



Treasury Board of Canada
Secrétariat

Secrétariat du Conseil du Trésor
du Canada

**EMPLOYER INITIAL NON-MONETARY PROPOSALS
FOR THE
OPERATIONAL SERVICES (SV) GROUP**

**NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON AUGUST 4, 2025**

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INTRODUCTION

With consideration to the Government of Canada's focus on the efficient and effective use of resources, the Employer's negotiation objectives for this round of bargaining are to:

- preserve and enhance management authorities to continue to meet operational requirements, including through technology;
- exercise fiscal responsibility;
- support pay administration simplification;
- support employment equity, diversity and inclusion; and
- address departmental operating priorities.

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

Without prejudice, included below, are the Employer initial non-monetary proposals for the negotiation of a single collective agreement covering employees who are members of the SV bargaining unit.

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

The Employer also proposes that provisions 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. 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, unless otherwise agreed.

Proposed changes are denoted by **bold blue font** and proposed deletions are denoted by ~~blue font and strikethrough~~.

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

EDITORIAL CHANGES

To optimize time spent at the table with collective bargaining teams, the Employer proposes that editorial changes to the collective agreement be discussed by negotiators and analysts between bargaining sessions.

Given their editorial nature, any agreed-upon changes would not affect the collective agreement's application, scope or value.

The Employer would provide an initial list of proposed changes to the Bargaining Agent for consideration and the Bargaining Agent would be invited to do the same. Both parties would reserve the right to raise any of these changes during bargaining sessions, as they deem appropriate.

The parties would also reserve the right to propose additional editorial changes for discussion throughout the collective bargaining round.

EDITORIAL CHANGES - GENDER-INCLUSIVE LANGUAGE

In accordance with Appendix “Q”: Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Gender-Inclusive Language, the parties, through a Joint Committee, are in the final stages of preparing a report with recommendations for integrating gender-inclusive language in collective agreements (report).

The Employer proposes that the parties develop a plan to incorporate required changes to the collective agreement secretarially. As per Appendix “Q” and the report being prepared by the Joint Committee, gender-inclusive amendments shall not result in changes in application, scope or value of the collective agreement.

ARTICLE 1 PURPOSE AND SCOPE OF AGREEMENT

1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance and the employees and to set forth herein certain terms and conditions of employment ~~upon which agreement has been reached through collective bargaining.~~ **for all employees described in the certificate issued by the former Public Service Staff Relations Board on June 16, 1999, covering employees of the Operational Services Group.**

(...)

ARTICLE 2 INTERPRETATION AND DEFINITIONS

Exceptions

Refer to the appropriate appendix for group specific alternate or additional interpretations or definitions.

2.01 For the purpose of this agreement:

(...)

- g. **“continuous employment”** (emploi continu) has the same meaning as specified in the ~~existing~~ *Directive on Terms and Conditions of Employment* of the Employer;

(...)

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

(...)

Consequential renumbering

**VARIOUS ARTICLES
DEFINITION OF FAMILY**

The Employer wishes to discuss the definition of family to identify opportunities to simplify the language.

**ARTICLE 8
DENTAL CARE PLAN**

The Employer wishes to discuss this article.

**ARTICLE 11
CHECK-OFF**

(...)

11.02 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee. **In addition, the Alliance shall advise the Employer in writing at least ninety (90) calendar days prior to the effective date of any amendment to the amount of the authorized monthly deduction.**

(...)

~~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.~~

(...)

Consequential renumbering

ARTICLE 14
LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

The Employer wishes to discuss the following clause:

14.15 Leave granted to an employee under clauses 14.02, 14.09, 14.10, 14.12 and 14.13 will be with pay and the PSAC will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement.

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, **exclusive of periods of leave without pay**, provided that no further disciplinary action has been recorded during this period.

ARTICLE 24 TECHNOLOGICAL CHANGE

(...)

24.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ~~one hundred and eighty (180)~~ **ninety (90)** days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

(...)

