



EMPLOYER PROPOSALS
FOR THE
OPERATIONAL SERVICES (SV) GROUP

NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON AUGUST 4, 2014

July 8, 2014

INTRODUCTION

The Employer's objectives for this round of bargaining are to advance the government's human resources modernization agenda by implementing a new disability and sick leave management system, by providing salary increases which respect the government's fiscal restraint, and by setting the duration of the collective agreement in order to provide financial predictability. Such an approach is fair for taxpayers and public servants, and will contribute to a healthier, more productive workforce.

Without prejudice, attached are the Employer proposals for the renewal of the collective agreement covering employees who are members of the Operational Services (SV) bargaining unit.

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

The Employer proposes that articles of the collective agreement on which the parties do not make proposals, ultimately, be renewed with appropriate editorial modification to ensure compatibility with other articles as finally agreed.

Note:

Proposed revisions to existing language are indicated with ~~strike through~~ revision marks. New language is **bolded**.

GENERAL

The Employer proposes to:

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

**CHANGE REFERENCES TO “THE PUBLIC SERVICE TERMS AND
CONDITIONS OF EMPLOYMENT REGULATIONS”**

**ARTICLE 2
INTERPRETATION AND DEFINITIONS**

2.01(g) “continuous employment” (emploi continu) has the same meaning as specified in the existing ~~*Public Service Terms and Conditions of Employment Regulations Directive on Terms and Conditions of Employment*~~ of the Employer ~~on the date of signing of this Agreement~~;

PAY ADMINISTRATION

61.03 (b) (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the ~~*Public Service Terms and Conditions of Employment Regulations Directive on Terms and Conditions of Employment*~~, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;

**APPENDIX I
WORKFORCE ADJUSTMENT**

7.2.2 (a) (ii) the ~~*Public Service Terms and Conditions of Employment Regulations Directive on Terms and Conditions of Employment*~~, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the PSLRB pursuant to a successor rights application;

7.2.2 (a) (iii) recognition of continuous employment, as defined in the ~~*Public Service Terms and Conditions of Employment Regulations Directive on Terms and Conditions of Employment*~~, for purposes of determining the employee’s entitlements under the collective agreement continued due to the application of successor rights;

ARTICLE 10
INFORMATION

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

ARTICLE 11

CHECK-OFF

11.06 The amounts deducted in accordance with clause 11.01 shall be remitted to the Comptroller of the Alliance ~~by cheque~~ within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

11.07 Delete

~~The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.~~

Renumber remainder of Article accordingly.

ARTICLE 17

DISCIPLINE

17.05 (a) Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

17.05 (b) The two (2) year period noted in 17.05 (a) will be extended automatically by the length of any period of leave without pay taken by the employee.

ARTICLE 25
HOURS OF WORK

25.05 Scheduled of hours of work shall be posted at least ~~fifteen (15)~~ **calendar days forty-eight (48) hours** in advance of the starting date of the new schedule, and the Employer shall, where practical, arrange schedules which will remain in effect for a period of not less than twenty-eight (28) calendar days. The Employer shall also endeavour, as a matter of policy, to give an employee at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday, and the consecutive days of rest may be in separate calendar weeks.

ARTICLE 30
CALL-BACK PAY

Exclusions

This article does not apply to the LI Group.

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) Compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period,

or

(ii) compensation at the applicable rate of overtime compensation for time worked,

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

(d) The minimum payment referred to in 30.01(c)(i) above, does not apply to part-time employees. Part-time

employees will receive a minimum payment in accordance with clause 59.06.

- (e) An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:**
 - (i) compensation at the applicable overtime rate for any time worked,**
or
 - (ii) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.**

ARTICLE 32
DESIGNATED PAID HOLIDAYS

32.03 Delete

~~**Designated Holiday Coinciding with a Day of Paid Leave**~~

~~Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.~~

Renumber remainder of Article accordingly.

