



# **TREASURY BOARD NEGOTIATIONS 2011**

---

## **TECHNICAL SERVICES GROUP (TC)**

**April 29, 2011**

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the Technical Services group (TC). These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Public Service Alliance of Canada reserves the right to add to, amend, modify, and withdraw its proposals at any time during Collective Bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

Where the word RESERVE appears, it means that the Union reserves the right to make proposals at a later date. In particular, the Public Service Alliance of Canada reserves the right to introduce a comprehensive wage proposal at an appropriate time during negotiations.

If neither party has a proposal on a specific clause or article, that clause or article shall be renewed.

Finally, the Union requests of the Employer disclosure of any plans for changes at its administrative or workplace level that may affect this round of negotiations, and reserves the right to make additional proposals after receiving this information.

## ARTICLE 2 INTERPRETATION AND DEFINITIONS

---

### Amend as follows:

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

**ARTICLE 14  
LEAVE WITH OR WITHOUT PAY  
FOR ALLIANCE PSAC BUSINESS**

---

Replace current Article 14 with the following:

**14.01 The Employer will grant leave with pay to an employee who is a party, witness, or representative, in any proceeding under the *Public Service Labour Relations Act* - including but not limited to a complaint, adjudication, application, mediation, a Public Interest Commission, or arbitration process under that Act.**

**14.02 The employer will grant leave with pay to an employee who is an advisor to a PSAC representative in any proceeding referred to in article 14.01.**

**14.03 During the grievance process, the employer will grant leave with pay to:**

- (a) Allow an employee and his/her representative to discuss a grievance or prepare for a grievance level hearing,**
- (b) Allow an employee and his/her representative to attend at a meeting called by the employer,**
- (c) Allow an employee and his/her representative to attend at a meeting with the employer that is requested by the employee,**
- (d) Allow an employee and his/her representative to participate in an Informal Conflict Management System or Alternate Dispute Resolution process – whether or not a grievance has been filed,**
- (e) Allow an employee and his/her representative to attend at any other meeting between the PSAC and the Employer not otherwise specified in this article.**

**14.04 The employer will grant leave with pay to allow an employee to attend a union-management consultation process or to participate in a joint education or training program.**

**14.05 (i) Where operational requirements permit, the employer will grant leave with pay to an employee, or a reasonable number of employees, to participate in:**

- (a) a union training or education program,**
- (b) contract negotiations meetings on behalf of the PSAC,**

- (c) preparatory contract negotiations meetings,
  - (d) meetings of the National Board of Directors of the PSAC, National Executives of the Components, Executive Board Meetings of the PSAC, and conventions of the PSAC, Components, Canadian Labour Congress and Territorial and Provincial Federations of Labour.
- (ii) Requests for such leave shall not be unreasonably denied.

**14.06** The Employer will grant leave without pay to an employee who is elected or appointed to a full-time position with the PSAC within one month after notice is given to the Employer of such election or appointment. The duration of such leave shall be for the period the employee holds such office.

**14.07** Where leave with pay is granted to an employee under article 14.05, the PSAC will reimburse the employer for the salary costs of the employee during the period of approved leave with pay.

## ARTICLE 19 NO DISCRIMINATION

---

### Amend as follows:

**19.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, **gender identity and expression**, family status, **marital status**, mental or physical disability, **political activity**, membership or activity in the Alliance, ~~marital status~~ or a conviction for which a pardon has been granted.

## **ARTICLE 20 SEXUAL HARASSMENT**

---

Amend as follows:

### **20.01**

- (a) The PSAC and the Employer recognize the right of employees to work in an environment free from harassment on a prohibited ground of discrimination as prohibited by the Canadian Human Rights Act, free from personal harassment and free from abuse of authority. The Employer undertakes to ensure forms of harassment or abuse of authority will not be tolerated in the workplace.**
- (b) “Personal harassment” means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee’s dignity or psychological or physical integrity and that results in a harmful work environment for the employee. A single serious incidence of such behaviour that has a lasting harmful effect on an employee may also constitute personal harassment.**
- (c) “Abuse of authority” occurs when an individual improperly uses the power and authority inherent in his/her position to endanger an employee’s job, undermines the employee’s ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influences the career of the employee. It includes intimidation, threats, blackmail or coercion.**

### **20.02**

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

**20.03** By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment. The selection of the mediator will be by mutual agreement.

**20.04** Upon request by the complainant(s) and/or respondent(s), an official copy of the investigation report shall be provided to them by the Employer, subject to any restriction pursuant to the Access to Information Act and the Privacy Act.

## ARTICLE 25 HOURS OF WORK

---

**Amend as follows:**

### **Alternate Provision**

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

**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.

### **25.04**

\*\*

(a) Except as provided for in clause 25.09, the normal work week shall be thirty-seven decimal five (37.5) hours exclusive of lunch periods, comprising five (5) days of seven decimal five (7.5) hours each, Monday to Friday. The workday shall be scheduled to fall within a nine (9) hour period between the hours of 06:00 and 18:00, unless otherwise agreed in consultation between the Alliance and the Employer at the appropriate level.

(b) 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.

\*\*

**25.05** 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 06:00 and 18:00 and such request shall not be unreasonably denied.

\*\*

**25.06** Notwithstanding the provisions of this Article, 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. 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.

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

**25.08 Schedules shall be posted thirty (30) days in advance of the starting date. Every reasonable effort will be made by the Employer to minimize changes to an employee's days of rest.** If an employee is given less than ~~seven (7)~~ **fifteen (15)** days' 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 Agreement.

