



Treasury Board of Canada
Secretariat

Secrétariat du Conseil du Trésor
du Canada

EMPLOYER PROPOSALS
FOR THE
TECHNICAL SERVICES (TC) GROUP
COLLECTIVE AGREEMENT

27 APRIL 2007

TREASURY BOARD OF CANADA

Canada

INTRODUCTION

Without prejudice, attached are the Employer proposals for the negotiation of the collective agreement covering employees who are members of the Technical Services bargaining unit.

The Employer reserves the right to present other proposals as well as counter proposals with respect to union demands.

Also, the Employer proposes that articles of the agreement which are not ultimately dealt with as proposals by the parties shall be renewed with appropriate editorial modification to ensure compatibility with other articles as finally agreed.

Proposed changes are highlighted in **bold** font. Where deletions are proposed, the words have a strikethrough “—”.

GENERAL

The Employer proposes to:

1. simplify, consolidate and standardize where appropriate;
2. review and amend, as necessary, the collective agreement in relation to recent legislative changes.
3. discuss Pay Administration issues

VARIOUS ARTICLES

Replace the expression of time from “a.m.” and “p.m.” with the international system (00:00 to 24:00)

Example:

25.05 Subject to operational requirements as determined by the Employer from time to time, an employee shall have the right to select and request flexible hours between ~~6:00 a.m. and 6:00 p.m.~~ **06:00 and 18:00** and such request shall not be unreasonably denied

CHANGE FRACTIONS TO DECIMALS

seven and one-half ($7 \frac{1}{2}$) to seven decimal five (7.5)

thirty-seven and one-half ($37 \frac{1}{2}$) to thirty-seven decimal five (37.5)

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

“compensatory leave” means leave with pay in lieu of cash payment for overtime, work performed on a designated paid holiday, travelling time compensated at overtime rate, call-back, ~~reporting pay~~ and standby pay. The duration of such leave will be equal to the time compensated or the minimum time entitlement, multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee’s hourly rate of pay as calculated from the classification prescribed in the employee’s certificate of appointment on the day immediately prior to the day on which leave is taken (congé compensateur)

“employee” means a person so defined in the *Public Service Staff Labour Relations Act* and who is a member of the bargaining unit specified in Article 9 (employé-e),

“overtime” (heures supplémentaires) means:

(a) in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work,

or

(b) in the case of a part-time employee, authorized work in excess of seven ~~and one-half (7 1/2)~~ **decimal five (7.5)** hours **at straight time** per day **in the same position** or thirty-seven ~~and one-half (37 1/2)~~ **decimal five (37.5)** hours **at straight time** per week **in the same position**, but does not include time worked on a holiday,

or

(c) in the case of a part-time employee whose normal scheduled hours of work are in excess of seven ~~and one-half (7 1/2)~~ **decimal five (7.5)** hours per day in accordance with the Variable Hours of Work provisions (clauses 25.11 to 25.14), authorized work in excess of those normal scheduled daily hours **at straight time in the same position** or an average of thirty-seven ~~and one-half (37 1/2)~~ **decimal five (37.5)** hours **at straight time** per week **in the same position**,

“time and three-quarters” ~~means one and three-quarters (1 3/4) times the employee’s hourly rate of pay (tarif et trois quarts)~~

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:

- (a) if defined in the *Public Service Staff Labour Relations Act*, have the same meaning as given to them in the *Public Service Staff Labour Relations Act*,
and
- (b) if defined in the *Interpretation Act*, but not defined in the *Public Service Staff Labour Relations Act*, have the same meaning as given to them in the *Interpretation Act*.

ARTICLE 7**NATIONAL JOINT COUNCIL AGREEMENTS**

7.01 Agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement, and which the parties to this Agreement have endorsed after December 6, 1978 **and as amended from time to time**, will form part of this Agreement, subject to the *Public Service Staff Labour Relations Act (PSSLRA)* and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in ~~Schedule H~~ **Section 113(b)** of the **PSSLRA**.

7.02 The NJC items which may be included in a collective agreement are those items which the parties to the NJC agreements have designated as such or upon which the Chairman of the Public Service ~~Staff Labour~~ **Staff Labour** Relations Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978, **and as amended from time to time**.

7.03 ~~The following~~ **All** directives as amended from time to time by the National Joint Council recommendation and which the Treasury Board of Canada has approved form part of this Agreement.

Delete a) and b)

7.04 Grievances in regard to the ~~above~~ **NJC** directives shall be filed in accordance with clause 18.01 of ~~the Article on grievance procedure in~~ this Agreement.

ARTICLE 9**RECOGNITION**

9.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the **former** Public Service Staff Relations Board on June 10, 1999 covering employees of the Technical Services Group (currently classified in accordance with the Drafting and Illustration (DD), the Engineering and Scientific Support (EG), the General Technical (GT), the Photography (PY), the Primary Products Inspection (PI), or the Technical Inspection (TI) classification standards).

ARTICLE 11

CHECK-OFF

11.05 No employee organization, as defined in Section 2 of the *Public Service Staff Labour Relations Act*, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees.

ARTICLE 14
LEAVE WITH OR WITHOUT PAY
FOR ALLIANCE BUSINESS

Complaints made to the Public Service ~~Staff~~ Labour Relations Board Pursuant to Section ~~23~~ 190(1) of the *Public Service ~~Staff~~ Labour Relations Act*

14.01 When operational requirements permit, **in cases of complaints made to the Public Service Labour Relations Board pursuant to section 190(1) of the *PSLRA* alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the *PSLRA***, the Employer will grant leave with pay:

- (a) to an employee who makes a complaint on his or her own behalf, before the Public Service ~~Staff~~ **Labour** Relations Board,

and
- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.

Applications for Certification, Representations and Interventions with respect to Applications for Certification

14.03 The Employer will grant leave with pay:

- (a) to an employee called as a witness by the Public Service ~~Staff~~ **Labour** Relations Board,

and
- (b) when operational requirements permit, to an employee called as a witness by an employee or the Alliance.

Arbitration Board Hearings, ~~Conciliation Board~~ Public Interest Commission Hearings and Alternate Dispute Resolution Process

14.04 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board, ~~Conciliation Board~~ **a Public Interest Commission** or in an Alternate Dispute Resolution Process.

14.05 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, ~~Conciliation Board~~ **a Public Interest Commission** or in an Alternate Dispute Resolution Process and, when operational requirements permit, leave with pay to an employee called as a witness by the Alliance.

ARTICLE 16**ILLEGAL STRIKES**

16.01 The *Public Service Staff Labour Relations Act* provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including ~~discharge~~ **termination of employment pursuant to paragraph 12(1)(c) of the *Financial Administration Act***, for participation in an illegal strike as defined in the *Public Service Staff Labour Relations Act*.

