

**EMPLOYER PROPOSALS**

**FOR THE**

**OPERATIONAL SERVICES GROUP (SV)**

**COLLECTIVE AGREEMENT**

**27 April 2007**

**TREASURY BOARD OF CANADA SECRETARIAT**

Without prejudice, attached are the Employer proposals for amendments to the Operational Services bargaining unit collective agreement.

The Employer reserves the right to present proposals and counter proposals with respect to union demands. Also, the Employer proposes that articles of the Agreement with which the parties do not ultimately deal as proposals shall be renewed with appropriate editorial modification to ensure compatibility with other Articles as finally agreed.

GENERAL.....4  
ARTICLE 2 .....5  
INTERPRETATION AND DEFINITIONS .....5  
ARTICLE 7.....6  
NATIONAL JOINT COUNCIL AGREEMENTS .....6  
ARTICLE 9.....7  
RECOGNITION .....7  
ARTICLE 14.....8  
LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS .....8  
ARTICLE 16 .....11  
ILLEGAL STRIKES .....11  
ARTICLE 17 .....12  
DISCIPLINE .....12  
ARTICLE 18 .....13  
GRIEVANCE PROCEDURE.....13  
ARTICLE 25 .....25  
HOURS OF WORK.....25  
ARTICLE 26 .....26  
SHIFT PRINCIPLE .....26  
ARTICLE 28.....27  
VARIABLE HOURS OF WORK.....27  
ARTICLE 29.....28  
OVERTIME.....28  
ARTICLE 30.....29  
CALL-BACK PAY.....29  
ARTICLE 31.....31  
STANDBY .....31  
ARTICLE 32 .....32  
DESIGNATED PAID HOLIDAYS .....32  
ARTICLE 33.....33  
TRAVELLING TIME .....33  
ARTICLE 34.....34  
LEAVE - GENERAL.....34  
ARTICLE 35.....35  
VACATION LEAVE WITH PAY.....35  
ARTICLE 36.....42  
SICK LEAVE WITH PAY .....42  
ARTICLE 38.....43  
MATERNITY LEAVE WITHOUT PAY .....43  
ARTICLE 39.....48  
PARENTAL LEAVE WITHOUT PAY .....48  
ARTICLE 40.....54  
LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY .....54  
ARTICLE 41.....55  
VOLUNTEER LEAVE .....55  
ARTICLE 42.....56  
LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES .....56

ARTICLE 44..... 57  
MATERNITY-RELATED REASSIGNMENT OR LEAVE ..... 57  
ARTICLE 46..... 58  
BEREAVEMENT LEAVE WITH PAY..... 58  
ARTICLE 47..... 59  
COURT LEAVE..... 59  
ARTICLE 48..... 60  
PERSONNEL SELECTION LEAVE..... 60  
ARTICLE 52..... 61  
LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS..... 61  
ARTICLE 54..... 62  
STATEMENT OF DUTIES..... 62  
ARTICLE 59..... 63  
PART-TIME EMPLOYEES..... 63  
ARTICLE 60..... 64  
SEVERANCE PAY ..... 64  
ARTICLE 62..... 65  
COMPENSATORY LEAVE..... 65  
ARTICLE 67..... 67  
TRANSPORTATION EXPENSES ..... 67  
ARTICLE 69..... 68  
DURATION ..... 68  
APPENDIX A..... 69  
FIREFIGHTERS GROUP ..... 69  
APPENDIX B ..... 71  
GENERAL LABOUR & TRADES ..... 71  
APPENDIX G..... 72  
SHIP'S CREWS ..... 72  
ANNEX C..... 74  
ANNEX D..... 75  
ANNEX E ..... 76  
ANNEX F ..... 78  
ANNEX J ..... 80  
APPENDIX I ..... 81  
APPENDIX J ..... 82  
APPENDIX K..... 83  
APPENDIX L ..... 84  
APPENDIX M..... 85  
APPENDIX N..... 86  
APPENDIX O..... 87

## **GENERAL**

The Employer proposes to simplify, consolidate and standardise where appropriate.

Specifically but not limited to:

1. Delete all clauses dealing with and all references to furlough leave throughout the agreement;
2. review and amend, as necessary, the collective agreement in relation to recent legislative changes.
3. Discuss a new approach to pay.
4. Enter into a discussion with the objective of simplifying and consolidating the pay notes, where appropriate.
5. discuss Pay Administration issues

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

**Amend as follows:**

2.01

- (j) **"employee"** means a person so defined in the *Public Service Labour Relations Act* and who is a member of the bargaining unit specified in Article 9 (employé-e);
- (q) **"overtime"** means (heures supplémentaires):
  - (ii) in the case of a part-time employee, authorised work in excess of the normal, **straight time** daily or weekly hours of work **in the same position** of a full-time employee specified by the relevant Group Specific Appendix but does not include time worked on a holiday;
- (u) **Delete**

## ARTICLE 7

### NATIONAL JOINT COUNCIL AGREEMENTS

**Amend as follows:**

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

**7.04** Grievances in regard to the **NJC** directives shall be filed in accordance with clause 18.01 of the Grievance Procedure **Article**.

## **ARTICLE 9**

### **RECOGNITION**

**Amend as follows:**

**9.01** The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the **former** Public Service Staff Relations Board on June 16, 1999 covering employees of the Operational Services Group.

