



**EMPLOYER PROPOSALS
FOR THE
OPERATIONAL SERVICES (SV) GROUP**

**NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON AUGUST 4, 2021**

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INTRODUCTION

With consideration to the safety and security of Canadians, as well as supporting the continuous improvement of service to Canadians, the Employer's negotiation objectives for this round of bargaining are to:

- preserve and enhance management authorities to continue to effectively and efficiently meet operational requirements;
- enhance flexibilities with regards to hours of work provisions;
- support pay administration simplification; and
- address departmental operating priorities.

The Government of Canada is committed to reaching a collective agreement that is fair to employees, mindful of economic and fiscal context and reasonable for Canadians.

Without prejudice, attached are the Employer initial non-monetary proposals for the negotiation of a single 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 also proposes that articles of the agreement which are not modified, deleted or ultimately dealt with by the parties as proposals shall be renewed with only appropriate editorial modification to ensure compatibility with other articles as finally agreed. Those provisions or Memoranda of Understanding that have expired or are set to expire upon the signing of a new collective agreement shall not be renewed.

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

The Employer reserves the right to discuss rates of pay and pay notes at a later time during the negotiation process.

ADMINISTRATIVE CHANGES

The Employer proposes to delete reference to “each week” in the provisions on maternity and parental allowances in the English version of the collective agreement as it relates to Employment Insurance benefits.

Article 41: maternity leave without pay

41.02 Maternity allowance

- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for ~~each week of~~ the waiting period, less any other monies earned during this period,
(...)
 - iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of her weekly rate of pay ~~for each week~~, less any other monies earned during this period.

Article 43: parental leave without pay

43.02 Parental allowance

Option 1 – Standard parental allowance

- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee on parental leave without pay as described in subparagraphs 43.01(a)(i) and (b)(i) has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of

pay (and the recruitment and retention “terminable allowance” if applicable) for ~~each week of~~ the waiting period, less any other monies earned during this period;

(...)

- v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week at ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) ~~for each week~~, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 41.02(c)(iii) for the same child;
- vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) ~~for each week~~, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 41.02(c)(iii) and 43.02(c)(v) for the same child;

Option 2 – Extended parental allowance

- 1. Parental allowance payments made in accordance with the SUB Plan will consist of the following:

(...)

- iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable), ~~for each week~~, less any other monies earned during this period, unless said employee has already

received the one (1) week of allowance contained in subparagraph 41.02(c)(iii) for the same child.

- iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) ~~for each week~~, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 41.02(c)(iii) for the same child;

Prime de surveillance – various articles

The Employer proposes to replace references to “prime de surveillant” with “prime de surveillance” in the French version of the collective agreement (Supervisory differential).

See French version of Employer proposal for proposed changes.

Appendix “B” General Labour and Trades Group

The Employer proposes to replace incorrect references to clause “2.07” with the correct reference of “1.07” in the collective agreement

Hours of work and overtime

1.04 An employee whose scheduled hours of work are changed without seven (7) days 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 ~~2.071.07~~.

(...)

1.07 Reporting pay

- c) An employee who reports for overtime work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the applicable overtime rate, whichever is the greater. This clause shall only be applicable to employees who are notified of the overtime work requirement prior to completing their last scheduled shift.
- d) An employee who reports for work on the employee's scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight time, whichever is the greater.
- e) The minimum payments to which are referred in ~~2.071.07~~ (a) and (b) above, do not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with Article 65.

Appendix "G", Ship's Crew

Annex "D": 46.6 hour averaging work system

The Employer proposes to replace reference to Class 400 vessels with current types: Cape Class, Arun Class, and Bay Class vessels.

1. General

~~Class 400~~ **Cape Class, Arun Class, and Bay Class** vessels will operate under this work system and shall not be placed under another work system except by mutual agreement between the parties.

Appendice “G”, Équipages de navires

Annex « G » : Indemnités spéciales, indemnité pour abordage armé

The Employer wishes to delete erroneous duplication of language in the French version of the collective agreement.