ARTICLE 33
TRAVELLING TIME

33.06 If an employee is required to travel as set forth in clauses 33.04 and 33.05:

- (a) on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day;
- (b) on a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours, and
 - (ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate of pay;
- (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the straight-time rate of pay;
- (d) for the purposes of paragraphs 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 35
VACATION LEAVE WITH PAY

35.03

- (a)(i) 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. For greater certainty, severance payments taken under Article 60.04 to 60.07, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service.
- (a)(ii) **For the purpose of clause 35.03(a)(i) only, effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.**

****as per MOA signed on July 19, 2012****

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

35.08 Delete

Advance Payments

~~(a) The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.~~

~~(b) Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to the commencement of leave. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.~~

35.11 Carry-Over and/or Liquidation of Vacation Leave

~~Clause 35.11 Carry Over and Liquidation of Vacation Leave will take effect on April 1, 2005.~~

(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 eighty (280)~~ **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 eighty (280)~~ **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 eighty (280)~~ **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 31st of each year, commencing on March 31, 2006 until all vacation leave credits in excess of ~~two hundred and eighty (280)~~ **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 31st of the applicable previous vacation year.

Leave When Employment Terminates

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 (1st) year of continuous employment in the case of lay-off, ~~and the tenth (10th) year of continuous employment in the case of resignation.~~

35.17 Appointment from a Separate Employer

An employee who has resigned from an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may, with concurrence of Employer, transfer up to ~~two hundred and eighty (280)~~ **two hundred and forty (240)** hours of earned vacation leave credits earned previously with that organization.

ARTICLE 36

SICK LEAVE WITH PAY

As a result of the Government's announcement to implement a Short-term Disability Plan, the Employer wishes to discuss the consequential changes to the sick leave provisions, a transition approach for sick leave banks, as well as, any other required changes to other provisions in the collective agreement.

ARTICLE 40

LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

40.02 Subject to paragraph 2.01(m) **and subject to operational requirements**, an employee ~~shall~~ **may** be granted leave without pay for the care of family in accordance with the following conditions:

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

ARTICLE 47
COURT LEAVE

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,~~

ARTICLE 54
STATEMENT OF DUTIES

54.01 Upon **appointment** ~~written request~~, an employee shall be provided with a ~~complete and current~~ statement of the duties and responsibilities of his or her **substantive** 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 60
SEVERANCE PAY

The Employer would like to discuss the required amendments pursuant to the removal of severance pay for voluntary separations (resignation and retirement).

ARTICLE 61
PAY ADMINISTRATION

61.08 Delete

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

61.11 Delete

Pay Notes (Former Canada Customs and Revenue Agency Employees):

- ~~(a) Effective date of transfer or appointment to CBSA, the employee's new rate of pay shall be the step or rate in the B line of the new salary grid, which is closest to, but not less than, the rate of pay received on that day.~~
- ~~(b) Should the employee's salary exceed the maximum of the range or the rate for his/her group and level, the employee's salary shall remain unchanged until such time as the maximum rate of pay for the employee's group and level is equal to, or greater than, the employee's salary.~~
- ~~(c) Effective August 5, 2004, should the employee's salary be within the new salary band in the B line, the employee's new rate of pay shall be the step or the rate of pay in the B line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (i.e. 2.25%) and the actual salary increase, to be paid bi-weekly.~~
- ~~(d) Effective August 5, 2004, employees, subject to paragraph (b), shall receive a lump sum payment in an annualized amount equivalent to~~

~~two decimal twenty five per cent (2.25%) of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.~~

- ~~(e) Effective August 5, 2005, should the employee's salary be within the new salary band or lower or equal to the rate in the C line, the employee's new rate of pay shall be the step or rate in the C line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (i.e. 2.4%) and the actual salary increase, to be paid bi-weekly.~~
- ~~(f) Effective August 5, 2005, employees subject to paragraph b) shall receive a lump sum payment in an annualized amount equivalent to two decimal four per cent (2.4%) of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.~~
- ~~(g) Effective August 5, 2006, should the employee's salary be within the new salary band or lower or equal to the rate in the he rate in the D line, the employee's new rate of pay shall be the step or rate in the D line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum payment in an annualized amount equivalent to the difference between the value of the economic increase (i.e. 2.5%) and the actual salary increase, to be paid bi-weekly.~~
- ~~(h) Effective August 5, 2006, employees who continue to be subject to paragraph d) shall receive a lump sum payment in an annualized amount equivalent to two decimal five per cent (2.5%) of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.~~
- ~~(i) All other provisions of the new collective agreement shall apply.~~

Renumber remainder of Article accordingly.

