



Treasury Board of Canada
Secrétariat

Secrétariat du Conseil du Trésor
du Canada

EMPLOYER PROPOSALS

FOR THE

TECHNICAL SERVICES (TC) GROUP

NEGOTIATIONS FOR THE RENEWAL

OF THE COLLECTIVE AGREEMENT

EXPIRING ON JUNE 21, 2011

APRIL 29, 2011

Canada

INTRODUCTION

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

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

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

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

GENERAL

The Employer proposes to:

1. simplify, consolidate and standardize where appropriate;
2. review and amend, as necessary, the collective agreement in relation to administrative changes;
3. discuss Pay Administration issues;
4. discuss sustainable development options regarding the printing of the new collective agreement.

ARTICLE 2**INTERPRETATION AND DEFINITIONS**

2.01 For the purpose of this Agreement:

“overtime” (heures supplémentaires) means:

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

or

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

or

- (c) in the case of a part-time employee whose normal scheduled hours of work are in excess of seven decimal five (7.5) hours per day in accordance with the Variable Hours of Work provisions (clauses 25.10 to 25.13), authorized work in excess of those normal scheduled daily hours **at straight time in the same position** or an average of thirty-seven decimal five (37.5) hours **at straight time** per week **in the same position**,

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

ARTICLE 7**NATIONAL JOINT COUNCIL AGREEMENTS**

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

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

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

Delete a) and b)

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

ARTICLE 10
INFORMATION

10.02 The Employer agrees to supply each employee with a copy of this Agreement ~~and will endeavour to do so within one (1) month after receipt from the printer.~~ **For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to this Agreement.**

ARTICLE 14
LEAVE WITH OR WITHOUT PAY
FOR ALLIANCE BUSINESS

Notice Requirements

14.14 Leave with or without pay for purposes described in this article shall be requested in writing to the Employer as far in advance as possible of the date leave is to commence, but normally not less than fifteen (15) calendar days in advance.

ARTICLE 17

DISCIPLINE

17.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period. **This period will automatically be extended by the length of any period of leave without pay.**

ARTICLE 25

HOURS OF WORK

Alternate Provision

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

General

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

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

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

Day Work

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

- (a) the normal work week shall be thirty-seven decimal five (37.5) hours,
 - (b) from Monday to Friday **inclusive**,
 - (c) comprising of five (5) days of seven decimal five (7.5) **consecutive** hours each, exclusive of a lunch period,
- and
- (d) shall be scheduled ~~to fall within a nine (9) hour period~~ between the hours of 06:00 and 18:00, unless otherwise agreed in consultation between the Alliance and the Employer at the appropriate level.

25.05 Summer and Winter Hours

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

25.06 Flexible Hours

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

25.07 Variable Hours

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

25.08 Rest Periods

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

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

Shift Work

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

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

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

- (d) Every reasonable effort shall be made by the Employer:
 - (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
 - (ii) to avoid excessive fluctuations in hours of work;
 - (iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;
 - (iv) to arrange shifts over a period of time not exceeding fifty-six (56) days and to post schedules at least fourteen (14) days in advance of the starting date of the new schedule;
 - (v) to grant an employee a minimum of two (2) consecutive days of rest.

- (e) In order to continue the present scheduling practices for upper air technicians, the provision of sub-paragraph 25.10(a)(ii) and (d)(i) will not apply.
- (f) Subject to paragraphs 25.10(a) through 25.10 (e), scheduling practices will continue in specialized areas as follows:
 - (i) ice observers aboard ice-breakers shall work fifty-six (56) hours per week,
 - (ii) upper air technicians shall work not less than five (5) hours per shift.
- (g) Notwithstanding the provisions of this article, it may be operationally advantageous to implement work schedules for employees that differ from those specified in this clause. Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected.
- (h) **For training or mutually agreed upon work assignments, the employee may be changed to Day Work. During such periods, the employee's hours of work will be governed by clause 25.04.**

Terms and Conditions Governing the Administration of Variable Hours of Work

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

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

25.13

- (a) The scheduled hours of work of any day, may exceed or be less than seven 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 clause 25.05, in which case the life of a schedule shall be one (1) year.
- (c) Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

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

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

"Daily rate of pay" - shall not apply.

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

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

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

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

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

(i) A designated paid holiday shall account for seven decimal five (7.5) hours.

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

(e) **Travel**

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

(f) **Acting Pay**

The qualifying period for acting pay as specified in paragraph 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-quarter (1 3/4).~~

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

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

27.01 Shift Premium

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

27.02 Weekend Premium

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

ARTICLE 28**OVERTIME**

Delete current 28.01 and replace with the following:

28.01 General

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

28.02 Overtime Compensation on a Workday

Subject to 28.01(a):

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

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

28.03 Overtime Compensation on a Day of Rest

Subject to 28.01(a):

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

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

28.06 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.