See French version of Employer proposal for proposed changes.

VARIOUS ARTICLES
NOTICE PERIOD FOR CHANGING SCHEDULED SHIFTS

The Employer wishes to reduce the notification period for changing shifts.

Appendix “A” Firefighters

General

2.05

a. The Employer shall post a duty roster in each Fire Hall eight (8) days 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** ~~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 and Trades

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 “C” General Services

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.

Appendix “D” Heating, Power and Stationary Plant

General

3.04

- 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

Hours of work

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 “G” Ships’ Crews
Annex “E” Lay-day Work System**

1. General

- 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.

VARIOUS ARTICLES

HOURS OF WORK – ENHANCED FLEXIBILITY

In the interest of supporting the continuous improvement of service to Canadians, the Employer wishes to discuss options to explore enhanced flexibilities with regards to the hours of work provisions, which may require consequential changes on other provisions, such as but not limited to overtime, call back, shift work, standby and travelling time.

VARIOUS ARTICLES
SHIFT AND WEEKEND PREMIUMS

Article 27: shift and weekend premiums

Exclusions

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

Clause 27.01, Shift premium, does not apply to employees working hours of work not defined as a shift, covered by clause 25.02, Article 28 or clauses 1.02 and 1.03 of Appendix B; clauses 2.01 and 2.02 of Appendix C, clauses 2.03 and 2.04 of Appendix D, clauses 1.01 and 1.02 of Appendix E, and clause 1.01 of Appendix H.

27.02 Weekend premium

- a. An employee working during the weekend will receive an additional premium of two dollars (\$2.00) per hour, ~~including overtime hours~~, for all **regularly scheduled** hours worked on Saturday or Sunday.

Appendix “B” General Labour and Trade

Annex “E”: special conditions applicable to Lockmasters, Bridgemasters and Canal Operators

11. Shift and weekend premiums

- b. Weekend premium

An employee working on shifts during the weekend will receive an additional premium of two dollars (\$2.00) per hour for all **regularly scheduled** hours worked, ~~including overtime hours~~, on Saturday or Sunday.

VARIOUS ARTICLES

EXTRA DUTY WORK PERFORMED FROM A REMOTE LOCATION

The Employer is proposing the following modifications to the overtime, call-back, standby, designated paid holiday, reporting pay provisions in the collective agreement to distinguish between physically reporting to the workplace versus working remotely at one's residence or at another place to which the Employer has agreed.

This applies to the provisions that follow.

**VARIOUS
OVERTIME**

Note: also includes proposed changes regarding second day of rest.

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

- a. on a scheduled day of work or a first (1st) day of rest, after a period of overtime equal to the normal daily hours of work specified in the Group Specific Appendix;
and
- b. on a second (2nd) or subsequent day of rest, provided the days of rest are consecutive, except that they may be separated by a designated paid holiday, **and provided that the employee also worked on the first day of rest;**
and
- c. where an employee is entitled to double (2) time in accordance with paragraphs (a) or (b) above and has worked a period of overtime equal to the normal daily hours of work specified in the Group Specific Appendix, the employee shall continue to be compensated at double (2) time for all hours worked until he or she is given a period of rest of at least eight (8) consecutive hours.
- d. **An employee who is required to work on a day of rest, 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 for the time actually worked at the applicable overtime rate.**

29.09 Overtime meal allowance

(...)

- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of twelve dollars (\$12) after each four (4) hour period, except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- c. This clause shall not apply:
 - i. to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals;
 - or**
 - ii. **to an employee who has obtained authorization to work at the employee's residence or at another place to which the Employer agrees.**

Appendix "A" Firefighters Group, specific provisions and rates of pay

2.09 Subject to clause 2.10, an employee is entitled to double (2) time compensation for each hour of overtime worked by the employee on the employee's second (2nd) or subsequent day of rest, provided the days of rest are consecutive and contiguous **and that the employee also worked on the first day of rest;**

