

REPORT OF THE CONCILIATION BOARD

IN THE MATTER OF A DISPUTE

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

Bargaining Agent

AND

PARKS CANADA AGENCY

Employer

**RE: In respect of the bargaining unit comprised of all employees
Of the Parks Canada Agency**

BEFORE: Philip Chodos, Chairperson, and James Wolfgang, Nominee of the Bargaining Agent, and Roch Paquin, Nominee of the Employer

APPEARANCES:

For the Bargaining Agent: Tom Clairmont, Negotiator, Shawn Vincent, Research Officer, David Orfald, A/Coordinator, Collective Bargaining, and Nycole Turmel, National President

For the Employer: Richard Lafontaine, Negotiator, and Chris Friesen, Compensation Analyst

This conciliation board was duly constituted on June 22, 2004. Following consultations with the parties, the conciliation board proceedings were originally scheduled to take place on July 12, 13, 14 and 16, and to continue on July 21, 22 and 23, 2004. At the request of the bargaining agent, and with the concurrence of the employer, the conciliation board agreed to hold the proceedings on July 12, 13, 14, 15 and 16, 2004, when the conciliation board concluded these proceedings. The conciliation board then began its deliberations on July 21, 2004.

BACKGROUND

Prior to April 1, 1999, the Parks Canada Agency (the "Agency") was an integral part of the Public Service for which the Treasury Board is the employer. Effective that date, the Agency became a separate employer. Subsequently, the Public Service Staff Relations Board (PSSRB) certified the Public Service Alliance of Canada (PSAC) as bargaining agent for all represented employees of the Agency. On July 24, 2002, on the eve of the commencement of the scheduled conciliation board proceedings, the parties concluded their first collective agreement, which expired on August 4, 2003. The PSAC served Notice to Bargain on July 29, 2003, and notwithstanding a number of face-to-face bargaining sessions, and the assistance of a mediator, the parties were unable to resolve a substantial number of issues, thereby leading to the formation of this conciliation board. It should be noted that in the course of the conciliation board proceedings during the week of July 12, 2004, the conciliation board attempted to assist the parties in resolving as many of the issues as possible. During these proceedings, the parties exchanged briefs and were given an opportunity to make submissions to the conciliation board with respect to all of the outstanding issues. Nevertheless, a significant number of issues, including several of critical importance to the parties, remain outstanding and consequently are the subject of this Report.

The representatives of the parties maintained detailed records of the matters that were agreed upon in the course of the conciliation board proceedings. Accordingly, it is not necessary to reproduce the terms of those

provisions that were agreed upon. Attached hereto are the schedules submitted to the conciliation board by the Chairperson of the PSSRB indicating the articles that were renewed without change and the articles that were identified by the parties as remaining outstanding. The following are the provisions that remain outstanding following the completion of the conciliation board proceedings. It should be noted that the recommendations of the board that are outlined below represent the unanimous views of the three board members. [Note: At the outset of the conciliation board proceedings, the bargaining agent advised that it was withdrawing its proposals with respect to two new articles: “Term and Seasonal Employees” and “Staffing and Classification”.]

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

1. The bargaining agent proposed the following changes:

1a) *New*

“Normal Workplace” means the span of an area of 16 kilometres, using the most direct, safe and practical road, from the location at or from which employees ordinarily perform the duty of their positions and, in the case of employees whose duties are of an itinerant nature, the actual building to which they return to conduct administrative matters pertaining to their employment.

1b) *Delete Appendix E of the PCA Travel Policy.*

1c) *Replace the existing definition of workplace in the PCA Travel Policy with the definition proposed above by the Union.*

1d) *Remove the expression “as defined by the Employer” in Articles 29 and 30.*

2) *Amend to read*

“Spouse” is one of two persons legally married to one another or who has participated in a

public commitment ceremony as provided for in 42.02, or an individual in a relationship who has lived with another person for a period of at least one (1) year, has publicly represented that person as his/her spouse, and continues to live with that person as if that person were his/her spouse (conjoint).