VARIOUS ARTICLES SHIFT AND WEEKEND PREMIUMS

Article 25: hours of work

Exclusions

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

25.01 For the purposes of this article:

Definitions

(...)

Shift work

(...)

Notwithstanding 25.01(d):

- e. Effective August 5, 2011, employees occupying positions in the GS-FOS subgroup, whose hours of work do not meet the definition of shift work in accordance with Article 25.01(d) and whose hours of work begin before 06:00 or end after 18:00, will be paid a premium of two dollars and twenty-five cents (\$2.25) per hour for each **regularly scheduled** hour worked between 16:00 and 08:00.

(...)

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.

27.01 Shift premium

An employee working on shifts will receive a shift premium of two dollars and twenty-five cents (\$2.25) per hour for all **regularly scheduled** hours worked; ~~including overtime hours~~, between 4 pm and 8 am. The shift premium will not be paid for hours worked between 8 am and 4 pm.

27.02 Weekend premium

- a. An employee working during the weekend will receive an additional premium of two dollars and twenty-five cents (\$2.25) per hour; ~~including overtime hours~~, for all **regularly scheduled** hours worked on Saturday or Sunday.
- b. Paragraph (a) shall not apply to employees whose regular hours of work are scheduled from Monday to Friday.

(...)

Appendix “B” General Labour and Trade

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

(...)

11. Shift and weekend premiums

(...)

a. Shift premium

An employee working on shifts will receive a shift premium of two dollars and twenty-five cents (\$2.25) per hour for all **regularly scheduled** hours worked, ~~including overtime hours~~, between 4 pm

and 8 am. The shift premium will not be paid for hours worked between 8 am and 4 pm.

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.

(...)

Appendix “D” Heating, Power and Stationary Plant Group specific provisions and rates of pay

(...)

Shift premium

5.01 An employee working on a twelve (12) hour shift schedule shall receive a shift premium of two dollars and twenty-five cents (\$2.25) per hour for all **regularly scheduled** hours worked between 4 pm and 8 am. The shift premium will not be paid for hours worked between 8 am and 4 pm.

(...)

**VARIOUS ARTICLES
VARIABLE HOURS OF WORK**

(...)

Employee

28.02 Upon ~~request of an employee and the concurrence of the Employer~~ **mutual agreement of the Employer and the employee**, an employee may complete the weekly hours of employment in a period of other than five (5) full days provided that over a period of up to twenty-eight (28) calendar days, the employee works an average of the weekly hours specified in the relevant Group Specific Appendix.

(...)

28.06 Specific application of this agreement

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

(...)

~~d. Overtime~~

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

Consequential renumbering

(...)

Appendix “D” Heating, power and stationary plant group specific provisions and rates of pay

(...)

2.05 Twelve (12) hour shifts and other variable hours of work

- a. Notwithstanding the provisions of this article, ~~employees with the approval of the Employer~~ **upon mutual agreement of the Employer and the employee, an employee** may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of forty (40) hours per week. In every such period employees shall be granted days of rest on days not scheduled as normal workdays for them.

(...)

ARTICLE 29 OVERTIME

(...)

29.09 Overtime meal allowance

- a. An employee who works three (3) or more hours of overtime,
 - i. immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period,
or
 - ii. immediately following the employee's scheduled hours of work.

shall be reimbursed for one (1) meal in the amount of twelve dollars (\$12), except where a free meal is 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.
- 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.**

**VARIOUS ARTICLES
OVERTIME COMPENSATION ON A DAY OF REST –
SECOND DAY OF REST**

Article 29: overtime

Exclusions

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

(...)

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.

(...)

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;

(...)

2.17 Fisheries Wardens and Security Guards employed at posts abroad are entitled to receive compensation at time and one half (1 1/2) rates for work performed on the first (1st) day of rest and compensation at double (2) time rates for work performed on the second (2nd) day of rest where two (2) days of rest are indicated by the schedule, **and provided that the employee also worked on the first day of rest.**

(...)

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.

