain the TC group workforce and minimize the impacts of the impending retirement tidal wave.

Current Provisions

The Treasury Board currently has a Pre-retirement Transition Leave policy which is available to members of the TC group, as well as other bargaining units where Treasury Board is the Employer. This policy allows members to reduce their work week by up to

⁴ OECD Web Site, DELSA Newsletter, Older Workers: Living longer, working longer (in English only), www.oecd.org/dataoecd/54/47/35961390.pdf

40 percent. Their pay is adjusted according to the hours that they work, while their pension and benefits continue at the same level as if they were working full time. Below is an excerpt of the principles of the policy:

“It is the policy of the employer to create a work environment that allows employees the flexibility to better manage their work and personal lives while meeting operational requirements at a reasonable cost. This policy is one of several voluntary flexible working arrangements available to employees and managers.” (Exhibit G)

The Treasury Board has listed the following benefits to the Employer in its preamble to this policy:

- a competitive edge for attracting and retaining highly skilled individuals
- reduced levels of employee stress and conflict
- higher levels of productivity and output and reduced absenteeism
- higher levels of employee satisfaction and motivation
- a more satisfying work environment

Introducing a provision for Pre-retirement Leave, in line with the Union’s proposal, would be in line with the aims stated in the Treasury Board’s Pre-retirement Transition Leave policy. In a time when there will be a massive wave of retirements coming, it is imperative to ensure that the Employer introduce enticements for employees to stay longer and to impart the corporate memory to the new group of employees.

Furthermore, this proposal is well in line with what currently exists elsewhere in the Federal Public Administration. The Canada Revenue Agency (CRA) and the PSAC, as well as the Canada Post Corporation and Canadian Union of Postal Workers (CUPW), have included in their collective agreements a provision that is similar to the one proposed in this brief.

Canada Revenue Agency and PSAC

Article 53: Pre-retirement Leave

53.01 Effective on the date of signing of this collective agreement, the Employer will provide five (5) days of paid leave per year, up to a maximum of twenty-five (25) days, to employees who have the combination of age and years of service to qualify for an immediate annuity without penalty under the Public Service Superannuation Act (Exhibit H).

Canada Post Corporation and CUPW

19.13 Pre-retirement Leave

- a) "In addition to vacation leave provided for under this agreement, a regular employee who attains fifty (50) years of age and completes twenty (20) years of continuous employment or, attains sixty (60) years of age and completes five (5) years of continuous employment, shall be entitled to be paid a pre-retirement leave of one (1) week in the fiscal year in which he or she becomes eligible for such leave and in every fiscal year thereafter until the employee's retirement up to a maximum of six (6) weeks pre-retirement leave from the time of eligibility until the time of retirement (Exhibit I).

In addition to the Pre-retirement Leave language listed above, CRA employees also have access to a Pre-retirement Transition Leave policy.

Conclusion

The PSAC submits that a pre-retirement leave entitlement benefits both the Employer and the employee in that it allows employees an easier transition to retirement. And it increases the ability of the Employer to retain long-serving employees at a time when a large proportion of employees are approaching retirement. In addition, the PSAC respectfully notes that certain federal public service employees already enjoy access to pre-retirement leave. This includes the 26,000 employees who work for the Canada Revenue Agency, as well as the employees of the Canada Post Corporation.

APPENDIX “D”
MEMORANDUM OF AGREEMENT
APPLICABLE TO CERTAIN EMPLOYEES
IN THE GENERAL TECHNICAL GROUP,
WORKING ON ROTATING OR IRREGULAR BASIS
(COAST GUARD MARINE SEARCH AND
RESCUE (SAR) CO-ORDINATORS OF THE
RESCUE COORDINATION CENTRES AND
MARINE RESCUE SUB-CENTRES AND
HOVERCRAFT PERSONNEL)

PSAC Proposal

Delete current Article 25.09 and add the following:

25.09

- (a) Where hours of work are scheduled for employees on a rotating or irregular basis, they shall be averaged over a period not exceeding sixty-three (63) days:
 - (i) work an average of thirty-seven decimal five (37.5) hours per week.
 - (ii) work shifts of twelve (12) hours duration (except as may be otherwise agreed), where a shift is defined as the continuous duration of time between the employee’s scheduled start time and the scheduled stop time.
 - (iii) The shift durations in place at each centre shall not be altered except by mutual agreement between the Employer and the authorized Union representative at the regional level.
 - (iv) work consecutive shifts of not more than four (4) twelve (12) hour shifts.

- (b) An employee’s days of rest shall be consecutive and not less than four (4) when working a twelve (12) hour shift schedule. The first (1st) day of rest will start immediately after midnight of the calendar day in which the employee worked, or was scheduled to work, his/her last regular shift.

- (c) Notwithstanding clauses (a) and (b) above, the Employer
 - (i) may, no more than twice in a fiscal year, require an employee to work five (5) twelve (12) hour shifts;

and
 - (ii) may, no more than twice in a fiscal year, schedule three (3) consecutive days of rest when working a twelve (12) hour shift schedule.
- (d) Notwithstanding clause (b) above, the Employer may change days of rest as specified in sub-clause (c)(ii) above, as a result of employee-requested training.
- (e) Every reasonable effort shall be made by the Employer to avoid excessive fluctuation in hours of work.

Scheduling

- (f) The Employer agrees to consult with the Union representatives in the establishment of shift schedules.
- (g) The Employer agrees that, before a schedule of working hours is changed, the change will be discussed with the appropriate representative of the Union, if the change will affect a majority of the employees governed by the schedule.
- (h) Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer. Once an exchange of shifts has been approved, it will be the responsibility of the employees involved to report for duty in accordance with the approved exchange
- (i) An employee's shift schedule shall cover a period of at least sixty-three (63) days and shall be posted thirty (30) days in advance of its starting date. Every reasonable effort will be made by the Employer to minimize changes to an employee's days of rest. If an employee is given less than fifteen (15) days' advance notice of a change in his/her shift schedule, s/he will receive a premium rate of time and one-half (1 ½) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at the hourly rate of pay. Such employee shall retain his/her previously scheduled days of rest next following the change or if worked, such days of rest shall be compensated in accordance with the overtime provisions of this Agreement.

Rest Periods - Operating Employees

- (j) Where operational requirements permit, the Employer will provide operating employees with meal and relief breaks. Where operational requirements do not permit a meal break, the employee will remain at work and eat the meal on the job.

Other

- (k) Employees to whom this memorandum applies shall be subject to clauses 25.10 to 25.13 of this collective agreement.

RATIONALE:

TC group members working as Marine Search and Rescue (SAR) Co-ordinators provide services and facilities in support of programs of the Department of Fisheries (DFO) and Oceans and the Canadian Coast Guard (CCG). There are approximately fifty (50) members working under Appendix D. They work in five different locations across the country: 3 Joint Rescue Coordination Centres (Victoria, BC; Trenton, ON; and Halifax, NS) and 2 Marine Rescue SUB-Centres (Quebec City, QC; and Richmond, BC).

These services help to ensure safe and environmentally sound use of Canada's oceans and waterways for commercial and recreational purposes. Marine SAR Co-ordinators perform such tasks as planning, co-ordination, conduct and control of SAR operations. Once a Joint Rescue Coordination Centre is notified that a person(s) is in danger, the TC members begin to organize the rescue. All available information about the person(s) in danger is gathered and recorded, and the positions of potential assisting resources in the area of the incident are determined. SAR Co-ordinators are trained to evaluate various situations and send the most effective resources to deal with a particular incident. In complex and major incidents, many resources are often sent or tasked to assist.⁵

The proposal to alter this Appendix regarding hours of work is lengthy and complicated. The Union is seeking some fundamental protections with this language. Simply put, the

⁵ Canadian Coast Guard Website: < http://www.ccg-gcc.gc.ca/eng/CCG/SAR_Maritime_Sar>

Union seeks to put current operational practice into the collective agreement, and to provide some reasonable and modest improvements for Marine SAR Co-ordinators regarding hours of work. This argument will detail the current operational practice, and then deal with each clause in the Union's demand in order.

Current Operational Practice

Due to the nature of their work, SAR Co-ordinators work in rotating shifts to accommodate the 24-hour operational schedule. Depending on the JRC Centre, employees generally work either 12-hour shifts, or 10-hour day shifts and 14-hour night shifts. Generally, the shift patterns follow a sequence of four (4) consecutive days of work: two (2) day shifts, then two (2) night shifts; followed by four (4) consecutive days of rest. The shift schedules for these employees are 63 days in duration and are often posted 30 days in advance.

However, under the current Appendix, there is sparse reference to any of these operational realities. There is very little in the Appendix that speaks to the scheduling procedures or to notice periods for employees on their hours of work. As such, employees, who work at jobs that are very important to the safety of Canadians, can be completely at the whim of their supervisors regarding their work schedules.

Why is the Change Required?

The current collective agreement provides for a minimum of two days' rest between shift blocks. While uncommon, there have been examples where supervisors have demanded that employees work extremely long hours with little to no rest between shifts. Further, the operational practice of scheduling can be changed at virtually any time by the Employer. Hours of work, one of the most fundamental aspects of the employment relationship, are almost completely open to misuse or abuse by the Employer in this circumstance. Without adequate language to define current practice in the first place, employees have virtually no protection over any changes to their hours of work and their shift schedules. This can result in scheduling practices to which no employee should be subject. For example, in one case, a supervisor attempted to

schedule a Co-ordinator back to work with only one day of rest after completing a 48-hour shift block – and offered no additional compensation or overtime rates for such an arrangement. This is patently unreasonable. However, the current collective agreement for these employees is open to such abuses.

The Union submits that not only should the current operational practice be enshrined in the collective agreement, but that employees who work rotating shifts be afforded some basic ability to plan their lives. These employees recognize that they do not have the same stability as day workers, in terms of their hours of work. However, they would at least like to know their days of rest well ahead of time.

Rotating shift work is widely documented to be harmful to the health of employees who work such schedules (Exhibit J). While the Union acknowledges that such shift work is necessary for the operations of Rescue Centres, there are ways to mitigate the more harmful aspects by ensuring that employees have sufficient advance notice of their hours of work. This better allows people to plan their lives, so that they can spend time with their families and ensure that the disruptions to their lives are kept to a minimum.

The proposed language is almost identical to that in another collective agreement that exists with this very Employer. The Radio Operators (RO Classification) have a provision in their collective agreement which speaks to all of the issues identified in the language proposed by the Union. In fact, the Radio Operators covered by that collective agreement work directly alongside the Marine SAR Co-ordinators (Exhibit K).

The Proposal

This section will break the proposal down into its major component parts to show exactly what the Union proposes and the rationale for each change to the collective agreement.

25.09

- (a) Where hours of work are scheduled for employees on a rotating or irregular basis, they shall be averaged over a period not exceeding sixty three (63) days:
 - (i) work an average of thirty-seven decimal five (37.5) hours per week
 - (ii) work shifts of twelve (12) hours duration (except as may be otherwise agreed), where a shift is defined as the continuous duration of time between the employee's scheduled start time and the scheduled stop time.
 - (iii) The shift durations in place at each centre shall not be altered except by mutual agreement between the Employer and the authorized Union representative at the regional level.
 - (iv) work consecutive shifts of not more than four (4) twelve (12) hour shifts.
- (b) An employee's days of rest shall be consecutive and not less than four (4) when working a twelve (12) hour shift schedule. The first (1st) day of rest will start immediately after midnight of the calendar day in which the employee worked, or was scheduled to work, his/her last regular shift.
- (c) Notwithstanding clauses (a) and (b) above, the Employer
 - (i) may, no more than twice in a fiscal year, require an employee to work five (5) twelve (12) hour shifts;
and
 - (ii) may, no more than twice in a fiscal year, schedule three (3) consecutive days of rest when working a twelve (12) hour shift schedule.

This clause sets out the basics of how the shift schedule would operate: it contemplates a shift rotation as follows: four (4) consecutive days of work, followed by four (4) consecutive days of rest. Much of this proposal reflects the current operational practice

at the centres. These clauses provide a framework that clearly delineates the scheduling practices, offering clarity to employees, while at the same time providing some flexibility for the Employer.

Since there are five (5) operational centres across the country which may have some variation in the way that they wish to organize their shift patterns, the language in sub-clause (a) (iii) contemplates the potential need to change such a structure and sets out an avenue to negotiate such a change, if required.

Further, this language shows that the Union acknowledges that there can be certain circumstances in which the Employer will need additional flexibility to schedule employees in ways that contravene the normal schedule. This language strikes a balance between the needs of the Employer to cover the work, while protecting the employees from having their shift patterns continually disrupted.

(d) Notwithstanding clause (b) above, the Employer may change days of rest as specified in sub-clause (c)(ii) above, as a result of employee-requested training.

The clause above is quite obviously meant to recognize that a completely inflexible shift arrangement can interfere with the training necessary for employees to do their jobs. Here, the Union acknowledges there are sometimes issues related to the job where some flexibility is required.

(e) Every reasonable effort shall be made by the Employer to avoid excessive fluctuation in hours of work.

This provision is contained under the current Appendix D. This represents no change to the collective agreement.

Scheduling

(f) The Employer agrees to consult with the Union representatives in the establishment of shift schedules.

- (g) The Employer agrees that, before a schedule of working hours is changed, the change will be discussed with the appropriate representative of the Union, if the change will affect a majority of the employees governed by the schedule.

This language on consultation with the Union differs little from the current collective agreement language. It does provide for mandatory consultation when the shift schedules are established in the first place and when a change to the schedule affects a majority of the employees. Consultation, of course, should be a necessary part of the scheduling process. Where the schedules and hours of work of employees are affected, the baseline of a reasonable employer should be to consult with those employees who are affected.

- (h) Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer. Once an exchange of shifts has been approved, it will be the responsibility of the employees involved to report for duty in accordance with the approved exchange

This represents no change to the collective agreement.

- (i) An employee's shift schedule shall cover a period of at least sixty-three (63) days and shall be posted thirty (30) days in advance of its starting date. Every reasonable effort will be made by the Employer to minimize changes to an employee's days of rest. If an employee is given less than fifteen (15) days' advance notice of a change in his/her shift schedule, s/he will receive a premium rate of time and one-half (1 ½) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at the hourly rate of pay. Such employee shall retain his/her previously scheduled days of rest next following the change or if worked, such days of rest shall be compensated in accordance with the overtime provisions of this Agreement.

The first two elements of this proposal are simply to enshrine the long-standing current practice in the collective agreement. The shift schedule is to be 63 days long, and this schedule is to be posted 30 days in advance. These are very basic principles to put into the collective agreement to ensure that employees have sufficient advance notice of their working hours. This allows them to plan their lives in the short-term future.

Further, this proposal seeks to add some modest protection from the Employer changing employees' hours with short notice. Under this proposal, after the schedule is posted, the Employer would still retain the right to change an employee's shift, however, this clause would penalize the Employer for changing the hours of work without advising the employee 15 days in advance.

Employees are looking to have some stability in terms of their working hours. Approximately two (2) weeks' notice is a reasonable amount of lead time to expect notice for a change in hours of work. This would allow employees to plan their lives away from work, while the Employer could still alter employees' schedules, although they would be required to pay overtime rates when such a change happens on short notice.

Rest Periods - Operating Employees

(j) Where operational requirements permit, the Employer will provide operating employees with meal and relief breaks. Where operational requirements do not permit a meal break, the employee will remain at work and eat the meal on the job.