ARTICLE 17**DISCIPLINE**

17.01 When an employee is suspended from duty or terminated in accordance with paragraph ~~11(2)(f)~~ **12(1)(c)** of the *Financial Administration Act*, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

ARTICLE 18**GRIEVANCE PROCEDURE**

Replace current article with the following:

18.01 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with section 15.0 of the NJC By-Laws.

18.02 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When the parties agree in writing to avail themselves of an informal conflict management system established pursuant to section 207 of the *PSLRA*, the time limits prescribed in the article 18 Grievance Procedure are suspended until either party gives the other notice in writing to the contrary.

18.03 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated holidays shall be excluded.

18.04 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Alliance Representative.

18.05 Where the provisions of clauses 18.07, 18.24 or 18.38 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

18.06 A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

Individual Grievances

18.07 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the employee's immediate supervisor or local officer-in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,

and

- (b) provide the employee with a receipt stating the date on which the grievance was received by him.**

18.08 Presentation of grievance

- (1) Subject to subsections (2) to (7), an employee is entitled to present an individual grievance if he or she feels aggrieved**
- (a) by the interpretation or application, in respect of the employee, of**
- (i) a provision of a statute or regulation, or of a direction or other instrument made or issued by the Employer, that deals with terms and conditions of employment, or**
- (ii) a provision of a collective agreement or an arbitral award;**
- or**
- (b) as a result of any occurrence or matter affecting his or her terms and conditions of employment.**
- (2) An employee may not present an individual grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.**
- (3) Despite subsection (2), an employee may not present an individual grievance in respect of the right to equal pay for work of equal value.**
- (4) An employee may not present an individual grievance relating to the interpretation or application, in respect of the employee, of a provision of a collective agreement or an arbitral award unless the employee has the approval of and is represented by the bargaining agent for the bargaining unit to which the collective agreement or arbitral award applies.**
- (5) An employee who, in respect of any matter, avails himself or herself of a complaint procedure established by a policy of the Employer may not present an individual grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from presenting an individual grievance under this Act.**
- (6) An employee may not present an individual grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.**

- (7) For the purposes of subsection (6), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

18.09 There shall be no more than a maximum of four (4) levels in the grievance procedure. These levels shall be as follows:

- (a) Level 1 - first (1st) level of management;
- (b) Levels 2 and 3 where such level or levels are established in Departments or Agencies - intermediate level(s);
- (c) Final level: the Deputy Minister (or his equivalent) or his delegated representative.

18.10 Representatives

- (a) The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the title of the person so designated together with the title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.
- (b) This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Alliance.

18.11 An employee may be assisted and/or represented by the Alliance when presenting a grievance at any level. The Alliance shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

18.12 An employee may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 18.07, not later than the twenty-fifth (25th) day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to grievance.

18.13 An employee may present a grievance at each succeeding level in the grievance procedure beyond the first (1st) level either:

- (a) where the decision or offer for settlement is not satisfactory to the employee, within ten (10) days after that decision or offer for settlement has been conveyed in writing to the employee by the Employer,

or

- (b) where the Employer has not conveyed a decision to the employee within the time prescribed in clause 18.14, within twenty-five (25) days after he presented the grievance at the previous level.

18.14 The Employer shall normally reply to an employee's grievance at any level of the grievance procedure, except the final level, within twenty (20) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

18.15 Where an employee has been represented by the Alliance in the presentation of his grievance, the Employer will provide the Alliance with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

18.16 Where a grievance has been presented up to and including the final level in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final level in the grievance process is final and binding and no further action may be taken under the *Public Service Labour Relations Act*.

18.17 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the final level may be eliminated by agreement of the Employer and the employee, and, where applicable, the Alliance.

18.18 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*, the grievance procedure set forth in this Agreement shall apply, except that the grievance may be presented at the final level only,

18.19 An employee may by written notice to his immediate supervisor or officer-in-charge withdraw a grievance.

18.20 Any employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond his control, he was unable to comply with the prescribed time limits.

18.21 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his grievance or refrain from exercising his right to present a grievance, as provided in this Collective Agreement.

18.22 Reference to Adjudication

- (1) An employee may refer to adjudication an individual grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to the employee's satisfaction if the grievance is related to
 - (a) the interpretation or application in respect of the employee of a provision of a collective agreement or an arbitral award;
 - (b) a disciplinary action resulting in termination, demotion, suspension or financial penalty;
 - (c) demotion or termination under paragraph 12(1)(d) of the *Financial Administration Act* for unsatisfactory performance or under paragraph 12(1)(e) of that Act for any other reason that does not relate to a breach of discipline or misconduct,
- (2) When an individual grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).
- (4) Nothing in subsection (1) above is to be construed or applied as permitting the referral to adjudication of an individual grievance with respect to
 - (a) any termination of employment under the *Public Service Employment Act*;
 - or
 - (b) any deployment under the *Public Service Employment Act*, other than the deployment of the employee who presented the grievance.

18.23 Before referring an individual grievance related to matters referred to in paragraph 18.22(1)(a), the employee must obtain the approval of his or her bargaining agent to represent him or her in the adjudication proceedings.

Group Grievances

18.24 The Alliance may present a grievance at any prescribed level in the grievance procedure, and shall transmit this grievance to the officer-in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,**
and
- (b) provide the Alliance with a receipt stating the date on which the grievance was received by him.**

18.25 Presentation of Group Grievance

- (1) The bargaining agent for a bargaining unit may present to the Employer a group grievance on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of a collective agreement or an arbitral award.**
- (2) In order to present the grievance, the Alliance must first obtain the consent of each of the employees concerned in the form provided for by the regulations. The consent of an employee is valid only in respect of the particular group grievance for which it is obtained.**
- (3) The group grievance must relate to employees in a single portion of the federal public administration.**
- (4) The Alliance may not present a group grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.**
- (5) Despite subsection (4), the Alliance may not present a group grievance in respect of the right to equal pay for work of equal value.**
- (6) If an employee has, in respect of any matter, availed himself or herself of a complaint procedure established by a policy of the Employer, the Alliance may not include that employee as one on whose behalf it presents a group grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from participating in a group grievance under this Article.**
- (7) The Alliance may not present a group grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.**
- (8) For the purposes of subsection (7), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.**

18.26 There shall be no more than a maximum of four (4) levels in the grievance procedure. These levels shall be as follows:

- (a) Level 1 - first (1st) level of management;
- (b) Levels 2 and 3 where such level or levels are established in Departments or Agencies - intermediate level(s);
- (c) Final level: the Deputy Minister (or his equivalent) or his delegated representative.

18.27 The Employer shall designate a representative at each level in the grievance procedure and shall inform the Alliance of the title of the person so designated together with the title and address of the officer-in charge to whom a grievance is to be presented.