2. The employer also proposed a definition of “workplace”, which would read as follows:

The location at or from which, or the area within which, employees normally perform their assigned duties.

3. With respect to the definition of “spouse”, the employer did not make a submission during the conciliation board proceedings.
4. In the course of the conciliation process the bargaining agent withdrew its proposal to amend 1d).
5. With respect to the definition of “workplace” the board makes no recommendation. It is the conciliation board’s recommendation that the definition of “spouse” be amended as proposed by the bargaining agent.

ARTICLE 6 - AGENCY POLICIES

1. The parties reached agreement with respect to medical and dental appointments.
2. The bargaining agent also proposed that the kilometric rates for employee-request use of vehicles be eliminated, which the bargaining submitted is in accordance with what was adopted by the National Joint Council (NJC). Accordingly, the bargaining agent maintained that the Agency is required by the terms of paragraph 6.01(b) to follow suit.
3. The conciliation board recommends no change with respect to this matter. It would note that if the Agency is required under the terms of

paragraph 6.01(b) to change its policy, the bargaining agent has the means to enforce that provision.

ARTICLE 19 - HEALTH AND SAFETY

1. The bargaining agent proposed the incorporation of the following language under this provision:

19.01 General

- (a) The parties recognize the Canada Labour Code (CLC), Part II and all regulations flowing from the Code as the authority governing occupational safety and health in Parks Canada.*
- (b) Any right or benefit not stipulated in either this Article or the Canada Labour Code, Part II and conferred on the employees or the PSAC by any legislation or regulations applicable to the parties in connection with health, safety or the environment in the workplace is an integral part of this Article.*
- (c) The parties recognize the governing principles of the right to know, the right to participate and the right to refuse.*

19.02 Right to Know/Right to Participate

- (a) In addition to the employer's obligations as specified pursuant to the Canada Labour Code, Part II, sections 124 and 125(1), the employer shall:*
 - I. Ensure that the employee occupational health and safety representative and occupational health and safety committee employee member(s) are actively included in the investigation, recording and reporting of all hazardous occurrences in the work place;*
 - II. Ensure all employees are provided with occupational health and safety orientation training including the following elements:*

- (a) *Hazardous substances training otherwise known as Workplace Hazardous Materials Information System training (WHMIS).*
- (b) *Specific work site safety orientation including ergonomic awareness.*
- (c) *Hazardous occurrence reporting.*
- (d) *Pregnant and nursing employees.*
- (e) *The right of work refusal of dangerous work, the right to know and the right to participate.*
- (f) *Internal complaint process.*
- (g) *Emergency evacuation procedures.*

III. *Ensures all managers, supervisors and employees with supervisory responsibilities receive training specific to their obligations as described in the Code, Part II including the following elements:*

- (a) *Work refusal process.*
- (b) *Internal complaint process.*
- (c) *Hazardous occurrence investigation, recording and reporting.*
- (d) *Duties and responsibilities of the occupational health and safety representative and the occupational health and safety committee.*
- (e) *Pregnant and nursing employees.*

- (f) *The prohibition of discipline as specified in section 147 of the Code.*
 - (g) *Punishment and offenses as outlined in sections 148 through 154 of the Code.*
- IV. *Ensure occupational health and safety representatives and occupational health and safety committee members (including policy, committee members) receive training specific to their respective duties including the following elements:*
- (a) *Duties and responsibilities of the position they hold as a representative/committee member.*
 - (b) *Responsibilities of the occupational health and safety committee.*
 - (c) *Pregnant and nursing employees.*
 - (d) *Hazardous occurrence investigation.*
 - (e) *Work place inspection training.*
 - (f) *National Joint Council replacement by OH&S Directive training.*
 - (g) *Work refusal.*
 - (h) *Internal complaint resolution.*
 - (i) *Personal Protective Equipment (PPE) training applicable to the specific work place.*
 - (j) *Ergonomic training specific to the work place.*

19.03 Personal Protective Equipment (PPE)

The Employer shall provide all personal protective equipment required by the employee to perform their duties.