**VARIOUS ARTICLES
STANDBY, CALL-BACK, REPORTING PAY, DESIGNATED PAID HOLIDAYS
AND TRANSPORTATION EXPENSES**

The Employer wishes to discuss these provisions to identify opportunities to simplify and clarify the language.

**VARIOUS ARTICLES
NO PYRAMDING**

Article 29: overtime

Exclusions

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

General

(...)

~~29.03 Payments provided under this article shall not be pyramided; that is an employee shall not receive more than one compensation for the same service.~~

(...)

Consequential renumbering

Article 30: Call-back pay

Exclusions

This article does not apply to the LI Group.

(...)

~~No pyramiding of payments~~

~~30.03 Payments provided under overtime and reporting pay provisions of the agreement, the designated paid holiday and standby provisions of the agreement and clause 30.01 above shall not be pyramided; that is an employee shall not receive more than one compensation for the same service.~~

(...)

Consequential renumbering

Article 68: pay administration

(...)

No pyramiding of payments

68.10 Payments provided under overtime, reporting pay, the designated paid holiday and standby and call-back provisions of the agreement shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

ARTICLE 31 STANDBY

(...)

31.02

- a. An employee designated **in writing** ~~by letter or by list~~ for standby duty shall be available during his or her period of standby at a known telephone number, **email address and/or other method of communication** and be available to return for duty as quickly as possible, if ~~called~~ **contacted**.
- 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 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 HOLIDAYS**

(...)

Work performed on a designated holiday

32.05 Where operational requirements permit, the Employer ~~shall~~ **will** **endeavour** not **to** schedule an employee to work both December 25 and January 1 in the same holiday season.

(...)

ARTICLE 32
DESIGNATED PAID HOLIDAYS

The Employer wishes to discuss this article as it pertains to the value of a day and consequential changes to appendices.

**ARTICLES 41 AND 43
MATERNITY AND PARENTAL LEAVE WITHOUT PAY**

The Employer wishes to discuss these articles.

ARTICLE 44
LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

(...)

44.03 ~~Subject to paragraph 2.01(m)~~ **At the discretion of the Employer**, an employee ~~shall~~ **may** be granted leave without pay for the care of family in accordance with the following conditions:

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

(...)

ARTICLE 46
LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

(...)

46.03 Subject to clause 46.02, the Employer shall grant leave with pay under the following circumstances:

- a. **an employee is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude their absence from work; however, when alternate arrangements are not possible an employee shall be granted leave for a medical or dental appointment when the family member is incapable of attending the appointment by themselves, to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies., if the supervisor was notified of the appointment**
An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible;
- b. to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- c. to provide for the immediate and temporary care of an elderly member of the employee's family;
- d. for needs directly related to the birth or to the adoption of the employee's child.
- e. to attend school functions, if the supervisor was notified of the function as far in advance as possible;
- f. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
- g. to visit a family member who, due to an incurable terminal illness, is nearing the end of their life;

- h. forty per cent (40%) of the applicable hours stipulated in clause 46.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment-related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.
- (...)

ARTICLE 47
LEAVE WITHOUT PAY FOR PERSONAL NEEDS

47.01 Leave without pay will be granted for personal needs in the following manner:

- a. subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- b. subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- c. an employee is entitled to leave without pay for personal needs only once under each of paragraphs (a) and (b) during the employee's total period of employment in the public service. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.
- d. **an employee shall notify the Employer in writing as far in advance as possible but not less than eight (8) weeks in advance of the commencement date of such leave, unless, because of an urgent or unforeseeable circumstance, such notice cannot be given.**

ARTICLE 48
LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE

In addition to the below proposal, the Employer wishes to further discuss leave without pay for the relocation of spouse.

48.01

- a. At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- b. **An employee shall notify the Employer in writing as far in advance as possible but not less than eight (8) weeks in advance of the commencement date of such leave, unless, because of an urgent or unforeseeable circumstance, such notice cannot be given.**

**ARTICLE 50
COURT LEAVE**

50.01 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, **except for a proceeding in which the employee is a party**, 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 bylaw to compel the attendance of witnesses before it, or
 - v. before an arbitrator or umpire or a person or body of persons authorized bylaw to make an inquiry and to compel the attendance of witnesses before it.