## **ARTICLE 14**

### **LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS**

**Amend as follows:**

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

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

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

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

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

**14.02** When operational requirements permit, the Employer will grant leave without pay:

(a) to an employee who represents the Alliance in an application for certification or in an intervention,

and

(b) to an employee who makes personal representations with respect to a certification.

**14.03** The Employer will grant leave with pay:

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

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

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

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

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

**Adjudication**

**14.06** When operational requirements permit, the Employer will grant leave with pay to an employee who is:

- (a) a party to the adjudication,
  - (b) the representative of an employee who is a party to an adjudication,
- and
- (c) a witness called by an employee who is a party to an adjudication.

**Meetings During the Grievance Process**

**14.07** Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the Alliance in relation to the presentation of his or her grievance, the Employer will, where operational requirements permit, give them reasonable leave with pay for this purpose when the discussion takes place in their headquarters area and reasonable leave without pay when it takes place outside their headquarters area.

**14.08** Subject to operational requirements,

- (a) when the Employer originates a meeting with a grievor in his headquarters area, he or she will be granted leave with pay and "on duty" status when the meeting is held outside the grievor's headquarters area;

(b) when a grievor seeks to meet with the Employer, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area;

(c) when an employee representative attends a meeting referred to in this clause, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area.

### **Contract Negotiation Meetings**

**14.09** When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance.

### **Preparatory Contract Negotiation Meetings**

**14.10** When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

### **Meetings Between the Alliance and Management Not Otherwise Specified in this Article**

**14.11** When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

### **Board of Directors Meetings, Executive Board Meetings and Conventions**

**14.12** Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of the National Executive of the Components, Executive Board meetings of the Alliance, and conventions of the Alliance, the Components, the Canadian Labour Congress and the Territorial and Provincial Federations of Labour.

### **Representatives' Training Courses**

**14.13** When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

## **ARTICLE 16**

### **ILLEGAL STRIKES**

**Amend as follows:**

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

## **ARTICLE 17**

### **DISCIPLINE**

**Amend as follows:**

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

## **ARTICLE 18**

### **GRIEVANCE PROCEDURE**

**NEW**

**Propose the following:**

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

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

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

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

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

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

**Individual Grievances**

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

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

and

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

**18.08 Presentation of grievance**

(1) Subject to subsections (2) to (7), an employee is entitled to present an individual grievance if he or she feels aggrieved

(a) by the interpretation or application, in respect of the employee, of

(i) a provision of a statute or regulation, or of a direction or other instrument made or issued by the employer, that deals with terms and conditions of employment, or

(ii) a provision of a collective agreement or an arbitral award;

or

(b) as a result of any occurrence or matter affecting his or her terms and conditions of employment.

(2) An employee may not present an individual grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the Canadian Human Rights Act.

- (3) Despite subsection (2), an employee may not present an individual grievance in respect of the right to equal pay for work of equal value.**
- (4) An employee may not present an individual grievance relating to the interpretation or application, in respect of the employee, of a provision of a collective agreement or an arbitral award unless the employee has the approval of and is represented by the bargaining agent for the bargaining unit to which the collective agreement or arbitral award applies.**
- (5) An employee who, in respect of any matter, avails himself or herself of a complaint procedure established by a policy of the employer may not present an individual grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from presenting an individual grievance under this Article.**
- (6) An employee may not present an individual grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.**
- (7) For the purposes of subsection (6), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.**

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

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

#### **18.10 Representatives**

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

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

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

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

- (a) **where the decision or offer for settlement is not satisfactory to the employee, within ten (10) days after that decision or offer for settlement has been conveyed in writing to the employee by the Employer,**  
  
**or**
- (b) **where the Employer has not conveyed a decision to the employee within the time prescribed in clause 18.14, within twenty-five (25) days after he presented the grievance at the previous level.**

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

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

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

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

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

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

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

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

**18.22** Reference to Adjudication

- (1)** An employee may refer to adjudication an individual grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to the employee's satisfaction if the grievance is related to
  - (a)** the interpretation or application in respect of the employee of a provision of a collective agreement or an arbitral award;
  - (b)** a disciplinary action resulting in termination, demotion, suspension or financial penalty;

- (c) **demotion or termination under paragraph 12(1)(d) of the *Financial Administration Act* for unsatisfactory performance or under paragraph 12(1)(e) of that Act for any other reason that does not relate to a breach of discipline or misconduct,**
  
- (2) **When an individual grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.**
  
- (3) **The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).**
  
- (4) **Nothing in subsection (1) above is to be construed or applied as permitting the referral to adjudication of an individual grievance with respect to**
  - (a) **any termination of employment under the *Public Service Employment Act*;**
  
  - or**
  
  - (b) **any deployment under the *Public Service Employment Act*, other than the deployment of the employee who presented the grievance.**

**18.23 Before referring an individual grievance related to matters referred to in paragraph 18.22(1)(a), the employee must obtain the approval of the Alliance.**

### **Group Grievances**

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

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

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

#### **18.25 Presentation of Group Grievance**

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

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

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

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

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

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

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

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

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

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

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

**18.34** Opting out of a group Grievance

- (1)** An employee in respect of whom a group grievance has been presented may, at any time before a final decision is made in respect of the grievance, notify the Alliance that the employee no longer wishes to be involved in the group grievance.
- (2)** After receiving the notice, the bargaining agent may not pursue the grievance in respect of the employee.
- (3)** After receiving the notice, the Alliance may not pursue the grievance in respect of the employee.