19.04 Medical Examination

- (a) Where the Employer requires an employee to undergo a medical examination by a designated qualified practitioner, chosen by the employee, the examination will be conducted at no expense to the employee.*
- (b) Insofar as possible, an appointment for an examination will be scheduled during the working hours of the employee, but where an appointment for an examination is not possible during working hours, the employee will be compensated pursuant to this collective agreement for the examination time and the travel time associated with it.*
- (c) The Employer shall pay for all expenses related to the travel identified above.*

19.05 Observance of Environment Standards

The environment standards as determined by the National Health and Safety Policy Committee and those issued under the Canada Labour Code shall be observed at all times.

19.06 Joint Consultation

The Agency shall make reasonable provisions for the occupational safety and health of employees. The Agency will welcome suggestions on the subject from the Alliance, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

2. The employer proposed to include a reference to the *Canada Labour Code* with language similar to what currently exists in the collective agreement.
3. The conciliation board recommends the adoption of the following language:

19.01

- (a) The parties recognize the *Canada Labour Code* (CLC), Part II, and all provisions and regulations flowing from the Code as the authority governing occupational safety and health in Parks Canada.
- (b) The Agency shall make reasonable provisions to ensure the occupational safety and health of employees. The Agency will welcome suggestions on the subject from the Alliance and its members through the committee structure identified in the CLC, Part II. The Occupational Health and Safety Committees undertake to develop and recommend reasonable measures intended to prevent or reduce the risk of work place injury.

19.02 Condition of Employment Medical Examination

- (a) Where the Agency requires an employee to undergo a medical examination by a designated qualified practitioner, the examination will be conducted at no expense to the employee.
- (b) An employee shall make every reasonable effort to schedule an appointment for an examination referred to in paragraph (a) above during his or her working hours. When this is not possible, the employee will be compensated pursuant to this collective agreement for the examination time and the travel time associated with it.
- (c) The Employer shall pay for reasonable travel expenses incurred as a result of paragraph (a) above in accordance with the Agency Travel Policy.

1. The bargaining agent proposed replacing the existing language with a provision that would prohibit contracting out of work done by employees in the bargaining unit.
2. The employer was seeking the renewal of the existing language.
3. The conciliation board recommends that this provision be renewed without change.

ARTICLE 22 - HOURS OF WORK

1. The bargaining agent proposed the deletion of paragraph 22.10(a)(ii) and clause 24.01.
2. The employer proposed to amend the definition of “day work”, “shift work” and “variable hours” in article 22.01 so that it would read as follows:

(b) “day work” means that the regularly scheduled days of work of an employee are established in accordance with article 22.05(a) (with possible exceptions for persons working variable hours) and there are not regularly scheduled deviations from the Monday to Friday, core hour nature of the work over the life of a work schedule of up to four (4) weeks duration; a day worker may also work variable hours: a day worker does not become a shift worker simply because of the application of variable hours;

(c) “shift work” means that the regularly scheduled days of work of an employee do not meet the criteria described under the definition of “day work”;

(d) “variable hours” means that an employee’s regularly scheduled hours of work are other than seven and one-half (7 ½) or eight (8) hours, depending on the Hours of Work Code in Appendix B; variable hours may be worked by either a day worker or a shift worker and include those which are scheduled under the following clauses”:

- 1) employees whose scheduled weekly and daily hours are varied to allow for summer and winter hours in accordance with article 22.05 (b)
 - 2) employees who complete their weekly hours of employment in accordance with article 22.07 (compressed work week)
 - 3) employees who work on mutually agreed variable shift schedules in accordance with article 22.10(e)
 - 4) The terms and conditions governing the administration of variable hours workers may be found in articles 22.11 to 22.14.
3. The conciliation board recommends the adoption of the amended definition as proposed by the employer. In addition, the board recommends that the special averaging of hours for Wardens (Article 22.10) only apply where the Wardens are engaged in backcountry patrols.

ARTICLE 23 - SHIFT PREMIUMS

1. The bargaining agent proposed to amend clause 23.01 by removing the following qualifying language:

Half or more of the hours of which are regularly scheduled between 4:00 p.m. and 8:00 a.m.

