



**EMPLOYER PROPOSALS**  
**FOR THE**  
**TECHNICAL SERVICES (TC) GROUP**

**NEGOTIATIONS FOR THE RENEWAL**  
**OF THE COLLECTIVE AGREEMENT**  
**EXPIRING ON JUNE 21, 2014**

July 8, 2014

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## INTRODUCTION

The Employer's objective for this round of bargaining is 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 negotiation of a collective agreement covering employees who are members of the Technical Services bargaining unit. The Employer reserves the right to present other proposals in negotiations as well as counter-proposals with respect to the bargaining agent's demands.

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

Throughout this document, proposed changes are highlighted in **bold font**. Where deletions are proposed, the words have a strikethrough "~~—~~".

**GENERAL**

The Employer proposes to:

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

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**ARTICLE 2**  
**INTERPRETATION AND DEFINITIONS**

**2.01** For the purpose of this Agreement:

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

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

**ARTICLE 10**  
**INFORMATION**

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

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

**ARTICLE 17****DISCIPLINE**

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

**ARTICLE 25**  
**HOURS OF WORK**

**25.10 Notice of Change of Schedule for Shift Workers**

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



**ARTICLE 28**  
**OVERTIME**

**28.02**

- (a) Overtime shall be compensated ~~in cash~~ except that, upon request of an employee and with the approval of the Employer, or at the request of the Employer and with the concurrence of the employee, overtime may be compensated in equivalent leave with pay.
- (b) The Employer shall endeavour to make ~~cash~~ **the** payment for overtime ~~in the pay period following that in which the credits were earned~~ **by the sixth (6<sup>th</sup>) week after which the employee submits the request for payment.**
- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (d) Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid ~~for in cash~~ at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.

**ARTICLE 28**  
**OVERTIME**

**28.05**

- (c) When an employee is required to report for work and reports under the conditions described in (a) or (b) above, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
- (i) ~~mileage allowance at the~~ **kilometric** rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of the employee's own automobile,

or

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

**Move current 28.11 to Article 29 – Call-Back Pay**

**ARTICLE 29**  
**CALL-BACK PAY**

**Alternate Provisions**

Clauses 29.01, 29.02 and **29.03** do not apply to employees covered by 29.034.

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

- (a) on a designated paid holiday which is not the employee's scheduled day of work,  
or
- (b) on the employee's day of rest,  
or
- (c) after the employee has completed his or her work for the day and has left his or her place of work, and returns to work, the employee shall be paid the greater of:
  - (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8)-hour period. Such maximum shall include any reporting pay pursuant to clause 32.06 and the relevant reporting pay provisions,  
or
  - (ii) compensation at the applicable rate of overtime compensation for time worked,

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

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

**(previously clause 28.11)**

**~~28.11~~29.02** An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

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

or

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

**29.02 29.03** Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

**29.03 29.04** This Article does not apply where an employee who has accommodation on board a vessel and:

- (a) is not in his or her home port, reports for sailing in accordance with posted sailing orders or as otherwise required by the Master;

or

- (b) is on the Employer's premises at the time of notification of the requirement to work overtime.

#### **Compensation ~~in Cash~~ or Leave With Pay**

##### **29.04 29.05**

- (a) Compensation earned under this Article shall be compensated ~~in cash~~ except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, overtime may be compensated in equivalent leave with pay.
- (b) The Employer shall endeavour to make ~~cash~~ the payment for overtime ~~in the pay period following that in which the credits were earned~~ **by the sixth (6<sup>th</sup>) week after which the employee submits the request for payment.**
- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (d) Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid ~~for in cash~~ at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.

**ARTICLE 30**  
**STANDBY**

**30.06**

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

**ARTICLE 31**  
**REPORTING PAY**

**31.01**

- (a) When an employee is required to report and reports to work on the employee's day of rest, the employee ~~is entitled to a minimum of three (3) hours' pay at the applicable overtime rate of pay~~ shall be paid the greater of:
- i) compensation at the applicable overtime rate**
  - or**
  - ii) compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting, to a maximum of eight (8) hours' compensation in an eight (8) hour period;**
- (b) The minimum payment referred to **in subparagraph (a)(ii)** ~~in (a)~~, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 63.05.

**ARTICLE 31**  
**REPORTING PAY**

**31.02**

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

- (a) ~~mileage allowance~~ at the **kilometric** rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of the employee's own automobile,

or

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

**ARTICLE 31**  
**REPORTING PAY**

**31.06**

- (a) Payments referred to in clause 31.01 shall be compensated ~~in cash~~ except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, the payment may be compensated in equivalent leave with pay.
- (b) Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid ~~for in cash~~ at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.