Appendix "C" General Services Group specific provisions and rates of pay

2.05 Overtime compensation

Subject to clause 2.06, overtime shall be compensated for at the following rates:

- a. time and one half (1 1/2), except as provided for in subclause 2.05(b);
- b. double (2) time:

- i. for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period or after eight (8) hours' work on the employee's first (1st) day of rest, and
- ii. for all hours worked on the second (2nd) or subsequent day of rest **provided that the employee also worked on the first day of rest.** Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday;

Appendix "E" Hospital Services Group specific provisions and rates of pay

Overtime

Overtime compensation

2.01

- a. If an employee is given instructions before the mid-point of his or her shift, that he or she will be required to work overtime on that day at a time which is not contiguous to his or her work period, the employee shall be paid for the time actually worked or a minimum of two (2) hours' pay at the employee's hourly rate of pay, whichever is greater **if the employee has to physically report to the workplace.**
- b. If an employee is given instructions after the mid-point of his or her shift, that he or she will be required to work overtime on that day at a time which is not contiguous to his or her work period, the employee shall be paid for the time actually worked or a minimum of three (3) hours' pay at the employee's hourly rate of pay, whichever is the greater **if the employee has to physically report to the workplace.**
- c. **If an employee is required to work under the conditions described in (a) or (b), and is given authorization to work said overtime at the employee's residence or at another place to which the Employer agrees, the employee shall be paid for the time actually worked at the applicable overtime rate.**

Appendix “G” Ships’ Crews specific provisions and rates of pay, general

2.03 Overtime compensation

- a. An employee performing overtime work which ceases before the expiration of one (1) hour shall nevertheless be credited with one (1) hour’s overtime.
- b. After the first (1st) hour of overtime, each further period of one half (1/2) hour shall entitle the employee to one half (1/2) the applicable hourly overtime rate.
- c. Subject to paragraph (d) an employee shall be entitled to compensation at time and one half (1 1/2) for overtime worked by the employee.
- d. An employee shall be entitled to compensation at double (2) time:
 - i. for work performed following eight (8) hours of overtime worked in excess of the employee’s normal daily hours of work;
 - ii. for overtime worked on the employee’s days of rest in excess of the employee’s normal daily hours of work;
 - iii. for all overtime worked by an employee on the employee’s second or subsequent days of rest, provided the days of rest are consecutive and **that the employee also worked on the first day of rest.**

except:

with respect to Annex C: 42 hour averaging, Annex D: forty-six decimal six (46.6) hour averaging, and Annex E: lay-day.

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 **and physically reports to the workplace:**

- 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 **physically** left his or her place of work and **physically** returns to **the workplace, provided that the period worked by the employee is not contiguous to the employee's normal hours of 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~~ **which shall apply only the first time an employee performs work during an eight (8) hour period 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 65.06.

30.02 Call-back worked from a remote location

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 for the time actually worked at the applicable overtime rate.

~~30.02~~ **30.03 Compensatory leave**

Compensation earned under this article shall be compensated in accordance with Article 68.

ARTICLE 31
STANDBY

Exclusions

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

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

31.02

- a. An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible, if called.
- b. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- c. No standby payment shall be granted if an employee is unable to report for duty when required.
- d. An employee on standby who is required to report for work and reports shall be compensated in accordance with ~~Article clause 30.01~~ or the reporting pay provisions found in the relevant Group Specific Appendix, and is also eligible for reimbursement of transportation expenses in accordance with Article 35.

ARTICLE 32
DESIGNATED PAID HOLIDAY

Excluded provisions

The remainder of this article does not apply to employees in the FR group whose hours of work are scheduled according to Appendix A, paragraph 2.01.