2. The employer wished to retain the existing language.
3. The conciliation board recommends modifying Article 23 in accordance with the bargaining agent's proposal.

ARTICLE 24 - OVERTIME

1. The bargaining agent proposed reducing the qualifying number of hours of work before double time is required to be paid from fifteen (15) or sixteen

(16) hours of work in any twenty-four (24) hour period to eleven point five (11.5) or twelve (12) hours, or after four (4) hours' work on the employee's first day of rest and all hours thereafter. (Currently, seven point five (7.5) or eight (8) hours.)

2. In addition, the bargaining agent proposed that clause 24.01, respecting the averaging of overtime hours for Park Wardens, be deleted.

3. The employer proposed the renewal of the existing provision, except a change with respect to clause 24.03 (i.e. compensation in equivalent leave with pay). The employer would replace "at the request of the employee and with the approval of the Agency" with "upon mutual agreement of the employee and the Agency".

4. The conciliation board recommends renewal of the existing language. However, the board would note that the parties had agreed during the conciliation process that there would be no averaging of overtime hours for Park Wardens except when engaged in back country patrols.

ARTICLE 25 - CALL-BACK AND REPORTING PAY

1. The conciliation board notes that the parties reached agreement on this provision during the course of the conciliation process.

ARTICLE 26 - STANDBY

1. The bargaining agent proposed a new clause (26.05), which would extend a special standby premium to employees who are required to be on standby at a location that is not their home.

2. The employer opposed this proposal. It proposed in clause 26.02 that the term "as quickly as possible" be replaced with "within a reasonable time, as determined by management".

3. The conciliation board recommends that the existing provisions be renewed without change.

ARTICLE 31 - LEAVE GENERAL

1. The employer proposed that all leave entitlements be expressed in terms of hours.
2. The bargaining agent wishes to renew this provision without change.
3. The conciliation board recommends that, except with respect to Bereavement Leave, all leave entitlements should be expressed in hours.

ARTICLE 32 - VACATION LEAVE WITH PAY

1. In the course of the conciliation process, the parties agreed to renew the provision respecting the quantum of vacation leave without change.
2. The bargaining agent had proposed a minimum four (4) week notice period to employees when scheduling their vacation leave
3. During the conciliation process, the employer agreed to this proposal.
4. The conciliation board recommends that, in accordance with the recommend amendments to Article 31, clause 32.05 be deleted.

ARTICLE 33 - SICK LEAVE WITH PAY

1. In the course of the conciliation process, the parties agreed to add paragraph 33.03(b), which would read as follows:

In the event that the Agency requests that an employee submit a medical certificate to meet the requirements of 33.02(a), the Agency shall reimburse the employee for the amount billed to the employee for the issuance of the certificate upon presentation of a receipt.

ARTICLE 35 - MEDICAL APPOINTMENTS FOR PREGNANT EMPLOYEES

1. The bargaining agent proposed that clause 35.01 be amended by adding the following:

Where travel is required, reasonable time with pay for travel shall be granted.

2. The employer wishes to renew the current language.
3. It is the recommendation of the conciliation board that the current language be renewed without change.

ARTICLE 36 -INJURY ON DUTY LEAVE

1. The bargaining agent proposed removing the employer's authority to determine the period of time during which an employee may be entitled to injury on duty leave following a claim to the Workers' Compensation authority.
2. The employer wishes to renew the current language without change.
3. The conciliation board recommends the renewal of the current language.

ARTICLE 37 - MATERNITY AND PARENTAL LEAVE

1. In the course of the conciliation process, the parties agreed to renew this provision without change.

ARTICLE 38 - MATERNITY-RELATED REASSIGNMENT OR LEAVE

1. The bargaining agent proposed to add the following sentence at the end of clause 38.01:

On being informed of the cessation, the Employer, with the consent of the employee, shall notify the work place committee or the health and safety representative.