18.28 The Alliance shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

18.29 The Alliance may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 18.24, no later than the twenty-fifth (25th) day after the earlier of the day on which the aggrieved employees received notification and the day on which they had knowledge of any act, omission or other matter giving rise to the group grievance.

18.30 The Alliance may present a grievance at each succeeding level in the grievance procedure beyond the first (1st) level either:

- (a) where the decision or offer for settlement is not satisfactory to the Alliance, within ten (10) days after that decision or offer for settlement has been conveyed in writing to the Alliance by the Employer,
- or
- (b) where the Employer has not conveyed a decision to the Alliance within the time prescribed in clause 18.31, within twenty-five (25) days after the Alliance presented the grievance at the previous level.

18.31 The Employer shall normally reply to the Alliance's grievance at any level of the grievance procedure, except the final level, within twenty (20) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

18.32 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the final level may be eliminated by agreement of the Employer and the Alliance.

18.33 The Alliance may by written notice to officer-in-charge withdraw a grievance.

18.34 Opting out of a group Grievance

- (1)** An employee in respect of whom a group grievance has been presented may, at any time before a final decision is made in respect of the grievance, notify the Alliance that the employee no longer wishes to be involved in the group grievance.
- (2)** The Alliance shall provide to the representatives of the Employer authorized to deal with the grievance, a copy of the notice received pursuant to paragraph (1) above.
- (3)** After receiving the notice, the Alliance may not pursue the grievance in respect of the employee.

18.35 The Alliance failing to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond its control, it was unable to comply with the prescribed time limits.

18.36 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause the Alliance to abandon the grievance or refrain from exercising the right to present a grievance, as provided in this Collective Agreement.

18.37 Reference to Adjudication

- (1)** The Alliance may refer to adjudication any group grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to its satisfaction.
- (2)** When a group grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3)** The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

Policy Grievances

18.38 The Employer and the Alliance may present a grievance at the prescribed level in the grievance procedure, and forward the grievance to the representative of the Alliance or the Employer, as the case may be, authorized to deal with the

grievance. The party who receives the grievance shall provide the other party with a receipt stating the date on which the grievance was received by him.

18.39 Presentation of Policy Grievance

- (1) The Employer and the Alliance may present a policy grievance to the other in respect of the interpretation or application of the collective agreement or arbitral award as it relates to either of them or to the bargaining unit generally.**
- (2) Neither the Employer nor the Alliance may present a policy grievance in respect of which an administrative procedure for redress is provided under any other Act of Parliament, other than the *Canadian Human Rights Act*.**
- (3) Despite subsection (2), neither the Employer nor the Alliance may present a policy grievance in respect of the right to equal pay for work of equal value.**
- (4) The Alliance may not present a policy grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.**
- (5) For the purposes of subsection (4), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.**

18.40 There shall be no more than one (1) level in the grievance procedure.

18.41 The Employer and the Alliance shall designate a representative and shall notify each other of the title of the person so designated together with the title and address of the officer-in charge to whom a grievance is to be presented.

18.42 The Employer and the Alliance may present a grievance in the manner prescribed in clause 18.38, no later than the twenty-fifth (25th) day after the earlier of the day on which it received notification and the day on which it had knowledge of any act, omission or other matter giving rise to the policy grievance.

18.43 The Employer and the Alliance shall normally reply to the grievance within sixty (60) days when the grievance is presented.

18.44 The Employer or the Alliance, as the case may be, may by written notice to officer-in-charge abandon a grievance.

18.45 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause the Employer or the Alliance to abandon the grievance or

refrain from exercising the right to present a grievance, as provided in this Collective Agreement.

18.46 Reference to Adjudication

- (1) A party that presents a policy grievance may refer it to adjudication.**
- (2) When a policy grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.**
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).**

Expedited Adjudication

18.47 The parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

- (a) At the request of either party, a grievance that has been referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties.**
- (b) When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Alliance will submit to the PSLRB the consent form signed by the grievor or the bargaining agent.**
- (c) The parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts it will be submitted to the PSLRB or to the Adjudicator at the hearing.**
- (d) No witnesses will testify.**
- (e) The Adjudicator will be appointed by the PSLRB from among its members who have had at least three (3) years experience as a member of the Board.**
- (f) Each Expedited Adjudication session will take place in Ottawa, unless the parties and the PSLRB agree otherwise. The cases will be scheduled jointly by the parties and the PSLRB, and will appear on the PSLRB schedule.**
- (g) The Adjudicator will make an oral determination at the hearing, which will be recorded and initialled by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.**

- (h) The Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.**

ARTICLE 25
HOURS OF WORK

Discuss the hours of work in relation to temporary closure of workplace.

Alternate Provision

This article does not apply to employees in the PI bargaining unit (see provisions of Appendix "M").

General

25.01 An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

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

25.03 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

Day Work

25.04 Except as provided for in clause **25.05**, **25.07** and 25.10:

- (a) the normal work week shall be thirty-seven **decimal five (37.5)** and ~~one-half (37 1/2)~~ hours,
- (b) from Monday to Friday **inclusive**,
- (c) comprising of five (5) days of seven **decimal five (7.5) consecutive** and ~~one-half (7 1/2)~~ hours each, exclusive of a lunch period,

and
- (d) shall be scheduled ~~to fall within a nine (9) hour period~~ between the hours of **06:00 and 18:00** ~~6:00 a.m. and 6:00 p.m.~~, unless otherwise agreed in consultation between the Alliance and the Employer at the appropriate level.

25.05 Summer and Winter Hours

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

25.06 Flexible Hours

Subject to operational requirements as determined by the Employer from time to time, an employee shall have the right to select and request flexible hours between **06:00 and 18:00** ~~6:00 a.m. and 6:00 p.m.~~ and such request shall not be unreasonably denied.

25.07 Variable Hours

- (a) Notwithstanding the provisions of **25.04 (a) and (c)**, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven **decimal five (37.5)** hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer.
- (b) In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.
- (c) **Employees covered by this clause shall be subject to the variable hours of work provisions established in clauses 25.11 to 25.14.**

25.08 Rest Periods

Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal day for non-operating employees. The Employer agrees, where operational requirements permit, to continue the present practice of providing rest periods for operating employees.

25.09 If an employee is given less than ~~seven (7) days'~~ **forty-eight (48) hours'** advance notice of a change in his or her shift schedule, the employee will receive a premium rate of time and one-half (1 1/2) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time. Such employee shall retain his or 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 collective agreement.