32.08 Reporting for work on a designated holiday

- a. When an employee is required to **physically** report ~~for to the~~ **workplace** and reports on a designated holiday, the employee shall be paid the greater of:
 - i. compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay ~~for each reporting, which shall apply only the first time an employee performs work during an eight (8) hour period to a maximum of eight (8) hours' compensation in an eight (8) hour period,;~~ such maximum shall include any reporting pay pursuant to Article 30;

or

 - ii. compensation in accordance with the provisions of clause 32.07.
- b. The minimum payment referred to in subparagraph (a)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 65.08 of this agreement.
- c. **An employee who is required to work on a designated holiday, 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 for the time actually worked at the applicable overtime rate.**

VARIOUS REPORTING PAY

Appendix “A” Firefighters

Reporting pay

4.01

- a. When an employee is required to **physically** report and **physically** reports to ~~work~~ **the workplace** on a day of rest the employee is entitled to a minimum of three (3) hours’ pay at the applicable overtime rate.
- b. The minimum payment referred to in 4.01(a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with Article 65.05.
- c. **An employee who is required to work on a day of rest, 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 for the time actually worked at the applicable overtime rate.**

4.02

- a. When an employee is required to **physically** report and reports to ~~work~~ **to the workplace** after the employee has completed the employee’s work for the day and has left the place of work the employee is entitled to a minimum of two (2) hours’ pay at the hourly rate of pay.
- b. **An employee who is required to work after the employee has completed the employee’s work for the day and has left the place 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 for time actually worked at the applicable overtime rate.**

Appendix “B” General Labour and Trades

1.07 Reporting pay

- a. An employee who **physically** reports **to the workplace** for overtime work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours’ pay at the applicable overtime rate, whichever is the greater. This clause shall only be applicable to employees who are notified of the overtime work requirement prior to completing their last scheduled shift.
- b. An employee who reports for work on the employee’s scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours’ pay at straight time, whichever is the greater.
- c. The minimum payments to which are referred in 2.07(a) and (b) above, do not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with Article 65.
- d. An employee who is required to work on a day of rest, 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 actual overtime worked at the applicable overtime rate for any time worked.**

Appendix “C” General Services

Reporting pay

5.01 An employee who reports for work on the employee’s scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours’ pay at straight time, whichever is the greater.

5.02

- a. An employee who **physically** reports **to the workplace** for work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours’ pay at the applicable overtime rate, whichever is the greater.

- b. The minimum payment referred to in 5.02(a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 65.05.
- c. An employee who is required to work on a day of rest, 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 for the time actually worked at the applicable overtime rate.**

5.03 Time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

Appendix "D" Heating, Power and Stationary Plant

Reporting pay

4.01 An employee who reports for work on the employee's scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight time, whichever is the greater.

4.02

- a. An employee who **physically** reports **to the workplace** for work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the applicable overtime rate, whichever is the greater.
- b. the minimum payment referred to in paragraph (a), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 65.05 of this agreement.
- c. An employee who is required to work on a day of rest, 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 for the time actually worked at the applicable overtime rate.**

Appendix “E” Hospital Services

Reporting pay

3.01 An employee who reports for work on his or her scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours’ pay at straight time, whichever is the greater.

3.02

- a. An employee who **physically** reports **to the workplace** for work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours’ pay at the applicable overtime rate, whichever is greater.
- b. The minimum payment referred to in paragraph 4.02(a), above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 65.05. This minimum also applies when a part-time employee is required to report for work on a non-scheduled workday.
- c. An employee who is required to work on a day of rest, 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 for the time actually worked at the applicable overtime rate.**

3.03 Time spent by the employee reporting to work or returning to the employee’s residence shall not constitute time worked.

Appendix “G” Ships’ Crews

Annex B, Conventional Work system

4. Reporting pay

- a. Where an employee, who regularly work five (5) consecutive days per week on a non-watchkeeping vessels, is required to **physically** report **to the workplace** for work as directed on a day of rest he/she shall be paid for the time actually worked, or minimum of three (3) hours’ pay at the applicable overtime rate, whichever is the greater.

- b. Time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

- c. An employee who is required to work on a day of rest, 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 for the time actually worked at the applicable overtime rate.**

Appendix "H" Printing Operations (Supervisory)

Reporting pay

3.01 If an employee reports for work on his or her scheduled shift the employee shall be entitled as a minimum to compensation equivalent to four (4) hours' pay at his or her hourly rate of pay.