2. The bargaining agent also proposed to amend clause 38.03 to provide that an employee is entitled to leave with pay instead of being assigned alternative duties.
3. The bargaining agent also proposed to add the following language to clause 38.04:

The employee, whether or not she has been reassigned to another job, is deemed to continue to hold the job that she held at the time she ceased to perform her job functions and shall continue to receive the wages and benefits that are attached to that job for the period during which she does not perform the job.

4. Finally, the bargaining agent proposed that clause 38.05 be amended to provide for leave with pay.
5. The employer proposed the renewal of the existing language without amendment.
6. The conciliation board recommends renewal of the current language without change.

ARTICLE 39 - LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

1. The bargaining agent proposed expanding the ambit of this provision to include “grandparents” and the “parents of spouse”. In addition, the bargaining agent proposed extensive amendments to this provision paralleling the maternity and parental allowance provisions; that is, providing a top-up of ninety-three percent (93%) of salary for employees who qualify for employment insurance benefits under the new employment insurance care benefit.
2. The employer expressed reservations about this proposal.
3. The conciliation board makes no recommendations respecting this proposal.

ARTICLE 42 - MARRIAGE LEAVE WITH PAY

1. The bargaining agent made two proposals with respect to this provision. It proposes substituting the reference to the qualifying period of one (1) year’s continuous employment for one (1) season’s continuous employment. It also proposed allowing leave under this provision for the purpose of participating in a public commitment ceremony with a person of the same sex.

2. The employer is seeking renewal of this provision without change.
3. The conciliation board recommends that the language respecting the qualifying period remain unchanged. With respect to clause 42.02, the conciliation board recommends the inclusion of the following provision:

Where same-sex marriage is not available, and after completion of one (1) year's continuous employment in the Public Service, and providing an employee gives the Agency at least five (5) days' notice and a sworn affidavit certifying to the spousal union, the employee shall be granted up to thirty-seven point five (37.5) or forty (40) hours (according to the employee's Hours of Work Code) marriage leave with pay for the purpose of participating in a public commitment ceremony with a person of the same sex.

4. The conciliation board also recommends a consequential amendment to clause 42.03 in that it would read as follows:

For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of leave under 42.01 or 42.02 above, an amount equal to the amount paid the employee during the period of leave will be recovered by the Agency from any monies owed the employee.

5. The bargaining agent also proposed a consequential amendment to the definition of "spouse" found in clause 2.01.
6. The conciliation board recommends this consequential amendment.

ARTICLE 44 - BEREAVEMENT LEAVE WITH PAY

1. The bargaining agent proposed amending clause 44.01 by adding a reference to "spouse of child". It also proposed amending clause 44.02 by removing the reference to "calendar days" and adding, at the end of that clause, the following:

Days of rest and designated paid holidays are excluded from the Bereavement Leave.

2. The employer opposed any changes to this provision.
3. It is the recommendation of the conciliation board that the provision be renewed without change.

ARTICLE 48 - LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

1. The bargaining agent proposed amending this provision by providing for two (2) days of leave with pay for reasons of a personal nature; that is, removing the reference to one (1) day of leave for volunteer or charitable activities. It also proposed deleting paragraph 48.02(b), which provides for a qualifying period of five (5) months or more of work in order to be eligible for this entitlement.
2. The employer wishes to renew this provision without change.
3. The conciliation board recommends that this provision be renewed without change, except for paragraph 48.02(b). With respect to that paragraph, the conciliation board recommends that the qualifying period be changed from five (5) months to four (4) months.

ARTICLE 59 - ALLOWANCES

CLAUSE 59.01 - DIVING ALLOWANCE

1. The bargaining agent proposed amending this provision by increasing the current allowance from twenty dollars (\$20) per hour to twenty-five dollars (\$25). In addition, it proposed adding a new paragraph (d), which would provide a new allowance of fifteen dollars (\$15) per hour for those employees whose duties require them to act as dive monitors.
2. The employer submitted that the existing quantum should remain unchanged. It did not agree with the proposed new allowance for dive monitors.
3. The conciliation board recommends increasing the diving allowance to twenty-five dollars (\$25) per member. It does not recommend providing for an allowance for dive monitors, as proposed by the bargaining agent.