Shift Work

25.10 For employees who work on a rotating or irregular basis:

- (a) Normal hours of work shall be scheduled so that employees work:
- (i) an average of thirty-seven ~~and one-half (37 1/2)~~ **decimal five (37.5)** hours per week and an average of five (5) days per week,

and
 - (ii) seven ~~and one-half (7 1/2)~~ **decimal five (7.5)** hours per day.
- (b) The Employer shall make every reasonable effort to schedule a meal break of one-half (1/2) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the mid-point of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Employer and the employee. If an employee is not given a meal break scheduled in advance, all time from the commencement to the termination of the employee's full shift shall be deemed time worked.
- (c) When an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:
- (i) on the day it commenced where half (1/2) or more of the hours worked fall on that day,

or
 - (ii) on the day it terminates where more than half (1/2) of the hours worked fall on that day.

Accordingly, the first (1st) day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift; and the second (2nd) day of rest will start immediately after midnight of the employee's first (1st) day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

- (d) Every reasonable effort shall be made by the Employer:
- (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
 - (ii) to avoid excessive fluctuations in hours of work;

- (iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;
 - (iv) to arrange shifts over a period of time not exceeding fifty-six (56) days and to post schedules at least fourteen (14) days in advance of the starting date of the new schedule;
 - (v) to grant an employee a minimum of two (2) consecutive days of rest.
- (e) In order to continue the present scheduling practices for upper air technicians, the provision of sub-paragraph 25.10(a)(ii) and (d)(i) will not apply.
- (f) Subject to paragraphs 25.10(a) through 25.10 (e), scheduling practices will continue in specialized areas as follows:
- (i) ice observers aboard ice-breakers shall work fifty-six (56) hours per week,
 - (ii) upper air technicians shall work not less than five (5) hours per shift.
- (g) Notwithstanding the provisions of this article, it may be operationally advantageous to implement work schedules for employees that differ from those specified in this clause. Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected.

Terms and Conditions Governing the Administration of Variable Hours of Work

25.11 The terms and conditions governing the administration of variable hours of work implemented pursuant to paragraphs 25.05, 25.07, and 25.10(g) are specified in clauses 25.11 to 25.14. This Agreement is modified by these provisions to the extent specified herein.

25.12 Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

25.13

- (a) The scheduled hours of work of any day, may exceed or be less than seven ~~and one-half (7 1/2)~~ **decimal five (7.5)** hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.

- (b) Such schedules shall provide an average of thirty-seven ~~and one-half (37 1/2)~~ **decimal five (37.5)** hours of work per week over the life of the schedule.
- (i) The maximum life of a schedule for shift workers shall be six (6) months.
- (ii) The maximum life of a schedule for Day workers shall be twenty-eight (28) days, except when the normal weekly and daily hours of work are varied by the Employer to allow for summer and winter hours in accordance with clause 25.05, in which case the life of a schedule shall be one (1) year.
- (c) Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

25.14 For greater certainty, the following provisions of this Agreement shall be administered as provided herein:

(a) **Interpretation and Definitions (clause 2.01)**

"Daily rate of pay" - shall not apply.

(b) **Minimum Number of Hours Between Shifts (sub-paragraph 25.10(d)(i))**

The minimum period between the end of the employee's shift and the beginning of the next one, shall not apply.

(c) **Exchange of Shifts (clause 25.03)**

On exchange of shifts between employees, the Employer shall pay as if no exchange had occurred.

(d) **Designated Paid Holidays (clause 32.05)**

(i) A designated paid holiday shall account for seven ~~and one-half (7 1/2)~~ **decimal five (7.5)** hours.

(ii) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the pay for the hours specified in sub-paragraph (i), at time and one-half (1 1/2) up to his or her regular scheduled hours worked and at double (2) time for all hours worked in excess of his or her regular scheduled hours.

(e) **Travel**

Overtime compensation referred to in clause 34.04 shall only be applicable on a work day for hours in excess of the employee's daily scheduled hours of work.

(f) **Acting Pay**

The qualifying period for acting pay as specified in paragraph 64.07(a) shall be converted to hours.

(g) **Shift Premium**

Shift work employees on variable hour shift schedules pursuant to Appendix "D" of this agreement will receive a shift premium in accordance with clause 27.01.

~~(h) **Overtime**~~

~~Overtime shall be compensated for all work performed on regular working days or on days of rest at time and three quarter (1 3/4).~~

ARTICLE 26**SHIFT PRINCIPLE****26.01**

- (a) When a full-time indeterminate employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours his or her scheduled hours of work on a day during which he or she would be eligible for a Shift Premium, the employee may request that his or her hours of work on that day be scheduled between ~~7:00 a.m. and 6:00 p.m.~~ **06:00 and 18:00**; such request will be granted provided there is no increase in cost to the Employer. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his or her attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.
- (i) Public Service ~~Staff~~ **Labour** Relations Board Proceedings
Clauses 14.01, 14.02, 14.04, 14.05 and 14.06.

ARTICLE 27**SHIFT AND WEEKEND PREMIUMS****Excluded provisions**

This Article does not apply to employees on day work, covered by clauses 25.04 to 25.07 or clause 25.04 of Appendix "M" inclusive.

27.01 Shift Premium

An employee working on shifts **scheduled pursuant to clause 25.10**, will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, between ~~4:00 p.m. and 8:00 a.m.~~ **16:00 and 08:00**. The shift premium will not be paid for hours worked between ~~8:00 a.m. and 4:00 p.m.~~ **08:00 and 16:00**.

27.02 Weekend Premium

- (a) An employee working on shifts **scheduled pursuant to clause 25.10** during a weekend will receive an additional premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.
- (b) Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

ARTICLE 28**OVERTIME**

Delete current 28.01 and replace with the following:

28.01 General

- (a) **An employee is entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked by him or her:**
- (i) **when the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions,**
 - and**
 - (ii) **when the employee does not control the duration of the overtime work.**
- (b) **Employees shall record starting and finishing times of overtime work in a form determined by the Employer.**
- (c) **For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.**
- (d) **Payments provided under the Overtime, Call-Back Pay, Standby and Designated Paid Holidays provisions of this Agreement shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.**

28.02 Overtime Compensation on a Workday

Subject to 28.01(a):

- (a) **an employee who is required to work overtime on his or her scheduled workday is entitled to compensation at time and one-half (1 1/2) for the first seven decimal five (7.5) consecutive hours of overtime worked and double (2) time for all overtime hours worked in excess of seven decimal five (7.5) consecutive hours of overtime in any contiguous period;**
- (b) **if an employee is given instructions before the beginning of the employee's meal break or before the midpoint of the employee's work day whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater;**

- (c) if an employee is given instructions, after the midpoint of the employee's work day or after the beginning of his or her meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight time, whichever is the greater.