3.02

- a. When an employee is required to **physically** report and **physically** reports to ~~work~~ **the workplace** on a weekend recess the employee is entitled to a minimum of three (3) hours' pay at the applicable overtime rate.
- b. The minimum payment referred to in paragraph 3.02(a) above does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 65.05 of this agreement.

3.03 Clause 3.01 and 3.02 are not applicable where the employee fails to receive reasonable advance notification not to report for work through absence from his or her home or because of other circumstances beyond the control of the Employer.

3.04 An employee who is required to work on a weekend recess, 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 for the time actually worked at the applicable overtime rate.

*END OF SECTION "VARIOUS ARTICLES – EXTRA DUTY WORK
PERFORMED FROM A REMOTE LOCATION"*

ARTICLE 35
TRANSPORTATION EXPENSES

35.01 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, **and the employee is required to physically report to the workplace,**

...

- d. for overtime worked which is not contiguous to the employee's scheduled hours of work, and reports for work, the employee shall be reimbursed for reasonable expenses incurred as follows:
 - i. kilometric allowance, **up to 32 kilometers,** 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 61

CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

~~The following allowance replaces the former Penological Factor Allowance (PFA). The parties agree that only incumbents of positions deemed eligible and/or receiving PFA as of signing of this collective agreement, shall receive the Correctional Service Specific Duty Allowance (CSSDA), subject to the criteria outlined below.~~

61.01 The **Correctional Service Specific Duty Allowance (CSSDA)** shall be payable to incumbents of specific positions in the bargaining unit within **the** Correctional Service of Canada (**CSC**). The allowance provides additional compensation to an incumbent of a position who performs certain duties or responsibilities specific to ~~Correctional Service of Canada~~ **CSC** (that is, custody of inmates, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders) within penitentiaries as defined in the *Corrections and Conditional Release Act*, and/or CSC Commissioner Directives. **The CSSDA is not payable to incumbents of positions located within Correctional Learning and Development Centres, Regional Headquarters, National Headquarters, and CORCAN establishments that do not meet the definition of penitentiary as defined in the Corrections and Conditional Release Act and/or CSC Commissioner Directives.**

61.02 The **value of the** CSSDA shall be two thousand dollars (\$2,000) annually and ~~paid on a biweekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month.~~ **Except as prescribed in clause 61.03 below, this allowance shall be paid on a biweekly basis for any month in which an employee performs the duties for a minimum period of ten (10) days in a position to which the CSSDA applies.**

...

ARTICLE 67
PAY ADMINISTRATION

The Employer proposes to delete clause 67.08.

~~67.08 When the regular payday 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.~~

VARIOUS APPENDICES
INMATE TRAINING DIFFERENTIAL (ITD)

The Employer wishes to discuss the simplification of language and application of the Inmate Training Differential (ITD).

This applies to the following appendices:

- Appendix “B” General Labour and Trades Group specific provisions and rates of pay
- Appendix “C” General Services Group specific provisions and rates of pay
- Appendix “D” Heating, Power and Stationary Plant Group specific provisions and rates of pay

VARIOUS APPENDICES
DEFINITION OF PAY

Appendix “B” General Labour and Trades

Interpretations and definitions

For the purpose 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 times his normal number of hours of work per day;
- c. **“pay”** means the basic rate of pay as specified in Annex A ~~and includes the supervisory differential and/or inmate training differential where applicable;~~
- d. **“weekly rate of pay”** means an employee’s daily rate of pay multiplied by five (5).

Appendix “C” General Services

Interpretations and definitions

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.**

Appendix “D” Heating, Power and Stationary Plant

Interpretation and definitions

1.01 For the purpose of this appendix:

- 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 the basic rate of pay as specified in Annex A.**

Appendix “E” Hospital Services

Interpretation and definitions

For the purpose of this appendix:

“pay” means the basic rate of pay as specified in Annex A ~~and includes the supervisory differential where applicable.~~

APPENDIX “C”
GENERAL SERVICES

Annex “E”: thirty-seven and one half hour workweek

The Employer proposes to delete Annex E.