The Employer wishes to discuss retroactivity

ARTICLE 67
TRANSPORTATION EXPENSES

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,

- (d) (i) ~~mileage~~ **kilometric allowance** 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,

ARTICLE 69

DURATION

69.01 The provisions of this Agreement will expire on **August 4, 2018**.

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

69.03 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.

(Moved from Appendix L)

Retroactivity

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

**RATES OF PAY
All GROUPS
ANNEX A**

All rates of pay:

Effective August 5, 2014:	0.5% increase
Effective August 5, 2015:	0.5% increase
Effective August 5, 2016:	0.5% increase
Effective August 5, 2017:	0.5% increase

APPENDIX A
FIREFIGHTERS GROUP - SPECIFIC PROVISIONS AND RATES OF
PAY

GENERAL
2.05

- (a) The Employer shall post a duty roster in each Fire Hall ~~eight (8) days~~ **forty-eight (48) hours** in advance. If, as a result of a change in a duty roster, an employee is transferred to another platoon on less than ~~ninety-six (96)~~ **forty-eight (48)** hours' notice in advance of the starting time of the first (1st) shift of the employee's new platoon, the employee shall be paid at the rate of time and one-half (1 1/2) for the first (1st) shift worked in the schedule of the employee's new platoon. Subsequent shifts worked on the schedule of the employee's new platoon shall be paid for at the employee's hourly rate of pay.

APPENDIX B
GENERAL LABOUR & TRADES
SPECIFIC PROVISIONS AND RATES OF PAY

Hours of Work and Overtime

1.04 An employee whose scheduled hours of work are changed without ~~seven (7) days~~ **forty-eight (48) hours** prior notice:

- (a) shall be compensated at the rate of time and one-half (1 1/2) for the first (1st) full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at straight time;
- (b) shall retain his or her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with clause 2.07.

APPENDIX B
GENERAL LABOUR & TRADES
SPECIFIC PROVISIONS AND RATES OF PAY

TRAVEL BETWEEN WORK SITES

2.01 When an employee is required to perform work at other than his normal work place, as defined in the Treasury Board Travel Directive, and the employee's status is such that the employee is not entitled to claim expenses for lodging and meals, the Employer shall provide transportation, or ~~mileage~~ **kilometric allowance** in lieu, for travel between the employee's normal workplace and any other work place(s).

APPENDIX C
GENERAL SERVICES
GROUP SPECIFIC PROVISIONS AND RATES OF PAY

INTERPRETATIONS AND DEFINITIONS

1.01 For the purposes of this Appendix:

- (a) **“annual rate of pay”** means an employee’s weekly rate of pay multiplied by fifty-two decimal one seventy-six (52.176);
- (b) **“daily rate of pay”** means an employee’s hourly rate of pay time the employee’s normal number of hours of work per day;
- (c) **“weekly rate of pay”** means an employee’s daily rate of pay multiplied by five (5).
- (d) **“pay” means the basic rate of pay as specified in Annex A and includes supervisory differential and/or inmate training differential where applicable;**

APPENDIX C
GENERAL SERVICES

GROUP SPECIFIC PROVISIONS AND RATES OF PAY

General

2.03 An employee whose scheduled hours of work are changed without ~~seven (7) days'~~ **forty-eight (48) hours** prior notice:

- (a) shall be compensated at the rate of time and one-half (1 1/2):
 - (i) for the first (1st) full shift worked on the new schedule if the new scheduled starting time of the employee's shift is at least four (4) hours earlier or later than the former scheduled starting time;
 - (ii) for those hours worked on the first (1st) shift of the new schedule which are outside of the hours of the employee's formerly scheduled shift, if the new scheduled starting time of the employee's shift is less than four (4) hours earlier or later than the former scheduled starting time.

Subsequent shifts worked on the new schedule shall be paid for at straight time;

- (b) shall retain his or her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with clause 2.05 of this Appendix.

APPENDIX D

HEATING, POWER AND STATIONARY PLANT GROUP SPECIFIC PROVISIONS AND RATES OF PAY

INTERPRETATIONS AND DEFINITIONS

1.01 For the purpose of this Agreement:

(a) **“daily rate of pay”** means the employee’s hourly rate of pay multiplied by the employee’s normal number of hours of work per day;

(b) **“weekly rate of pay”** means the employee’s daily rate of pay multiplied by five (5);

(c) **“annual rate of pay”** means the employee’s weekly rate of pay multiplied by fifty-two decimal one seven six (52.176).