28.03 Overtime Compensation on a Day of Rest

Subject to 28.01(a):

- (a) **an employee who is required to work on a day of rest is entitled to compensation at time and one-half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter;**
- (b) **an employee who is required to work on two (2) or more consecutive and contiguous days of rest is entitled to compensation at double (2) time for all hours worked on the second and each consequent day of rest.**

28.04 Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

- (a) to allocate overtime work on an equitable basis amongst readily available, qualified employees,
- and
- (b) to give employees who are required to work overtime adequate advance notice of the requirement.

28.05 The Alliance is entitled to consult the deputy minister or the deputy minister's representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.

28.06 Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representative authorized to act on behalf of the Alliance for consultation purposes.

28.07 Reporting Pay

- (a) When an employee is ~~required~~ **scheduled** to report **for work** and reports to work on the employee's day of rest, the employee is ~~entitled to a minimum of three (3) hours' pay at the applicable overtime rate of pay~~ shall be paid the greater of:
- i) **compensation at the applicable overtime rate for overtime worked,**

or

- ii) **compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay except that this minimum shall only apply once during a single eight (8) hour period, starting when the employee first commences the work.**

(b) The minimum payment referred to in (a)(ii) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 63.05.

(c) **To Apply to the EG, DD, PY and PI Groups Only**

When an employee reports for work under the conditions described in 28.07(a) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

- (i) ~~mileage~~ **Allowance to a maximum of 50 kilometres per travel (maximum roundtrip of 100 km) between the employee's workplace and residence** at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile;

or

- (ii) out-of-pocket expenses for other means of commercial transportation.

(d) 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.

(e) **To Apply to EG Group Only**

An employee required to report aboard ship sailing from home port outside the employee's normally scheduled working hours and who is not required to work aboard on reporting will be paid a premium of one (1) hour's pay at the straight-time rate.

(f) **To Apply to EG Group Only**

This Article does not apply where an employee who has accommodation on board a vessel and is not in the employee's home port, reports for sailing in accordance with posted sailing orders or as otherwise required by the Master.

28.08 Transportation Expenses

- (a) When an employee is required to report for work and reports under the conditions described in 28.02 (b) or (c) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
- (i) ~~mileage~~ **Allowance to a maximum of 50 kilometres per travel (maximum roundtrip of 100 km) between the employee's workplace and residence** at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile;

or

 - (ii) out-of-pocket expenses for other means of commercial transportation.

28.09 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.

28.10 Notwithstanding the provisions of this agreement for the payment of double (2) time, Aerological Observers shall be compensated at double (2) time as follows:

- (a) for all hours worked in excess of seven ~~and one half (7 1/2)~~ **decimal five (7.5)** hours beyond what was scheduled for a normal day;
- (b) for all hours worked in excess of scheduled hours on a first (1st) day of rest, whether the period of work is a contiguous period or not (these days are identified on the shift schedules);
- (c) for all hours worked on a second (2nd) day of rest (these days are identified on the shift schedules);
- (d) for all hours worked in excess of the scheduled hours of work on a Designated Holiday.

28.11 Meal Allowance

To Apply to all Groups Except PI

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ten dollars (\$10.00), except where free meals are provided. **Reasonable time with pay to be determined by the**

Employer shall be allowed to the employee in order to take a meal either at or adjacent to his place of work.

- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a), the employee shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10.00) for each additional four (4) hour period thereafter, except where free meals are provided.

Reasonable time with pay to be determined by the Employer shall be allowed to the employee in order to take a meal either at or adjacent to his place of work.

- ~~(e) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.~~

- (c) ~~Meal allowances under this clause~~ **Paragraphs 28.11(a) and (b)** shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

28.12 To Apply to PI Group Only

An employee who works three (3) or more hours of overtime:

- (a) immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of his/her last scheduled work period,

or

- (b) immediately following the employee's scheduled hours of work

shall be reimbursed for one (1) meal in the amount of ten dollars (\$10.00), except where free meals are provided. When an employee works additional overtime continuously extending three (3) hours or more beyond the periods provided for in (a) and (b) above, the employee shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10.00) for each additional three (3) consecutive hours worked, except where free meals are provided. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the meal break may be taken either at or adjacent to the employee's place of work.

- (c) ~~This Clause 28.12~~ shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

28.13 When a contractor plans to close a plant between two (2) designated paid holidays or between a designated paid holiday and a weekend in order to give the contractor's employees an extended holiday period, Resident Inspectors of the Department of National Defence may be required to work the same days of rest as those worked by the

contractors' employees at the straight-time rate and take lieu days to coincide with the plant's shutdown.

28.12 Moved to Article 29 – Call-Back Pay

28.14 Compensation in Cash or Leave With Pay

- (a) **Compensation earned under this Article** shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and with the concurrence of the employee, ~~overtime~~ **the compensation** may be ~~compensated in equivalent leave with pay granted in compensatory leave with pay and administered in accordance with Article 37.~~
- (b) The Employer shall endeavour to make cash payment for overtime in the pay period following that in which the credits were earned.
- ~~(c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.~~
- ~~(d) Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.~~

ARTICLE 29
CALL-BACK PAY

Alternate Provisions

Clauses 29.01, 29.02 and **29.03** do not apply to employees covered by 29.04.

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 at the applicable overtime rate for **overtime time** worked,
or
 - (ii) **compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay except that this minimum shall only apply once during a single eight (8) hour period, starting when the employee first commences the work**

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)(ii) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 63.06.

(previously article 28.12)

29.02 If an employee receives a call to duty and works a minimum of fifteen (15) minute period at his or her residence or at another place to which the Employer agrees:

- (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, the employee shall be paid the greater of:**
- i) compensation at the applicable overtime rate for ~~overtime time~~ worked,
 - or**
 - ii) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall **only** apply ~~once only the first time an employee performs work~~ during an **single** eight (8) hour period, starting when the employee first commences the work

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

29.03 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.

29.04 This Article does not apply where an employee who has accommodation on board a vessel and:

- (a) is not in his or her home port, reports for sailing in accordance with posted sailing orders or as otherwise required by the Master;
- or**
- (b) is on the Employer's premises at the time of notification of the requirement to work overtime.

29.05 Compensation in Cash or Leave With Pay

- (a) Compensation earned **at the overtime rate** under this Article shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and with the concurrence of the employee, ~~overtime the compensation may be compensated in equivalent leave with pay~~ **granted in compensatory leave with pay and administered in accordance with Article 37.**

- (b) The Employer shall endeavour to make cash payment for overtime in the pay period following that in which the credits were earned.
- ~~(c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.~~
- ~~(d) Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.~~

ARTICLE 30**STANDBY**

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

30.02 An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be **readily** available to return for work as quickly as possible, **and within a reasonable time frame as determined by the Employer**, if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

30.03 No standby payment shall be granted if an employee is unable to report for work when required.

30.04 An employee on standby who is required to report for work shall be compensated in accordance with Article 29.

30.05 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than an 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.