28.07 Transportation Expenses

- (a) When an employee is required to report for work and reports under the conditions described in 28.02 (b) or (c) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
- (i) ~~mileage~~ **Allowance to a maximum of 50 kilometres per travel (maximum roundtrip of 100 km) between the employee's workplace**

and residence at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile;

or

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

28.08 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.

28.09 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.

28.10 Meal Allowance

To Apply to all groups except PI

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ten dollars (\$10.00), except where free meals are provided. **Reasonable time with pay to be determined by the Employer shall be allowed to the employee in order to take a meal either at or adjacent to his place of work.**
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a), the employee shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10.00) for each additional four (4) hour period thereafter, except where free meals are provided. **Reasonable time with pay to be determined by the Employer shall be allowed to the employee in order to take a meal either at or adjacent to his place of work.**

- (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 Paragraphs 28.10 (a) and (b)~~ shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

28.11 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.

For the meals provided above, 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.

28.12 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.

Moved current 28.12 to Article 29 – Call-Back Pay

28.13 Compensation in Cash or Leave With Pay

- (a) **Compensation earned under this Article** shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and with the concurrence of the employee, ~~overtime~~

the compensation may be compensated in equivalent leave with pay granted in compensatory leave with pay and administered in accordance with Article 37.

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

ARTICLE 29
CALL-BACK PAY

Alternate Provisions

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

29.01 If an employee is called back to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work,
or
- (b) on the employee's day of rest,
or
- (c) after the employee has completed his or her work for the day and has left his or her place of work, and returns to work, the employee shall be paid the greater of:
 - (h) compensation at the applicable overtime rate for ~~overtime time~~ worked,
or
 - (ii) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay except that this minimum shall only apply once during a single eight (8) hour period, starting when the employee first commences the work. Such maximum shall include any reporting pay pursuant to clause 32.06 and the relevant reporting pay provisions,**

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

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

(previously clause 28.12)

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

- (a) on a designated paid holiday which is not the employee's scheduled day of work,
or

- (b) **on the employee's day of rest,**
- or
- (c) **after the employee has completed his or her work for the day and has left his or her place of work, the employee shall be paid the greater of:**
- i) compensation at the applicable overtime rate for **overtime time** worked,
 - or
 - ii) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall **only** apply **once** ~~only the first time an employee performs work~~ during an **single** eight (8) hour period, starting when the employee first commences the work

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

29.05 Compensation in Cash or Leave With Pay

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

ARTICLE 30**STANDBY**

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

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

30.06 Compensation in Cash or Leave With Pay

- (a) **Compensation earned under this Article** ~~Payments referred to in clauses 30.01 and 30.04~~ shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and with the concurrence of the employee, the ~~payment~~ **compensation may be compensated in equivalent leave with pay granted in compensatory leave with pay and administered in accordance with Article 37.**
- ~~(b) Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.~~

ARTICLE 31**REPORTING PAY****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) hours' pay at the applicable overtime rate of pay~~ shall be paid the greater of:
- i) **compensation at the applicable overtime rate for overtime worked,**
 - or**
 - ii) **compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay except that this minimum shall only apply once during a single eight (8) hour period, starting when the employee first commences the work.**
- (b) The minimum payment referred to in (a)(ii) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 63.05.

31.02 To Apply to the EG, DD, PY and PI Groups Only

When an employee reports for work under the conditions described in 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:

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

- 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 the 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) **Compensation earned under this Article** ~~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 **granted in compensatory leave with pay and administered in accordance with Article 37** ~~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 32**DESIGNATED PAID HOLIDAYS****32.02**

For greater certainty, full-time employees who do not work on a designated paid holiday are entitled to seven decimal five (7.5) hours pay at the straight-time rate.

32.06 Reporting for Work

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

32.10 Compensation in Cash or Leave With Pay

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

ARTICLE 34
TRAVELLING TIME

- 34.04** If an employee is required to travel as set forth in clauses 34.02 and 34.03:
- (a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
 - (b) On a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) his or her regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours,

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

34.07 Compensation in Cash or Leave With Pay

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

34.09 Travel Status Leave**Exclusions**

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

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

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

NEW ARTICLE 37**COMPENSATORY LEAVE****37.01**

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

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

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

or

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

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

Sick Leave With Pay – delete 39.06

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

ARTICLE 38**VACATION LEAVE WITH PAY****Scheduling of Vacation Leave With Pay**

Delete current 38.04 and replace with:

38.04

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

38.07 Carry-Over and/or Liquidation of Vacation Leave

- (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and ~~sixty-two decimal~~ **twenty-five (262.5225)** hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and ~~sixty-two decimal~~ **twenty-five (262.5 225)** hours shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.
- (b)
 - (i) Notwithstanding paragraph (a), if on November 21, 2001 or on the date an employee becomes subject to this Agreement, he or she has more than two hundred and ~~sixty-two decimal~~ **twenty-five (225 262.5)** hours of unused vacation leave credits earned during previous years, this number of unused vacation leave credits shall become the employee's accumulated leave maximum.