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

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

**18.37** Reference to Adjudication

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

- (3) **The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).**

### **Policy Grievances**

**18.38 The Employer and the Alliance may present a grievance at the prescribed level in the grievance procedure, and forward the grievance to the representative of the Alliance or the Employer, as the case may be, authorized to deal with the grievance. The party who receives the grievance shall provide the other party with a receipt stating the date on which the grievance was received by him.**

### **18.39 Presentation of Policy Grievance**

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

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

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

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

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

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

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

#### **18.46 Reference to Adjudication**

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

#### **Expedited Adjudication**

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

- (a)** At the request of either party, a grievance that has been referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties.

- (b) When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Alliance will submit to the PSLRB the consent form signed by the grievor or the bargaining agent.**
- (c) The parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts it will be submitted to the PSLRB or to the Adjudicator at the hearing.**
- (d) No witnesses will testify.**
- (e) The Adjudicator will be appointed by the PSLRB from among its members who have had at least three (3) years experience as a member of the Board.**
- (f) Each Expedited Adjudication session will take place in Ottawa, unless the parties and the PSLRB agree otherwise. The cases will be scheduled jointly by the parties and the PSLRB, and will appear on the PSLRB schedule.**
- (g) The Adjudicator will make an oral determination at the hearing, which will be recorded and initialled by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.**
- (h) The Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.**

## **ARTICLE 25**

### **HOURS OF WORK**

**The Employer wishes to discuss and resolve the problems originating from this provision and also wishes to discuss hours of work in relation to the temporary closure of a workplace.**

#### **Definitions –**

##### Shift Work

- (c) a "shift schedule" means the arrangement of shifts over a given period of time and includes days of rest and designated paid holidays;
- (d) a " shift " means the rotation through two (2) or more periods of eight (8) hours or longer where the Employer requires coverage of sixteen (16) hours or more each day; or, where the Employer requires the employee to work on a non-rotating and indefinite basis on evening or night duty of which half or more of the hours are scheduled between 1800 hours and 0600 hours.

## **ARTICLE 26**

### **SHIFT PRINCIPLE**

**Amend as follows:**

**26.01**

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

(i) Public Service **Labour** Relations Board Proceedings

Clauses 14.01, 14.02, 14.04, 14.05 and 14.06.

(ii) Contract Negotiation and Preparatory Contract Negotiation Meetings

Clauses 14.09 and 14.10.

(iii) Personnel Selection Process

Article 48.

(iv) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.

(v) Training Courses which the employee is required to attend by the Employer.

(b) Notwithstanding paragraph (a), proceedings described in subparagraph (v) are not subject to the condition that there be no increase in cost to the Employer.

**ARTICLE 28**  
**VARIABLE HOURS OF WORK**

**Amend as follows:**

**28.06 Specific Application of this Agreement**

**(d) Overtime**

**Delete**

## ARTICLE 29

### OVERTIME

**Amend as follows:**

**29.06 Overtime Compensation**

Subject to clause 29.02, an employee is entitled to time and one-half (1 1/2) compensation for each hour of overtime worked by the employee.

**29.07** Notwithstanding clause 29.06, an employee is entitled to double (2) time for each hour of overtime worked by the employee,

- (a) on a scheduled day of work or a day of rest , after a period of overtime equal to the normal daily hours of work specified in the Group Specific Appendix;  
and,
- (b) on a second or subsequent day of rest, **when an employee is required by the Employer to work on two (2) or more consecutive and contiguous days**, provided the days of rest are consecutive, except that they may be separated by a designated paid holiday;
- (c) where an employee is entitled to double (2) time in accordance with (a) or (b) above and has worked a period of overtime equal to the normal daily hours of work specified in the Group Specific Appendix, the employee shall continue to be compensated at double (2) time for all hours worked until he or she is given a period of rest of at least eight (8) consecutive hours.

## ARTICLE 30

### CALL-BACK PAY

**Amend as follows:**

**30.01** 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) a minimum of three (3) hours of pay at the applicable overtime rate except that this minimum shall only apply once during a single period of eight (8) hours, starting when the employee first commences the work,**

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.

**NEW**

**30.03 Call-Back Worked from a Remote Location**

**Notwithstanding the provisions of 30.01**

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

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

**or**

**(ii) on the employee's day of rest,**

**or**

**(iii) 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:**

**(A) compensation at the applicable overtime rate for time worked,**

**or**

**(B) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only once during a single period of eight (8) hours, 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.**

**Renumber the article**

## ARTICLE 31

### STANDBY

#### Amend as follows:

#### Exclusions

This article does not apply to the FR, LI or SC Groups.

**31.01** 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.

#### 31.02

- (a) An employee designated by letter or by list for standby duty shall be **readily** available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible, **and within a reasonable time frame as determined by the Employer** if called.
- (a) In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- (c) No standby payment shall be granted if an employee is unable to report for duty when required.
- (d) An employee on standby who is required to report for work and reports shall be compensated in accordance with clause 30.01 or the reporting pay provisions found in the relevant Group Specific Appendix, and is also eligible for reimbursement of transportation expenses in accordance with Article 67.