30.06 Compensation in Cash or Leave With Pay

(a) **Compensation earned under this Article** ~~Payments referred to in clauses 30.01 and 30.04 shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and with the concurrence of the employee, the payment~~ **compensation may be compensated in equivalent leave with pay granted in compensatory leave with pay and administered in accordance with Article 37.**

(b) ~~Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.~~

ARTICLE 32**DESIGNATED PAID HOLIDAYS****32.06 Reporting for Work**

- (a) When an employee is ~~required~~ **scheduled** to report for work and reports on a designated holiday, the employee shall be paid the greater of:
- (i) compensation in accordance with the provisions of clause 32.05;
 - or
 - (ii) compensation equivalent to three (3) hours' pay at the applicable overtime rate **except that this minimum shall only apply once during a single eight (8) hour period, starting when the employee first commences the work.**
- (b) **The minimum payment referred to in (a)(ii) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 63.05.**

32.10 Compensation in Cash or Leave With Pay

- (a) **Compensation earned under this Article** ~~Payments referred to in clause 32.05 and 32.06~~ shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and with the concurrence of the employee, the payment may be ~~compensated in equivalent leave with pay~~ **granted in compensatory leave with pay and administered in accordance with Article 37.**
- ~~(b) Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.~~

ARTICLE 34

TRAVELLING TIME

- 34.03** For the purposes of clauses 34.02 and 34.04, the travelling time for which an employee shall be compensated is as follows:
- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
 - (b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.
 - (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.
- 34.04** If an employee is required to travel as set forth in clauses 34.02 and 34.03:
- (a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
 - (b) On a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) his or her regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours,

and
 - (ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours pay at the straight-time rate of pay.
 - (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours pay at the straight-time rate of pay.
 - (d) **For the purpose of clauses 34.04 (b) and (c), should a period of work and travel continue into the next day, the employee's total travel period will be deemed to have taken place on the day it started.**

34.07 Compensation in Cash or Leave With Pay

- (a) Upon request of an employee and with the approval of the Employer, **or at the request of the Employer and with the concurrence of the employee**, compensation at the overtime rate earned under this Article may be granted in compensatory leave with pay **and administered in accordance with Article 37**.
- ~~(b) Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position at the end of the twelve (12) month period.~~

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) hours off with pay. 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)~~ **sixty (60)** 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.
- (c) This leave with pay is deemed to be compensatory leave and is subject to ~~paragraphs 28.02(c) and (d)~~. **Article 37**.

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.

NEW ARTICLE 37
COMPENSATORY LEAVE

37.01

- (a) Upon request of an employee and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, all overtime, travelling time compensated at overtime rates, call-back pay, standby pay and time worked on a designated paid holiday may be compensated in equivalent leave with pay.
- (b) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (c) **At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.**
- (d) Compensatory leave with pay not used by the end of a twelve (12)-month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12)-month period.

37.02 Where, in respect of any period of compensatory leave, an employee is granted:

- (a) **bereavement leave with pay,**

or

- (b) **sick leave on production of a medical certificate,**

the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

Sick Leave With Pay – delete 39.06

Bereavement Leave With Pay - Delete reference to Compensatory Leave in Article 51.04

ARTICLE 38**VACATION LEAVE WITH PAY****Entitlement to Vacation Leave With Pay**

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

~~**38.04** If at the end of a fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one half (1/2) day, the entitlement shall be increased to the nearest half (1/2) day.~~

Scheduling of Vacation Leave With Pay

Delete current 38.05 and replace with:

38.05

- (a) **Employees are expected to take all their vacation leave during the vacation year in which it is earned.**
- (b) **Subject to the following subparagraphs, the Employer reserves the right to schedule an employee's vacation leave earned in the current or prior year(s) but shall make every reasonable effort:**
 - (i) **to provide an employee's vacation leave in an amount and at such time as the employee may request;**
 - (ii) **not to recall an employee to duty after the employee has proceeded on vacation leave;**
 - (iii) **not to cancel nor alter a period of vacation or furlough leave which has been previously approved in writing.**

38.06 The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial, **alteration** or cancellation of a request for vacation or furlough leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

38.08 Carry-Over and/or Liquidation of Vacation Leave

- (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and ~~sixty-two decimal~~ **twenty-five (262.5225)** hours

credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and ~~sixty-two decimal~~ **twenty-five (225)** hours shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

- (b)
- (i) Notwithstanding paragraph (a), if on November 21, 2001 or on the date an employee becomes subject to this Agreement, he or she has more than two hundred and ~~sixty-two decimal~~ **twenty-five (225)** hours of unused vacation leave credits earned during previous years, this number of unused vacation leave credits shall become the employee's accumulated leave maximum.
 - (ii) Unused vacation leave credits equivalent to the employee's accumulated leave maximum shall be carried over into the following vacation year.
 - (iii) Unused vacation leave credits in excess of the employee's accumulated leave maximum shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.
- (c) The employee's accumulated leave maximum shall be reduced irrevocably by the number of vacation leave credits liquidated in excess of the employee's annual vacation leave entitlement during the vacation year.
- (d) Notwithstanding (b)(iii), where the Employer cancels a period of vacation leave which has been previously approved in writing, and which cannot be rescheduled before the end of the vacation year, the cancelled leave may be carried over into the next vacation year.
- (e) ~~38.14~~ During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid in cash at the employees' daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31st of the previous vacation year.

Leave When Employment Terminates

38.10 When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave with pay to the employee's credit by the daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment. ~~except that the Employer shall grant the employee any vacation~~

~~and furlough leave earned but not used by the employee before the employment is terminated by lay-off if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.~~

38.11 Notwithstanding clause 38.10, an employee whose employment is terminated for cause **pursuant to Section 12(1)(e) of the *Financial Administration Act*** by reason of a ~~declaration that he or she abandoned his or her position~~ **abandonment of his or her position** is entitled to receive the payment referred to in clause 38.10, if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

38.12 ~~Where the employee requests, except that the Employer shall grant the employee any~~ **his or her unused** vacation and furlough leave **credits earned but not used by the employee** before the employment is terminated by lay-off ~~if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.~~

Advance Payments

38.13

- (a) ~~The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.~~
- (b) ~~Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.~~

Cancellation or Alteration of Vacation Leave

38.14 When the Employer cancels or alters a period of vacation or furlough leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

38.16 Appointment to a Separate Agency Employer

Notwithstanding clause 38.10, an employee who resigns to accept an appointment with an organization listed in ~~Part II of Schedule I-V of the *Public Service Relations Act*~~ ***Financial Administration Act*** may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

38.17 Appointment from a Separate Agency Employer

The Employer agrees to accept the unused vacation and furlough leave credits up to a maximum of two hundred and ~~sixty two decimal~~ **twenty-five (225 262.5)** hours of an employee who resigns from an organization listed in ~~Part II of the~~ **Schedule I V of the *Public Service Relations Financial Administration Act*** in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

38.18

- (a) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 38.02(h).