(d) “pay” means basic rate of pay as specified in Annex A and includes inmate training differential where applicable;

APPENDIX D

HEATING, POWER AND STATIONARY PLANT

GROUP SPECIFIC PROVISIONS AND RATES OF PAY

General

3.04

- (a) Schedules of hours of work, which cover the normal work requirements, shall be posted by the Employer at least ~~fifteen (15) calendar days~~ **forty-eight (48) hours** in advance of the starting date of the new schedule. The Employer shall, where practical, arrange schedules which will remain in effect for periods of not less than twenty-eight (28) calendar days;

- (b) when an employee is required to change his or her position on the schedule without ~~seven (7) calendar days'~~ **forty-eight (48) hours'** notice in advance of the starting time of the change he or she shall be paid for the first (1st), changed shift which he or she works at the rate of time and one-half (1 1/2). Subsequent shifts worked, as part of the change, shall be paid for at straight time subject to the overtime provisions of this agreement.

APPENDIX E

HOSPITAL SERVICES GROUP

SPECIFIC PROVISIONS AND RATES OF PAY

INTERPRETATIONS AND DEFINITIONS

1.0 For the purpose of this Agreement:

(a) “pay” means basic rate of pay as specified in Annex A and includes supervisory differential where applicable;

APPENDIX E

HOSPITAL SERVICES GROUP - SPECIFIC PROVISIONS AND RATES OF PAY

Hours of Work

1.05 The Employer shall schedule hours of work for all employees. Working schedules shall be posted at least ~~fifteen (15) days~~ **forty-eight (48) hours** in advance of the starting date of the new schedule, and the Employer shall, where practical, arrange schedules which will remain in effect for a period of not less than twenty-eight (28) calendar days. Shifts shall be allocated on an equitable basis amongst employees governed by the same schedule.

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

APPENDIX F
LIGHTKEEPERS -
SPECIFIC PROVISIONS AND RATES OF PAY

VACATION LEAVE

ACCUMULATION OF VACATION LEAVE

1.02 Vacation leave provided under clause 1.01 above which is in excess of the three (3) or four (4) weeks per vacation year respectively shall be granted on a prorata basis during the vacation year in which the employee completes the required years of ~~continuous employment~~ **service**.

APPENDIX G
SHIPS' CREWS
SPECIFIC PROVISIONS AND RATES OF PAY
GENERAL

ANNEX C

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~~ **service**, as set forth in Vacation Leave with Pay, for each calendar month for which he receives at least eighty (80) hours' pay.

APPENDIX G
SHIPS' CREWS
SPECIFIC PROVISIONS AND RATES OF PAY
GENERAL

ANNEX D

46.6 HOUR AVERAGING WORK SYSTEM

3. Vacation Leave with Pay

3.01 An employee shall earn vacation leave credits at the rate prescribed for his/her years of **continuous employment service**, as set forth in Article 35 of the Collective Agreement, for each calendar month for which he/she receives at least ninety-three (93) hours pay.

APPENDIX G
SHIPS' CREWS
SPECIFIC PROVISIONS AND RATES OF PAY
GENERAL

ANNEX E

LAY-DAY WORK SYSTEM

General

1 (d) Employees will be informed of the anticipated work schedule 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, with a minimum of ~~fourteen (14) days~~ **forty-eight (48) hours'** notice.

APPENDIX I
WORKFORCE ADJUSTMENT

The Employer wishes to discuss.

APPENDIX J

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY
BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF
CANADA WITH RESPECT TO A JOINT LEARNING PROGRAM**

The Employer wishes to discuss.

APPENDIX L

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

The Employer wishes to move this provision to article 69, Duration.

APPENDIX M
MEMORANDUM OF UNDERSTANDING SALARY PROTECTION - RED
CIRCLING

The Employer wishes to discuss.

DELETE REFERENCES TO “Cash”**Article 2 – Interpretation and Definitions**

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

Article 35 – Vacation Leave with Pay

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 31st of the previous vacation year.