## **ARTICLE 32**

### **DESIGNATED PAID HOLIDAYS**

**Amend as follows:**

**32.08 Reporting for Work on a Designated Holiday**

- (a) When an employee is **scheduled** to report for work and reports on a designated holiday, the employee shall be paid the greater of:
  - (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each reporting to a maximum of eight (8) hours of **pay except that this shall only apply once during a single period of eight (8) hours**; such maximum shall include any reporting pay pursuant to Article 30;

or

  - (ii) compensation in accordance with the provisions of clause 32.07.
- (b) The minimum payment referred to in subparagraph (a)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 59.08 of this Agreement.

Renumber the article

## **ARTICLE 33**

### **TRAVELLING TIME**

**NEW**

**33.06**

**(d) For the purpose of clauses 33.06 (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.**

**ARTICLE 34**  
**LEAVE - GENERAL**

**34.06**

**Delete**

**34.10**

**Delete**

## **ARTICLE 35**

### **VACATION LEAVE WITH PAY**

**Amend as follows:**

**Excluded Provisions**

Clause 35.02 does not apply to employees in the FR Group.

**35.01**

The vacation year shall be from April 1<sup>st</sup> to March 31<sup>st</sup>, inclusive, of the following calendar year.

**Accumulation of Vacation Leave Credits**

**35.02**

**For employees whose standard hours of work are equal to forty (40) hours per week:**

An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least eighty (80) hours:

- (a) ten (10) hours per month until the month in which the anniversary of the employee's eighth (8<sup>th</sup>) year of service occurs;  
or
- (b) thirteen decimal three six (13.36) hours per month commencing with the month in which the employee's eighth (8<sup>th</sup>) anniversary of service occurs;  
or
- (c) Fourteen decimal seven two (14.72) hours per month in which the employee's sixteenth (16<sup>th</sup>) anniversary of service occurs;  
or
- (d) Fifteen decimal three six (15.36) hours per month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;  
or
- (e) sixteen decimal seven two (16.72) hours per month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs;  
or
- (f) eighteen (18) hours per month commencing with the month in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;

or

- (g) twenty (20) hours commencing with the month in which the employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs;
- (h) **Delete**

### **35.02.1**

**For employees whose standard hours of work are equal to thirty-seven decimal five (37.5) hours per week:**

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:

- (a) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8<sup>th</sup>) year of service occurs;
- (b) twelve decimal five (12.5) hours commencing with the month in which the employee's eight (8<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;
- (c) 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>) anniversary of service occurs;
- (d) sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;
- (g) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs;
- (h) **Delete**

### **35.02.2**

- (i) Employees with more than two (2) years of service, as defined in clause 35.03, shall be credited a one-time entitlement of forty (40) hours of vacation leave with pay, or thirty-seven decimal five (37.5) where the standard work week is thirty-seven decimal five (37.5) hours.

(ii) **Delete**

(iii) **Delete**

### 35.03

- (a) For the purpose of clause 35.02 and 35.02.1 only, all service within the Public Service, 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 lay-off and is reappointed to the Public Service within one (1) year following the date of lay-off.
- (c) Notwithstanding paragraph (a) above, an employee who was a member of one of the bargaining units listed below on the date of signing of the relevant collective agreement or an employee who became a member of those bargaining units between the date of signing of the relevant collective agreement and May 31, 1990 shall retain, for the purpose of “service” and of establishing his or her vacation entitlement pursuant to this clause, 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.

<b>Bargaining Unit</b>	<b>Date of Signing</b>
HP	April 6, 1989
GL&T	May 4, 1989
LI	June 19, 1989
HS	June 21, 1989
FR	June 30, 1989
GS	August 4, 1989
SC	December 31, 1989
PR(S)	July 7, 2000

- (i) Sub-clause (b) above applies with respect to Printing Operations Supervisory employees except that May 31, 1990 shall be replaced by the first (1<sup>st</sup>) day of the month following the date of signing.

**35.04** 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 is entitled to receive an advance of credits equivalent to the anticipated credits for the current vacation year.

## Scheduling and Granting of Vacation Leave With Pay

### 35.05

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) The Employer reserves the right to schedule an employee's vacation leave **earned in the current or prior year(s)**. In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
  - (i) grant an employee's vacation leave in an amount and at such time as the employee may request;
  - (ii) not recall an employee to duty after the employee has proceeded on vacation leave;
  - (ii) not cancel nor alter a period of vacation leave which has been previously approved in writing;
  - (iv) ensure that, at the request of employee, vacation leave in periods of two (2) weeks or more are started following a scheduled period of rest days.
- (c) Representative of the Alliance shall be given the opportunity to consult with representatives of the Employer on vacation schedules.

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

- 35.07** Where, in respect of any period of vacation leave, an employee:
- (a) is granted bereavement leave,
  - or
  - (b) is granted leave with pay because of illness in the immediate family,
  - or
  - (d) is granted sick leave on production of a medical certificate,

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

**35.08 Advance Payments****Delete****35.09 Recall from Vacation Leave**

- (a) Where an employee is recalled to duty during any period of vacation ~~or furlough~~ leave, the employee shall be reimbursed for reasonable expenses that the employee incurs:
- (i) in proceeding to the employee's place of duty, and
  - (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,

after submitting such accounts as are normally required by the Employer.

- (b) The employee shall not be considered as being on vacation leave ~~or furlough~~ leave during any period in respect of which the employee is entitled under paragraph (a) to be reimbursed for reasonable expenses incurred by the employee.