**25.09** 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 decimal five (37.5) hours per week and an average of five (5) days per week;
  - and
  - (ii) seven decimal five (7.5) hours per day;
  - and
  - (iii) **and have a minimum of two (2) consecutive days of rest.**

- (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 midpoint 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 one-half (1/2) or more of the hours worked fall on that day;
  - or
  - (ii) on the day it terminates where more than one-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) The Employer shall:**

- (i) consult with Union representatives in the establishment of shift schedules;**
- (ii) discuss any changes to a shift schedule with the appropriate representative of the Union, if the change will affect a majority of the employees governed by the schedule;**
- (iii) arrange shifts over a period of time not exceeding fifty-six (56) days and post schedules at least thirty (30) days in advance of the starting date of the new schedule.**

~~(e)~~**(f)** In order to continue the present scheduling practices for upper air technicians, the provisions of subparagraphs 25.09(a)(ii) and (d)(i) will not apply.

~~(f)~~**(g)** Subject to paragraphs 25.09(a) through 25.09(e), scheduling practices will continue in specialized areas as follows:

- (i) ice observers aboard icebreakers shall work fifty-six (56) hours per week;**
- (ii) upper air technicians shall work not less than five (5) hours per shift.**

**(g)**~~(h)~~ 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**

**25.10** The terms and conditions governing the administration of variable hours of work implemented pursuant to paragraphs 25.04(b), 25.06, and 25.09(g) are specified in clauses 25.10 to 25.13. This Agreement is modified by these provisions to the extent specified herein.

**25.11** 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.

## 25.12

\*\*

- (a) The scheduled hours of work of any day, may exceed or be less than seven 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 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 paragraph 25.04(b), 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.

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

- (a) **Interpretation and Definitions (clause 2.01)**  
“Daily rate of pay” - shall not apply.
- (b) **Minimum Number of Hours Between Shifts (subparagraph 25.09(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 decimal five (7.5) hours. When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the pay for the hours specified in subparagraph (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 workday 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 65.07(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-quarters (1 3/4).

## ARTICLE 28 OVERTIME

---

### Amend as follows:

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

(a) time and one-half (1 1/2) except as provided for in paragraph 28.01(b);

\*\*

(b) double (2) time for each hour of overtime worked after fifteen (15) hours' work in any twenty-four (24) hour period or after seven decimal five (7.5) hours' work on the employee's first (1st) day of rest, and for all hours worked on the second (2nd) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

### **28.02**

(a) Overtime shall be compensated in cash except that, upon request of an employee and with the approval of the Employer, or at the request of the Employer and with the concurrence of the employee, overtime may be compensated in equivalent leave with pay.

(b) The Employer shall endeavour to make cash payment for overtime in the pay period following that in which the credits were earned.

(c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

(d) Compensatory leave 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, **or, at the request of the employee, may be carried over to the end of the next twelve (12) month period.**

**28.03** 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.

**28.04** 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.

**28.05**

- (a) If an employee is given instructions before the beginning of the employee's meal break or before the midpoint of the employee's workday whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater.
- (b) If an employee is given instructions, after the midpoint of the employee's workday or after the beginning of his or her meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight time, whichever is the greater.
- (c) When an employee is required to report for work and reports under the conditions described in (a) or (b) above, 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 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 the employee's own automobile,or
  - (ii) out-of-pocket expenses for other means of commercial transportation.

**28.06** 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.

**28.07** 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 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.

**28.08** 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.

### **Meal Allowance**

~~To apply to all groups except PI~~

### **28.09**

- (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, ~~the amount of ten dollars (\$10.00)~~, except where free meals are provided. **The reimbursement for the meal will be in accordance with the Travel Directive of the National Joint Council of the Public Service. Where free meals are provided, the employer will ensure that an employee's dietary needs are reasonably accommodated.**
- (b) When an employee works overtime continuously extending ~~four (4)~~ **three (3)** hours or more beyond the period provided for in (a), the employee shall be reimbursed for one (1) additional meal ~~in the amount of ten dollars (\$10.00)~~ for each additional ~~four (4)~~ **three (3)** hour period thereafter, except where free meals are provided. **The reimbursement for the meal will be in accordance with the Travel Directive of the National Joint Council of the Public Service. Where free meals are provided, the employer will ensure that an employee's dietary needs are reasonably accommodated.**

- (c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- (d) Meal allowances under this clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

**~~28.10 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 or 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. This clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.~~

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

- (a) compensation at the applicable overtime rate for any time worked,

or

- (b) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.

## ARTICLE 29 CALL-BACK PAY

---

**Amend as follows:**

### **Alternate Provisions**

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

**29.01** If an employee is called back to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work,  
  
or
- (b) on the employee's day of rest,  
  
or
- (c) after the employee has completed his or her work for the day and has left his or her place of work, and returns to work, the employee shall be paid the greater of:
  - (i) compensation equivalent to ~~three (3)~~ **four (4)** hours' pay at the applicable overtime rate of pay for each call-back to a maximum of ~~eight (8) hours' compensation in an eight (8) hour period. Such maximum shall include any reporting pay pursuant to clause 32.06 and the relevant reporting pay provisions,~~  
  
or
  - (ii) compensation at the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
- (d) The minimum payment referred to in 29.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 63.06 of this Collective Agreement.