Article 61 - Pay Administration

61.09 The Employer will endeavour to make ~~cash~~ payments for overtime and other premium payments within four (4) weeks following the end of the calendar month in which it is earned.

Article 62 – Compensatory Leave

62.01 (a) All the overtime, travelling time compensated at overtime rates, standby pay, reporting pay, call-back pay, and time worked on a designated paid holiday, shall be ~~compensated by payment in cash~~ except where, upon request of an employee and with the approval of the Employer, compensation shall be in equivalent leave with pay.

Appendix A (FR Group)

6.01 Compensation for Designated Paid Holidays

- (a) The designated paid holidays in a fiscal year shall be anticipated to the end of the year and “lieu day” credits established. Each fiscal year shall be deemed to include eleven (11) designated paid holidays.

- (b) Each employee shall select the method of lieu day compensation, which he or she prefers. Such selection shall be made as of April 1, and shall remain valid for the following twelve-month (12) period.

- (c) The employee shall select one of the following methods of lieu day compensation:
 - (i) ~~cash~~ payment;
 - (ii) compensatory leave;or
 - (iii) combination of ~~cash~~ payment and compensatory leave.

- (h) At the end of each fiscal year, the employee shall be paid ~~in-cash~~ for each unused lieu day at one and one-half (1 1/2) times his daily rate of pay.

Appendix B (GL Group)

Annex E - Special Conditions Applicable to Lockmasters, Bridgemasters and Canalmen

Article 3 – Overtime Calculation at Fiscal Year-End

3.4 Compensation for overtime will be in the form of compensatory paid leave, except that any unliquidated compensatory leave remaining to an employee’s credit on the fifteen (15th) of May in any year will be paid ~~in-cash~~.

Appendix B (GL Group)

Article 4 - Standby and Call Back

4.4 Compensation for periods of standby and call-back as described in 4.1, 4.2 and 4.3 above shall be ~~paid in-cash~~.

Appendix B (GL Group)**Article 6 - Pro Rata Provisions**

When an employee ceases to be employed, the employee or the employee's estate shall be entitled to the compensation provided under Section 3 above on a pro rata basis and paid ~~in-cash~~ as of the employee's termination date. However, an employee whose employment is terminated by reason of a declaration that the position was abandoned by the employee is entitled to receive such compensation if requested by the employee within six (6) months following the date of termination of employment.

Appendix B (GL Group)**Article 8**

During canal navigation season, Canal Operating Employees unable to work because of illness, will be granted sick leave for compensatory leave purposes from their accumulated sick leave credits on an hour-for-hour basis of extra time scheduled to be worked; such sick leave will be transferred from accumulated sick leave credits to accumulated compensatory leave credits and is not subject to expansion or ~~cash~~ payment.

Appendix B (GL Group)**Annex H - Special Conditions Applicable to Employees in Agriculture and Agri-Food Canada Engaged in Milking Operations****Article 1- Hours of Work and Overtime**

As provided in this Annex:

- (a) Hours of work for employees subject to this Memorandum of Agreement shall be scheduled so that employees work an average of forty (40) hours per week scheduled over a period not exceeding two (2) months.
- (b) Overtime shall be compensated ~~in-cash~~ except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent time off with pay.

The Employer shall grant compensatory time off at times convenient to both the employee and the Employer.

Compensatory time off with pay not taken by the end of the fiscal year will be paid for ~~in-cash~~.

Appendix B (GL Group)

Annex J - Special Conditions Applicable to Employees of Agriculture and Agri-Food Canada Engaged in Harvesting Operations

5. If, due to operational requirements, leave cannot be liquidated in the fiscal year in which it was earned, at a time convenient to both the employee and the Employer, unused compensatory leave credits may be paid off ~~in-cash~~ at the end of the fiscal year.

Appendix C (GS Group)

Article 2.05 - Overtime Compensation

- (c) overtime shall be compensated ~~in-cash~~ except that, upon request of an employee, the compensation shall be in equivalent leave with pay unless the Employer, by reason of operational requirements, is unable to grant such leave;
- (e) compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for ~~in-cash~~;

Appendix D (HP Group)

General

Article 3.06

- (a) Overtime shall be compensated ~~in-cash~~, except where upon request of an employee and with the approval of the Employer, overtime shall be compensated by leave with pay.
- (c) If any above leave with pay earned cannot be liquidated by the end of a twelve (12) month period, to be determined by the Employer, then payment ~~in-cash~~ will be made at the employee's then current rate of pay.