**35.10 Cancellation or Alteration of Vacation Leave**

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

**35.11 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 **forty (240)** hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and **forty (240)** 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) Notwithstanding paragraph (a), if on March 31, 2005 or on the date an employee becomes subject to this Agreement subsequent to March 31, 2005, an employee has more than two hundred and **forty (240)** hours of unused vacation

leave credits, a minimum of eighty (80) hours per year shall be granted or paid in cash by March 31<sup>st</sup> of each year, commencing on March 31, 2006 until all vacation leave credits in excess of two hundred and **forty (240)** hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31<sup>st</sup> of the applicable previous vacation year.

**35.12** 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 twenty (120) hour, or one hundred and twelve point five (112.5) hours, where the standard work week is thirty-seven decimal five (37.5) hours per week, 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 31<sup>st</sup> of the previous vacation year.

#### **Leave When Employment Terminates**

**35.13** When an employee dies or otherwise ceases to be employed, the employee's estate or the employee shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation and furlough leave to the employee's credit by the rate of pay as calculated from the classification prescribed in the certificate of appointment on the date of the termination of employment.

**35.14** Notwithstanding clause 35.13, an employee whose employment is terminated for cause pursuant to **Section 12(1) (e)** of the *Financial Administration Act* by reason of abandonment of his or her position is entitled to receive the payment referred to in clause 35.13, if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

**35.15** Where the employee requests, the Employer shall grant the employee his or her unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1<sup>st</sup>) year of continuous employment in the case of lay-off, and the tenth (10<sup>th</sup>) year of continuous employment in the case of resignation.

#### **35.16 Appointment to a Separate Agency**

Notwithstanding clause 35.13, an employee who resigns to accept an appointment with an organization listed in **Schedule V** of the *Financial Administration Act* may choose not to be paid for unused vacation and furlough leave credits, provided that the appointing organization will accept such credits.

**35.17 Appointment from a Separate Agency**

An employee who has resigned from an organization listed in **Schedule V** of the *Financial Administration Act* may, with concurrence of Employer, transfer up to two hundred and **forty (240)** hours of earned vacation leave credits earned previously with that organization.

## ARTICLE 36

### SICK LEAVE WITH PAY

**Amend as follows:**

**36.01 (b)**

**Delete**

**Granting of Sick Leave**

**36.03**

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 36.02(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.**

**36.08** The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to Section **12(1)(e)** of the *Financial Administration Act* at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which Injury on Duty Leave has been granted pursuant to Article 37.

## ARTICLE 38

### MATERNITY LEAVE WITHOUT PAY

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

**And amend as follows:**

#### **38.01 Maternity Leave Without Pay**

(a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.

(b) Notwithstanding paragraph (a):

(i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or

(ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

(c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

(d) The Employer may require an employee to submit a medical certificate certifying pregnancy.

(e) An employee who has not commenced maternity leave without pay may elect to:

- (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
- (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 36, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 36, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

### **38.02 Maternity Allowance**

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
  - (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  - (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or Québec Parental Insurance Plan in respect of insurable employment with the Employer,and
  - (iii) has signed an agreement with the Employer stating that:
    - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;

(B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;

(C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, 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), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

$$(\text{allowance received}) \times (\text{remaining period to be worked following her return to work})$$


---

[ total period to be worked as specified in (B) ]

however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the *Public Service Labour Relations Act* within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet 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) Maternity 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 maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
- and
- (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or Québec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly

rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which 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 38.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity benefits.
- (e) The maternity 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 she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Québec.
- (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 maternity 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 maternity leave, 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 her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision **that would increase the maternity allowance**, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

### 38.03 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in subparagraph 38.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Québec Parental Insurance Plan maternity benefits,
- and
- (ii) has satisfied all of the other eligibility criteria specified in paragraph 38.02(a), other than those specified in sections (A) and (B) of subparagraph 38.02(a)(iii),
- shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.
- (b) An employee shall be paid an allowance under this clause and under clause 38.02 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph (a)(i).

#### **38.04 Transitional Provisions**

**Delete**

## ARTICLE 39

### PARENTAL LEAVE WITHOUT PAY

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

**And amend as follows:**

#### **39.01 Parental Leave Without Pay**

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.
- (d) Notwithstanding paragraphs (a) and (b):
  - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
  - or
  - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

- (e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.
- (f) The Employer may:
  - (i) defer the commencement of parental leave without pay at the request of the employee;
  - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
  - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

### **39.02 Parental Allowance**

- (a) An employee who has been granted parental leave without pay, shall be paid a parental 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 parental leave without pay,
  - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or Québec Parental Insurance Plan 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 parental 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 parental allowance, in addition to the period of time referred to in section 39.02(a)(iii)(B), if applicable;
  - (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), for reasons other than death, lay-off, 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), or having become disabled as defined in the *Public Service Superannuation Act*, 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)]

however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the *Public Service Labour Relations Act* within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet 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) Parental 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 parental 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 the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he/she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he/she would have been eligible if no extra monies had been earned during this period.
  - (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph **39.02(c)(i)** will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI or QPIP parental benefits.
- (e) The parental 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 or the Parental Insurance Act* in Quebec.
- (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 maternity or parental 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 maternity or parental 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 parental leave without pay an employee is 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 **that would increase the parental allowance**, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined, **shared** maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks.