Other

(k) Employees to whom this memorandum applies shall be subject to clauses 25.10 to 25.13 of this collective agreement.

These two provisions are contained under the current Appendix D. This represents no change to the collective agreement.

Summary

The Union submits that this group of shift workers should be afforded the ability to plan their lives better, knowing when they will be at work. If there is to be a change to their working hours with relatively short notice, they should receive a premium to compensate for the inherent difficulties that this entails: missed appointments, broken plans with family and/or friends and general disruption that such erratic work scheduling would

cause. This small group of employees has asked that they should be able to know ahead of time when they are to work and when they are to be off. Under the current provisions, employees are almost entirely at the whim of their Employer.

Once again, the Employer has already negotiated a virtually identical provision for the RO group. And the employees in that bargaining unit work alongside the employees who are covered under this appendix. The Union submits that their proposal offers some reasonable protections regarding Marine SAR Co-ordinators' hours of work.

Employees are asking to enshrine their current scheduling practices in the collective agreement and to obtain some very basic assurances regarding their hours of work: reasonable notice of their shift schedule and changes thereto, the right to meaningful consultation on scheduling, the ability to exchange shifts, some modest limitations on the Employer's ability to schedule an employee for many consecutive days of work. Any reasonable Employer should be willing to offer such protections to their employees.

NEW APPENDIX "XX"

MEMORANDUM OF AGREEMENT CONCERNING LAB AND X-RAY TECHNOLOGISTS IN THE ENGINEERING AND SCIENTIFIC SUPPORT GROUP WORKING IN PERCY MOORE AND NORWAY HOUSE HOSPITALS

PSAC Proposal

29.01 If an employee is called back to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work,
or
- (b) on the employee's day of rest,
or
- (c) after the employee has completed his or her work for the day and has left his or her place of work,

and returns to work, the employee shall be paid the greater of:

- (i) compensation equivalent to **four (4)** ~~three (3)~~ hours' pay at the applicable overtime rate of pay for each **such** call-back to a maximum of ~~eight (8) hours' compensation in an eight (8) hour period. Such maximum shall include any reporting pay pursuant to clause 32.06 and the relevant reporting pay provisions,~~

or
- (ii) compensation at the applicable rate of overtime compensation for time worked,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

- (d) The minimum payment referred to in 29.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 63.06 of this collective agreement.

29.02 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

Change article 29:

Alternate Provisions

Clauses 29.01 and 29.02 do not apply to employees covered by 29.03 **or by Appendix XX.**

Background

There are six TC group members who work in one of two hospitals in rural Manitoba. One hospital is in the town of Norway House, on the northern shore of Lake Winnipeg, and the other, Percy Moore, is near the town of Hodgson. These two hospitals are small, rural operations, which serve a predominantly First Nations population. They provide coverage to nearby medical clinics and personal care homes. Four of the TC group members who work at these hospitals are laboratory technologists and two members work as X-ray technologists.

The laboratory technologists perform critical functions to the diagnosis of patients at the hospital. They collect blood and other samples, run a variety of medical tests on the samples, perform EKGs (Electrocardiograms), are responsible for day-to-day maintenance of equipment, maintain laboratory records and order supplies. X-ray technologists are trained to operate the radiology equipment at the hospital and they must be certified and maintain membership in two professional organizations. These employees quite obviously perform the necessary role of using X-ray equipment to help properly diagnose diseases and injuries. All six of the TC group members perform work that is high-pressure, requires very quick turn-around and is essential for the proper treatment of patients.

Due to their unique position in the bargaining unit, their demanding operational context and the compensation of their regional comparators, the Union is proposing to add a new appendix to the collective agreement, which would increase the call-back compensation for employees who work at these institutions.

Operational context

There are only a handful of members covered by this appendix because Health Canada, through its First Nations and Inuit Health Branch, has the responsibility for direct program delivery in only two hospitals in the country. These are the two small hospitals in Norway House and Hodgson. There has been an increase in the client population both in number and age. This has led to an increased work load, including a higher incidence of night-time call-backs. The operational context for these employees is not adequately captured in the current collective agreement which covers more than 10,000 employees, none of whom work in the same type of environment as these employees.

The technologists at these two institutions all work very demanding jobs with little distance from their work. In Norway House, the employees live in a town house that is directly adjacent to their work place. Since there are so few employees to work at the hospitals, the laboratory and X-ray technologists are required to be on standby almost constantly. Their work is very important to the functioning of the hospital. This fact, combined with such a small staff complement, means that these employees are on standby for days at a time. In fact, technologists in Hodgson need to be on 24 hour call for a minimum of 15 days out of each month. Further, their work frequently requires a high number of call-backs on each standby shift.

An X-ray technologist described a situation where she was on permanent standby. This meant that she could be called back to work to take X-rays at any time. She was never entitled to have the peace of mind to know that she could sleep for one full night without interruption. Eventually, even with the threat of being disciplined, this employee, on the brink of exhaustion, informed her supervisor that she could only be on constant standby for one entire week at a time. And on every other week, she would perform her hours of work, but would not perform call-backs. While this resolved the situation, it does demonstrate how difficult the operational context is on the technologists who work at these hospitals.

The technologists recognize that there will be strenuous demands placed on them in their line of work. Obviously, emergencies require that blood tests or X-rays will need to be performed outside of normal working hours. It is not uncommon for employees to get called back to work many times in one night. The primary issue of concern for these members is to be adequately compensated for the high number of call-backs that they are required to perform.

The number of call-backs for these employees is quite staggering. Below, is a list of the number of call-backs performed by one employee at one of these Manitoba hospitals over the period of one year.

Lab Technologist, Percy Moore

Month/year	Number of Call-backs	Staffing Full time / casual
January, 2008	18	3 /2
February, 2008	32	3 /2
March, 2008	24	3 /1
April, 2008	17	3 /1
May,2008	34	3 /1
June, 2008	23	3 /1
July, 2008	30	3 /1
August, 2008	33	2/1
September, 2008	57	2/0
October, 2008	49	2/1
November, 2008	49	2/1
December, 2008	41	2

Note: Until August, 2008 in the lab there were 3 full technologists on staff. One of them, holding a term position, handed in her resignation mentioning poor working conditions as far as time off was concerned. The only casual technologist, who was available to replace the indeterminate workers for an occasional weekend, resigned

as of November. As of December 2008, there are only 2 lab technologists on staff who are expected to provide 24/7 coverage with 3 very busy clinics and 3 Personal Care Homes in the area.

This is an extremely onerous call-back schedule. Their compensation should reflect the difficult and tiring environment in which they work.

Current Practice

Call-backs are currently compensated according to a complex formula, which the Employer has interpreted to be capped at eight hours of straight time pay per eight-hour period.

Let's consider one example: a night, which is not a day of rest and where an employee gets called back to work three times.

1. The first call-back happens at 8:00 PM. Under this system, the first call-back is paid at 3 hours at the overtime rate. This is not the employee's second day of rest, so this call-back is compensated at time-and-one-half: 4.5 hours of pay.
2. The second call-back occurs at 12:30 AM: the employee is woken up and comes to work to perform a blood test. This call-back is subject to the cap of 8 hours of straight-time pay. Thus, compensation is limited to a maximum of 3.5 hours of pay.
3. The third call-back happens at 3:00 AM. The employee is woken up once again, and comes to work for 30 minutes to perform another test. When this third call-back occurs, the employee has already reached their maximum of 8 hours of straight-time pay. Thus, this third call-back is only compensated at time worked for those 30 minutes. It is paid at overtime rates, so the employee receives 45 minutes of compensation.

Clearly, it is very inconvenient to be called into work repeatedly in one evening. But under the current system there is a perverse effect: the more often an employee is called back to work, the less they are compensated each time they return to work. The

Union's proposal recognizes that an employee should be compensated the same amount each time they return to work,

RATIONALE

Under the Union's proposal, all call-backs are paid at a uniform rate of three hours of overtime per call-back. That would mean 4.5 hours of compensation would be paid for each of the call-backs in the example above. The Union's proposal would remove the maximum cap and it would provide proper compensation for the inconvenience of being woken up and coming back to work to perform necessary tasks.

This proposal would not be a very large cost item. First, it would only be relevant to six employees. Second, it would only have a financial impact on days where there are repeated call-backs. It would have no financial impact on days where there is only one call-back. On days where there are two call-backs, it would have a minimal impact: it would provide for one more hour of compensation when there are two call-backs in an eight hour period. However, on days where an employee gets repeatedly called back to work, this substantial inconvenience would be properly compensated.

What exists elsewhere for workers in those locations?

The Union's proposal for call-back compensation is the norm for other unionized environments in the region. We have attached provisions from nine other collective agreements for health authorities in Manitoba, covering a broad geographical range. When looking at provisions for employees who have similar types of schedules, involving frequent standby periods and a high number of call-backs, every single one contains the provisions that the Union is proposing (Exhibit L).

Employer	Collective Agreement Language on Call-backs
Winnipeg Health Authority	Minimum of 3 hours at the overtime rate
Interlake Regional Health Authority	Minimum of 3 hours at the overtime rate for each such call back
The Pas Health Complex	Minimum of 3 hours at overtime rate, double time starting after three hours of 'actual work'
Misericordia Health Centre	Minimum of 3 hours at overtime rates for each such call back
7 Oaks General Hospital	Minimum of 3 hours at overtime rates for each such call back
St Boniface General Hospital	Minimum of 3 hours at overtime rates or until the start of her regular shift if less than 2 hours
Victoria General Hospital	Minimum of 3 hours at overtime rates for each such call back
Brandon Regional Health Authority	Minimum of 3 hours at overtime rates for each such call back. If 'not on call' then employee gets special premium of 3 hours on the on-call rate in addition to the call back
Burntwood Regional Health Authority	Minimum of 3 hours at overtime rate, double time starting after three hours of 'actual work'

The call-back provisions in these agreements contain no limits on the compensation for call-backs in a certain period of time. Further, in a number of these collective agreements, the language is the clear language that the Union is proposing: 3 hours at overtime rates will apply to “each such call-back.”

In addition, the norm for standby pay across other regional comparators is double that of the TC group’s entitlement. When looking at the same nine comparators, every collective agreement contains a standby rate which provides 2 hours of compensation for every 8 hours on standby. The TC group gets one hour of compensation for 8 hours on standby. However, the Union has not even proposed this amendment, which would also significantly increase the compensation package for employees at these hospitals,

as they are on standby very often, and sometimes indefinitely. The Union is only seeking a change to the compensation for call-back.

The comparators clearly show that the TC group employees are receiving a much lower entitlement than those who work for other hospitals in the region. The issue is made more problematic for the TC group employees in that the lower entitlement makes it more difficult to recruit relief employees to their facilities when they want to use their annual leave each year. Due to the nature of their work, there is the need to ensure that a relief worker will come in and perform the technologist's duties when they are off on leave. It can be difficult in the first place to recruit a relief worker to these small communities for a short period of time. However, since the call-backs form a substantial part of the compensation package for these employees, the lower entitlements for call-back are an additional disincentive for relief workers to come and take over for those periods of time.

CONCLUSION

In summary, there are three reasons why this small group of members is seeking this change to the collective agreement.

First, it's an issue of fairness in compensation. These employees seek to receive compensation that is commensurate with the duties they are required to perform and with the amount of disruption that call-backs have on their lives. When one's life is so substantially disrupted by being called back to work frequently, there should be a corresponding level of compensation for the inconvenience, lack of sleep and disruption to their lives. The current system, whereby the compensation decreases for each additional call-back, makes no sense. Second, it's an issue of comparability. These employees seek to be on par with the other hospital workers in their province. Third, it's an issue of easing operational difficulties. The call-back compensation forms a significant portion of the compensation package to these employees. Call-back pay, which is not comparable to the other regional hospitals, makes it difficult to recruit relief employees to come to these hospitals. Relief employees, of course, are essential to allow indeterminate employees to take their vacation leave each year.

The Union submits that its proposal to introduce a new appendix for technologists in these two Manitoba hospitals should be a part of the arbitral award.

PART 3
WAGE DEMAND

A. PSAC WAGE PROPOSAL

.APPENDIX “A” RATES OF PAY

PSAC Proposal

Increase all rates of pay in Appendix A as follows:

June 22, 2007: 2.3%

June 22, 2008: 1.5%

June 22, 2009: 1.5%

June 22, 2010: 1.5%

June 22, 2011: 13.5% as per the pay study done by the PSLRB

RATIONALE:

The “principle of fair comparison”⁶ has historically been the dominant standard applied in interest arbitration.⁷ As Arbitrator Kenneth Swan has noted, fairness is “an essentially relative concept, and...therefore depends directly upon the identification of fair comparisons...to be meaningful; indeed, all...pleas for fairness inevitably come around to a comparability study.”⁸

Accordingly, the Union’s wage proposal is based upon three broad principles which together are rooted in reasonable and appropriate comparisons, taking into account both internal and external comparators and circumstances. The three principles are:

1. fairness and equity within the core public administration
2. fairness and equity within the context of current trends
3. fairness with respect to outside market comparators

⁶ Kenneth P. Swan, *The Search for Meaningful Criteria In Interest Arbitration: The Canadian Experience* (Kingston: Queen’s University Industrial Relations Centre, 1978) at 12 [Swan]. (Exhibit M)

⁷ See *ibid.* and J. Sack “Ability to Pay in the Public Sector: A Critical Appraisal” (1991) 2 Lab. Arb. Yearbook 277 at 280, fn. 8 [Sack]. (Exhibit M)

Principles number 1 and 2 will deal predominantly with the wages during the restraint period as the arguments are solely comparable to the retroactive period and the near future. Principle number 3 will justify the market increase proposed for 2011, using the PSLRB pay study.

Before discussing the three principles, the Union wishes to mention the Employer's ability to pay. The concept of 'ability to pay' has been rejected as a relevant criterion in public sector disputes by the overwhelming majority of arbitrators. While ability to pay clearly exists as an issue in the private sector,

“public sector employers always have the ability to pay through the use of the taxing power directly or indirectly. In the public sector, ‘ability to pay’ means simply that the employer, for reasons which are often political, does not *want* to pay.”⁹

Of course, this does not mean that ‘anything goes’ as far as the Union's monetary demands are concerned. But there is a difference between the ability to pay and an arbitrary limitation of wage increases based on the decision of the public sector employer. Political rhetoric aside, such limits are nothing more than decisions by the employer about how much it wants to make available.

It has been recognized many times over by arbitrators that public service employees should not be required to subsidize public services through substandard wages. Governments should not be permitted to shirk their responsibilities for making political decisions by hiding behind a purported inability to pay. The ability of the Employer to pay the reasonable proposals of the Union is entirely within its control.

⁸ Swan, *ibid.*, at 11.

⁹ Teplitsky, Martin “Ability to Pay in the Public Sector: An Arbitrator's Viewpoint” (1991) 2 Lab. Arb. Yearbook 277 at 280, fn. 8 (Exhibit M)

Principle No. 1: Fairness and equity within the core public administration

Recent PSAC settlements for comparable units

The following table summarizes recent settlements reached by PSAC bargaining units in the core public administration, and at the Canada Revenue Agency.