**ARTICLE 32**  
**DESIGNATED PAID HOLIDAYS**

**New 32.02**

**32.02**

**For greater certainty, employees who do not work on a Designated Paid Holiday are entitled to seven decimal five (7.5) hours' pay at the straight-time rate.**

Renumbering the remaining articles

**ARTICLE 32**  
**DESIGNATED PAID HOLIDAYS**

**32.06** When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:

(a) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period;

or

(b) compensation in accordance with the provisions of clause 32.05.

(c) **The minimum payment referred to in (a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 63.09.**

**ARTICLE 32**  
**DESIGNATED PAID HOLIDAYS**

~~**32.08**—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.~~

**ARTICLE 32**  
**DESIGNATED PAID HOLIDAYS**

**32.10**

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

**ARTICLE 34**  
**TRAVELLING TIME**

- 34.04** If an employee is required to travel as set forth in clauses 34.02 and 34.03:
- (a) on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
  - (b) on a normal working day on which the employee travels and works, the employee shall be paid:
    - (i) his or her regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours,  
  
and
    - (ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours pay at the straight-time rate of pay.
  - (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours pay at the straight-time rate of pay.
  - (d) **for the purpose of clauses 34.04 (b) and (c), should a period of work and travel continue into the next day, the employee's total travel period will be deemed to have taken place on the day it started.**

**ARTICLE 34**  
**TRAVELLING TIME**

**34.07**

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

## **FURLOUGH LEAVE**

*Employer would like to discuss the discontinuance of the requirement of furlough leave in the agreement.*

### References

37.06

38.05

38.08 (b)

38.09

38.12

38.14

38.15

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

**Entitlement to Vacation Leave With Pay**

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



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

**Scheduling of Vacation Leave With Pay**

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

- ~~(a) — to grant the employee his or her vacation leave during the fiscal year in which it is earned, if so requested by the employee not later than June 1;~~
- ~~(b) — to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by the employee in the current year;~~
- ~~(c) — to ensure that approval of an employee's request for vacation leave is not unreasonably denied;~~
- ~~(d) — to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee.~~

**38.04**

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

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

**38.05** 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.

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

**38.07 Carry-Over and/or Liquidation of Vacation Leave**

- (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and ~~sixty-two decimal~~ **twenty-five (262.5-225)** hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and ~~sixty-two decimal~~ **twenty-five (262.5 225)** hours shall be automatically paid ~~in-cash~~ at his or her ~~daily~~ rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.
- (b)
- (i) Notwithstanding paragraph (a), if on November 19, 2001 or on the date an employee becomes subject to this Agreement, he or she has more than two hundred and ~~sixty-two decimal~~ **twenty-five (225 262.5)** hours of unused vacation leave credits earned during previous years, this number of unused vacation leave credits shall become the employee's accumulated leave maximum.
- (ii) Unused vacation leave credits equivalent to the employee's accumulated leave maximum shall be carried over into the following vacation year.
- (iii) Unused vacation leave credits in excess of the employee's accumulated leave maximum shall be automatically paid ~~in-cash~~ at his or her ~~daily~~ rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

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

**38.07 Carry-Over and/or Liquidation of Vacation Leave**

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

Former clause 38.13

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

**Advance Payments**

~~**38.11**—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.~~

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

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

*The Employer wishes to move provision 38.13 to article 38.07 (e)*

~~**38.13** During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31 of the previous vacation year.~~

**38.15 Appointment from a Separate Agency**

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

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

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

**45.02** **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 Article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the public service;
- (d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.



**ARTICLE 52**  
**COURT LEAVE**

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

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

**ARTICLE 57**  
**STATEMENT OF DUTIES**

**57.01** 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 64**  
**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 65**  
**PAY ADMINISTRATION**

*The Employer wishes to discuss retroactivity.*

**ARTICLE 65**  
**PAY ADMINISTRATION**

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

**ARTICLE 68**  
**DURATION**

**68.01** The duration of this Collective Agreement shall be from the date it is signed to June 21, ~~2014~~ **2018**.

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

**68.03** 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 S)*

**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.*

**APPENDIX A**  
**ANNUAL RATES OF PAY**

All rates of pay

- |    |                         |               |
|----|-------------------------|---------------|
| A) | Effective June 22, 2014 | 0.5% increase |
| B) | Effective June 22, 2015 | 0.5% increase |
| C) | Effective June 22, 2016 | 0.5% increase |
| D) | Effective June 22, 2017 | 0.5% increase |