CLAUSE 59.02 – DIRTY WORK ALLOWANCE

1. The bargaining agent proposed adding the following sentence at the end of this clause:

By mutual agreement at the Local Level, the Employer and the Union may determine additional circumstances that would constitute compensable dirty work.

2. The employer proposed the renewal of clause 59.02 without change.
3. It is the recommendation of the conciliation board that the current language be renewed without change.

APPENDIX “D” – FIELD OR SEA RESEARCH ALLOWANCE

1. The bargaining agent proposed increasing this allowance from two hundred and seventy dollars (\$270) to three hundred and fifty dollars (\$350).
2. The employer’s position is that this allowance should remain unchanged.
3. The conciliation board recommends that this allowance remain unchanged.

NEW ALLOWANCES

1. The bargaining agent proposed three new allowances. The first is a lump-sum payment of three thousand dollars (\$3,000) to all Park Wardens required to perform law enforcement and/or public safety duties.
2. The employer opposed this new allowance.
3. While the conciliation board believes there may be some merit in this proposal, it feels that it has insufficient information to support recommending the inclusion of this proposal at this time.

4. The bargaining agent also proposed a new allowance of one hundred and fifty dollars (\$150) for each month that an employee has and maintains certification pursuant to the *Transportation of Dangerous Goods Act*.

5. The employer opposed the inclusion of this new allowance in the collective agreement.

6. The conciliation board recommends that an employee who is required by the employer to have and maintain a certification pursuant to the *Transportation of Dangerous Goods Act* shall receive a monthly allowance of seventy-five dollars (\$75) for each month in which the employee maintains certification.

7. The bargaining agent proposed as well that any employee who is required to complete first-aid training and maintain a level of first-aid capability shall be paid an allowance of three hundred dollars (\$300) per annum, determined monthly and paid on a bi-weekly basis.

8. The employer opposed the inclusion of this allowance.

9. The conciliation board does not recommend the inclusion of this allowance in the collective agreement. The board would note that there is currently in place a policy to pay for first aid certification.

ARTICLE 61 - DURATION

1. The conciliation board would note that both parties proposed that the duration of the renewed collective agreement would be for a period of three (3) years.

APPENDIX "E" - SPECIAL CONDITIONS APPLICABLE TO CANAL OPERATING EMPLOYEES

1. The bargaining agent proposed amending paragraph 1.2 of this Appendix, which excludes the application of certain provisions of the collective agreement to Canal-operating employees, by deleting from this provision reference to "Wash-up Time", "Call-Back and Reporting Pay" and "Standby".

2. It also proposed deleting Section 4 of the Appendix setting out special conditions with respect to “Standby” and “Call-Back”.

3. The bargaining agent also proposed to amend paragraph 7 by substituting the word “basis” in lieu of the word “scale”, and deleting the last sentence of this paragraph.

4. In addition, the bargaining agent proposed to add, under paragraph 2 of the Appendix (i.e. “Compensation and Equalization of Earnings”), paragraph 2.2(c), which would read as follows:

Notwithstanding (a) above, during the navigation season, all hours worked by the employee outside the posted hours of navigation shall be credited to the compensatory leave account at time and one-half; all hours worked in excess of sixteen hours per day shall be credited at the double time rate.

5. The employer wishes to renew Appendix “E” without change.

6. The conciliation board recommends substituting the following for paragraph 2.2(b) of Appendix “E”:

For the purposes of (a) above, during the navigation season, all hours worked in excess of the greater of the employee’s scheduled hours or eight (8) hours, shall be credited to the compensatory leave account at time and one half (1 ½); all hours worked in excess of eight (8) hours at time and one-half (1 ½) shall be credited at the double-time rate.

7. The conciliation board also recommends that the current paragraph 2.2(b) be renumbered as paragraph 2.2(c).

8. The conciliation board also recommends adding paragraph 9, to be entitled “Leave with Pay for Family-Related Responsibilities and for Marriage Leave”. This paragraph would read as follows:

Canal-operating employees may be granted up to five (5) calendar days of leave for family-related responsibilities or marriage leave. During canal navigation season, employees will be granted leave for

family-related responsibilities/marriage for compensatory leave purposes from the available credits on an hour-for-hour basis of extra time scheduled to be worked; such leave will be transferred to accumulated compensatory leave credits and is not subject to expansion or cash payment.