	Term (yrs)	Annual economic increase (percent)				Average annual increase (%)
		2007	2008	2009	2010	
Canada Revenue Agency	3	4.2	2.5	2.5 ¹⁰	-	3.1
FB Group (Border/Frontière)	4	11.5	1.5	5.3	1.5	4.9
SV Group (Operational Services)	4	2.3	1.5	6.9	1.5	3.1
PA Group (Program and Admin. Services)	4	2.3 + 7.6 lump	1.5	1.5	1.5	3.5
EB Group (Education and Library Science)	4	2.3 + 6.1 ump sum	1.5	1.5	1.5	3.2
Average	-	7.3	1.7	3.5	1.5	3.5

The Union's wage proposal under the *ERA* compounds to an average of 1.7 percent per year over the restraint period. As the above table shows, the Union's wage proposal, limited by the *ERA* for the years between 2007 and 2011 is less than half of the average settlements for other major PSAC groups in the core public administration.

Notes on the settlements above:

The Canada Revenue Agency and the PSAC came to a tentative agreement in October 2007. Employees received an average immediate increase of 1.67 percent due to

¹⁰ This figure represents the negotiated economic increase for starting in the year 2009. This is slated to be rolled back to 1.5% under the ERA. The PSAC, though, is challenging the ERA as non-constitutional in the Ontario Superior Court.

conversion to universal classification and 2.5 percent economic increases for each year of the 3 year agreement.

The PSAC and Treasury Board came to a tentative agreement for the Border/Frontière group in November, 2008. Members received an average increase of 13 percent due to conversion to universal classification and a market increase, and economic increases of 2.3 percent, 1.5 percent, 1.5 percent and 1.5 percent in a four year agreement.

The PSAC and Treasury Board came to a tentative agreement for the Operational Services group in November, 2008. Members received an average increase of 6.8 percent due to harmonization of regional rates of pay to one national rate of pay. Not all members of this group benefited from this change, as some of the occupational groups already had one national rate of pay. All groups received economic increases of 2.3 percent, 1.5 percent, 1.5 percent and 1.5 percent in a four year agreement.

The PSAC and Treasury Board came to a tentative agreement for the Program and Administrative Services group, and Education and Library Science group in November, 2008. Members received a lump sum of \$4,000 upon signing of the collective agreement. Due to the different average salaries for these bargaining units, the percentages in the table are not equal. All members of these groups also received economic increases of 2.3 percent, 1.5 percent, 1.5 percent and 1.5 percent in a four year agreement.

The *Expenditure Restraint Act*, of course, limits any increases to rates of pay during the restraint period beyond the mandated economic increases. But it is noteworthy that when looking at these recent settlements with core public administration groups, the TC group was the only one not to be offered any additional compensation beyond the economic increases of 2.3 percent, 1.5 percent, 1.5 percent and 1.5 percent. This is in spite of the fact that the group was the subject of a pay study run by the Compensation Analysis and Research Service of the Public Service Labour Relations Board during this round of negotiations. More will follow on that pay study under principle number 3,

showing that the TC group was paid significantly less than its market comparators. The Union is extremely displeased that the TC group members have been offered less than all of their counterparts who work for the core public administration. The Union is dismayed at the bad faith on the part of the government by introducing the *Expenditure Restraint Act* in the middle of the negotiations process, allowing the Employer to avoid dealing with substantive issues in arbitration during the restraint period.

Principle No. 2: Fairness in the context of trends and circumstances

Due to the introduction of the *ERA*, the Union’s wage proposal during the restraint period is well below the recent wage trends and current economic circumstances.

Wage trends

Wage increases have been consistently above the numbers in the restraint period over the past several years. More specifically, information published by the Human Resources and Social Development Canada’s Labour Program (Strategic Policy, Analysis, and Workplace Information Directorate) shows that wage adjustments in the public sector have been almost consistently above the highest number in the restraint period.

Average annual percentage wage adjustments by year

	2006	2007	2008	2009
Public sector	2.6	3.4	3.5	2.3
Private sector	2.3	3.2	2.7	3.3
Average	2.5	3.3	3.3	2.3

Note: Data for 2007 cover the months of January through April.

Source: Strategic Policy, Analysis, & Workplace Information Directorate, Labour Program, HRSDC. (May 13, 2009)

Average annual percentage wage adjustments by quarter

	2008			
	Q1	Q2	Q3	Q4
Public sector	3.3	3.1	4.5	3.4
Private sector	3.9	1.7	3.0	2.9
Average	3.4	2.4	4.1	3.3

Source: Strategic Policy, Analysis, & Workplace Information Directorate, Labour Program, HRSDC. (May 13, 2009)

In spite of the economic downturn, wage projections for 2009 show pay rates increasing healthily over the next year. For example, Mercer's *2009 Global Compensation Planning Report* pegs Canada's average pay increase at 3.8 percent for 2009.¹¹ Hewitt Associates' most recent Salary Increase Survey, which contains revised numbers for the economic downturn, projects an average increase of 2.8 percent for employees.¹² Similarly, the Conference Board of Canada's prominent *Compensation Planning Outlook* study for 2009 projects wage settlements for non-unionized workers to average 3.9 percent in 2009, although it now expects that projection to fall by approximately one-half of a percentage point due to the economic downturn.¹³

Public sector wage adjustments trended upwards from 2006 to 2008 and were consistently over 3 percent through the last year. Given the strong wage projections for 2008, the arbitrary nature of the *Expenditure Restraint Act* is clear. The wage limits are well below the market trends.

Economic growth and inflation

The major banks' current projections for Canadian economic growth all project negative growth in 2009, with a strong rebound in 2010.

¹¹ Mercer, News Release, (27 August 2008), online: Mercer <<http://www.mercer.com/summary.htm?siteLanguage=100&idContent=1321195>>.

¹² Hewitt, News Release (6 November 2008), online: Hewitt <<http://www.hewittassociates.com/Intl/NA/en-CA/AboutHewitt/Newsroom/PressReleaseDetail.aspx?cid=5836>>.

¹³ Conference Board, Report Summary, (February 2009), online: Conference Board of Canada <<http://www.conferenceboard.ca/documents.aspx?did=2759>>.

GDP growth (percent) – actual & projected (current to May 2009)

	2007	2008	2009 (projected)	2010 (projected)
BMO			-2.5	1.8
CIBC			-2.7	1.5
Desjardins			-3.0	1.4
National Bank			-1.5	2.5
RBC			-1.4	2.6
Scotiabank			-2.6	1.7
TD Economics			-2.4	1.3
Actual, or average projected	2.7	0.5	-2.3	1.8

Source: BMO Capital Market Economics; CIBC World Markets; Desjardins Economic Studies; National Bank Economic Research; RBC Economics Research; Scotia Economics; TD Economics.

As the above table illustrates, the private sector consensus points towards recovery in the Canadian economy within a year's time. Again it is worth noting that the restraint period under the *ERA* reaches well past the point when most economists are predicting recovery in the economy.

Another key economic factor is the rate of inflation, which is currently forecasted to drop below one percent in the coming year, and then rebound to near two percent in 2010.

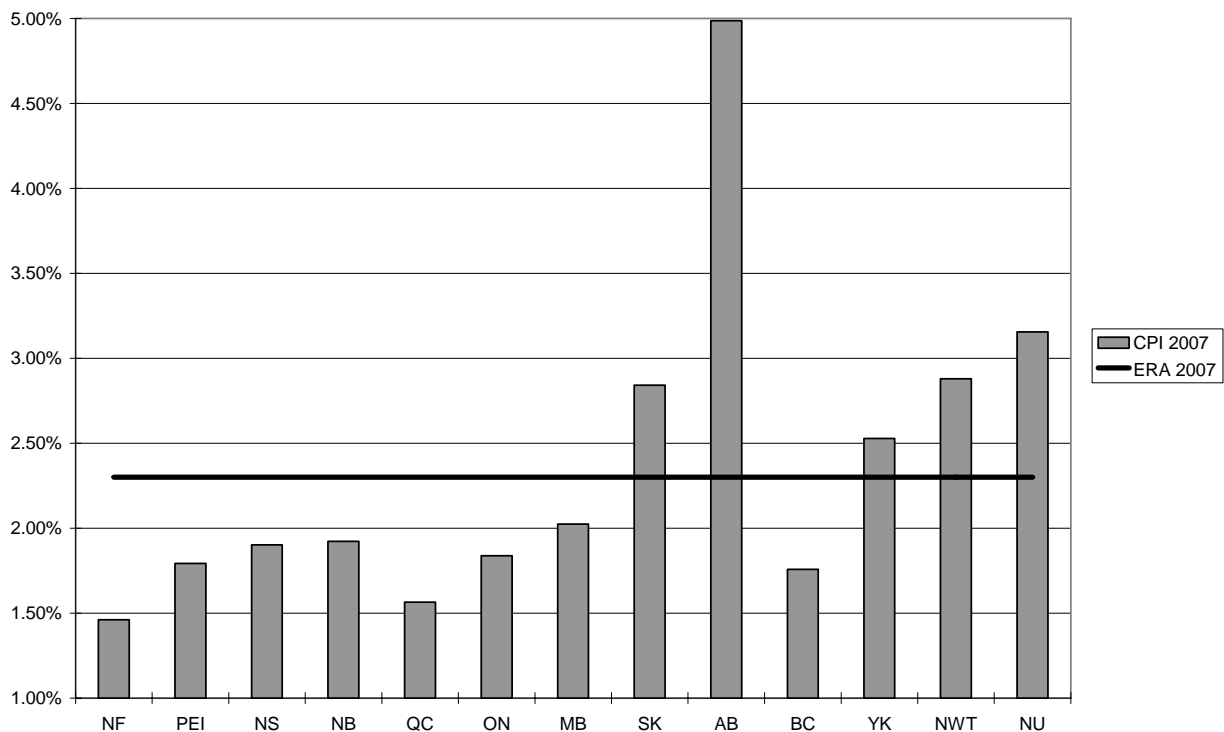
Inflation rate (percent) – actual & projected (current to May 2009)

	2007	2008	2009 (projected)	2010 (projected)
BMO			0.6	1.8
CIBC.			0.4	1.7
Desjardins			0.0	1.4
National Bank			0.0	1.8
RBC			0.4	1.4
Scotiabank			0.1	1.5
TD Economics			0.9	0.8
Actual, or average projected	2.1	2.4	0.3	1.5

Source: BMO Capital Market Economics; CIBC World Markets; Desjardins Economic Studies; National Bank Economic Research; RBC Economics Research; Scotia Economics; TD Economics.

The numbers in the table above show the inflation rate for 2007 was slightly below the 2.3 percent compensation increase limit of the *ERA*, while the inflation rate for 2008 was well above the 1.5 percent limit. Projections are for a very low inflation rate in 2009, rising back up to a moderate level in 2010. This does not show the entire picture, as the cost of living is rising very differently in each jurisdiction across the country.

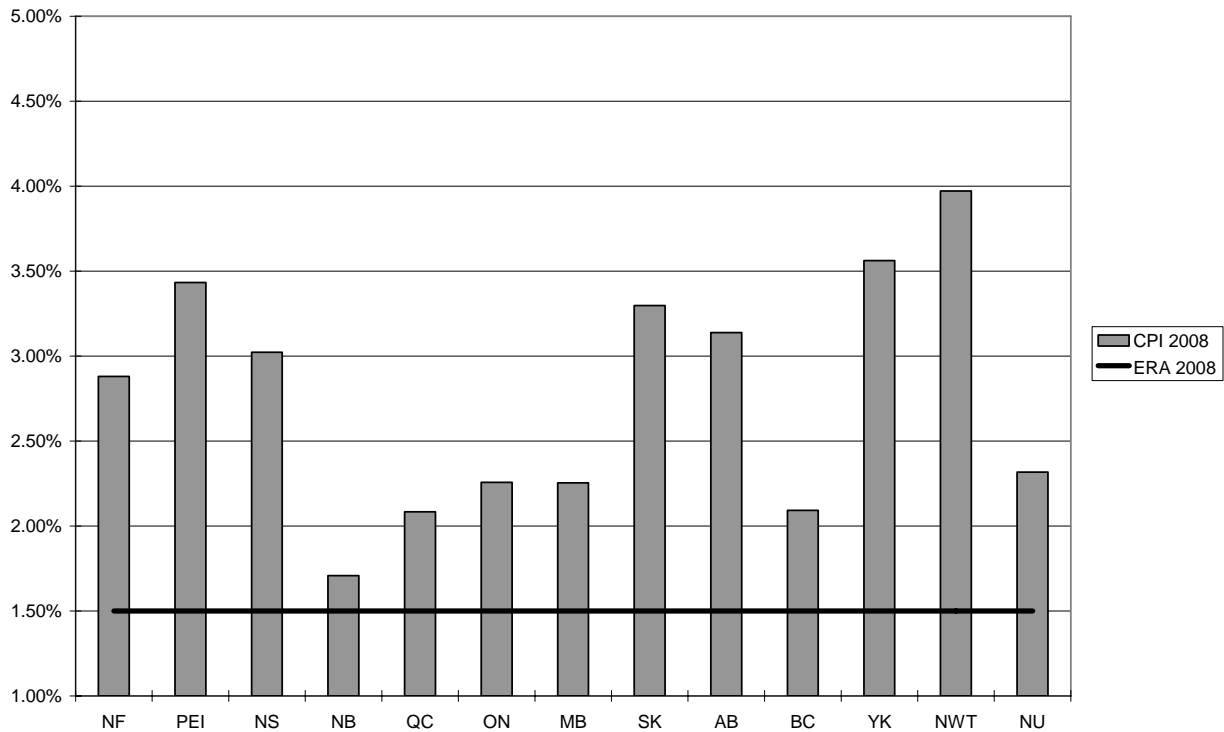
Consumer Price Index Increases by Province/Territory 2007



Source: Statistics Canada

The above table demonstrates that, although the national rate of inflation was exceeded by the 2.3 percent maximum wage increase under the ERA, members in many jurisdictions across the country will see real wage declines with a 2.3 percent wage increase. Specifically, residents of Alberta, Saskatchewan and all three Territories will see their real wages decline under the *ERA* in 2007.

Consumer Price Index Increases by Province/Territory 2008



Source: Statistics Canada

The above chart shows that inflation in 2008 in every province and territory exceeded the wage limit under the *ERA*. In 2009, the real wages of every TC group member will diminish under the Act.

Looking at the complex picture of the economic circumstances for the restraint period, there is a clear picture that the Government of Canada has over-reached with the arbitrary compensation limits during the restraint period.

Principle No. 3: Fairness with respect to outside market comparators

Not only during the restraint period, but even before the government's imposition of compensation increase limits, TC group members in all groups and classifications have suffered significant erosion of their real wages. They have experienced a widening gap

in the wages they are paid in comparison to their private-sector counterparts. Salary gaps also exist between the TC group and some of their federal public sector counterparts. In this section, we will bring forward concrete evidence of this wage gap by examining the pay study conducted through the Public Service Labour Relations Board (PSLRB), and other available data on actual wages paid for comparable jobs with other employers. We will show that TC group members are underpaid for the work they do, a problem that requires a prompt remedy if the federal government wants to be able to fully deliver on its mandate to Canadians.

Data in this section will be made using a variety of sources. Primarily, we will use data from the PSLRB pay study. However, this will also be supplemented by data on a number of groups for which data was not available for the PSLRB study or for groups where there were significant problems using the PSLRB data. These other sources include a pay study performed by Watson Wyatt, a consulting firm which publishes data on pay and benefits.

Also, the comparisons will draw on other groups from the federal public administration. The classification system used by the Employer often has perverse effects. Employees in a number of classifications end up working directly alongside other people who do almost the exact same job, yet are classified differently. This leads to a situation in which one class of employee is actually compensated at levels which are sometimes thousands of dollars more per year than that of the other classification. This leads to very obvious morale issues for the group that is paid less. Unfortunately, this is not uncommon in the federal public administration.