### **39.03 Special Parental Allowance for Totally Disabled Employees**

(a) An employee who:

- (i) fails to satisfy the eligibility requirement specified in subparagraph **39.02(a)(ii)** solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits,  
and
- (ii) has satisfied all of the other eligibility criteria specified in paragraph **39.02(a)**, other than those specified in sections (A) and (B) of subparagraph **39.02(a)(iii)**, shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit

under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause **39.02** for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

### **39.04 Transitional Provisions**

**Delete**

## **ARTICLE 40**

### **LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY**

**Amend as follows:**

**40.03** Subject to paragraph 40.02, an employee **may** be granted leave without pay for the care of family in accordance with the following conditions:

(d) leave granted for a period of one (1) year or less shall be scheduled **subject to operational requirements.**

**Transition al Provision**

**40.06 Delete**

**ARTICLE 41**  
**VOLUNTEER LEAVE**

**To be discussed in the context of repackaging various leave provisions**

## **ARTICLE 42**

### **LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES**

**To be discussed in the context of repackaging various leave provisions**

## ARTICLE 44

### MATERNITY-RELATED REASSIGNMENT OR LEAVE

**Amend as follows:**

**44.02** An employee's request under clause 44.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, **the Employer may obtain a medical opinion from Health Canada or its authorized agent.**

## ARTICLE 46

### BEREAVEMENT LEAVE WITH PAY

**Amend as follows:**

**46.02** When a member of the employee's immediate family dies, an employee shall be entitled to a **single** bereavement period of five (5) consecutive calendar days. **Such bereavement period, as determined by the employee, 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.

## **ARTICLE 47**

### **COURT LEAVE**

**Amend as follows:**

**47.01** 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 48**  
**PERSONNEL SELECTION LEAVE**

**Amend as follows:**

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

## **ARTICLE 52**

### **LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

**Amend 52.01 as follows:**

**52.01** 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.

**52.02 Personal Leave**

**To be discussed in the context of repackaging various leave provisions**

## ARTICLE 54

### STATEMENT OF DUTIES

**Amend as follows:**

**54.01** Upon written request, an employee shall be provided with **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 59

### PART-TIME EMPLOYEES

#### 59.01 Definition

Part-time employee means an employee whose weekly scheduled hours of work on average **in a same position** are less than those established in the relevant Group Specific Appendix, but not less than those prescribed in the *Public Service Labour Relations Act*.

#### General

#### 59.02

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 a same position** compared with those specified in the relevant Group Specific Appendix.

#### 59.04

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 in the same position** or the weekly hours specified in the relevant Group Specific Appendix, **at straight time in the same position**.

#### 59.10 Vacation Leave

Delete 59.10(h)

## **ARTICLE 60**

### **SEVERANCE PAY**

**Amend as follows:**

#### **60.01**

##### **(f) Termination for Cause for Reasons of Incapacity or Incompetence**

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

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

#### **60.02**

**The employer wishes to discuss the application of this clause**

#### **60.03 Appointment to a Separate Agency Organization**

Notwithstanding paragraph 60.01(b), an employee who resigns to accept an appointment with an organization listed in **Schedule V of the *Financial Administration Act*** may choose not to be paid severance pay provided that the appointing organization will accept the employee's **Schedules I and IV of the *Financial Administration Act*** service for its severance pay entitlement.

## ARTICLE 62

### COMPENSATORY LEAVE

**Amend as follows:**

Exception: This Article does not apply to the SC group.

**62.01**

- (a) All the overtime, travelling time compensated at overtime rates, standby pay, reporting pay, callback pay, and time worked on a designated paid holiday, 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**, compensation shall be in equivalent leave with pay.

Notwithstanding the above paragraph, designated paid holidays for FR employees will be compensated in accordance with clause 6.01 of Appendix A.

- (b) Compensatory leave may be granted subject to operational requirements and adequate advance notice being provided.
- (c) At the request of the employee, and with the approval of the employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, **at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.**
- (d) Compensatory leave earned in a fiscal year, and outstanding as of September 30<sup>th</sup> of the next following fiscal year will be paid at the employee's rate of pay on September 30<sup>th</sup>.

**62.02**

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

- (a) bereavement leave with pay,  
or
- (b) leave with pay because of illness in the immediate family on production of a medical certificate,  
or
- (c) 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.

## ARTICLE 67

### TRANSPORTATION EXPENSES

**Amend as follows:**

**67.01** If an employee is called back or is required to report to work pursuant to Articles 29, 30, 31, 32, or the Reporting Pay clauses of the appropriate Appendix,

- (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,  
or
- (c) for overtime worked which is not contiguous to the employee's scheduled hours of work,

and reports for work, the employee shall be reimbursed for reasonable expenses incurred as follows:

- (i) **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 and the employee travels by means of his or her own automobile,  
or
- (iv) out-of-pocket expenses for other means of commercial transportation.
- (e) 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.