- (ii) Unused vacation leave credits equivalent to the employee's accumulated leave maximum shall be carried over into the following vacation year.
 - (iii) Unused vacation leave credits in excess of the employee's accumulated leave maximum shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.
- (c) The employee's accumulated leave maximum shall be reduced irrevocably by the number of vacation leave credits liquidated in excess of the employee's annual vacation leave entitlement during the vacation year.
- (d) Notwithstanding (b)(iii), where the Employer cancels a period of vacation leave which has been previously approved in writing, and which cannot be rescheduled before the end of the vacation year, the cancelled leave may be carried over into the next vacation year.

Relocation of current 38.13

- (e) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid in cash at the employees' daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31st of the previous vacation year.

Advance Payments

~~38.11~~

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

38.15 Appointment from a Separate Agency

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

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

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

Granting of Sick Leave

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

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

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

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

ARTICLE 45
LEAVE WITHOUT PAY FOR
THE CARE OF FAMILY

45.02 An employee ~~shall~~**may** be granted leave without pay for the care of family in accordance with the following conditions:

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

ARTICLE 46
VOLUNTEER LEAVE

To be discussed in the context of repackaging various leave provisions

ARTICLE 47
LEAVE WITH PAY FOR
FAMILY-RELATED RESPONSIBILITIES

To be discussed in the context of repackaging various leave provisions

ARTICLE 49

PERSONAL LEAVE WITH PAY

To be discussed in the context of repackaging various leave provisions

ARTICLE 52
COURT LEAVE

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

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

ARTICLE 55

LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

55.01 At its discretion, the Employer may grant:

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

ARTICLE 57**STATEMENT OF DUTIES**

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

ARTICLE 63
PART-TIME EMPLOYEES

63.01 Definition

Part-time employees means an employee whose weekly scheduled hours of work **in the same position** 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 **in the same position** compare with thirty-seven decimal five (37.5).

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

ARTICLE 64
SEVERANCE PAY

To be discussed

ARTICLE 67**DURATION**

67.01 This agreement shall expire on June 21, 20xx. ~~The duration of this collective agreement shall be from the date it is signed to June 21, 2007.~~

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

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

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

APPENDIX A

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

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

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

APPENDIX C
MEMORANDUM OF AGREEMENT
CONCERNING FISHERY OFFICERS
IN THE GENERAL TECHNICAL GROUP
WORKING ON OFF-SHORE SURVEILLANCE IN THE
DEPARTMENT OF FISHERIES AND OCEANS

The Employer will be proposing new language which would clarify the situations applicable to Appendix C and removing the obligation for Fishery Officers who are not assigned on a full time basis on offshore patrol vessels to bank 75 hours of compensatory leave.

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

28.01 Overtime Compensation

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

APPENDIX I
MEMORANDUM OF AGREEMENT
CONCERNING EMPLOYEES IN THE
ENGINEERING AND SCIENTIFIC SUPPORT GROUP
IN THE SEA LAMPREY CONTROL UNIT

Notwithstanding the provisions of Article 25, Hours of Work, and Article 28, Overtime, the following provisions shall apply to employees of the Sea Lamprey Control Unit of the Department of Fisheries and Oceans who are required to perform work away from their headquarters area during the "field season". ~~and it is impractical or impossible for them to return to their headquarters area on weekends.~~

Overtime shall be compensated in accordance with this Collective Agreement and shall be taken as compensatory leave immediately following the ~~period in the field~~ **end of the defined field season** or at the discretion of the Employer.

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

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

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

Terms and Conditions Governing the Administration of Variable Hours of Work

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

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

APPENDIX P

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

- **Civil Aviation Safety Inspectors who have six (6) or more years of experience in the performance or supervision of aeronautical product manufacturing processes and who hold one of the following: a university degree with specialization in Quality Assurance or aircraft maintenance or aircraft manufacturing; or a college certificate in Quality Assurance or aircraft maintenance or aircraft manufacturing; or a current membership in the American Society for Quality Control.** Non-destructive specialist having ten (10) years in the field of non-destructive testing, preferably with an aircraft background and a C.G.S.B certification covering Radiography (Aircraft Structures), Magnetic Particle, Liquid Penetrant and Eddy Current inspection are also employed.

APPENDIX S

MEMORANDUM OF UNDERSTANDING BETWEEN

THE TREASURY BOARD OF CANADA AND

THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO

IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

Delete (proposed at article 67)