Appendix F (LI Group)

Article 3.02 – Designated Paid Holidays

- (a) When an employee dies or otherwise terminates his or her employment, the employee or the employee's estate shall be paid ~~in-cash~~ at his or her ~~daily~~ rate of pay for each unused lieu day.

Appendix F (LI Group)**Article 5.10 Absent Lightkeeper Duties**

Where a lightkeeper is required by management to perform the duties of an absent lightkeeper from the same lightstation, the lightkeeper shall earn one (1) day of compensatory leave for each day the lightkeeper is required to perform the duties of the absent lightkeeper. However, where two (2) lightkeepers are required to share the duties of an absent lightkeeper from the same lightstation, they shall each earn one-half (1/2) day of compensatory leave for each day they are required to perform said additional duties. Compensatory leave credits earned in accordance with this Clause may be liquidated as leave or, at the employee's option, by ~~cash~~ payment.

Appendix G (SC Group)**Article 1 - Interpretations and Definitions**

1.01 For the purpose of this Agreement:

(g) “**compensatory leave**” means leave with pay in lieu of ~~cash~~ payment for overtime, for time worked on a designated paid holiday, or travelling time compensated at the overtime rate. The duration of such leave will be equal to the time compensated or the minimum time entitlement, multiplied by the applicable overtime rate.

Appendix G (SC Group)**Article 2.03 Overtime Compensation**

- 2.03 (f) (i)** Overtime shall be compensated ~~in cash~~, except where the employee requests that it accumulate as compensatory leave.
- (ii)** Compensatory leave shall accumulate at the equivalent ~~cash~~ value for the sub-group and level at which it is earned. Such accumulated compensatory leave shall be held in reserve to be liquidated in leave or ~~cash~~, subject to sub-clause (g), at the request of the employee and at the discretion of the Employer.
- (g)** Compensatory leave standing to the credit of an employee in excess of three hundred (300) hours will normally be paid off ~~in cash~~, or the excess may be granted as leave at the request of the employee and the discretion of the Employer.

Appendix G (SC Group)**Article 3.04 Carry-Over and/or Liquidation of Vacation Leave**

- 3.04 (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 eighty (280) hours for those employees working under Annex B, two hundred and ninety four (294) hours for those employees working under Annex C, three hundred and twenty six decimal two (326.2) hours for those employees working under Annex D; and five hundred and eighty-eight (588) hours for those employees working under Annex E, 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) (iii)** unused vacation leave credits in excess of the employee's accumulated leave maximum shall be automatically paid ~~in-cash~~ at his or her ~~daily~~ rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

Appendix G (SC Group)**Article 14. Standby**

14 (g) Compensation earned pursuant to this article shall be compensated ~~in-cash~~, except where, at the request of the employee and with the approval of the Employer, it will accumulate as compensatory leave.

Appendix G (SC Group)**Article 16. Security Duty**

16 (d) Compensation earned pursuant to this article shall be paid ~~in-cash~~, except where the employee requests it to accumulate as compensatory leave. Compensation earned pursuant to this article that accumulates as compensatory leave is subject to the provisions of subclause 2.03(f)(ii) of this Appendix.

Appendix G (SC Group)

Annex C 42 - Hour Averaging Work System

Article 6.04 Overtime Compensation

6.04(c) All overtime earned, all compensation earned for performing security duty, and all compensation earned for work on a designated paid holiday shall accumulate as compensatory leave.

Compensation earned pursuant to this article that accumulates as compensatory leave is subject to the provisions of 2.03(f)(ii) of this Appendix.

Such accumulated compensatory leave shall be held in reserve to be liquidated in leave or ~~paid cash~~ at the request of the employee and the discretion of the Employer.

Appendix G (SC Group)

Annex D - 46.6 Hour Averaging Work System

Article 7 Hours of Work and Overtime

7.01(f) All overtime earned, all compensation earned for performing security duty, and all compensation earned for work on a designated paid holiday shall accumulate as compensatory leave.