Until the Employer agrees to fix its archaic and broken TC classification standard, problems are likely to continue. The Union would like to see employees treated equally in the meantime. If two people have virtually identical job descriptions, they should be equally compensated.

The PSAC uses the data at the third quartile rate measure for comparison with the maximum rate in the public service. The third quartile rate (Q3) is the salary point at or above which 25 per cent of the employees in the survey are paid. PSAC believes that this is the most appropriate comparison since it most accurately compares with the job rate and has been acknowledged as such by the Public Service Commission dating back to 1954.

Our direct data comparisons cover the vast majority of the TC group and provide more than adequate justification for the wage increases proposed by the PSAC. The evidence will begin with a general discussion of the PSLRB pay study, including its findings and its limitations. This will be followed by an analysis of the pay study and other market indicators for five of the six classifications in the TC group. Due to the vast range of duties performed by members of the TC group, there are difficulties inherent in assessing pay comparability. This brief will demonstrate that there are a number of pay disparities across classification by certain jobs. It will make reference to the most populous groups and extrapolate these issues to the wider TC group. The order of this discussion will be as follows:

- Discussion of the PSLRB Pay Study

- Classification-specific results
 - I) Technical Inspectors
 - II) Engineering and Scientific Support
 - III) General Technical
 - IV) Primary Products Inspection
 - V) Drafting and Illustration

Significant pay disparities exist between the TC group and their comparators. Whether it be their private or public sector counterparts, the problem is the same for TC members; they are not receiving the requisite remuneration for the important role they play in protecting the safety and security of Canadians.

B. PSLRB PAY STUDY

In November 2006, the two parties signed a MOU (Exhibit N), requesting that a compensation comparability study be conducted by the Compensation Analysis and Research Service (CARS) of the Public Service Labour Relations Board (PSLRB). The Union and the Employer both sat on a joint technical committee (JTC), advising the PSLRB/CARS. The study itself was conducted by AON Consulting. The JTC met frequently with PSLRB/CARS and AON to determine the requirements and to distil the final data into a useful report for the parties. To this end, from November 2006 to April 2008, the parties met on a semi-regular basis.

The JTC helped to determine the requirements of the study, the positions to be surveyed, and the format and composition of the outcomes of the study. Both parties had a significant amount of input through the pay study process. Disagreements between the parties were mediated and ultimately arbitrated by the PSLRB.

The pay study surveyed a total of 30 jobs from a variety of classifications and levels. The sample contained almost every bargaining unit job with more than 50 incumbents. Due to the dispersed and varied nature of the jobs in the bargaining unit, this was deemed by both parties to be a reasonable cut-off to sample the entire bargaining unit. In total, the surveyed positions covered approximately half of the population of the bargaining unit.

The survey, which was sent by AON to hundreds of potential respondent organizations, included a very long list of compensation-related questions. One of the questions related to the 'quality of match'. In this question, the respondent organization was to indicate whether the comparator to the TC group employee had more, equal or less responsibility than the TC group employee.

After the initial 'final report' (Exhibit O) was sent to both parties, the Employer asked AON to perform a supplementary analysis on the pay study data after the final report

had been submitted. This request was for analysis which showed only the data where the respondent deemed their organization's job to have a level of responsibility that is equal to that of the Federal Public Administration job. This produced the most sound comparator data in that it compares 'apples to apples', and cleans out the data that is not relevant or only marginally relevant to the surveyed occupations.

All figures in the sections that follow will use the data from this run of the pay study. This analysis will only include comparators that were deemed to have a high quality of match to the TC group job being surveyed. The full report containing "exact matches" only is included as Exhibit P.

PSLRB Pay Study Results

Three tables are presented below, breaking down the results of the pay study. All of these tables were made using the following assumptions:

- The data reflects all jobs that were surveyed and matched to comparators that had the same level of responsibility
- The TC group job rate is the reference point for their jobs – the vast majority of TC members are at their job rate, making this the most relevant measure of their salary
- With respect to columns that contain percentages, positive numbers signify the percentage that the TC group members are behind their comparators. Negative numbers signify that the TC members are paid more than their comparators
- All rates of pay were expressed as hourly rates of pay to ensure that differences in hours of work were properly captured

The first table below contains information directly from the PSLRB pay study. It contains the survey information on the following information, in the following order:

- Basic Information: Job title, Treasury Board classification (Class'n), Number of incumbents in that position (Incum.), and the current hourly job rate of pay for that classification (TB Job Rate).

- Comparison at the Third Quartile: These columns show the comparators' hourly rate of pay at the third quartile and show the difference between that rate of pay and the TC group's rate of pay in dollars and in percentages.
- Comparison at the Median: These columns show the comparators' hourly rate of pay at the median and show the difference between that rate of pay and the TC group's rate of pay in dollars and in percentages.
- Comparison at the Mean: These columns show the comparators' hourly rate of pay at the mean and show the difference between that rate of pay and the TC group's rate of pay in dollars and in percentages.
- All weighted averages are calculated using the number of incumbents working each job in the TC group. For example, if there are 10 Fishery Officers and 100 Publications Designers, the gap shown for Publications Designers will have 10 times the weight of the gap for the Fisheries Officers.

Job Title	Class'n	Incum.	TB Job Rate	AON 75th Perc	Diff	%Diff	AON Median	Diff	%Diff	AON Mean	Diff	%Diff
Junior Fishery Officer	GT-02	29	24.10	31.69	7.59	31.50%	31.69	7.59	31.50%	30.33	6.23	25.86%
Draftsperson	DD-04	91	25.50	27.72	2.22	8.70%	25.35	-0.15	-0.59%	24.79	-0.71	-2.79%
Publications Designer	GT-02	150	24.10	24.21	0.11	0.46%	24.21	0.11	0.46%	25.10	1.00	4.16%
Agriculture/Foods Inspector	PI-01	83	23.47	35.79	12.32	52.49%	24.21	0.74	3.15%	28.87	5.40	23.01%
Senior Inspector	TI-04	85	28.79	41.09	12.30	42.72%	30.72	1.93	6.70%	33.97	5.18	17.99%
Quality Assurance Representative	TI-05	100	32.23	42.41	10.18	31.59%	33.65	1.42	4.41%	34.38	2.15	6.68%
Aircraft Maintenance Engineer	EG-05	114	33.89	32.63	-1.26	-3.73%	32.63	-1.26	-3.73%	32.30	-1.59	-4.70%
Team Leader												
Aircraft Maintenance Engineer	EG-06	45	37.28	35.61	-1.67	-4.48%	35.61	-1.67	-4.48%	36.03	-1.25	-3.36%
Senior Marine Safety Inspector	TI-07	209	39.89	39.73	-0.16	-0.40%	39.50	-0.39	-0.98%	37.65	-2.24	-5.61%
Environmental Technician	EG-05	147	33.89	41.09	7.20	21.23%	29.78	-4.11	-12.14%	31.36	-2.53	-7.47%
Environmental Inspector	EG-05	60	33.89	44.07	10.18	30.03%	34.22	0.33	0.96%	36.19	2.30	6.78%
Environmental Health Officer (Environmental Inspector)	EG-06	141	37.28	36.89	-0.39	-1.05%	36.89	-0.39	-1.05%	35.08	-2.20	-5.91%
Environmental Officer	GT-05	29	34.28	39.73	5.45	15.90%	34.32	0.04	0.11%	34.09	-0.19	-0.56%
Junior GIS Technician	EG-03	103	23.41	28.02	4.61	19.69%	24.21	0.80	3.41%	24.73	1.32	5.63%
Working Level GIS Technician	EG-04	96	30.81	29.78	-1.03	-3.35%	29.78	-1.03	-3.35%	29.92	-0.89	-2.90%
Senior GIS Technician	EG-05	71	33.89	44.37	10.48	30.91%	44.37	10.48	30.91%	41.25	7.36	21.71%
Intermediate Engineering Technician/Project Manager	EG-04	37	30.81	34.97	4.16	13.49%	26.84	-3.97	-12.89%	29.88	-0.93	-3.03%
Fully Qualified Engineering Technician/Project Manager	EG-05	78	33.89	39.16	5.27	15.54%	35.79	1.90	5.60%	36.29	2.40	7.07%
Specialist Engineering Technician/Project Manager	EG-06	188	37.28	40.70	3.42	9.17%	37.04	-0.24	-0.65%	38.60	1.32	3.54%
Junior Biological/Life Sciences Research Technician	EG-03	500	23.41	29.82	6.41	27.38%	24.21	0.80	3.41%	26.56	3.15	13.45%
Intermediate Biological/Life Sciences Research Technician	EG-04	644	30.81	33.98	3.17	10.28%	33.55	2.74	8.89%	34.09	3.28	10.64%
Senior Biological/Life Sciences Research Technician	EG-05	915	33.89	36.75	2.86	8.43%	36.75	2.86	8.43%	34.26	0.37	1.08%
Weighted averages		3,915				13.49%			4.27%			4.94%

The following two tables combine the information from the table above in various ways. In these tables, the data are expressed as weighted averages by classification and level, or by classification. Again, positive numbers signify that the TC group is behind its comparators and negative numbers show where it is ahead of the outside comparators.

Results by classification and level

Classification	Percentage behind 75th Percentile	Percentage behind Median	Percentage behind Mean
DD-04	8.70%	-0.59%	-2.79%
EG-03	23.53%	3.41%	9.54%
EG-04	6.81%	-2.45%	1.57%
EG-05	17.07%	5.01%	4.08%
EG-06	1.21%	-2.06%	-1.91%
GT-02	15.98%	15.98%	15.01%
GT-05	15.90%	0.11%	-0.56%
PI-01	52.49%	3.15%	23.01%
TI-04	42.72%	6.70%	17.99%
TI-05	31.59%	4.41%	6.68%
TI-07	-0.40%	-0.98%	-5.61%
Total	13.49%	4.27%	4.94%

Results by classification

Classification	Percentage behind 75th Percentile	Percentage behind Median	Percentage behind Mean
DD	8.70%	-0.59%	-2.79%
EG	12.59%	4.68%	4.88%
GT	6.94%	4.74%	6.52%
PI	52.49%	3.15%	23.01%
TI	17.02%	2.05%	2.60%
Total	13.49%	4.27%	4.94%

Summary of the Results

There is a clear trend that the TC group's salary is behind that of its comparators. Looking at the weighted average using any of the groupings above, the TC group is clearly behind its comparators at the third quartile. When using this method, a weighted average of the difference in pay between the 2007 job rate for the Federal Public Administration jobs and the job rate at the 75th percentile in the market shows that there is a gap of 13.5 percent. This is clear evidence that PSAC members of the TC group are underpaid by a fair margin.

The results show a large degree of variation between the jobs, classifications and levels regarding the amount by which they are behind their comparators. But the fact remains that there is clear evidence that TC salaries are behind that of their comparators at the median and at the mean in most cases.

To ensure comparability between occupations within the public service and similar jobs in the market, the Union proposes to close the average gap between the current Federal Public Administration rates and the 75th percentile of the PSLRB pay study. There were a very large number of jobs left out of this survey due to the fact that there are few people who do the job, or due to the fact that there are no ready, external comparators for these groups. Thus, considering the trend and the range of results, the weighted average of the results should be used as a proxy for an overall market increase for the TC group.

The pay study was constructed with comparability as its central purpose. The Union originally proposed a 13.5 percent market adjustment to take effect retroactively to June 21, 2007, prior to applying an economic increase. However, due to the *ERA*, the Union has moved the effective date for its proposal to June 22nd, 2011.

The remainder of this section of the brief will present issues related to the classifications of the TC group. These discussions will present pay study data relevant to that classification and provide other information which supplements the pay study results. There will be explicit reference made to the groups which were meant to be included in the pay study, but for lack of data or lack of proper comparators, they were not. In most cases, these jobs have very clear comparators internally in the Federal Public Administration.

As in the pay study, there are varied degrees of disparity between the pay for the TC group members and those of their comparators. But in each case, a significant disparity will be shown to exist. The data will show the Union's demand for a 13.5 percent market increase to be reasonable and justified.

C. CLASSIFICATION-SPECIFIC RESULTS

I. Technical Inspection (TI)

It is very difficult to find external comparators for the TI group. Many jobs in this classification, by virtue of their work as inspectors with regulatory authority over operators in the private sector, have no readily available comparators with similar duties. However, inspectors are often recruited from industry and a large measure of their comparability may not come directly from salary comparisons, but can be inferred from the level of difficulty that the Employer has in recruiting and retaining employees.

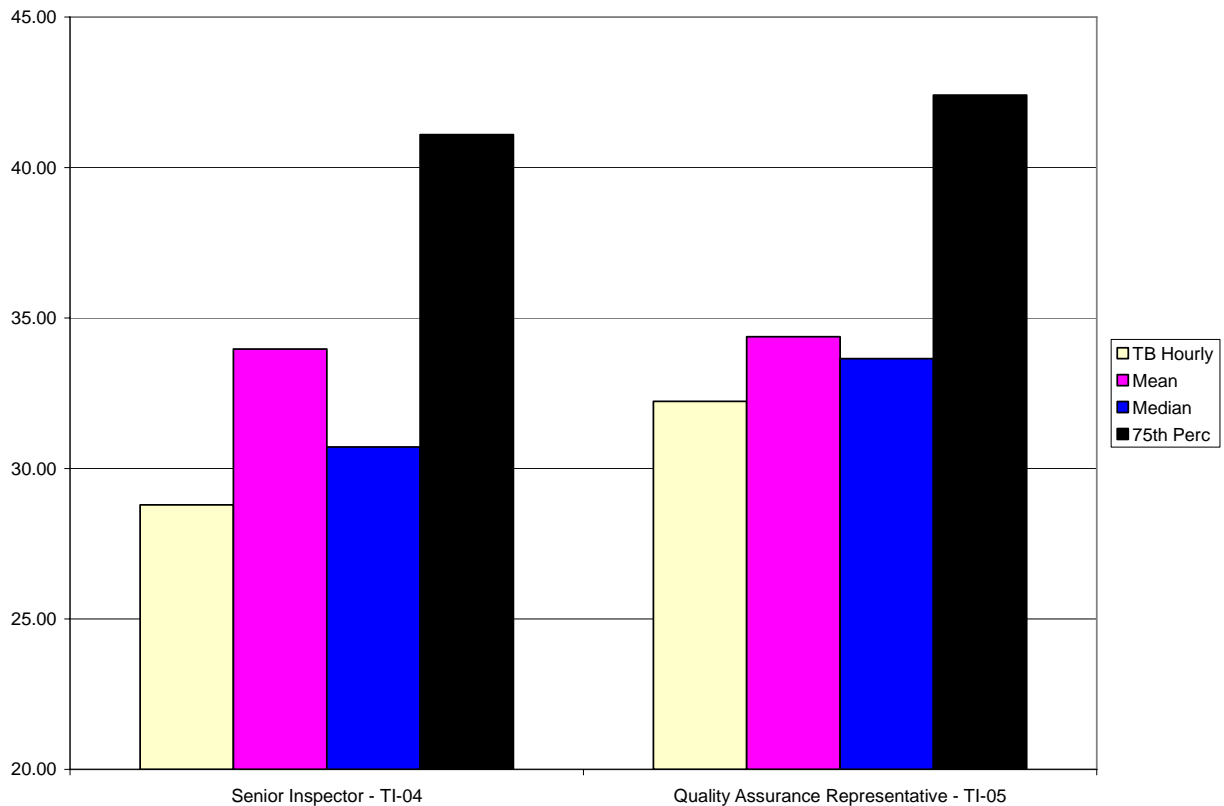
The Community of Federal Regulators held its First Annual National Workshop in 2006, bringing together federal regulators with different roles in the regulatory process from across the country. Attendees worked together to develop a common understanding of the key drivers that are shaping the regulatory environment, the challenges faced by federal regulators, and the commonalities and complementarities amongst community members. They decided that capacity (people and resources) was the biggest challenge facing federal regulators today. This most certainly includes issues of recruitment and retention for regulatory and inspection jobs.