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

**29.03** 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.

### **Compensation in Cash or Leave with Pay**

#### **29.04**

- (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 the concurrence of the employee, overtime may be compensated in equivalent leave with pay.
- (b) The Employer shall endeavour to make cash payment for overtime in the pay period following that in which the credits were earned.
- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (d) Compensatory leave 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

---

### Amend as follows:

- 30.01** Where the Employer requires an employee to be available on standby during off-duty hours, such employee shall be compensated at the rate of ~~one-half (1/2)~~ **one (1)** 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 available to return for work as quickly as possible 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 clause 29.01.
- 30.05** 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.
- 30.06**
- (a) 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 the concurrence of the employee, the payment may be compensated in equivalent leave with pay.
  - (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 31 REPORTING PAY

---

**Amend as follows:**

### **31.01**

- (a) When an employee is required to report and reports to work on the employee's day of rest, the employee is entitled to a minimum of ~~three (3)~~ **four (4)** hours' pay at the applicable overtime rate of pay;
- (b) The minimum payment referred to in (a), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 63.05.

### **31.02 ~~To apply to the EG, DD, PY and PI groups only~~**

When an employee reports for work under the conditions described in clause 31.01, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance 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 the employee's own automobile,

or

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

**31.03** 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 an employee reporting to work or returning to his or her residence shall not constitute time worked.

### **31.04 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.

### **31.05 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.

## 31.06

- (a) Payments referred to in clause 31.01 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, the payment may be compensated in equivalent leave with pay.
- (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

---

### Amend as follows:

**34.01** For the purposes of this Collective Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

**34.02** When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 34.03 and 34.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.

\*\*

**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 workplace, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or workplace;
- (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 **for up to the employee's normal hours of work, and at the applicable overtime rate for all hours beyond that in accordance with Article 28, Overtime.**
- (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 regular scheduled hours of work and travel, ~~with a maximum payment for such additional travel time not to exceed twelve (12) hours pay at the straight-time rate of pay;~~ **in accordance with Article 28, Overtime.**
- (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.~~ **In accordance with Article 28, Overtime and Article 32, Designated Paid Holidays.**

**34.05** This Article does not apply to an employee when the employee travels by any type of transport in which he or she is required to perform work, and/or which also serves as his or her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

- (a) on a normal working day, his or her regular pay for the day,  
or
- (b) pay for actual hours worked in accordance with Article 32, Designated Paid Holidays and Article 28, Overtime of this Collective Agreement.

**34.06** Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

**34.07**

- (a) Upon request of an employee and with the approval of the Employer, compensation at the overtime rate earned under this Article may be granted in compensatory leave with pay.
- (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.

**34.08** When an employee is to be away from home on two (2) consecutive days of rest they shall be entitled to be reimbursed for one ten (10) minute station to station call home in addition to those that may be eligible for under the travel directive.

### **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, **or who is required to be on standby status at a place of work rather than his or her residence, shall receive one-half (1/2) hour leave for each overnight stay up to and including (50) overnights during a fiscal year. An Employee who are required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, or who is required to be on standby status at a place of work rather than his or her residence for more than (50) overnights in a fiscal year shall receive one (1) hour leave for each overnight stay in fiscal year.** ~~for twenty (20) nights during a fiscal year shall be granted seven decimal five (7.5) hours off with pay. The employee shall be credited with one (1) additional period of seven decimal five (7.5) hours for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.~~
- (b) ~~The maximum number of hours off earned under this clause shall not exceed thirty seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.~~
- ~~(c)~~**(b)** This leave with pay is deemed to be compensatory leave and is subject to paragraphs 28.02(c) and (d).

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

**ARTICLE 38**  
**VACATION LEAVE WITH PAY**

---

**Amend as follows:**

**38.01** The vacation year shall be from April 1 to March 31 of the following calendar year, inclusive.

**Accumulation of Vacation Leave Credits**

**38.02** An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least seventy-five (75) hours:

<b>Conversion Examples</b>	
<b>3 weeks</b>	<b>9.375 hours</b>
<b>4 weeks</b>	<b>12.5 hours</b>
<b>5 weeks</b>	<b>15.625 hours</b>
<b>6 weeks</b>	<b>18.75 hours</b>
<b>7 weeks</b>	<b>21.875 hours</b>
<b>8 weeks</b>	<b>25 hours</b>

- (a) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's ~~eight<sup>th</sup>~~ **fifth (5<sup>th</sup>)** year of service occurs;
- (b) twelve decimal five (12.5) hours commencing with the month in which the employee's ~~eight<sup>th</sup>~~ **fifth (5<sup>th</sup>)** anniversary of service occurs;
- (c) ~~thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16<sup>th</sup>) anniversary of service occurs;~~
- (d) ~~fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;~~
- (e) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's ~~eighteenth (18<sup>th</sup>)~~ **tenth (10<sup>th</sup>)** anniversary of service occurs;
- (f) ~~sixteen decimal eight seven five (16.875)~~ **eighteen decimal seven five (18.75)** hours commencing with the month in which the employee's ~~twenty-seventh (27<sup>th</sup>)~~ **twentieth (20<sup>th</sup>)** anniversary of service occurs;

- (g) ~~eighteen decimal seven five (18.75)~~ **twenty one decimal eight seven five (21.875)** hours commencing with the month in which the employee's ~~twenty-eighth (28<sup>th</sup>)~~ **twenty-fifth (25<sup>th</sup>)** anniversary of service occurs;
- (h) **twenty five (25) hours commencing with the month in which the employee's thirtieth (30<sup>th</sup>) anniversary of service occurs.**
- (i) For the purpose of this clause only, all service within the public service, **service as a regular member of the Canadian Forces, and periods of Class B or C reserve service in the Canadian Forces in excess of 180 days**, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on layoff and is reappointed to the public service within one (1) year following the date of layoff.
  - (i) Notwithstanding 38.02(h) above, an employee who was a member of one of the following bargaining units on the date of the signing of their collective agreement as shown below:

Bargaining Unit	Date of Signing
EG	May 17, 1989
DD, GT, PI, PY, TI	May 19, 1989

or an employee who became a member of the bargaining unit between the dates shown above and May 31, 1990 shall retain, for the purpose of "service" and of establishing his or her vacation entitlement pursuant to this Article, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the public service is terminated,

### **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.

### **Scheduling of Vacation Leave With Pay**

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

- (a) to grant the employee his or her vacation leave during the fiscal year in which it is earned, if so requested by the employee not later than June 1;

- (b) to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by the employee in the current year;
- (c) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;
- (d) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee.

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

---

**Amend as follows:**

**39.07**

- (a)** Sick leave credits earned but unused by an employee during a previous period of employment in the public service shall be restored to an employee whose employment was terminated by reason of layoff and who is reappointed in the public service within two (2) years from the date of layoff.
- (b)** Sick leave credits earned but unused by an employee during a previous period of employment in the public service shall be restored to an employee whose employment was terminated due to the end of a specified period of employment, and who is re-appointed in the core public administration within one (1) year from the end of the specified period of employment.

## ARTICLE 41 INJURY ON DUTY LEAVE

---

### Amend as follows:

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

(a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,

or

(b) an industrial illness or a disease arising out of and in the course of the employee's employment,

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

## ARTICLE 43

### MATERNITY-RELATED REASSIGNMENT OR LEAVE

---

**Amend as follows:**

- 43.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the fetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.
- 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 eliminating the risk. Depending on the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- 43.03** An employee who has made a request under clause 43.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
- (a) modifies her job functions or reassigns her;
  - or
  - (b) informs her in writing that it is not reasonably practicable to modify her job
  - (c) functions or reassign her.
- 43.04** Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- 43.05** Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.

- 43.06** An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.
- 43.07** Notwithstanding 43.05, for an employee working in an institution where she is in direct and regular contact with offenders, if the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence with pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than at the time the employee proceeds on maternity leave without pay or on the termination date of the pregnancy, whichever comes first.

## ARTICLE 45

### LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

---

Delete 45.02 (e) and add a new article:

45.02

~~(e) **Compassionate Care Leave**~~

- ~~(i) Notwithstanding the definition of “family” found in clause 2.01 and notwithstanding paragraphs 45.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.~~
- ~~(ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.~~
- ~~(iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.~~
- ~~(iv) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, subparagraphs (i) and (ii) above cease to apply.~~

**New article - Compassionate Care Leave**

**XX.01 Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.**

**XX.02 For the purpose of this Article, family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), parents of spouse, child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any relative permanently residing in the employee’s household or with whom the employee permanently resides, and any other person who is a member of a class of persons prescribed for the purposes of this definition “family member” in sub-section 23.1[1] of the *Employment Insurance Act*.**

**XX.03 Subject to clause XX.02, an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:**

- (a) an employee shall notify the Employer in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;**
- (b) an employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.**

**XX.04 Leave granted under this article shall be for a minimum period of one (1) week.**

**XX.05 If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which he or she would have been eligible for compassionate care leave without pay under clauses XX.02 and XX.03, the employee shall be granted compassionate care leave without pay and his or her paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.**

**XX.06 Compassionate Care Allowance**

- (a) An employee who has been on Compassionate Care Leave without pay, shall be paid a compassionate care allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:**
  - (i) has completed six (6) months of continuous employment before the commencement of leave without pay,**
  - (ii) provides the Employer with proof that he or she has applied for and is in receipt of compassionate care benefits of the *Employment Insurance Act* in respect of insurable employment with the Employer, and**

**(iii) has signed an agreement with the Employer stating that:**

- (A) the employee will return to work on the expiry date of his/her compassionate care leave without pay, unless the return to work date is modified by the approval of another form of leave;**
- (B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the compassionate care allowance;**
- (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), he or she will be indebted to the Employer for an amount determined as follows:**

**(allowance received) X (remaining period to be worked  
following his/her return to work  
[total period to be worked as  
specified in (B)])**

- (D) the repayment provided for in (C) will not apply in situations of:**
  - (i) death,**
  - (ii) lay off,**
  - (iii) early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B),**
  - (iv) the end of a specified period of employment, if the employee is rehired by the Employer within ninety (90) days following the end of the specified period of employment, and who fulfills the obligations specified in section (B), or**
  - (v) having become disabled as defined in the *Public Service Superannuation Act*, or**
  - (vi) when the employee takes a position with an organization listed in Schedules I to V of the**

***Financial Administration Act* that fulfills the obligations specified in section (B).**

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).**
- (c) Compassionate Care Allowance payments made in accordance with the SUB Plan will consist of the following:**
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance Compassionate Care benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;**
  - (ii) for each week in respect of which the employee receives Compassionate Care benefits, the difference between the gross weekly amount of the Employment Insurance Compassionate Care benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;**
- (d) At the employee's request, the payment referred to in subparagraph XX.06(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI compassionate benefits.**
- (e) The Compassionate Care allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.**
- (f) The weekly rate of pay referred to in paragraph (c) shall be:**
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of compassionate care leave without pay;**

- (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of compassionate care leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of Compassionate Care leave without pay an employee was performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
  - (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of Compassionate Care allowance, the allowance shall be adjusted accordingly.
  - (j) Compassionate Care allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay

#### **XX.07 Transitional Provisions**

If, on the date of signature of this Agreement, any employee is currently on Compassionate Care 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 47

### LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

---

**Amend as follows:**

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

- a) spouse (or common-law partner resident with the employee);
- b) children (including foster children, **step-children**, ~~or~~ children of spouse or common-law partner, **or children for whom the employee is the legal guardian**);
- c) parents (including step-parents or foster parents); or
- d) any relative permanently residing in the employee's household or with whom the employee permanently resides.