**APPENDIX A**  
**EG – ENGINEERING AND SCIENTIFIC SUPPORT GROUP**  
**ANNUAL RATES OF PAY**  
**FOR SALARY PROTECTED EMPLOYEES**

*The Employer wishes to discuss.*



**APPENDIX A**  
**GT – GENERAL TECHNICAL GROUP**

**GENERAL TECHNICAL GROUP**

**PAY NOTES**

**Pay increment for full-time and part-time employees**

1. The pay increment period for indeterminate employees at levels GT-1 to GT-8 is the anniversary date of such appointment. A pay increment shall be to the next rate in the scale of rates.
2. The pay increment period for term employees at levels GT-1 to GT-8 is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
3. An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, “cumulative” means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.
- ~~4. If an employee dies, the salary due to the employee on the last working day preceding the employee’s death, shall continue to accrue to the end of the month in which the employee dies. Salary so accrued which has not been paid to the employee as at the date of the employee’s death shall be paid to the employee’s estate.~~
- ~~5. When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the employee’s period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis, or for a period of two (2) or more months prior to the period of leave.~~

**APPENDIX A**  
**TI – TECHNICAL INSPECTION GROUP**

**TECHNICAL INSPECTION GROUP**

**PAY NOTES**

**Pay increment for full-time and part-time employees**

1. The pay increment period for indeterminate employees at levels TI-1 to TI-8 is the anniversary date of such appointment. A pay increment shall be to the next rate in the scale of rates.
2. The pay increment period for term employees at levels TI-1 to TI-8 is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
3. An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, “cumulative” means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.
- ~~4. If an employee dies, the salary due to the employee on the last working day preceding the employee’s death, shall continue to accrue to the end of the month in which the employee dies. Salary so accrued which has not been paid to the employee as at the date of the employee’s death shall be paid to the employee’s estate.~~
- ~~5. When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the employee’s period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis, or for a period of two (2) or more months prior to the period of leave.~~

**Pay Notes (CBSA Employees)**

1. ~~Effective on the date of transfer or appointment to the Canada Border Services Agency (CBSA), the employee's new rate of pay shall be the step in the applicable line of the new salary grid which is closest to, but not less than the rate of pay received on that day.~~
2. ~~Should the employee's salary exceed the maximum of the range for his or 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.~~
3. ~~Effective June 22, 2011, should the employee's salary be within the new salary band in the A line, the employee's new rate of pay shall be the step in the A 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 one decimal seven five per cent (1.75%) and the actual salary increase, to be paid bi-weekly.~~
4. ~~Effective June 22, 2011, employees subject to paragraph 2 shall receive a lump sum payment in an annualized amount equivalent to one decimal seven five per cent (1.75%) of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.~~
5. ~~Effective June 22, 2012, 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 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 one decimal five per cent (1.5%) and the actual salary increase, to be paid bi-weekly.~~
6. ~~Effective June 22, 2012, employees subject to paragraph 2 shall receive a lump sum payment in an annualized amount equivalent to one decimal five per cent (1.5%) of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.~~
7. ~~Effective June 22, 2013, should the employee's salary be within the new salary band in the C line, the employee's new rate of pay shall be the step 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 payment in an annualized amount equivalent to the difference between the value of the economic increase two decimal zero per cent (2.0%) and the actual salary increase, to be paid bi-weekly.~~

8. ~~Effective June 22, 2013, employees subject to paragraph 2 shall receive a lump-sum payment in an annualized amount equivalent to two decimal zero per cent (2.0%) of the employee's rate of pay, to be paid bi weekly, in lieu of the economic increase.~~

**APPENDIX A-1**  
**TI - TECHNICAL INSPECTION GROUP**  
**ANNUAL RATES OF PAY**  
**AVIATION, MARINE, RAILWAY SAFETY**

**PAY NOTES**

1. Employees in Transport Canada, Transportation Safety Board, Public Works and Government Services Canada, Fisheries and Oceans Canada and Canadian Coast Guard who are incumbents at the TI-5 through TI-8 levels in the following positions and who possess the listed qualifications shall be remunerated as per the above rates of pay.