This section will detail the pay study results for metrologists and quality assurance inspectors. It will also provide some internal comparisons, most notably that for the Civil Aviation inspectors. A more fulsome discussion of recruitment and retention of TIs will follow this section on market comparisons.

Pay study results

When looking at the pay study results for the TI classification, these employees were behind their market comparators by 17.0 percent at the 75th percentile, 2.0 percent at the median and 2.6 percent at the mean. The graph below shows the two positions with

good matches in the pay study: Senior Inspector (metrology) and Quality Assurance Representative.



As you can see, both were behind their market comparators at all measures and significantly behind their comparators at the 75th percentile. The Senior Inspector position deals with metrology, the science of measurement. For a group of people who are dealing with regulatory inspection and compliance, they are a very low paid group. The quality assurance representative is also very far behind its 75th percentile mark.

It is also worth noting that there were results from the pay study for the job of Senior Marine Safety Inspector. These results, which were communicated in the final report, were based on five incumbents at three different organizations. The data accords with the consultant's confidentiality rules, in which data gets reported if there were at least three respondent organizations. However, it was not included in this brief as it is preposterous to think that this data can accurately reflect the market for these jobs.

Public Service Comparisons

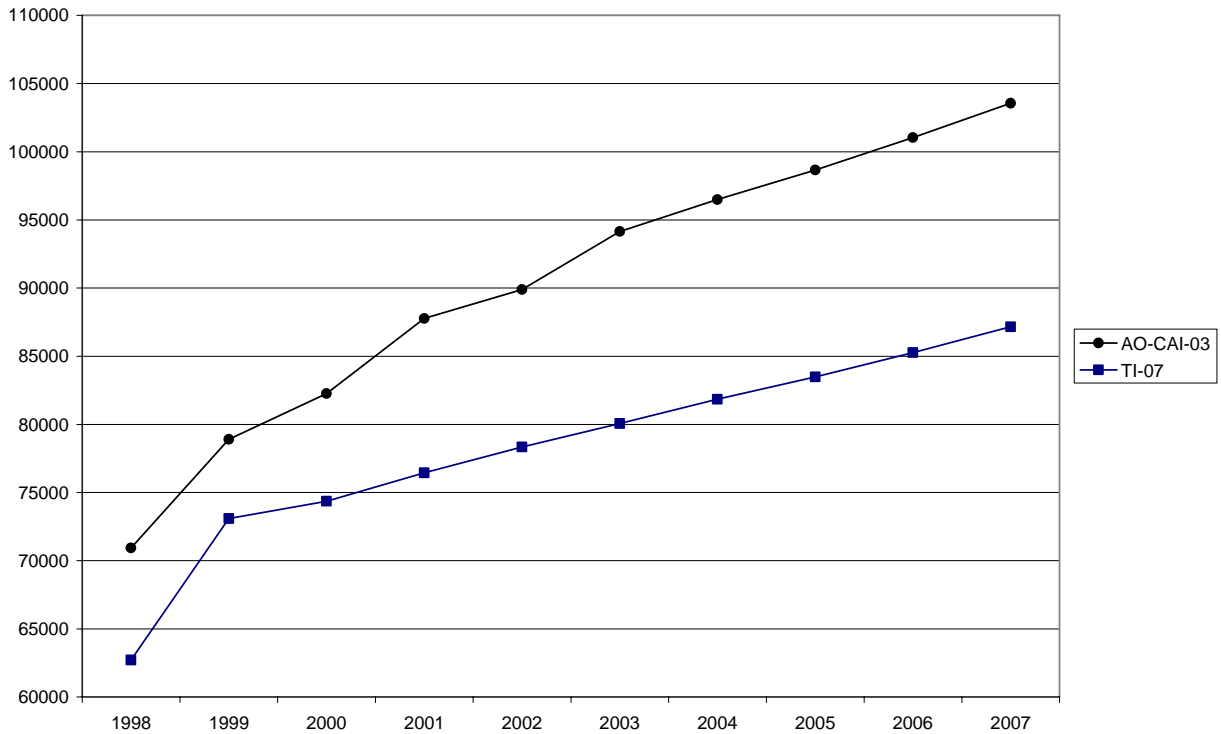
There are some very clear pay disparities for TIs within the federal public service. Some of these are directly attributable to questionable classification practices by the Employer. For example, TI Civil Aviation Safety Inspectors (Enforcement) who perform regulatory compliance investigations, TI Civil Aviation Safety Inspectors (System Safety) who perform safety investigations, and TI Senior Investigators (Transportation Safety Board) who perform aircraft crash investigations, all receive significantly less compensation than members of the Civil Aviation Inspector (AO-CAI) classification, despite identical job duties.

Transportation Safety Board Accident Investigators

There is a group of members classified at the TI-07 level who work at the Transportation Safety Board (TSB). They work alongside a group of pilots, who are classified at the AO-CAI-03 level. These two groups of employees do the exact same work with only one exception: the pilots are qualified to fly an airplane. Despite this difference, their job descriptions are identical. There is no differentiation in terms of which employee can be in charge of an investigation. The only difference is that one group of employees is paid more than \$16,000 over the other. If you have a pilot's license and are classified as an AO-CAI-03 Accident Investigator, you will be paid substantially more than if you are classified as a TI-07.

The graph below shows salary data for the CAI-AO-03 classification vs. the TI-07 classification. The data presented includes monetary compensation that is paid to all members of the bargaining unit. For CAI-AO-03, this includes base salary at the job rate, aviation aircrew allowance and extra duty allowance. For the TI-07 classification, this includes base salary at the job rate and the terminable allowance paid under Appendix P.

CAI-AO and TI Salaries



These two classifications do almost the exact same work. But the CAI-AO-03 earns \$103,562 per year in salary and universal allowances, while the TI-07 earns \$87,166 per year in salary and universal allowances. That difference is more than \$16,000 per year. And as can be seen from the table above, the gap between the salaries for the two groups over the last decade has increased.

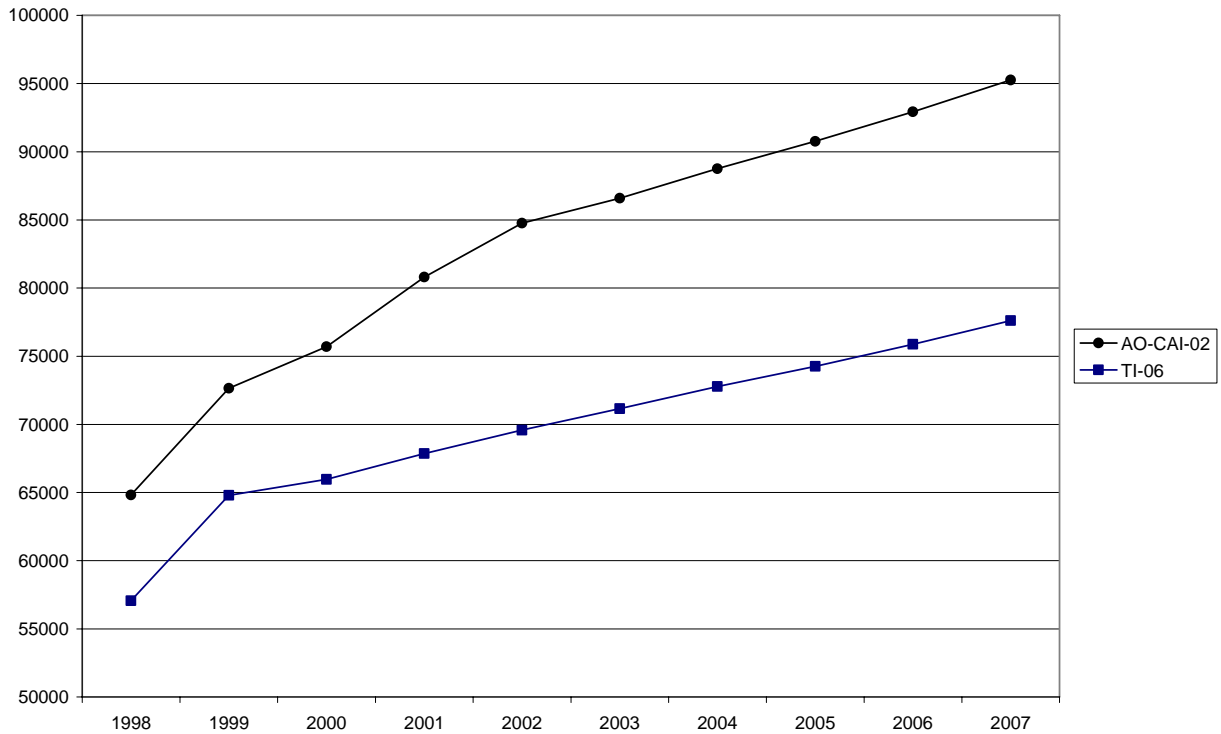
While continuing to do almost the exact same job, in 1998, a TI-07 was earning 88 percent of a CAI-AO-03, while in 2007, this decreased to 84 percent. Again, there are no differences in the job descriptions for these two jobs. It is hard to believe that this Employer can continue to pay two very different rates of pay for the same position.

The jobs of the TI Investigators with the Investigations Directorate at the Transportation Safety Board (TSB) are all extremely technical and highly skilled positions. Investigation work has evolved and increased over the last decade, becoming much more complex, specialized, and requiring advanced knowledge, skills, use of technology and experience. It is a small group of employees – there are approximately 35 TSB TIs across the country, and approximately 20 of them investigate air accidents. However, this inequity in compensation remains a very serious problem for TC group employees at the TSB.

Civil Aviation Inspectors

Civil Aviation Inspectors work at Transport Canada. They examine the airworthiness of airplanes. Similar to the example from the TSB above, there are two classifications of employees who work alongside each other. One group is classified at the TI-06 level and their counterparts are classified at the AO-CAI-02 level. Like at the TSB, the job duties for these two groups, besides having different job classifications, are identical, except that members of the AO-CAI group are qualified to fly airplanes. The graph below shows salary data for the CAI-AO-02 classification vs. the TI-06 classification. The data presented includes all monetary compensation that is paid to all members of the bargaining unit. For CAI-AO-02, this includes base salary at the job rate, aviation aircrew allowance and extra duty allowance. For the TI-06 classification, this includes base salary at the job rate and the terminable allowance paid under Appendix P.

CAI-AO and TI Salaries



These two classifications do almost the exact same work. But the CAI-AO-02 earns \$95,258 per year in salary and universal allowances, while the TI-06 earns \$77,614 per year in salary and universal allowances. That difference is more than \$17,000 per year. And as you can see from the table above, the gap between the salaries for the two groups over the last decade has increased sharply.

While continuing to do almost the exact same job, in 1998, a TI-06 was earning 88 percent of a CAI-AO-02, while in 2007, this decreased to 81 percent. Even if the TI-06 had merely kept pace proportionally with the CAI-AO-02, the member would earn \$6,239 more per year.

At the TSB, and at Transport Canada, both of these disparities have been very long-standing issues for this group of employees. It has been an issue which has been the subject of collective bargaining for many rounds, lobbying has occurred, and it has been

pursued through almost every possible avenue. Yet this Employer has shown no movement on this issue whatsoever. These TI Inspectors and Investigators are looking to have their pay discrepancies fixed in this round of collective bargaining and call upon the Arbitration Board to rectify this problem. This has been and remains a very serious problem for many of our members. The difference in salary between TIs and members of the Civil Aviation Inspectors Sub-Group of the Aircraft Operations (AO) group is significant. It is an issue for morale as it is one of fundamental fairness. How is it that the same Employer can provide such differing levels of salary to two groups who perform the same work?

Also, internationally, Canada appears to value its transportation Inspectors and Investigators much less than other countries. A short list of salaries paid to Civil Aviation Safety Inspectors in a number of other countries follows:

Country	Job Title	Salary	Salary (C\$)¹⁴
Australia	Airworthiness Inspector (2008)	\$110,838 (\$Aus)	\$99,347
England	Inspector of Air Accidents (2008)	£75,000	\$134,099
USA	Aviation Safety Inspector (2008)	>\$100,000 (\$US) ¹⁵	\$115,270

There are very large disparities between how this Employer values its transportation inspectors and how other countries value these employees. It is not uncommon for highly-trained TIs to leave the country to seek employment elsewhere for vastly superior compensation packages.

¹⁴ All currency conversion is current as of May 19, 2009.

¹⁵ There are many vacancies for such position currently in the US. However, the amount of pay varies, as the US government has a pay structure that varies by location of work. In no case was there one vacancy listed with a salary of less than \$100,000.

The Regulatory Inspection Community – Recruitment and Retention

The federal government has established an ongoing working group to deal with “demographic, recruitment, retention, and knowledge loss” in the regulatory and inspection community.

Acknowledging significant problems in these areas, the regulatory/inspection community completed two Demographic Studies (1998 & 2004), which highlighted that recruitment and retention could be challenges for the community.

In the Community’s report entitled *How to Prevent Knowledge Collapse*, which was issued in 2005, the preamble stated the following:

More than just an aging work force

Although the report concluded that sustained increases in recruitment would be needed to offset the dramatic rise in departures, recruitment alone would not solve all the problems.... Another was that the federal government was forced to compete with private industry for new recruits since the highly specialized nature of these positions and their unique accreditation requirements made for limited intra- and inter-departmental mobility within this occupational group.

Meanwhile, although program review had sought to spare the inspection function from significant cuts, many factors conspired to increase the workloads of federal government inspectors. Among these were overall growth in industrial activity as a result of economic expansion, the rapid growth in new products entering the marketplace, and new mandates for regulatory oversight by government in such areas as the blood supply and genetically modified organisms. A growing number of inspectors began expressing their intent to return to the private sector, which offered significantly higher salaries for comparable workloads. (Exhibit Q)

However, there have been no efforts on the part of the Employer to deal with the recruitment and retention of employees. We have heard time and time again from our members that they have pursued every possible avenue to obtain better recognition from the Employer and to repair the Employer’s problematic classification system. But this Employer has shown no willingness to implement measures to improve their recruitment and retention for this group of employees.

Instead of addressing the relatively low compensation levels for this group of employees, one way that the Employer has chosen to deal with this issue is by reducing their qualification standards when hiring. In the marine sector, competitions to recruit a TI-07 have been held where certification requirements have been lowered. This appears to be used to attract people to these jobs. Clearly this is because if the Employer would try to recruit someone with the proper levels of certification, there would be no candidates to fill the positions. Private industry offers significant compensation packages for people who have such certificates. Recruiting at such lower levels puts additional pressure on the employees who have the higher certification levels, as they are then required to perform additional duties.