## **ARTICLE 69**

### **DURATION**

**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.**

**NEW**

**66.03 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.**

## APPENDIX A

### FIREFIGHTERS GROUP

#### Vacation Leave

##### 1.01 Accumulation of Vacation Leave

(a) An employee whose work schedule requires two thousand one hundred eighty-four (2184) hours per year, and who has earned pay for at least **eighty-four (84)** hours for each calendar month of a fiscal year, shall earn vacation leave at the following rates:

(i) eleven (11) hours per month if the employee has completed less than eight (8) years of service;

(ii) **Delete**

(iii) fourteen (14) hours per month if the employee has completed between eight (8) and sixteen (16) years of service and has not received, or is eligible but has elected not to receive, or is not eligible to receive furlough leave;

(iv) fifteen decimal six (15.6) hours month after the employee has completed sixteen (16) years of service;

(v) sixteen decimal four (16.4) hours per month after the employee has completed seventeen (17) years of service;

(vi) eighteen (18) hours per month after the employee has completed eighteen (18) years of service;

(vii) nineteen (19) hours per month after the employee has completed twenty-seven (27) years of service;

(viii) twenty-one (21) hours per month after the employee has completed twenty-eight (28) years of service;

(b) Any other employee who has earned pay for at least seventy-five (75) hours for each calendar month of a fiscal year shall earn vacation leave in accordance with clause 35.02.1.

(c) for the purpose of clause 1.01 only, all service within the Public Service, 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 lay-off and is reappointed to the Public Service within one (1) year following the date of lay-off.

**1.02** With respect to the application of clause 35.02.2, for firefighters where the standard work week is forty-two (42) hours the entitlement is forty-two (42) hours of vacation leave with pay.

**1.03 The Employer reserves the right to schedule an employee's vacation leave earned in the current or prior year(s).**

### **Sick Leave With Pay**

#### **3.01 Credits**

(a) An employee whose work schedule requires two thousand one hundred eighty-four (2184) hours per year shall earn credits at the rate of eleven (11) hours per month for each calendar month for which the employee earns pay for at least **eighty-four (84)** hours.

(b) An employee subject to clause 2.01 of this Appendix shall earn additional sick leave credits at the rate of one (1) hour for each calendar month during which he or she works shifts and he or she receives pay for at least the period identified in (a) ~~or (b)~~ above. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used all earned sick leave credits during the current fiscal year.

(c) Any other employee shall earn credits at the rate of nine decimal three hundred and seventy five (9.375) hours for each calendar month for which the employee earns pay for at least seventy-five (75) hours.

### **Long Service Pay**

**5.01 Delete**

### **Designated Paid Holiday**

**6.01 Compensation for Designated Paid Holidays**

**The Employer would like to discuss this issue.**

## **APPENDIX B**

### **GENERAL LABOUR & TRADES**

#### **Rates of Pay**

The Employer wishes to discuss the creation of Apprentice Rates of Pay.

#### **Vacation Leave**

Delete clause 1.01

#### **Supervisory Differential**

**5.01** A supervisory differential, as established in Annex **B**, shall be paid to employees in the bargaining unit who encumber positions which receive a supervisory rating under the classification standard, and who perform supervisory duties.

## **APPENDIX G**

### **SHIP'S CREWS**

1. The Employer wishes to discuss the creation of a new Crewing System.
2. The Employer wishes also to discuss the elimination of the vacation leave factors in Annexes C, D & E.

**Amend as follows:**

**SHIPS' CREWS**  
**SPECIFIC PROVISIONS AND RATES OF PAY**  
**GENERAL**

**2.05 Meal Allowance**

- (a)
- (i) For positions where meals are not provided by the Employer, an employee who works three (3) or more consecutive hours of overtime on a regular working day shall receive a meal allowance of ten dollars (\$10.00), except where a free meal is provided.
  - (ii) Reasonable time with pay, to be determined by management, 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.
- (b)
- (i) **For positions where meals are not provided by the Employer, an employee who works overtime continuously beyond the period provided in paragraph (a) shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10.00) for each four (4)-hour period of overtime worked thereafter, except where a free meal is provided.**
  - (ii) Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

(c)

(i) For positions where meals are not provided by the Employer, an employee who works overtime on days of rest beyond the prior scheduled overtime period shall receive a meal allowance of ten dollars (\$10.00) after having worked three (3) consecutive hours of overtime beyond the prior scheduled overtime period and ten dollars (\$10.00) for each four (4) hour period of overtime worked thereafter, except where a free meal is provided.

(ii) Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employees place of work.

### **3.04 Carry-Over and/or Liquidation of Vacation Leave**

**(b) (iv)**

**The Employer reserves the right to schedule an employee's vacation leave earned in the current or prior year(s).**

## ANNEX C

### **Remove vacation and sick leave factors and adjust deductions.**

#### **42 HOUR AVERAGING WORK SYSTEM**

##### **2.01 Vacation Leave**

(a) An employee shall earn vacation leave credits at the rate prescribed for his or her years of continuous employment, as set forth in Vacation Leave with Pay, for each calendar month for which he receives at least **eighty-four (84)** hours' pay.

(b) An employee shall have his or her accrued hours of vacation leave with pay adjusted to an hourly credit by multiplying the number of hours under Vacation Leave With Pay by a factor of one decimal four-seven (1.47).

(c) Should an employee leave the Ships' Crews Group or the Annex C operating system, the credits will be converted to hours by applying the above formula in reverse.

##### **2.02 Vacation Leave With Pay**

Vacation leave with pay shall be granted on an hourly basis in accordance with Article 34.01(c).

#### **3. Sick Leave With Pay**

(a) An employee shall earn sick leave credits at the rate prescribed in General - Sick Leave With Pay, for each calendar month for which the employee receives at least **eighty-four (84)** hours pay.