**AVIATION**

2. Air investigators, civil aviation safety inspectors and aircraft inspectors who have **extensive acceptable** aircraft maintenance engineering experience and who possess a valid Aircraft Maintenance Engineer licence.
3. Civil aviation safety inspectors holding a university degree, college certificate or a current membership in the American Society for Quality Control, **and** who have six (6) or more years of industry experience in the performance or supervision of aeronautical product manufacturing processes. Non-destructive specialist having ten (10) years in the field of non-destructive testing, preferably with an aircraft background and a C.G.S.B certification covering Radiography (Aircraft Structures), Magnetic Particle, Liquid Penetrant and Eddy Current inspection are also employed.

**MARINE**

4. marine inspectors, surveyors, investigators and DFO-CCG Vessel Support Group employees who have knowledge of and extensive experience in the design, construction, operation or maintenance of vessels as demonstrated by possession of the appropriate marine certificate of competency, or university degree/**college diploma from a recognized institution** combined with **extensive-acceptable** experience **in the design, construction, operation or maintenance of vessels in the field;**

**RAILWAY SAFETY**

5. rail investigators and inspectors with qualifications in at least one of the following disciplines: locomotive engineer, conductor, brake person, track specialist, rail traffic controller/dispatcher, equipment/car/locomotive inspector, mechanical officer, signal maintainer and operations officer, and with **extensive acceptable** operational experience in the railway industry. ~~or CANAC/FRA certification.~~

6. Notwithstanding any of the above provisions, an employee in the Technical Inspection Group who was in receipt of the terminable allowance at Appendix P on the day prior to the official date of signing of this collective agreement, shall be subject to the rates of pay at Appendix A-1 until such time as the employee has vacated his or her substantive position.

#### **Pay Increment for Full-time and Part-time Employees**

1. The pay increment period for indeterminate employees at levels TI-5 to TI-8 is the anniversary date of such appointment. A pay increment shall be to the next rate in the scale of rates.
2. The pay increment period for term employees at levels TI-5 to TI-8 is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
3. An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, “cumulative” means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.
- ~~4. If an employee dies, the salary due to the employee on the last working day preceding the employee’s death, shall continue to accrue to the end of the month in which the employee dies. Salary so accrued which has not been paid to the employee as at the date of the employee’s death shall be paid to the employee’s estate.~~
- ~~5. When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the employee’s period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis, or for a period of two (2) or more months prior to the period of leave.~~

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

2.06

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

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

The Employer and the Public Service Alliance of Canada agree, for the term of this Collective Agreement, that Fishery Officers working on **mid-shore/off-shore** surveillance and employed with the Department of Fisheries and Oceans will work an average of nine decimal five (9.5) hours per day while in a surveillance mode.

**For the purposes of this Memorandum the following definitions apply:**

**Fishery Officer Categories:**

**Category 1 : Fishery Officers who are assigned full time to an offshore surveillance unit.**

**Category 2: Fishery Officers who may occasionally be assigned to mid-shore or off-shore surveillance.**

**Mid-Shore Area - Generally refers to the ocean area between 24 and 120 nautical miles from the coastline.**

**Off-Shore Area - Generally refers to the ocean area extending beyond 120 nautical miles from the coastline (including the ocean outside of Canada's Exclusive Economic Zone).**

**Mid-Shore/Off-shore Surveillance: Fisheries enforcement and/or monitoring-control-surveillance (MCS) activities conducted from specific surveillance platforms (aircraft and vessels) as defined below.**

**Aircraft: A fixed wing aircraft designed and/or modified and crewed for the primary purpose of carrying out surveillance or intelligence gathering activities.**

**Vessel: A vessel that is designed, equipped and crewed in a manner that would permit surveillance operations to be conducted at-sea for an extended period of time (if required) without returning to port.**

Surveillance mode ~~is defined as the:~~ **The period between the time at which a Fishery Officer on **mid-shore/off-shore** surveillance reports to his or her surveillance duty station and the time at which the Fishery Officer leaves his or her surveillance duty station **at the end of the patrol.** Mid-shore/Off-shore surveillance may be conducted by vessel or**



aircraft (as defined above). In the case of patrol vessels, to be considered for surveillance mode, the vessel must have watch-keeping capability and be at-sea for 2 or more consecutive days (or parts thereof). Surveillance mode may be terminated due to delays in departure or early return.