Clearly this Employer recognizes, in some cases, the importance of a professional cadre of federal inspectors. The salary increases awarded to the CAI-AO group has been consistently higher than the average public service wage increase. The PSAC calls for this Employer to recognize the work, responsibilities and importance of all federal inspectors, regardless of mode or department.

The PSAC is looking to the Arbitration Board to take the steps necessary to ending the current pay discrepancies that exist within the federal inspection community. We have seen significant increases awarded to the CAI-AO group; the Employer now needs to take similar action for the TC group.

II. Engineering and Scientific Support (EG)

Pay Study Comparisons

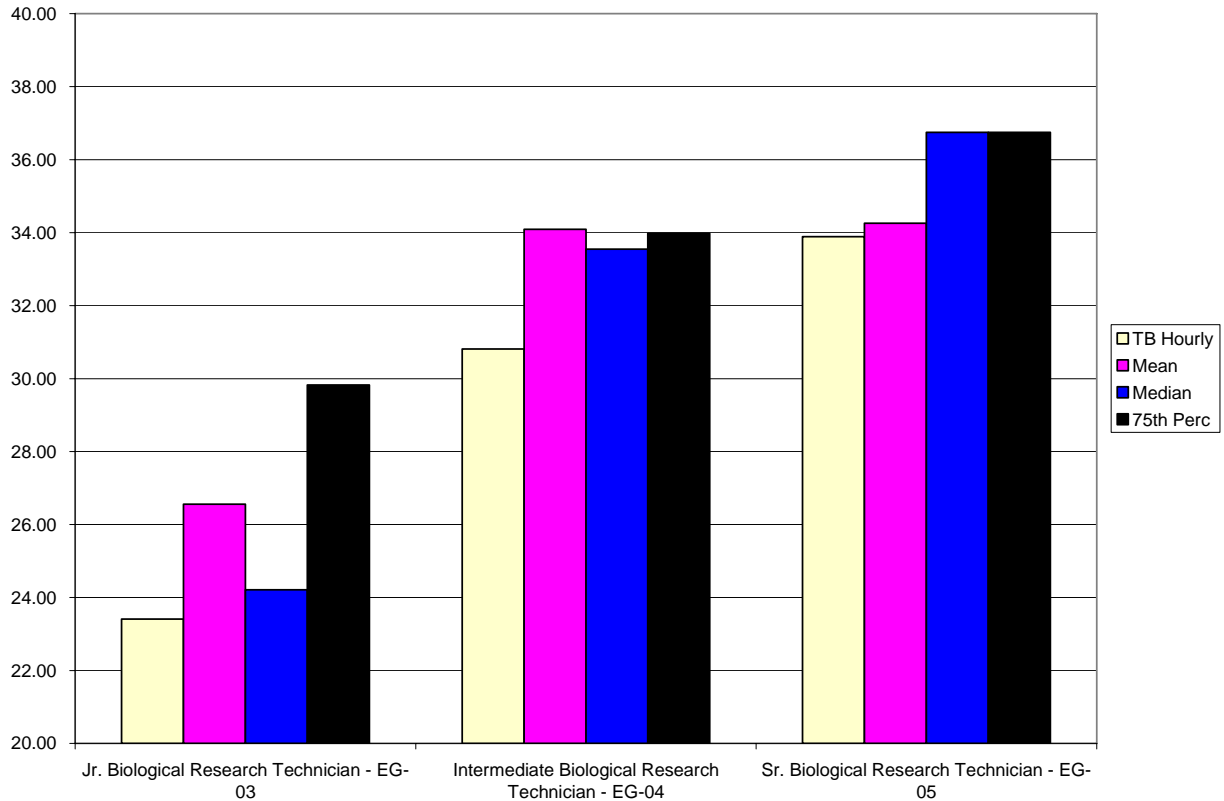
The EG classification is, by far, the most populous classification in the TC group, accounting for more than 60 percent of the bargaining unit. As a group, the pay study showed the EG classification to be 12.6 percent behind the 75th percentile, 4.7 percent behind the median, and 4.9 percent behind the mean.

There were five different job “families” included in the pay study: Laboratory and Research Technicians, GIS Technicians, Environmental Technicians and Inspectors, Engineering Technicians/Project Managers and Aircraft Maintenance Engineers.

Laboratory/Research Technicians and Technologists

The largest group of EGs in the TC group consists of biological/research technicians. This group comprises almost one quarter of the bargaining unit overall. The graphs below demonstrate that this group was consistently shown to be behind in every measure of the pay study. This difference is particularly pronounced when looking at the working level, or at the senior levels for technicians.

The junior level is most often an intermediary stage for training and recruitment purposes. When people are up to their working level, they are generally at EG-04 or above.



But in addition to the disparity between EGs in the TC group and those in the wider market, there is a significant disparity between EGs and their counterparts at the Canadian Food Inspection Agency (CFIA). The main source of comparison within the broader public sector EG group is the CFIA. This agency employs a high number of EGs. And when comparing the maximum salaries for each working level, there exists a marked disparity between TC group EGs and those EGs in the broader public service:

TC group / Canadian Food Inspection Agency			
Level	TB 2007 Max.	CFIA 2007 Max.	% Differential
EG-1	45,295	47,484	4.83%
EG-2	49,825	52,232	4.83%
EG-3	54,806	57,453	4.83%
EG-4	60,287	63,200	4.83%
EG-5	66,315	69,520	4.83%
EG-6	72,945	76,469	4.83%
EG-7	80,243	84,121	4.83%
EG-8	88,267	92,533	4.83%

As the above table illustrates, TC group EG salaries are uniformly behind that of their colleagues at CFIA by almost 5 percent.

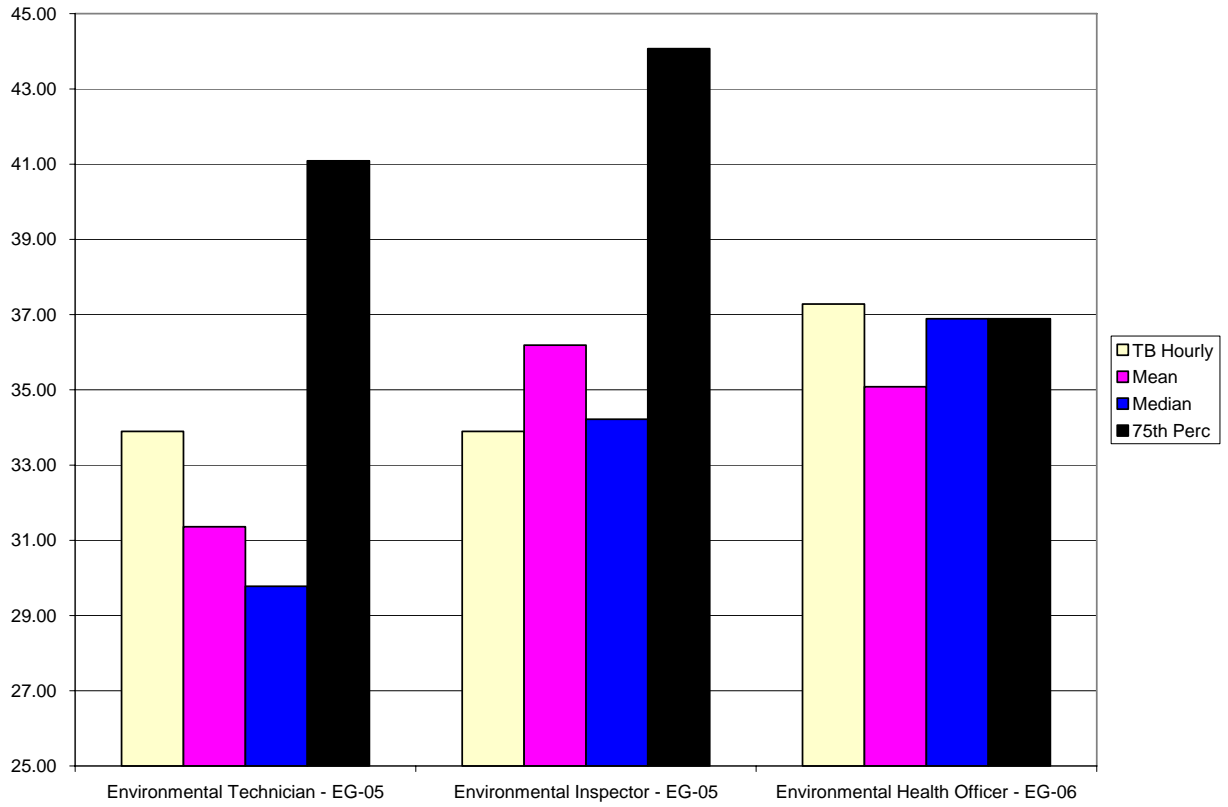
Other federal employers, such as the CFIA, have all managed to provide competitive wages for their EG employees. Why is it that the Treasury Board cannot do the same? If this problem is not corrected, more and more EGs will leave the TC group for the greener pastures of CFIA or for the private sector.

Environmental Technicians and Inspectors

There is a significant amount of difference in the results for the environmental family of jobs. Part of the reason for this is due to the pay study matching methodology.

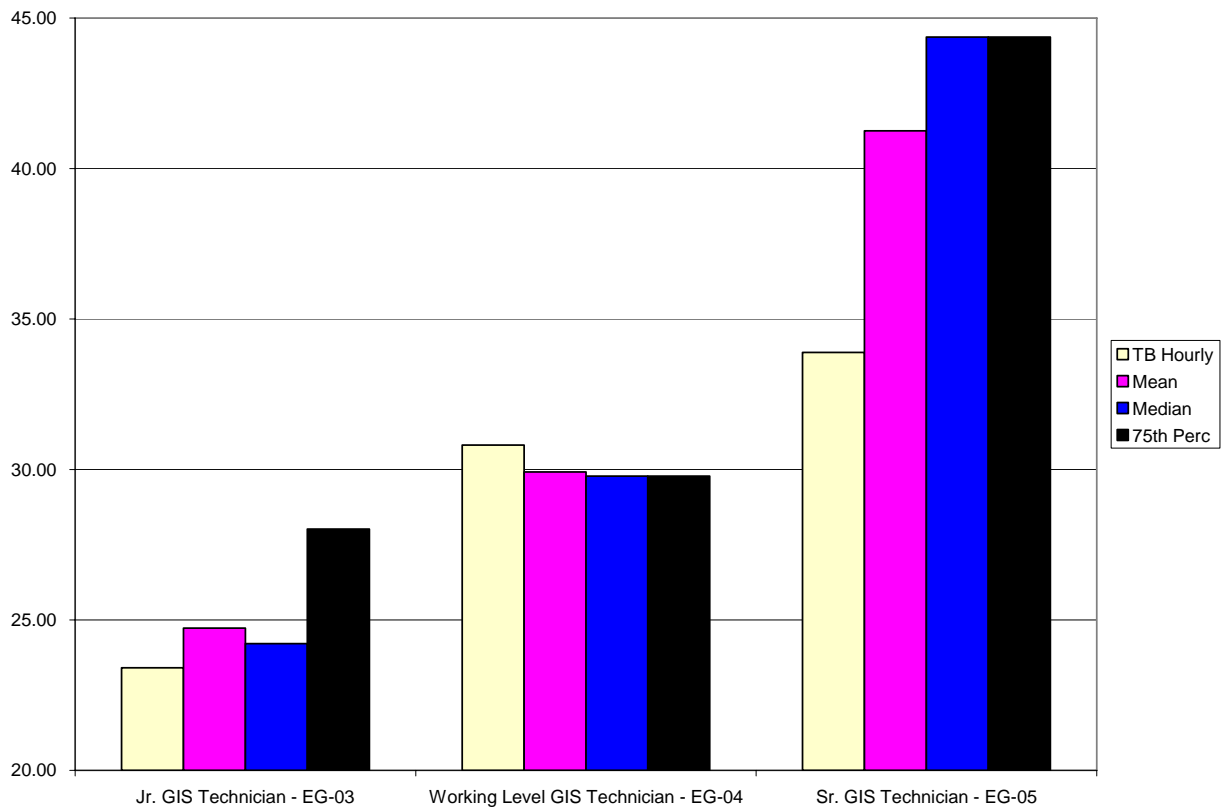
Through the pay study process, the Union expressed concerns about the job matching for this particular group of jobs. In the pay study, there was a very large range between the job rates for the class of environmental jobs. For the environmental technician job, the results showed that at the 25th percentile, the rate of pay was approximately \$20 per hour, while at the 75th percentile, the rate of pay was over \$40 per hour. It is very hard to believe that a job with broadly similar requirements and duties would exhibit that degree of variance over the middle 50 percent. In this case, the Union is not convinced that such a vast difference in job rates accurately reflects a match to the benchmark jobs being compared.

With respect to the Environmental Inspectors and Environmental Health Officers, although they are not a part of the TI classification, they act as inspectors. Many of the issues discussed in the previous section regarding recruitment and retention for regulatory occupations applies equally to this group of employees. And it is clear that these employees are, overall, far behind the market at the 75th percentile.



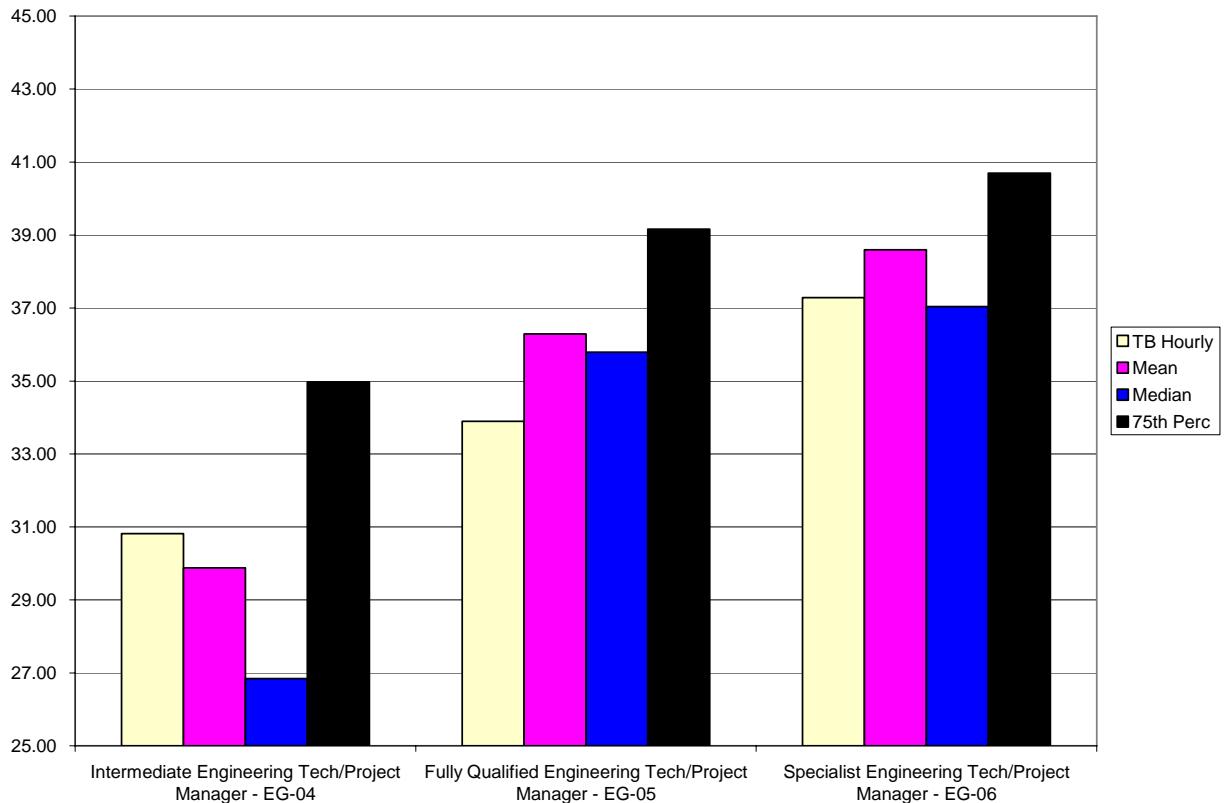
GIS Technicians

The graph below clearly demonstrates that GIS technicians are behind the market at the junior level, broadly in line with the market at the working level, but very far behind at the senior level. The number of incumbents at each level of this family of jobs is approximately evenly distributed across the three levels.