#### **6. Hours of Work and Overtime**

##### **6.02**

**In all situations, employees shall be available to return to the vessel within thirty (30) minutes.**

## **ANNEX D**

**Remove vacation and sick leave factors and adjust deductions.**

### **7.01(c)**

**During the on-call duty hours, ships personnel must be in a position to respond to a search and rescue (SAR) call in a zero (0) to thirty (30) minute basis.**

## ANNEX E

### LAY-DAY WORK SYSTEM

#### Amend as follows:

The number of vessels operating on the lay-day work system can be modified from time to time through consultation by the parties.

(a) **Delete**

(b) **Delete**

#### 1. General

(d) Employees will be informed of the anticipated work schedule **of a vessel** for the operational year. Employees will be notified of changes to the anticipated work schedule at the earliest possible time. Normally, employees will receive two (2) months notice of changes to the anticipated work schedule, **(Delete - with a minimum of fourteen (14) days notice)**

(e)

(i) The workday will consist of an on-duty-cycle of twelve (12) hours of work per day. For each day worked an employee shall earn one decimal seventeen (1.17) lay-days in addition to the employee's lay-day pay.

(ii.) **DELETE**

(iii.) Earned lay-days paid in cash pursuant to (h)(i) will be equal the lay-day rate of pay multiplied by one decimal five (1.5).

#### 3. Leave Interpretation

a) Sick Leave With Pay and Injury on Duty Leave can only be granted during the on-duty cycle.

**b) Other than Vacation Leave or Compensatory Leave, leave with pay can not be granted during the lay-day off-duty cycle.**

**c) Approved leave on scheduled off duty portion of the cycle can not be displaced.**

4. **Administration**

(c) **Delete and replace with the following:**

When an employee subject to this Annex is granted paid leave other than those noted in this Annex;

- (i.) A lay-day is not earned; and,
- (ii.) **When such leave is granted during the off-duty cycle, a lay-day will be deducted from the accumulated bank of lay-days.**

(c) Delete (covered under designated paid holiday provision)

5. **Vacation Leave With Pay**

- (d) **When vacation leave is granted, a lay-day is not earned.**
- (e) **When vacation leave is granted during the off-duty cycle, a lay-day will not be deducted the accumulated bank of lay-days.**

10. **Hours of Work and Overtime**

10.03

**In all situations, employees shall be available to return to the vessel within thirty (30) minutes.**

10.05

- (a) **When compensatory leave is granted, a lay-day is not earned.**
- (b) **When compensatory leave is granted during the off-duty cycle, a lay-day will be deducted from the accumulated bank of lay-days.**

## **ANNEX F**

### **DIRTY WORK ALLOWANCE**

**Delete Annex and replace with:**

**When an employee is required to:**

**(a) work in bilges and spaces below the bottom floor plates for periods in excess of fifteen (15) minutes,**

**or**

**(b) repair or maintain ships' sewage disposal tanks and associated piping, pumps and valves, including any part of a vessel's sewage system, which necessitates the officer to come into contact with effluent, or system components which are downstream from the fixture connection and contain effluent. The grey water system is not considered to be a part of the sewage disposal system.**

**or**

**(c) work on top of boilers while steam pressure is being maintained,**

**or**

**(d) work inside water tanks or work inside oil tanks that have contained oil, or work in the fire side of boiler furnaces, combustion chambers, or in air heater space. The grey water tank shall be considered to be a water tank for the purpose of the administration of clause (d). Work on the exhaust manifolds of the opposed piston Fairbanks-Morse engines (punching carbon) shall be considered to be the equivalent of work on the fire side of combustion chambers.**

**or**

**(e) come in physical contact with the pollutant while engaged in the cleaning up of oil spills in excess of two hundred (200) litres which resulted from a marine disaster, mechanical failure, bunkering or fuel transfer operations,**

**or**

**(f) repair or maintain the ships' grey water system, including holding tanks, associated piping, pumps and valves, provided the officer is required to come into direct contact with the grey water. Cleaning of clogged drains shall not constitute dirty work.**

**The employee shall receive, in addition to the appropriate rate of pay, an additional one (1) hours pay the employee's straight-time rate for each hour worked.**

**An employee is entitled to the above compensation on a prorata basis for each completed fifteen (15) minute period worked.**

**Supervision or inspection of duties described in clause (a), (b), (c) or (d) does not entitle an employee to the allowance specified in Annex F.**

**All of the foregoing duties must have the prior approval of the responsible manager before work is commenced.**

## **ANNEX J**

### **TRAINING**

**The Employer wishes to discuss the issue of training as it relates to Ships' Crew Employees.**

**APPENDIX I**  
**WORK FORCE ADJUSTMENT**

**The Employer reserves the right to make proposals on this appendix.**

**APPENDIX J**  
**JOINT LEARNING PROGRAM**

**The Employer wishes to discuss this program.**

**APPENDIX K**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**TREASURY BOARD**

**AND THE**

**PUBLIC SERVICE ALLIANCE OF CANADA**

**WITH RESPECT TO CLASSIFICATION REVIEW**

Delete

**APPENDIX L**

**MEMORANDUM OF UNDERSTANDING  
WITH RESPECT TO WORK FORCE ADJUSTMENT**

**Delete**

**APPENDIX M**

**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**

**APPENDIX N**  
**WHISTLEBLOWING**

**Delete**

**APPENDIX O**  
**SOCIAL JUSTICE FUND**

**Delete**