**47.02** The total leave with pay which may be granted under this Article shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

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

- (a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (c) to provide for the immediate and temporary care of an elderly member of the employee's family;
- (d) for needs directly related to the birth or to the adoption of the employee's child;
- (e) **seven decimal five (7.5) hours out of the thirty-seven decimal five(37.5) hours stipulated in paragraph 43.02 above may be used:**
  - (i) **to attend school functions, if the supervisor was notified of the function as far in advance as possible;**
  - (ii) **to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;**

- (iii) to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.**

**47.04** Where in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under 47.03(b) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

## ARTICLE 51 BEREAVEMENT LEAVE

---

### Amend as follows:

- 51.01** When a member of the employee's family dies, an employee shall be entitled to a bereavement period of **seven (7)** ~~five (5)~~ consecutive calendar days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- 51.02** ~~An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.~~
- 51.03** If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 51.01 and 51.02, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- 51.04** It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 51.01 and 51.02.

## ARTICLE 63 PART-TIME EMPLOYEES

---

**Amend as follows:**

### **63.01 Definition**

Part-time employee means an employee whose weekly scheduled hours of work on average are less than those established in Article 25 but not less than those prescribed in the *Public Service 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 compare with thirty-seven decimal five (37.5).

**63.03** Part-time employees are entitled to overtime compensation in accordance with subparagraphs (b) and (c) of the overtime definition in clause 2.01.

\*\*

**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 or thirty-seven decimal five (37.5) hours.

### **Specific Application of This Agreement**

#### **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) of this 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~~ **applicable overtime rate of pay**.

#### **63.06 Call-Back**

When a part-time employee meets the requirements to receive call-back pay in accordance with clause 29.01 and is entitled to receive the 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 **unless the employee has worked five (5) days or thirty-seven decimal five (37.5) hours**

**in a week, in which case payment shall be at the applicable overtime 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 %) 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 decimal five (7.5) hours and double time (2) thereafter.

**63.09** A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 32.01 shall be paid for the time actually worked in accordance with clause 63.08, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

### **63.10 Vacation Leave**

#### **Amend as required consistent with Article 38 – Vacation Leave with Pay**

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee's normal workweek, at the rate for years of service established in clause 38.02 of this Agreement, pro-rated and calculated as follows:

- (a) when the entitlement is nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee's workweek per month;
- (b) when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of hours in the employee's workweek per month;
- (c) when the entitlement is thirteen decimal seven five (13.75) hours a month, .367 multiplied by the number of hours in the employee's workweek per month;
- (d) when the entitlement is fourteen decimal four (14.4) hours a month, .383 multiplied by the number of hours in the employee's workweek per month;
- (e) when the entitlement fifteen decimal six two five (15.625) hours a month, .417 multiplied by the number of hours in the employee's workweek per month;
- (f) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, .450 multiplied by the number of hours in the employee's workweek per month;

- (g) when the entitlement is eighteen decimal seven five (18.75) hours a month, .500 multiplied by the number of hours in the employee's workweek per month.

### **63.11 Sick Leave**

A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal workweek for each calendar month in which the employee has received pay for at least twice (2) the number of hours in the employee's normal workweek.

### **63.12 Vacation and Sick Leave Administration**

- (a) For the purposes of administration of clauses 63.10 and 63.11, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

### **63.13 Bereavement Leave**

Notwithstanding clause 63.02, there shall be no prorating of a "day" in Article 51, Bereavement Leave With Pay.

### **63.14 Severance Pay**

Notwithstanding the provisions of Article 64 Severance Pay of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

## ARTICLE 65 PAY ADMINISTRATION

---

### Amend as follows:

**65.01** Except as provided for in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

**65.02** An employee is entitled to be paid for services rendered at:

(a) the pay specified in Appendix A, for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment;

or

(b) the pay specified in Appendix A, for the classification prescribed in the employee's certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

### **65.03**

(a) The rates of pay set forth in Appendix A shall become effective on the dates specified.

(b) Where the rates of pay set forth in Appendix A have an effective date prior to the date of signing of this Agreement, the following shall apply:

(i) "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefor;

(ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the groups identified in Article 9 of this Agreement during the retroactive period;

(iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;

\*\*

- (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Employer's Directive on Terms and Conditions of Employment, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
- (v) no payment or no notification shall be made pursuant to paragraph 65.03(b) for one dollar (\$1) or less.

**65.04** Where a pay increment and a pay revision are affected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

**65.05** This Article is subject to the Memorandum of Understanding signed by the Employer and the Alliance dated February 9, 1982 in respect of red-circled employees.

**65.06** If, during the term of this Agreement, a new classification standard for a group is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Alliance the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

\*\*

#### **65.07 Acting Pay**

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

**(c) Time served in an acting capacity shall be cumulative and shall be credited toward each subsequent acting appointment, and count toward pay increments.**

**65.08** When the regular pay day for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.

**65.09** Payments provided under the overtime, reporting pay, designated paid holiday, call-back and the standby provisions of this Agreement shall not be pyramided, that is an employee shall not receive more than one type of compensation for the same service.