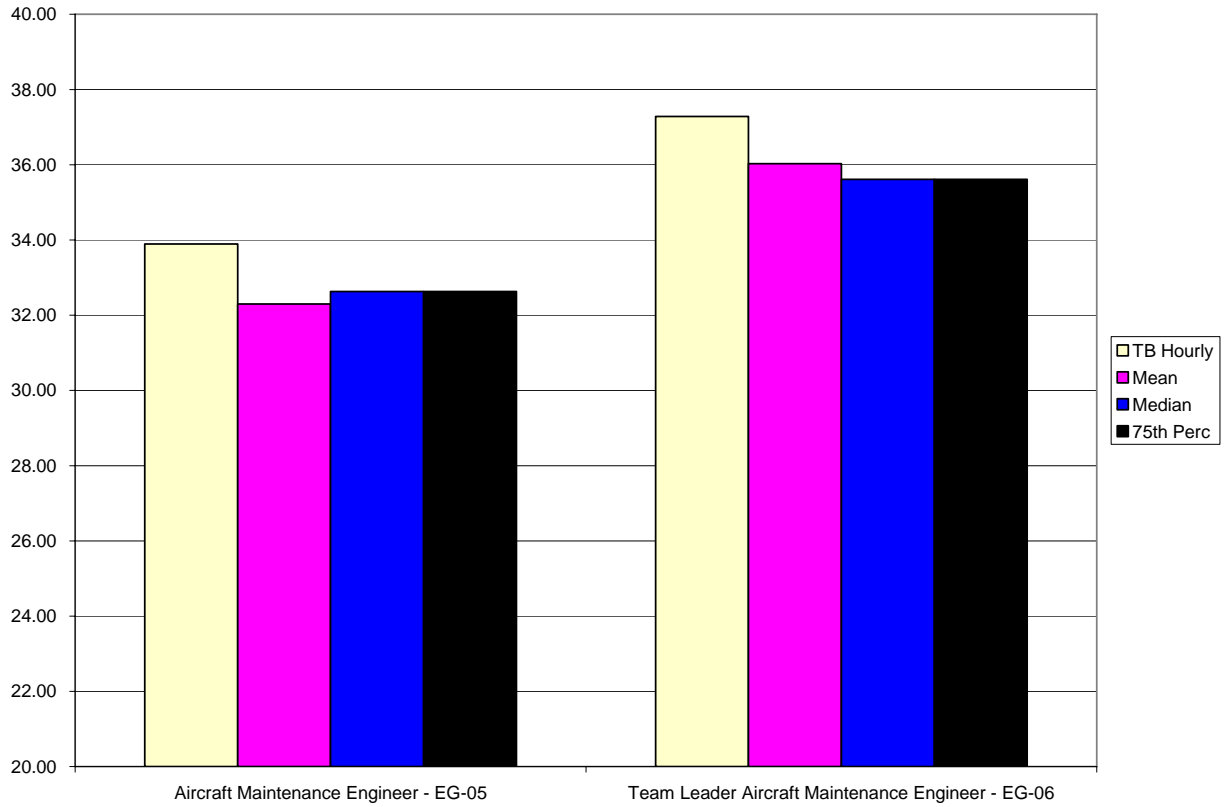
Engineering Technicians/ Project Managers

This table shows that this group is significantly behind the 75th percentile of the market for all categories. It is notable that the 'fully qualified' level is significantly behind its comparator groups for all statistical measures. It is also worth noting that the vast majority of the members who are engineering technicians or project managers are employed at the 'specialist' level: EG-06.



Aircraft Maintenance Engineers

Aircraft Maintenance Engineers of the TC group were slightly ahead of their comparators in the PSLRB pay study.



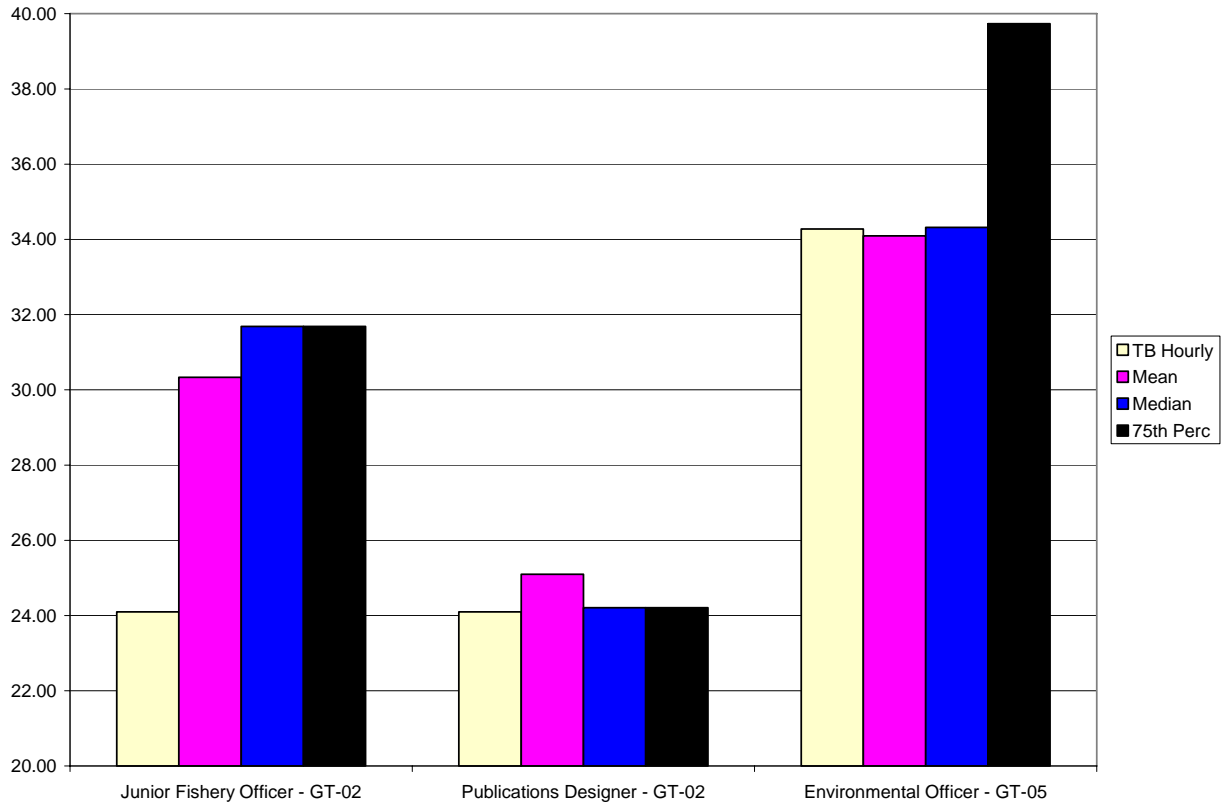
III. General Technical (GT)

The GT group is probably the most varied classification in the TC group. This classification covers job classes from ammunition technicians, who pack and handle explosives, to Fishery Officers, who patrol the seas and enforce Canada's fishing regulations, to Publications Designers and Interior Decorators.

This section will quickly review the three job categories that were included in and showed results from the PSLRB pay study, and then provide information about two jobs that were included in the pay study, but which yielded no results due to a lack of comparators or to poor matching with comparators.

Pay Study Results

When looking at weighted averages, the GT classification under the PSLRB pay study was shown to be 6.9 percent behind the 75th quartile, 4.7 percent behind the median, and 6.5 percent behind the mean.



As you can see in the graph above, there is a fair amount of variation in the results for the GT group in the pay study.

Fishery Officers

Fishery Officers, by far, comprise the largest group in the GT classification. They are responsible for enforcing the Fisheries Act and other related Acts and Regulations. They protect fishery resources and the fish habitat by patrolling land, sea and air. Fishery Officers perform difficult and dangerous tasks. There have been serious problems with their classification, in large part due to the inability of the current classification system to rate their enforcement activities. These activities, of course, form one of the largest parts of their work. These employees wear bullet-proof vests, carry firearms, pepper spray and clubs issued by their Employer as defensive weapons so they may safely do their jobs.

Fishery Officers require a high level of training. They take part in a three-year apprenticeship program which involves classroom and hands-on training. Recruits

attend the RCMP academy for firearms and legal training. Officers start their careers on probation for 36 months, during which time they must complete two extensive log books and are tested for a variety of competencies. It is one of the most extensive training systems for any enforcement group in Canada. However, they are not given the proper point ratings under their classification standard for those enforcement duties.

In 2003, the Department of Fisheries and Oceans, the Treasury Board and the PSAC tried to fix the classification problems of the GT standard pertaining to the Fishery Officer position. At that time, the Union received written correspondence from the Employer stating that there is no way to rate enforcement duties under the classification standard. As a result these enforcement workers cannot receive proper compensation for the work they are assigned by the Employer. The classification standard actually awards Fishery Officers points for keeping their firearms clean, but does not award points for any safety-related reasons.

As there is no way to rate enforcement duties under the current classification standard, these employees are not being properly compensated for the work that they do. Indeed, most workers at the Canada Border Services Agency were converted to a new classification standard during this past round of negotiations: the Frontière/Border (FB) group. After years of pressure, the Employer finally recognized that enforcement workers should have a classification standard that recognizes their enforcement duties. Once these enforcement duties were properly rated, FB workers received a large salary adjustment of 19.5 percent over four years.

Further, the conciliation board report from the last round of bargaining recommended that the Fishery Officers maintain access to a \$2,000 annual allowance until the classification issue is fixed. However, during the last round of bargaining, the Treasury Board eliminated this allowance as a part of its final offer.

In a pay study performed by Morneau Sobeco, entitled "Compensation Study for Enforcement Positions in the Federal Public Administration" (Exhibit R), job rates for

enforcement positions were projected based on external comparators and internal equity. The Wildlife Officer classification, which has broadly similar duties to the Fishery Officer, was given a projected job rate of \$65,441 under this study. Fishery Officers at the working level currently earn \$57,758: 13.3 percent below the Morneau Sobeco projected rate.

The enforcement of our nation's Fisheries Act is a crucial and dangerous task. The Union submits that these Officers are grossly underpaid relative to other enforcement-related positions, even those within the Federal Public Administration.

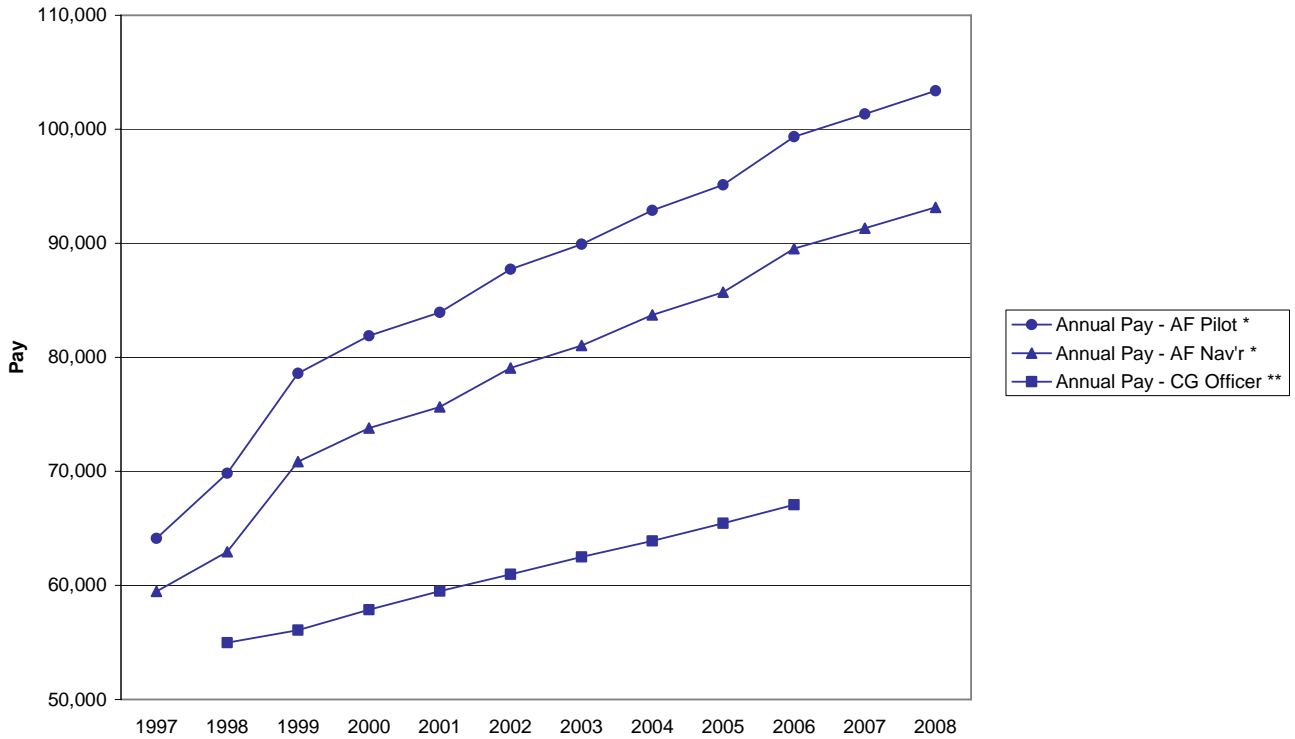
Marine Search and Rescue Coordinators

Much like with the groups of TIs who work alongside each other with large discrepancies in pay, at the Joint Rescue Coordination Centres (JRCC), two sets of employees do virtually the exact same work, but one group gets paid substantially less. The Search and Rescue (SAR) Coordinators at the JRCC plan, co-ordinate, conduct and control SAR operations. This group is also the subject of Appendix D. The Union has a proposal to change this Appendix. The rationale section for this proposal contains a more detailed description of their work. At the JRCC, there are Coast Guard employees, who are members of the TC group. They work alongside Armed Forces employees, specifically Air Force Pilots and Navigators who are classified as 'Captains'.

Both groups of employees perform the exact same functions. The TC members are involved in the Marine SAR cases, while the Armed Forces employees take care of Aeronautical SAR cases. The duties for each type of SAR operation are exactly the same. Both groups have the same training. In fact, the TC members go through specialized Air Force training.

But despite carrying out the same work, the TC members of this team earn 33 percent less than the navigators and 48 percent less than the pilots. And as you can see in the graph below, this gap has widened over the past decade.

Pay of Air Force and Coast Guard SAR Coordinators



This graph does not account for the military's cost of living allowance, which would make this gap grow even wider.