~~(b)~~ **Transitional Provision**

~~Effective on March 14, 2005, employees with more than two (2) years of service, as defined in clause 38.02(h), shall be credited a one-time entitlement of thirty seven decimal five (37.5) hours of vacation leave with pay.~~

- ~~(c) The vacation leave credits provided in clauses 38.17(a) and (b) above shall be excluded from the application of paragraph 38.08 dealing with the Carry over and/or Liquidation of Vacation Leave.~~

ARTICLE 39**SICK LEAVE WITH PAY****39.01**

~~(b) — A shift worker shall earn additional sick leave credits at the rate of one decimal two five (1.25) hours for each calendar month during which he or she works shifts and he or she receives pay for at least seventy five (75) hours. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred and twelve decimal five (112.5) hours of sick leave credits during the current fiscal year.~~

Granting of Sick Leave

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

For greater certainty, the Employer may at any time request a medical certificate which shall be obtained by the employee or obtain a medical opinion from Health Canada or its authorized agent on the employee's ability to perform all or some of his or her duties.

39.08 The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to Section ~~11(2)(g)~~ **12(1)(e)** of the *Financial Administration Act* at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which Injury on Duty Leave has been granted pursuant to Article 41.

ARTICLE 42**MATERNITY LEAVE WITHOUT PAY**

The Employer wishes to incorporate in the collective agreement the language of the Memorandum of Agreement signed on December 24th, 2005.

42.02 Maternity Allowance

- (i) Where an employee becomes eligible for a pay increment or pay revision **that would increase the maternity allowance** ~~while in receipt of the maternity allowance~~, the allowance shall be adjusted accordingly.

42.04 Transitional Provisions

~~If, on the date of signature of this Agreement, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.~~

ARTICLE 43**MATERNITY-RELATED REASSIGNMENT OR LEAVE**

43.02 An employee's request under clause 43.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain ~~an independent~~ a medical opinion **from Health Canada or its authorized agent.**

ARTICLE 44**PARENTAL LEAVE WITHOUT PAY**

The Employer wishes to incorporate in the collective agreement the language of the Memorandum of Agreement signed on December 24th, 2005.

44.02 Parental Allowance

- (i) Where an employee becomes eligible for a pay increment or pay revision ~~while in receipt of~~ **that would increase the** parental allowance, the allowance shall be adjusted accordingly.
- (k) The maximum combined, **shared** maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks.

44.04 Transitional Provisions

~~If, on the date of signature of this Agreement, an employee is currently on parental leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.~~

ARTICLE 45**LEAVE WITHOUT PAY FOR****THE CARE OF IMMEDIATE FAMILY**

45.03 Subject to clause 45.02, an employee ~~shall~~**may** be granted leave without pay for the Care of Immediate Family in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this clause shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) leave granted for a period of one (1) year or less shall be scheduled ~~in a manner which ensures continued service delivery~~ **subject to operational requirements.**

Transitional Provision

45.06 Delete

ARTICLE 46
VOLUNTEER LEAVE

Delete

To be discussed in the context of repackaging various leave provisions

ARTICLE 47
LEAVE WITH PAY FOR
FAMILY-RELATED RESPONSIBILITIES

Delete

To be discussed in the context of repackaging various leave provisions

ARTICLE 49

PERSONAL LEAVE WITH PAY

Delete

To be discussed in the context of repackaging various leave provisions

ARTICLE 51**BEREAVEMENT LEAVE WITH PAY**

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

ARTICLE 52**COURT LEAVE**

52.01 The Employer shall grant leave with pay to an employee for the period of time he or she is required:

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) by subpoena or summons to attend as a witness in any proceeding held:
 - i. in or under the authority of a court of justice ~~or before a grand jury,~~
 - ii. before a court, judge, justice, magistrate or coroner,
 - iii. before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
 - iv. before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,or
 - v. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

ARTICLE 53**PERSONNEL SELECTION LEAVE**

53.01 Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the Public Service, as defined in the *Public Service Staff Labour Relations Act*, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his or her presence is so required.

ARTICLE 55

LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

55.01 At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;
- (b) **in exceptional circumstances**, leave with or without pay for purposes other than those specified in this Agreement.

ARTICLE 57**STATEMENT OF DUTIES**

57.01 Upon written request, an employee shall be provided with ~~a complete and current~~ **a copy of the official** statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.

ARTICLE 63

PART-TIME EMPLOYEES

63.01 Definition

Part-time employee means an employee whose weekly scheduled hours of work on average **in the same position** are less than those established in Article 25 but not less than those prescribed in the *Public Service Staff Labour Relations Act*.

General

63.02 Unless otherwise specified in this Article, part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work **in the same position** compare with thirty-seven ~~and one-half (37 1/2)~~ **decimal five (37.5)**.

63.04 The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days **at straight time** or thirty-seven ~~and one-half (37 1/2)~~ **decimal five (37.5)** hours **at straight time in the same position in the week**.

63.05 Reporting Pay

Subject to clause 63.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with paragraph ~~31.01(a)~~ **28.07(a)** of this collective agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

Designated Holidays

63.07 A part-time employee shall not be paid for the designated holidays but shall, instead be paid four ~~and one-quarter per cent (4 1/4%)~~ **decimal twenty-five per cent (4.25%)** for all straight-time hours worked.

63.08 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 32.01, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to seven ~~and one-half (7 1/2)~~ **decimal five (7.5)** hours and double time (2) thereafter.

ARTICLE 64**SEVERANCE PAY****64.01****(f) Termination for Cause for Reasons of Incapacity or Incompetence**

- (i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section ~~11(2)(g)~~ **12(1)(e)** of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
- (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to Section ~~11(2)(g)~~ **12(1)(d)** of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

64.02

To be discussed

64.03 Appointment to a Separate Agency ~~Employer organization~~

Notwithstanding paragraph 64.01(b), an employee who resigns to accept an appointment with an organization listed in ~~Part II of Schedule I of the *Public Service Staff Relations Act*~~ **Schedule V of the *Financial Administration Act*** may choose not to be paid severance pay provided that the appointing organization will accept the employee's ~~Part I Schedules I and IV of the *Financial Administration Act*~~ service for its severance pay entitlement.

ARTICLE 65

PAY ADMINISTRATION

Add title:

65.07 Acting Pay

ARTICLE 67**DURATION**

67.01 This agreement shall expire on _____. ~~The duration of this collective agreement shall be from the date it is signed to June 21, 2007.~~

67.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed.