**NEW ARTICLE**  
**PRE-RETIREMENT LEAVE**

---

**XX.01** Effective on the date of signing of this collective agreement, the Employer will provide five (5) days of paid leave per year, up to a maximum of twenty-five (25) days, to employees who have the combination of age and years of service to qualify for an immediate annuity without penalty under the *Public Service Superannuation Act*.

**NEW ARTICLE**  
**COMPASSIONATE TRANSFER OF LEAVE**

---

The parties agree that indeterminate employees may transfer, for compassionate reasons, their own vacation and/or compensatory leave credits to another indeterminate employee. Such transferred leave credits may only be taken as leave and may not be taken as cash. The Employer shall not consider a transfer under this provision until all other applicable sources of leave contained within this collective agreement have been exhausted.

**NEW ARTICLE**  
**PARKING FOR EMPLOYEES WITH DISABILITIES**

---

**The Employer agrees that it will provide, at no cost to the employee, parking facilities with direct access to the workplace for any employee with a certified disability.**

## **NEW ARTICLE SOCIAL JUSTICE FUND**

---

**The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit, commencing on the date that the PSAC Social Justice Fund receives charitable status from the Canada Revenue Agency. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.**

## **APPENDIX A RATES OF PAY AND PAY NOTES**

---

The economic package to be proposed by the Union will be made up of many interconnected elements. In brief, these elements will include, but will not be restricted to:

- Real economic increase that reflect the continued strength of the Canadian economy;
- Protection against inflation;
- Catching up with comparable jobs and employers;
- Restructuring of pay grids;
- Harmonization of terminable allowances into the wage grid;
- Changes in increments;
- Retroactivity back to the first day of the contract.

**APPENDIX "A"**  
**RATES OF PAY AND PAY NOTES**

---

**NEW**

**PAY INCREMENT FOR FULL-TIME AND PART-TIME EMPLOYEES**

1. The pay increment period for indeterminate employees at levels XY -1 to XZ-99 is the anniversary date of such appointment. A pay increment shall be to the next rate in the scale of rates.
2. The pay increment period for term employees at levels XY -1 to XZ-99 is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
3. An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, "cumulative" means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.

Add to pay notes for each classification.

## **ALLOWANCES**

---

The PSAC will, as part of its proposals regarding pay, propose improvements to a variety of current allowances and introduce proposals for new allowances covering specific situations.

These will include, but not be limited to:

- Article 60 – Penological Factor Allowance
- Article 62 – Dangerous Goods
- Appendix J – Diving Allowance
- Appendix K – Diving Duty Allowance
- Appendix P – Allowances for employees in the Technical Inspection (TI) Group
- New: Fisheries Enforcement Allowance
- New: Training Allowance
- New: Aviation Aircrew Allowance – for employees who do onboard surveillance and perform aircraft inspections
- New: Hazardous Substance Handling Allowance
- New: Ammunition Technicians' Allowance

## **APPENDIX “B”**

### **MEMORANDUM OF UNDERSTANDING CONCERNING EMPLOYEES IN THE GENERAL TECHNICAL GROUP, EMPLOYED BY THE DEPARTMENT OF FISHERIES AND OCEANS AT A FISH HATCHERY**

---

**RESERVE**

## 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

---

#### Amend as follows:

\*\*

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) hours per day while in a surveillance mode.

Surveillance mode is defined as the period between the time at which a Fishery Officer on off-shore surveillance reports to his or her surveillance duty station and the time at which the Fishery Officer leaves his or her surveillance duty station. Off-shore surveillance may be conducted by vessel or aircraft. Surveillance mode may be terminated due to delays in departure or early return.

The normal overtime provisions of the Collective Agreement will apply to these Officers with the following exceptions:

(a)

\*\*

- (i) Employees shall receive thirty-seven decimal five (37.5) hours pay at the straight-time rate per week while in a surveillance mode. All overtime earned and all compensation earned for work on a designated holiday shall accumulate as compensatory leave. The compensatory leave earned while in a surveillance mode shall be liquidated immediately after their return from surveillance mode unless management deems this impractical due to operational requirements.
- (ii) Seventy-five (75) hours of compensatory leave shall be held in a bank to ensure that if an officer is unable to make a scheduled trip and there is no other work available, the officer is eligible to request compensatory leave from his or her seventy-five (75) hour bank.
- (iii) At the request of an employee and with the approval of the Employer, at any time during the fiscal year, the Employer may pay the requested compensatory leave in excess of one-hundred and fifty (150) hours in cash at the straight-time rate of pay in effect on the day on which compensatory leave is granted.

(iv) At the end of each fiscal year, all unliquidated compensatory leave in excess of seventy-five (75) hours shall be paid in cash at the straight-time rate of pay in effect on the day on which compensatory leave is granted.

(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 article of the Collective Agreement shall apply.

\*\*

(c) For the purpose of accumulation of paid leave and severance pay, time spent by employees in surveillance mode shall be deemed to be seven decimal five (7.5) hours per day and/or thirty-seven decimal five (37.5) hours per week, as applicable.

\*\*

(d) When an employee works on a designated paid holiday while in a surveillance mode, the employee shall be compensated, in addition to the seven decimal five (7.5) hours holiday pay the employee would have been granted had he or she not worked, at the rate of time and one-half (1 1/2) for all scheduled hours worked and double (2) time for all hours worked in excess of the scheduled hours.