This situation is especially galling when the workload is examined. The TC members of this team perform approximately 80 percent of the work. The Air Force employees usually come in to do a stint of about four years at the SAR Centre. The TC members, on the other hand, tend to work at the Centre for long periods of time. This expertise is clearly undervalued by their Employer, who does not see fit to offer these employees any additional compensation.

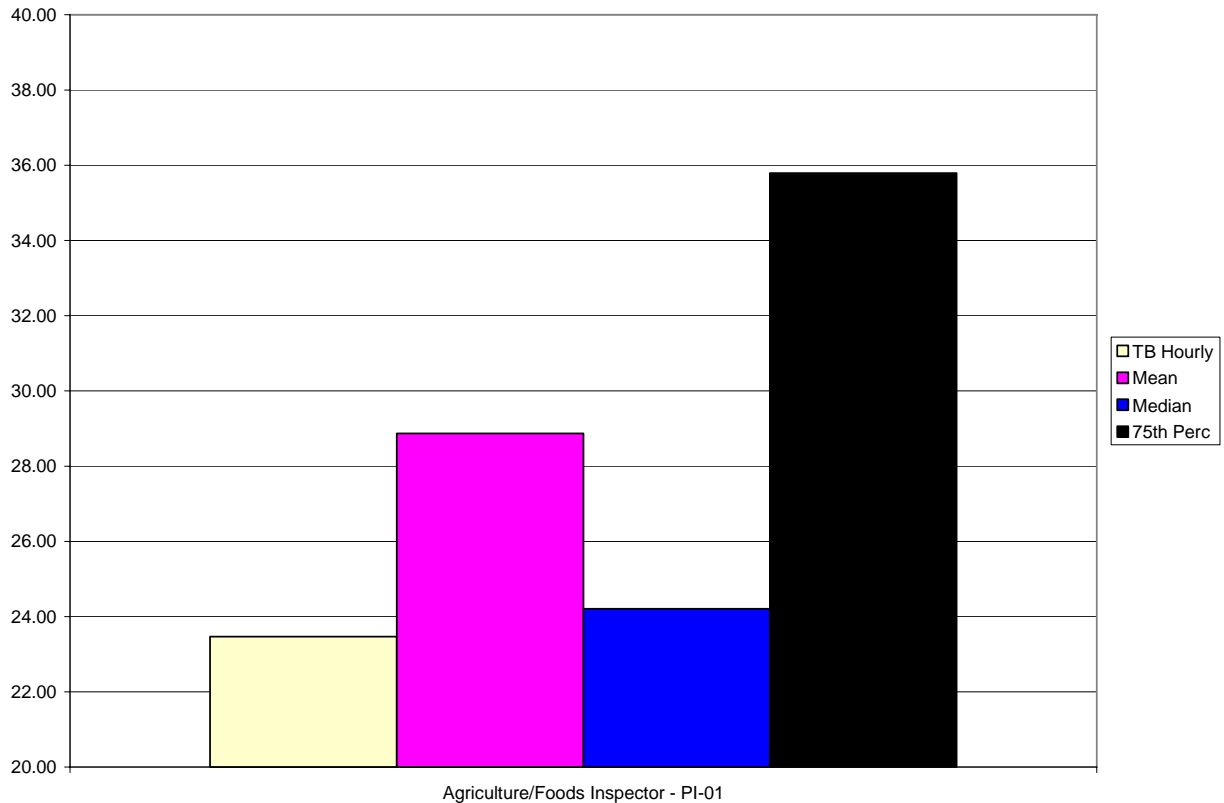
This has been a long-standing problem for this group of employees and has been repeatedly raised at conciliation boards and with Parliamentarians. Both the Ministry of Fishery and Oceans, as well as Treasury Board, know of this disparity, but to date have

done nothing to correct it, other than tell the JRCC Controllers that this is a bargaining issue. The PSAC is once again raising this TC group/military pay disparity and submits that such unequal pay structures should be rectified by the arbitral award.

IV. Primary Products Inspection (PI)

Pay Study Results

When looking at weighted averages, the PI classification under the PSLRB pay study was shown to be a staggering 52.5 percent behind the 75th quartile, 3.2 percent behind the median, and 23.0 percent behind the mean.



The pay study results confirm the same problems that have been long-standing with this classification, composed mostly of grain inspectors. The Canadian Grain Commission has acknowledged the existence of a widening gulf between its PI wages and external comparators. In its August 18, 1995, submission to the Industrial Inquiry Commission on West Coast Ports, the CGC stated that its labour relations on the West Coast have suffered due to the public service wage freeze. It claims that the freeze has had the result of “...magnifying the widening wage gap between our operating staff and their co-

workers in the longshoring and grain handling sector...” as “...industry co-workers have significantly widened the wage scale gap through negotiated or arbitrated increases”.

Since the time of this submission, wages in the TC group have not kept pace with the private sector wage increases, widening this wage gap even further.

Public Sector Comparators

Comparisons within the broader public service are becoming more difficult to make, as the work of Primary Product Inspectors evolves. These positions are often reclassified to reflect the changing nature and duties of the work. One recent federal public sector example of this evolution can be found at the Canadian Food Inspection Agency (CFIA).

In May of 1999, the CFIA determined there was a need for major restructuring of PI work and classifications. This determination was based on the results of an internal classification committee, as well as years of grievances submitted by PI members. What was needed was a new structure, supportable within the current classification standards and in sync with the needs of CFIA and industry.

It was decided to create two classification levels for supervisory positions and three classification levels for front-line workers. The highest working level is the same classification as the lower supervisory level (EG-4). The result is four classification levels which cover the vast majority of the of operational PI positions: EG-2, EG-3, EG-4, and EG-5. The conversion to the new EG classification became effective June 30, 2000, although it did apply retroactively to April 1, 1997. Upwards of 2,000 CFIA PIs were impacted by this reclassification, representing a significant investment in the CFIA workforce by this Employer.

While CFIA PIs were paid at a superior rate to TC group PIs, the conversion to EGs has widened this pay disparity even further, as CFIA EGs are also paid at a superior rate to TC group EGs. The following table outlines this disparity. It is important to note that former PIs were moved to various levels in the EG classification, depending on their job

descriptions and duties, and that positions mapped to the EG-2 classification are still under review for possible reclassification to the EG-3 level.

CFIA PI Review / TC table PI Comparison					
CFIA – PI (old)	CFIA – EG (new)	CFIA - EG Max Salary	TC Table PI Max Salary	CFIA/TC Table – Salary Differentials	
				dollars	per cent
PI-1	EG-2	52,232	45,922	6,310	13.74%
PI-2	EG-2	52,232	49,041	3,191	6.51%
	EG-3	57,453		8,412	17.15%
PI-3	EG-2	52,232	52,738	(506)	(0.96%)
	EG-3	57,453		4,715	8.94%
	EG-4	63,200		10,462	19.84%
PI-4	EG-4	63,200	57,779	5,421	9.38%
	EG-5	69,520		11,741	20.32%
PI-5	EG-5	69,520	63,505	6,015	9.47%

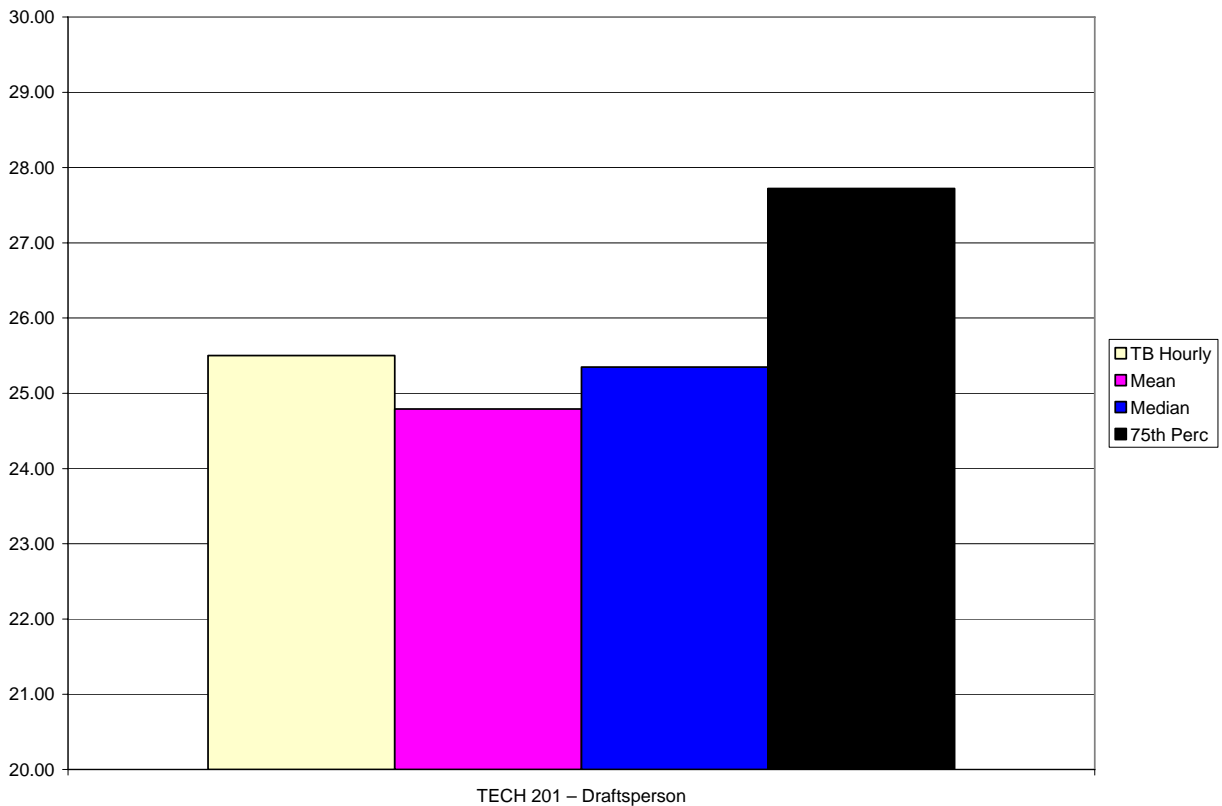
The results of the CFIA PI review have created significant salary disparities between TC group PIs and their CFIA counterparts

The CFIA was able to provide a significant investment in its PI members, reclassifying upwards of 2,000 members to the EG classification, retroactive to 1997. The PSAC calls upon the arbitrator to provide competitive salaries for this group of TC group members.

V. Drafting and Illustration (DD)

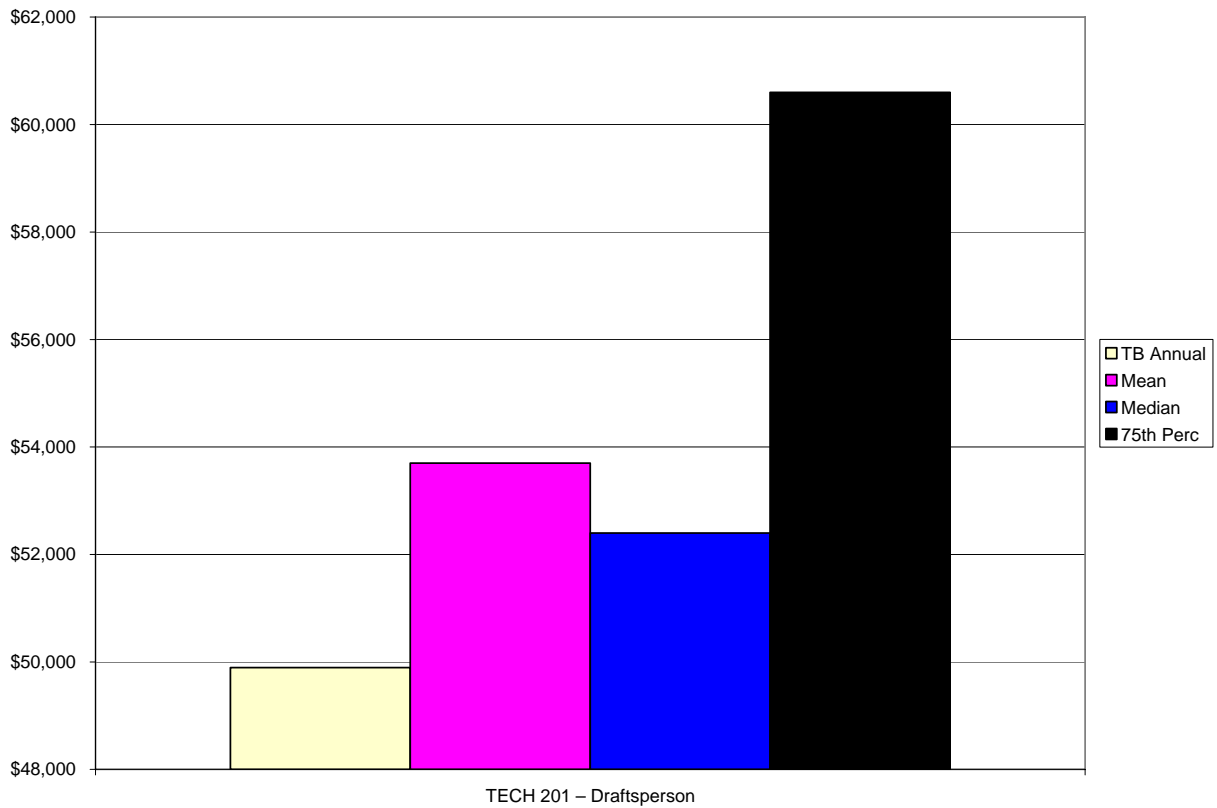
Pay Study Comparisons

The DD classification was shown to be 8.7 percent behind its third quartile market comparators in the pay study.



Further, there is clear information on this classification in Watson Wyatt's annual Canadian Salary Survey (2007/08). The survey information on total cash compensation¹⁶ for the Draftsperson III (Fully-Qualified level) shows the following:

¹⁶ This measure excluded Long-Term Incentives and is the incumbent-weighted measure. This uses the same principles that the parties agreed to in the PSLRB pay study process.



These results confirm the results of the PSLRB pay study in that the working level DD classification is behind the 75th percentile. This pay study also shows that they are behind the market at the mean and median.

D. RETENTION AND RECRUITMENT

The above principles cannot be assessed in a vacuum. They must be considered in the context of the necessity to recruit competent employees to the TC group and the need to retain those workers, or face the attendant training costs, which are expensive, burdensome and too slow to meet the current operational demands.

The federal government and its agencies have lost thousands of employees to the private sector. As an unprecedented number of workers approach retirement age, it is critical that public sector employers structure their workplaces in a manner conducive to recruitment and retention. The adoption of the Union's wage proposal will place the Employer in a better position to meet the coming retention and recruitment challenges.

The TC group will be affected by this demographic reality in the same way as all other federal employers. Employees will be increasingly attracted by new possibilities for their career development in other sectors and to various positions elsewhere in the Federal Public Administration and in the broader public service, which draw on the same skill sets as those possessed by the employees in the TC group. In order to retain present workers and attract new ones, a competitive and attractive pay structure is vital.

While unemployment has been growing due to the economic downturn, it is important to note that the unemployment rate will not stay low forever. The *Expenditure Restraint Act* was introduced in a time where the labour market was soft. In the years to come, as the economy recovers, coupled with the large volume of potential retirements, there will be a significant recruitment and retention challenge for the Employer.

The TC group must be provided salaries than can attract and retain the appropriate calibre of employees that are required. The Union's pay proposal fits squarely within this imperative.

PART 4
EXHIBITS