9. As a consequential amendment, the conciliation board recommends renumbering paragraphs 9.1 and 9.2 to 10.1 and 10.2.

APPENDICES “F”, “G” AND “H” -
TERMINABLE ALLOWANCES FOR THE AR, EN AND CS GROUPS

1. The bargaining agent proposed that these terminable allowances be renewed on the same basis as provided by Treasury Board.
2. During the course of the conciliation proceedings, the parties agreed to the renewal of these terminable allowances.

APPENDIX B1 (NEW) - SOCIAL JUSTICE FUND

1. The bargaining agent proposed that the employer contribute to the PSAC Social Justice Fund in the amount of one cent (1¢) per hour for all hours worked by each employee in the bargaining unit. The PSAC brief, which was supplemented by a presentation to the conciliation board by the PSAC National President, Nycole Turmel, describes the fund as follows:

...The PSAC Social Justice Fund aims to support programs both domestically and internationally, dealing with:

- *International development work,*
- *Canadian anti-poverty and development initiatives,*
- *Emergency relief work in Canada and around the world,*
- *Worker to worker exchanges, and*
- *Worker education in Canada and around the world.*

2. The employer objected to the inclusion of this proposed Appendix in the collective agreement.

3. The conciliation board is not recommending the inclusion of the Social Justice Fund in the collective agreement.

APPENDIX “B5” (NEW) – UNION EDUCATION FUND

1. The bargaining agent proposed the establishment of a Union Education Fund, to be administered by the PSAC, to which the employer would contribute an amount equal to three cents (3¢) for every hour worked by every employee.
2. The employer opposed this proposal.
3. The conciliation board is not recommending the inclusion of this proposal in the collective agreement.

APPENDIX “B2” (NEW) – WHISTLEBLOWING”

1. The bargaining agent proposed the inclusion of the following language into the collective agreement:

No employee shall be disciplined or otherwise penalized, including but not limited to, demotion, suspension, dismissal, financial penalty, loss of seniority, advancement or opportunity in Parks Canada, as a result of disclosing any wrongful act or omission, such as an offence against an Act of Parliament, an Act of a legislature of any province or any instrument issued under any such Act; an act or omission likely to cause a significant waste of public money, an act or omission likely to endanger public health or safety or the environment.

2. The employer opposed the inclusion of this provision in the collective agreement.
3. The conciliation board does not recommend the inclusion of this provision in the collective agreement.

APPENDIX “B3” (NEW) – WARDEN’S APPENDIX

1. The bargaining agent proposed a special set of provisions respecting the training and career development for Wardens, which would ensure that the

employer would maintain the salaries of Parks Canada Agency employees who are in training programs to become Park Wardens during the training program.

2. It also proposed that the employer provide one hundred percent (100%) employer-funded life insurance for Park Wardens and other Agency employees who have difficulty obtaining insurance coverage due to the risks inherent in the performance of their duties.

3. The employer opposed the inclusion of these provisions in the collective agreement.

4. The conciliation board does not recommend these provisions.

APPENDIX "J" - WORKFORCE ADJUSTMENT

1. The bargaining agent proposed the elimination of Part VII of the Workforce Adjustment Policy; that is, the special provisions regarding "Alternate Delivery Initiatives".

2. The employer opposed the deletion of this part of the Workforce Adjustment Policy.

3. The conciliation board recommends that this provision be renewed without change.

RATES OF PAY

1. With respect to rates of pay, the bargaining agent made the following proposals:

- Increase by one dollar and sixty cents (\$1.60) per hour all existing rates of pay for the GL, GS, HP and SC groups.
- Abolish the regional pay grids and create a multi-step grid for those groups where it does not exist. For each level of each sub-group (GL and GS), create a two-step pay grid, with Step 1 at the highest regional rate of pay following the market adjustment noted above, and Step 2 being four

percent (4%) higher. All employees at the lowest regional rate of pay would move immediately to Step 1, then to Step 2 the following year. All employees already at the highest regional rate of pay would move immediately to Step 2.