~~Annex “E”: thirty seven and one half hour workweek
Notwithstanding Article 2.01 and 2.02 of the General Services Appendix, the Employer agrees to maintain the thirty seven decimal five (37.5) hour per workweek of the seven decimal five (7.5) hour per day schedule for those employees who, as of February 23, 1989, were working a scheduled thirty seven decimal five (37.5) hours per week of seven decimal five (7.5) hours per day.~~

**APPENDIX “F”
LIGHTKEEPERS**

Annex “D”: Meteorological Allowance

The Employer proposes to delete Annex D as well as the reference to the Annex in clause 5.02.

~~5.02 The formula under which the allowance for meteorological and such related observations is calculated shall be maintained during the life of this agreement. However, clause 36.09 of Article 36 will not apply.~~

~~Annexe “D”: meteorological allowance~~

~~The following is the formula for meteorological observations and extra payments made for certain specified duties:~~

Formula	
Formula	41.46
Extra observations	
Anemometer	80.96
Climate report	123.10
Ceiling balloon	80.96
Sunshine abstracts	41.05

Operational Services (SV) Group

PROTECTED B
Without Prejudice

Automatic rain gauge	46.60
Same with abstracts	80.96
Water temperature	90.96
Same with abstracts	166.38

~~It is also understood that the maximum amount payable per annum to a Lightkeeper is one thousand six hundred and twenty three dollars (\$1,623).~~

**APPENDIX “G”
SHIPS’ CREWS**

Annex “E”: lay-day work system

The Employer wishes to discuss the lay-day work system.

APPENDIX “G”
SHIPS’ CREWS

Annex “K”: Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada With Respect to Crewing Systems and Seasonal Employees Under Appendix G

The Employer wishes to discuss the deletion of Annex K.

~~The parties agree to establish a joint committee comprised of appropriate representation to meet within ninety (90) days of the signing of the present agreement. The committee will:~~

~~review issues related to the crewing systems defined under Annexes B, C, D, and E of this agreement;~~
~~and~~

~~explore options related to bridging the off season for seasonal employees working under the crewing systems defined under Annexes B, C and D of this agreement.~~

~~The committee will submit its findings and its recommendations to the parties within eighteen (18) months of its first (1st) meeting.~~

~~All costs will be the responsibility of each party.~~

APPENDIX “K”

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY
BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH
RESPECT TO CLASSIFICATION REVIEW**

The Employer proposes to delete Appendix “K”.

Appendix “K”

**~~Memorandum of Understanding Between the Treasury Board and the Public
Service Alliance of Canada With Respect to Classification Review~~**

~~Unless otherwise agreed with the Alliance, the Employer agrees not to enter into
collective bargaining with respect to modifications to the Operational Services
rates of pay related to classification review during the life of the present
agreement until notice to bargain has been served.~~

COMMON TABLE PROPOSALS

The Employer wishes to discuss the following articles at the common table:

1. Interpretation and Definitions (Definition of “common-law partner”)
2. Information (Electronic collective agreement)
3. Leave With or Without Pay for Alliance Business
4. Discipline
5. Technological Change
6. Leave, General
7. Vacation Leave with Pay (One-time vacation leave entitlement)
8. Vacation Leave with Pay (Accumulation of vacation leave credits)
9. Parental Leave Without Pay (Special parental allowance for totally disabled employees)
10. Leave Without Pay for the Care of Family
11. Statement of Duties
12. Memorandum of Understanding with Respect to a Joint Learning Program
13. Workforce Adjustment
14. Memorandum of Understanding with Respect to Implementation of the Collective Agreement
15. Leave for Union Business: Cost Recovery
16. Pay Simplification – Joint Sub-Committee

After discussion, the parties may, by mutual agreement, refer any of these items to the specific tables for negotiations.