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

## **SURVEILLANCE MODE**

### **Category 1 Fishery Officers:**

**While in surveillance mode** the normal overtime provisions of the Collective Agreement will apply to these Officers with the following exceptions:

- (a)
  - (i) Employees shall receive thirty-seven decimal five (37.5) hours pay at the straight-time rate per week while in a surveillance mode. All overtime earned and all compensation earned for work on a designated holiday shall accumulate as compensatory leave. The compensatory leave earned while in a surveillance mode shall be liquidated immediately after their return from surveillance mode unless management deems this impractical due to operational requirements.
  - (ii) Seventy-five (75) hours of compensatory leave shall be held in a bank to ensure that if an officer is unable to make a scheduled trip and there is no other work available, the officer is eligible to request compensatory leave from his or her seventy-five (75) hour bank.
  - (iii) At the request of an employee and with the approval of the Employer, **or at the request of the Employer and the concurrence of the employee**, at any time during the fiscal year, the Employer may pay the requested compensatory leave in excess of ~~one hundred and fifty~~ **seventy-five (75) hours** ~~in cash~~ at the straight-time rate of pay in effect on the day on which compensatory leave is granted.
  - (iv) At the end of each fiscal year, all unliquidated compensatory leave in excess of seventy-five (75) hours shall be paid ~~in cash~~ at the straight-time rate of pay in effect on the day on which compensatory leave is granted.
- (b) In addition, if the vessel or aircraft does not depart as scheduled on a designated paid holiday or a day of rest, the reporting pay article of the Collective Agreement shall apply.
- (c) For the purpose of accumulation of paid leave and severance pay, time spent by employees in surveillance mode shall be deemed to be seven decimal five (7.5) hours per day and/or thirty-seven decimal five (37.5) hours per week, as applicable.

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

### **Category 2 Fishery Officers:**

**While in surveillance mode the normal overtime provisions of the Collective Agreement will apply to these Officers with the following exceptions:**

- (a)
- (i) **Employees shall receive thirty-seven decimal five (37.5) hours pay at the straight-time rate per week while in a surveillance mode. All overtime earned and all compensation earned for work on a designated holiday shall accumulate as compensatory leave. The compensatory leave earned while in a surveillance mode shall be liquidated immediately after their return from surveillance mode unless management deems this impractical due to operational requirements.**
  - (ii) **At the request of an employee and with the approval of the Employer, or at the request of the Employer and with the concurrence of the employee, at any time during the fiscal year, the Employer may pay the requested compensatory leave ~~in cash~~ at the straight-time rate of pay in effect on the day on which compensatory leave is granted.**
  - (iii) **At the end of each fiscal year, all unliquidated compensatory leave shall be paid ~~in cash~~ at the straight-time rate of pay in effect on the day on which compensatory leave is granted.**

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

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

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

### **Arrest Mode**

In arrest mode, the overtime provisions of 28.01(a) and (b) will apply. In calculating the entitlement, all hours for that day will be a combination of hours in surveillance mode, nine decimal five (9.5) hours and arrest mode (all remaining hours).

For the purposes of calculating the rate of pay while in arrest mode, the regular nine decimal five (9.5) hour day shall be deemed to have begun at 08:00 hours and would normally have ceased at 18:00 hours (with one-half (1/2) hour for lunch). As such, where an arrest mode is authorized after 18:00 hours, the officer would be compensated at time and one-half (1 1/2) his or her straight-time rate at the beginning of the arrest mode.

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

### **Collective Agreement Exclusions**

~~Officers~~ While in a surveillance mode or arrest mode, **Fishery Officers** shall be excluded from the following provisions of this Collective Agreement:

Hours of Work Article

Overtime clauses 28.02, 28.04, 28.06, 28.07, 28.08

Travelling Time Article

Shift Premiums Article

Call-back Pay Article

Standby Article

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

It is agreed that representatives of local management and duly authorized local representatives of employees may jointly devise and decide on a mutually acceptable work schedule program, which shall include a specified number of consecutive calendar days of work in the field followed by a combination of days of rest and compensatory leave earned during the period of field duty. The schedule will not contain the hours of work on each day and the starting and quitting times shall be determined according to operational requirements on a daily basis except that the normal daily hours of work shall be consecutive, with the exception of a lunch break, and not in excess of seven decimal five (7.5) hours and, accordingly, clause ~~25.08~~ **25.10** shall not apply.

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

3. Upon the request of an employee and with the approval of the Employer, **or at the request of the Employer and the concurrence of the employee**, the employee may be compensated in equivalent leave with pay.