- Adjust the pay levels for the AR, BI, CS, EL, EN, FI, FO and PC groups as follows:

With respect to the AR, EN, FO and PC groups, drop the bottom increment at each level, and add a four percent (4%) increment to the top of each level.

With respect to the BI group, add a harmonization payment equal to what the BIs at PIPSC received as part of the harmonization provided for in the arbitral award for this group. Drop the bottom increment at each level, and add a four percent (4%) increment at the top of each level.

With respect to the CS group, delete the first seven (7) steps of CS-1, and add a four percent (4%) increment at the top of each level.

With respect to the EL group, delete the bottom two (2) increments at EL-1, and delete the bottom three (3) increments at EL-2 to EL-9, and add a four percent (4%) increment to the top of each level.

With respect to the FI group, delete the bottom increments of FI-3 and FI-4, and add a four percent (4%) increment to the top of each level.

- Effective August 5, 2003, in respect of all pay classifications not referred to above, add one (1) additional step to the top of every pay classification level equal to four percent (4%) of the top step. Employees at the

previous top step for twelve (12) months would move immediately to the next top step, with this move in accordance with their date of appointment.

- Following the above-noted adjustments, increase all rates of pay by five percent (5%), retroactive to August 5, 2003.
- Effective August 5, 2004, add one (1) additional step to the top of every pay classification and level equal to four percent (4%) of the top step. All employees who have been at the previous top step for twelve (12) months will move immediately to the next top step; others will move in accordance with their date of appointment. Following the above restructuring, all rates of pay would be increased by five percent (5%).
- Effective August 5, 2005, increase all rates of pay by five percent (5%).

2. The bargaining agent also proposed a “cost-of-living” (COLA) clause. Pursuant to this provision, in each year of the agreement there would be an additional increase equal to the difference between the CPI and the applicable economical increase. As per the agreement, it would come into effect if the economic increase for a given time period falls below the CPI. That is, this clause would apply if the average annual CPI for the twelve (12) month period ending in August 2004 or in 2005 exceeded the economic adjustments scheduled for those two (2) years.

3. With respect to the GL and GS groups, the employer proposed creating a two-step structure, effective the date of the expiry of the existing agreement, that is, August 4, 2003. All current rates would constitute the first step and an additional step would be created at each rate representing a three percent (3%) increment. All employees would move to the new step.

Effective the first day of the collective agreement, that is, August 5, 2003, all employees would receive an economic increase equal to two point two five percent (2.25%). In the second year, that is, effective August 2004, the employees would receive another economic increase equal to two percent (2%).

Effective August 5, 2005, there would be a further economic increase of one point five percent (1.5 %).

4. The employer also agreed to the harmonization restructuring adjustments with respect to the AR, BI, CS, EL, EN, FI, FO and PC groups, to bring them into line with their counterparts in that part of the Public Service represented by the Treasury Board.

6. The conciliation board feels compelled to observe that the parties were miles apart with respect to their pay proposals. As one of the conciliation board members noted, “they are not even on the same planet.” It was apparent to the conciliation board that the parties realize that they have to move from their current positions in order to achieve a settlement, but they are reluctant to do so until such time as there is a settlement at the Table 2 negotiations. The board would note that the bargaining agent made a detailed and comprehensive pay proposal to the board supported by the joint Treasury Board/PSAC pay survey prepared by Morneau-Sobeco. **However**, in these circumstances, the conciliation board feels that it is both unable and unwilling to make a recommendation with respect to pay.

DATED AT OTTAWA, August 5, 2004,

**Philip Chodos,
Chairperson**

“James Wolfgang”
**James Wolfgang,
Member and Representative of
the Interests of the Bargaining Agent**

“Roch Paquin”

**Roch Paquin,
Member and Representative of
the Interests of the Employer**