Compensation earned pursuant to this article that accumulates as compensatory leave is subject to the provisions of 2.03(f)(ii) of this Appendix.

Such accumulated compensatory leave shall be held in reserve to be liquidated in leave or ~~paid cash~~ at the request of the employee and the discretion of the Employer.

Appendix G (SC Group)

Annex E - Lay-Day Work System

Article 1 General

- 1(h)(i) It is recognised that lay-days are intended to be taken as time off work with pay. However, in cases of termination of employment or permanent appointment to a position that is not on a vessel operating on the lay-day system, or is not within the same department or region, lay-days shall be paid ~~in-cash~~.
- (ii) Notwithstanding (h)(i), at the request of the employee and with the concurrence of the Employer, lay-days may be converted into

compensatory leave at the ~~cash~~ value equivalent to the lay-day rate of pay.

- (iii) Lay-days that accumulate as compensatory leave are subject to the provisions of 2.03(f)(ii) of this Appendix.
- (iv) 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).

Appendix G (SC Group)

Annex E - Lay-Day Work System

Article 4 Administration

4(c) Lay-days which have been displaced by vacation leave may be paid out at the direction of the Employer. The employee will have the option of converting these days to either ~~payment cash~~ or compensatory leave. When ~~payment cash~~ is chosen by the employee, lay-days so displaced will be paid ~~in-cash~~ at the lay-day rate of pay multiplied by one decimal five (1.5) lay-days displaced by vacation leave will be paid ~~in-cash~~ at the lay-day rate of pay multiplied by two decimal zero (2.0).

Appendix G (SC Group)

Annex E - Lay-Day Work System

Article 6 Designated Holidays

- 6(b) For each designed holiday for which an employee is required to, and does work:
- (i) an employee shall receive, in addition to his regular pay and lay-day factor, the ~~payment cash~~ equivalent to two decimal fifty (2.50) lay-days;
 - (d) At the request of the employee and with the concurrence of the Employer, compensation earned in accordance with paragraphs (a) and (b) above, may be converted into compensatory leave.

Compensation earned pursuant to this Annex that accumulates as compensatory leave is subject to the provisions of 2.03(f)(ii) of this Appendix.

Such accumulated compensatory leave shall be held in reserve to be liquidated in leave or ~~paid cash~~ at the request of the employee and the discretion of the Employer.

Appendix G (SC Group)**Annex E - Lay-Day Work System****Article 10 Hours of Work and Overtime**

10.04 All overtime earned and all compensation earned for performing security duty, shall accumulate as compensatory leave.

Compensation earned pursuant to this Annex that accumulates as compensatory leave is subject to the provisions of 2.03(f)(ii) of this Appendix.

Such accumulated compensatory leave shall be held in reserve to be liquidated in leave or **paid cash** at the request of the employee and the discretion of the Employer.

Appendix G (SC Group)**Annex J – Compensatory Leave**

The Employer also recognizes the desirability of permitting employees to accumulate compensatory leave credits in excess of three hundred (300) hours for purposes such as seasonal lay-up, educational purposes and other reasonable requests. In the event that such an accumulated compensatory leave is not used for the purpose requested it shall be liquidated in **payment cash**.

Appendix I – Workforce Adjustment**Definitions**

Education allowance (*indemnité d'études*)—is one of the options provided to an indeterminate employee affected by normal workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a **lump sum cash** payment equivalent to the transition support measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution and book and mandatory equipment costs, up to a maximum of ten thousand dollars (\$10,000).

Appendix I – Workforce Adjustment**Definitions**

Transition support measure (*mesure de soutien à la transition*)—is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The transition support measure is a **lump sum cash** payment based on the employee's years of continuous employment, as per Annex B.

Appendix I – Workforce Adjustment

Part VI – Options for Employees

Article 6.3 Options

6.3.1(b) Transition support measure (TSM) is a ~~cash~~ payment, based on the employee's years of service in the public service (see Annex B), made to an opting employee. Employees choosing this option must resign but will be considered to be laid-off for purposes of severance pay.

RCMP

In light of section 86 of the *Enhancing the Royal Canadian Mounted Police Accountability Act* - which would deem certain RCMP members to be persons appointed under the *Public Service Employment Act*, on a date to be determined - the Employer may wish to table proposals related to this deeming exercise.