## **Arrest Mode**

For the purposes of this Memorandum, "arrest mode" is defined as those situations where management has authorized a Fishery Officer on off-shore surveillance to remain on board a vessel for the purposes of maintaining continuity of evidence.

\*\*

In arrest mode, the overtime provisions of 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) 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 (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.

Once arrest mode is confirmed and payment at premium rates is in effect, the premium rate will remain in effect until arrest mode ceases. In a continuing arrest mode, two (2) or more days, the surveillance mode provisions will not apply for those days where arrest mode continues beyond 12:00 hours on that day.

Officers while in a surveillance mode or arrest mode shall be excluded from the following provisions of this Collective Agreement:

Hours of Work Article

Overtime clauses 28.02, 28.04, 28.06, 28.07, 28.08

~~Travelling Time Article~~

Shift Premiums Article

Call-back Pay Article

Standby Article

**APPENDIX “H”  
MEMORANDUM OF UNDERSTANDING  
WITH RESPECT TO A JOINT LEARNING PROGRAM**

---

**Amend as follows:**

**This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration Services, Operational Services, Technical Services, Border Services and Education and Library Science bargaining units. The PSAC - TBS Joint Learning Program (JLP) will continue to provide joint training on union management issues.**

**The Employer agrees to provide eight million seven hundred and fifth thousand dollars (\$8,750,000) to fund the PSAC - TBS JLP from June 21st, 2011 until June 20,2014. The Employer agrees to provide a further \$600,000 over the life of the 2011-2014 PA collective agreement, to be dedicated specifically to promoting the participation of bargaining agents other than the PSAC in the PSAC - TSSJLP.**

**The Employer agrees to provide a further \$292,000 per month to the PSACTBS JLP starting on June 21, 2014 until the subsequent PA collective agreement is signed to ensure continuity of this initiative.**

**The PSAC - TBS JLP will continue to be governed by the existing joint PSACTSS Steering Committee. The Bargaining Agent Side Secretary on the National Joint Council will be invited to attend the meetings of the PSAC - JLP Steering Committee with voice but no vote. The PSAC - TBS JLP will undertake a review of its governance structure over life of the collective agreement with the objective of including other bargaining agents more fully in the operation of the JLP.**

**\*\***

~~This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration Services, Operational Services, Technical Services, Border Services and Education and Library Science bargaining units.~~

**\*\***

~~The Employer agrees to provide eight million seven hundred and fifty thousand dollars (\$8,750,000) over the life of this Collective Agreement to fund a joint learning program. The Employer agrees to provide a further \$292,000 per month to the PSAC-TBS JLP from June 22, 2011 until the next collective agreement is signed to ensure continuity of this initiative.~~

~~The PSAC-TBS JLP will provide joint training on union-management issues.~~

\*\*

~~This program will be governed by the existing joint PSAC — TBS committee.~~

## APPENDIX "L"

### MEMORANDUM OF AGREEMENT CONCERNING EMPLOYEES IN THE ENGINEERING AND SCIENTIFIC SUPPORT GROUP, EMPLOYED BY THE DEPARTMENT OF NATIONAL DEFENCE ENGAGED IN SEA TRIALS

---

#### Amend as follows:

Employees in the Engineering and Scientific Support Group employed by the Department of National Defence engaged in Sea Trials under the following conditions will be remunerated in accordance with the terms below:

1.
  - (a) When an employee is scheduled to proceed to sea beyond the harbour limits aboard a naval vessel, submarine, auxiliary vessel or yard craft for the purpose of conducting trials, repairing defects or dumping ammunition, the employee shall be paid for all hours aboard to a maximum of fifteen (15) hours at the straight-time rate per day;  
  
or  
  
at the applicable rate of pay for all hours worked whichever is greater.
  - (b) In addition, an employee shall receive a submarine trials allowance equal to twenty-five per cent (25 %) of his or her basic hourly rate for each completed one-half (1/2) hour the employee is required to be in a submarine.
2.
  - (a) When an employee is required to be in a submarine when it is in a closed down condition either alongside a jetty or within a harbour, on the surface or submerged; i.e. when the pressure hull is sealed and undergoing trials, such as vacuum tests, high pressure tests, snort trials, battery ventilation trials or other recognized formal trials, or the submarine is rigged for diving, the employee shall be compensated for all hours aboard at the applicable rate of pay for all hours' worked and at the straight-time rate for all unworked hours.
  - (b) In addition, an employee shall receive a submarine trial allowance in accordance with 1(b).
3. Upon the request of an employee and with the approval of the Employer, the employee may be compensated in equivalent leave with pay.

4. Compensatory leave is to be granted at the convenience of the employee where operational requirements permit.
5. Certain provisions of the Collective Agreement for which an employee normally may be eligible are inapplicable if the employee is in receipt of remuneration in accordance with the provisions set out in this Memorandum. The articles which do not have application to employees covered by this Memorandum are:
  - Call-Back Pay
  - Reporting Pay
  - Shift Premium
  - ~~- Travelling Time~~
  - Standby

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

---

**Amend as follows:**

**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.

\*\*

**25.04** Except as provided for in clause 25.05, the normal workweek shall be thirty-seven decimal five (37.5) hours exclusive of lunch periods, comprising five (5) days of seven decimal five (7.5) hours each, Monday to Friday. The workday shall be scheduled to fall within an eight (8) hour period where the lunch period is one-half (1/2) hour or within an eight decimal five (8.5) hour period where the lunch period is more than one half (1/2) hour and not more than one (1) hour. Such work periods shall be scheduled between the hours of 06:00 and 18:00 unless otherwise agreed in consultation with the Alliance and the Employer at the appropriate level.