67.03 The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.

Note: The Employer reserves the right to present proposals regarding the date on which the provisions of the new agreement become effective, on the duration of the agreement, as well as on the implementation of the retroactive period of the agreement, where applicable.

APPENDIX “A”

The Employer wishes to discuss a new approach to pay.

The Employer wishes to discuss pay notes with a view to consolidate and simplify the administration.

APPENDIX "B"**MEMORANDUM OF UNDERSTANDING****CONCERNING EMPLOYEES IN THE GENERAL TECHNICAL GROUP,
EMPLOYED BY THE DEPARTMENT OF FISHERIES AND OCEANS
AT A FISH HATCHERY****2.06 Compensation in Cash or Leave With Pay**

- (a) Payments earned under this Appendix shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, payments may be ~~compensated in equivalent leave with pay~~ **granted in compensatory leave with pay and administered in accordance with Article 37.**
- (b) ~~Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.~~

APPENDIX “C”

MEMORANDUM OF AGREEMENT

CONCERNING FISHERY OFFICERS

IN THE GENERAL TECHNICAL GROUP

WORKING ON OFF-SHORE SURVEILLANCE IN THE

DEPARTMENT OF FISHERIES AND OCEANS

The Employer and the Public Service Alliance of Canada agree, for the term of this collective agreement, that Fishery Officers working on off-shore surveillance and employed with the Department of Fisheries and Oceans will work an average of nine **decimal five (9.5)** and ~~one-half (9 1/2)~~ hours per day while in a Surveillance Mode.

- (b) In addition, if the vessel or aircraft does not depart as scheduled on a designated paid holiday or a day of rest, the reporting pay **provisions** ~~article~~ of the collective agreement shall apply.

Arrest Mode

In Arrest Mode, the overtime provisions of sub-clauses **28.02 and 28.03** ~~28.01(a) and (b)~~ will apply. In calculating the entitlement, all hours for that day will be a combination of hours in Surveillance Mode, nine **decimal five (9.5)** and ~~one-half (9.5)~~ hours and Arrest Mode (all remaining hours).

For the purposes of calculating the rate of pay while in Arrest Mode, the regular nine **decimal five and one-half (9.5)**-hour day shall be deemed to have begun at 8:00 hours and would normally have ceased at 18:00 hours [with one-half (1/2) hour for lunch]. As such, where an Arrest Mode is authorized after 18:00 hours, the officer would be compensated at time and one-half (1 1/2) his or her straight-time rate at the beginning of the Arrest Mode.

APPENDIX "G"**MEMORANDUM OF AGREEMENT****APPLICABLE TO CERTAIN EMPLOYEES IN THE****GENERAL TECHNICAL GROUP,****EMPLOYED BY THE DEPARTMENT OF FISHERIES AND OCEANS****28.01 Overtime Compensation**

- (a) An employee who is required to work overtime on the employee's scheduled workday is entitled to compensation at time and one-half (1 1/2) for all hours worked in excess of eight (8) hours.
- (b) Except as provided in 28.01(b), an employee who is required to work on a first (1st) day of rest is entitled to compensation at time and one-half (1 1/2) for the first eight (8) hours and double (2) time thereafter.
- (c) **An employee who is required to work on two (2) or more consecutive and contiguous days of rest is entitled to compensation at double (2) time for all hours worked on the second and each consequent day of rest.**
~~An employee who is required to work on a second or subsequent day of rest is entitled to compensation at double (2) time. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.~~

APPENDIX “H”

MEMORANDUM OF UNDERSTANDING BETWEEN

THE TREASURY BOARD OF CANADA

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

WITH RESPECT TO A JOINT LEARNING PROGRAM

The Employer wishes to discuss this program.

APPENDIX "M"**HOURS OF WORK FOR EMPLOYEES IN THE
PRIMARY PRODUCTS INSPECTION (PI) GROUP****25.05**

- (b) Every reasonable effort shall be made by the Employer:
- (iv) to arrange shifts over a period of time not exceeding two (2) months and to post schedules at least **forty-eight (48) hours** ~~seven (7) days~~ in advance of the starting date of the new schedule.

25.10 If an employee is given less than **forty-eight (48) hours** ~~seven (7) days~~' advance notice of a change in that employee's shift schedule, the employee will receive a premium rate of time and one-half (1 1/2) for work performed on the first (1st) shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time.

Terms and Conditions Governing the Administration of Variable Hours of Work

25.14 For greater certainty, the following provisions of this Agreement shall be administered as provided herein:

- ~~(h)~~ **Overtime**
~~Overtime shall be compensated for all work performed on regular working days or on days of rest at time and three quarter (1 3/4).~~

APPENDIX "N"
MEMORANDUM OF UNDERSTANDING
WITH RESPECT TO WORK FORCE ADJUSTMENT

Delete

APPENDIX “P”

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE ALLIANCE)
IN RESPECT OF EMPLOYEES IN THE
TECHNICAL INSPECTION (TI) GROUP**

The Employer reserves the right to make proposals regarding this appendix.

APPENDIX “R”

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TREASURY BOARD
AND THE
PUBLIC SERVICE OF CANADA
WITH RESPECT TO CLASSIFICATION REVIEW**

Delete

APPENDIX “S”
SPECIAL CONDITIONS APPLICABLE TO CERTAIN
AIRCRAFT MAINTENANCE ENGINEERS

3. Aircraft Maintenance Engineers in the EG Group whose normal work place is Transport Canada, Aircraft Services Directorate, Ottawa, or any of the Canadian Coast Guard helicopter bases, who are assigned to work as crewmen on the Executive Flight, or on Canadian Coast Guard helicopters and who are not in receipt of the Shipboard or Special Assignment Allowance under 1(b) above, will be compensated for a minimum of eight (8) hours at their straight-time rate of pay for each day of rest or designated paid holiday while they are on duty away from their headquarters area. Upon request and with the approval of the Employer, such time may be granted as compensatory leave at times mutually acceptable to the employee and the Employer. If any such leave cannot be liquidated by the end of the fiscal year, then payment in cash will be made at the employee's then current rate of pay.

The Employer would like to discuss this paragraph.

APPENDIX “T”

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE TREASURY BOARD OF CANADA AND
THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO
IMPLEMENTATION OF THE COLLECTIVE AGREEMENT**

Delete (proposed at article 67)

APPENDIX "U"

LETTER CONCERNING WHISTLEBLOWING

Delete

APPENDIX “V”

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY
BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF
CANADA WITH RESPECT TO THE SOCIAL JUSTICE FUND**

Delete

APPENDIX “W”

WORK FORCE ADJUSTMENT

The Employer reserves the right to make proposals regarding this appendix.