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

**25.05**

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

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

**APPENDIX N**  
**MEMORANDUM OF AGREEMENT**  
**RESPECTING**  
**SESSIONAL LEAVE FOR CERTAIN EMPLOYEES**  
**OF THE TRANSLATION BUREAU**

*The Employer wishes to discuss.*



**APPENDIX P**  
**MEMORANDUM OF AGREEMENT**  
**IN RESPECT OF**  
**EMPLOYEES IN THE**  
**TECHNICAL INSPECTION (TI) GROUP**

2. Employees in Transport Canada, Transport Safety Board, Public Works and Government Services Canada, Fisheries and Oceans Canada and Canadian Coast Guard who are incumbents at the TI-5 through TI-8 levels in the following positions and who possess the listed qualifications shall be entitled to Terminable Allowances as listed below:
- marine inspectors, surveyors, investigators and DFO-CCG Vessel Support Group employees who have knowledge of and extensive experience in the design, construction, operation or maintenance of vessels as demonstrated by possession of the appropriate marine certificate of competency, or university degree/**college diploma from a recognized institution** combined with ~~extensive~~ **acceptable** experience **in the design, construction, operation or maintenance of vessels in the field**;
  - air investigators, civil aviation safety inspectors and aircraft inspectors who have ~~extensive~~ **acceptable** aircraft maintenance engineering experience and who possess a valid Aircraft Maintenance Engineer licence;
  - civil aviation safety inspectors holding a university degree, college certificate or a current membership in the American Society for Quality Control, **and** who have six (6) or more years of industry experience in the performance or supervision of aeronautical product manufacturing processes. Non-destructive specialist having ten (10) years in the field of non-destructive testing, preferably with an aircraft background and a C.G.S.B certification covering Radiography (Aircraft Structures), Magnetic Particle, Liquid Penetrant and Eddy Current inspection are also employed;
  - rail investigators and inspectors with qualifications in at least one of the following disciplines: locomotive engineer, conductor, brake person, track specialist, rail traffic controller/dispatcher, equipment/car/locomotive inspector, mechanical officer, signal maintainer and operations officer, and with ~~extensive~~ **acceptable** operational experience in the railway industry. ~~or CANAC/FRA certification.~~

**APPENDIX R**  
**SPECIAL CONDITIONS APPLICABLE TO CERTAIN**  
**AIRCRAFT MAINTENANCE ENGINEERS**

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

1. When Aircraft Services Directorate helicopter aircraft maintenance engineers are performing their duties while assigned to shipboard or special assignment,
  - (f) If any such leave cannot be liquidated by the end of the fiscal year, then payment ~~in cash~~ will be made at the employee's then current rate of pay.
  
3. Aircraft maintenance engineers in the EG Group whose normal workplace is Transport Canada, Aircraft Services Directorate, or any of the Canadian Coast Guard helicopter bases, who are assigned to work as crewperson in support of an aircraft that has departed its main base, on the Administrative Flight Service, the National Aerial Surveillance Program aircraft or on Canadian Coast Guard helicopters and who are not in receipt of the Shipboard or special assignment allowance under paragraph 1(b) above, will be compensated for a minimum of eight (8) hours at their straight-time rate of pay for each day of rest or designated paid holiday while they are on duty away from their headquarters area. Upon request **by the employee** and with the approval of the Employer, **or at the request of the Employer and the concurrence of the employee**, such time may be granted as compensatory leave at times mutually acceptable to the employee and the Employer. If any such leave cannot be liquidated by the end of the fiscal year, then payment ~~in cash~~ will be made at the employee's then current rate of pay.

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

*The Employer wishes to move this provision to article 68 - Duration.*

**APPENDIX T**  
**WORK FORCE ADJUSTMENT**

*The Employer wishes to discuss.*

**APPENDIX T**  
**WORK FORCE ADJUSTMENT**

**Part V**  
**Salary protection**

**5.1 Lower-level position**

**5.1.1** Surplus employees and laid-off persons appointed to a lower-level position under this Appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this Agreement or, in the absence of such provisions, the appropriate provisions of the ~~Regulations Respecting Pay on Reclassification or Conversion~~ **Directive on Terms and Conditions of Employment**.

*References to 'cash' payment*

**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 **cash lump sum** 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).

**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 **cash lump sum** payment based on the employee's years of continuous employment, as per Annex B.

**6.3 Options**

**6.3.1** Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of options below:

- (b) Transition support measure (TSM) is a **cash lump sum** 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.

**APPENDIX U**  
**MEMORANDUM OF UNDERSTANDING**  
**SALARY PROTECTION - RED CIRCLING**

*The Employer wishes to discuss.*

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.