**25.05** 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 decimal five (37.5) hours per week and  
an average of five (5) days per week;

and

(ii) either seven decimal five (7.5) hours per day;

Or

\*\*

(iii) an average of seven decimal five (7.5) hours per day where so agreed between the Employer and the majority of the employees affected;

- (iv) to arrange shifts over a period of time not exceeding two (2) months and to post schedules at least ~~seven (7)~~ **thirty (30)** days in advance of the starting date of the new schedule.

\*\*

**25.06** Notwithstanding the provisions of this Article, 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. In every twenty-eight-day (28) period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.

**25.07** The Employer shall make every reasonable effort to schedule a meal break of at least 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.

**25.08** When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:

- (a) on the day it commenced where one-half (1/2) or more of the hours worked fall on that day;
- or
- (b) on the day it terminates where more than one-half (1/2) of the hours worked fall on that day.

Accordingly, the first (1st) day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is considered 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.

**25.09** Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal working day.

**25.10** If an employee is given less than ~~seven (7)~~ **fifteen (15)** 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.

## APPENDIX "R"

### SPECIAL CONDITIONS APPLICABLE TO CERTAIN AIRCRAFT MAINTENANCE ENGINEERS

---

#### RESERVE

The following special conditions shall apply only to aircraft maintenance engineers of the Aircraft Services Directorate, Transport Canada:

1. When Aircraft Services Directorate helicopter aircraft maintenance engineers are performing their duties while assigned to shipboard or special assignment,
  - (a)
    - (i) The following provisions of the Collective Agreement shall not apply:
      - Articles 25 and 28 – Hours of Work and Overtime
      - Article 27 – Shift Premiums
      - Article 29 – Call-Back Pay
      - Article 30 – Standby
      - Article 31 – Reporting Pay
      - Clause 32.05 – Compensation for work on a holiday
      - Article 34 – Travelling Time
      - Article 61 – Wash-up Time
      - Appendix K-4 – Transfer at Sea Allowance
    - (ii) Notwithstanding the above, Travel Status Leave, Clause 34.09 of this Agreement, shall apply to employees covered under the Special Assignment Allowance in clause (c) below.
  - (b) They shall receive a weekly shipboard or special assignment allowance of thirty (30) hours compensation at the rate of time and one-half (1 1/2) for each period of seven (7) days in which he or she is required to undertake shipboard or special assignment duties. Periods of less than seven (7) days will be prorated.
  - (c) The special assignment allowance applies to helicopter operations north of fifty-five (55°) degrees latitude north.
  - (d) The shipboard or special assignment allowance shall not apply to employees receiving isolated post allowance or any other special allowance for hardship and isolation.

- (e) Subject to operational requirements, as determined by the Employer, compensation earned under sub-clause 1(b) may, at the request of the Employer or the employee, and with reasonable notice, be granted in leave at times mutually convenient.
- (f) 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.
- (g) When an aircraft maintenance engineer on shipboard or special assignment works on a designated paid holiday, he or she shall be credited with one (1) day of leave with pay in lieu of the holiday.

2.

- (a) Aircraft maintenance engineers who are required to perform flight duties other than test flights shall be paid an allowance of one-hundred dollars (\$100) per month, provided such employees complete not less than fifteen (15) hours' flying time in the performance of such duties each calendar quarter.
- (b) Aircraft maintenance engineers shall be paid a flying time premium of fifteen (\$15) per hour or part thereof, while performing flight tests authorized by the appropriate responsible manager or the team leader in Ottawa, or by the Regional Manager Aircraft Maintenance, the team leader or the senior aircraft maintenance engineer in the regions.

3. Aircraft maintenance engineers in the EG Group whose normal workplace is Transport Canada, Aircraft Services Directorate, Ottawa, or any of the Canadian Coast Guard helicopter bases, who are assigned to work as ~~crewmen~~ **crewpersons** 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.

## **APPENDIX "T"**

### **WORKFORCE ADJUSTMENT**

---

The Union will propose language that will include, but not necessarily be limited to, the following:

- In the event of a Workforce Adjustment, employees shall be declared surplus in reverse order of service.
- Employees shall be recalled to work in order of service.
- A new definition of "reasonable job offers".
- Increased consultation prior to a Workforce Adjustment to limit adverse effects on employees.

## **NEW APPENDIX STUDENT WORK**

---

- XX.01 Both the Union and the Employer recognize the importance and value in providing students with opportunities to gain work experience and skills through programs provided by the federal government.**
- XX.02 Students must be hired under legitimate student programs. Those not hired under legitimate student programs shall be bargaining unit members.**
- XX.03 The Employer shall ensure that students receive adequate training and supervision, and shall ensure that students are not exposed to dangerous or unsafe working conditions.**
- XX.04 Students shall not be used to either displace bargaining unit employees or to avoid filling bargaining unit positions.**
- XX.05 Overtime work shall be offered on an equitable basis to bargaining unit members. Should no member of the bargaining unit accept the offered overtime, the Employer may offer the overtime to qualified students hired under federal student employment programs.**
- XX.06 Students shall not perform job functions and responsibilities of bargaining unit employees while earning a lower rate of pay than they would be entitled to as an employee, unless mutual agreement is reached between the Union and the Employer. The parties shall meet within ninety (90) days of ratification to discuss the terms and conditions under which those students currently assigned bargaining unit work might continue to carry out their assigned duties.**