ARTICLE 54
EXAMINATION LEAVE WITH PAY

54.01 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. **Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications.**

ARTICLE 62 CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

62.01 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 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, or CORCAN Community Industries.

62.02 The value of the CSSDA shall be two thousand one hundred and forty dollars (\$2,140) 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.

62.03 An employee will be entitled to receive the CSSDA, in accordance with 62.01:

- a. during any period of paid leave up to a maximum of sixty (60) consecutive calendar days,
or
- b. during the full period of paid leave where an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

62.04 The CSSDA shall not form part of an employee's salary. ~~except for the purposes of the following benefit plans:~~

- ~~Public Service Superannuation Act~~
- ~~Public Service Disability Insurance Plan~~
- ~~Canada Pension Plan~~
- ~~Québec Pension Plan~~
- ~~Employment Insurance~~
- ~~Government Employees Compensation Act~~
- ~~Flying Accident Compensation Regulations~~

ARTICLE 68
PAY ADMINISTRATION

(...)

68.05 This article is subject to the memorandum of understanding signed by the Employer and the Alliance dated February 9, 1982, in respect of red-circled employees.

(...)

Consequential renumbering

VARIOUS APPENDICES
NOTICE PERIOD FOR CHANGING SCHEDULED SHIFTS

Appendix “A” Firefighters Group specific provisions and rates of pay

General

(...)

2.05

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

(...)

Appendix “B” General Labour and Trades Group specific provisions and rates of pay

Hours of work and overtime

(...)

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

- a. shall be compensated at the rate of time and one-half (1 1/2) for the first (1st) full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at straight time;

- b. shall retain his or her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with clause 2.07.

(...)

Appendix “C” General Services Group specific provisions and rates of pay

(...)

General

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

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

(...)

Appendix “D” Heating, Power and Stationary Plant Group specific provisions and rates of pay

(...)

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 Group specific provisions and rates of pay

(...)

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 Group specific provisions and rates of pay**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)~~ **seven (7)** days' notice.

(...)

**VARIOUS APPENDICES
INMATE TRAINING DIFFERENTIAL**

The Employer wishes to discuss the Inmate Training Differential.

**VARIOUS APPENDICES
SUPERVISORY DIFFERENTIAL**

The Employer wishes to discuss the Supervisory Differential.

**APPENDIX “B”
GENERAL LABOUR AND TRADES GROUP SPECIFIC PROVISIONS
AND RATES OF PAY**

(...)

~~Annex “D”: special conditions applicable to Pasture Managers, Pasture Riders and Range Riders~~

~~The following special conditions shall apply to pasture managers, pasture riders and range riders employed by the Department of Agriculture and Agri-Food:~~

~~1. For full-time pasture managers, pasture riders and range riders:~~

~~a. the following provisions of the collective agreement shall not apply:~~

- ~~• compensation for work on a holiday~~
- ~~• hours of work and overtime~~
- ~~• wash-up time~~
- ~~• travelling time~~
- ~~• travel between work sites~~
- ~~• call-back pay~~
- ~~• standby~~
- ~~• reporting pay~~
- ~~• shift premiums;~~

~~b. the hours of work shall be scheduled on an annual basis to average two thousand and eighty (2,080) hours per year.~~

~~2. Pasture riders and range riders who are employed on less than a full-time basis shall likewise be excluded from the same agreement provisions as outlined in section 1(a) above, except as these exclusions are modified below:~~

- ~~a.—The Employer shall provide less than full-time pasture riders and range riders with work schedules showing the ten (10) normal working days within the customary two (2) week pay cycle. The schedules shall also show the four (4) days of rest to which each employee is entitled during such a two (2) week period. Such days of rest may be scheduled singly; or two (2), three (3) or four (4) days may be scheduled consecutively, during the two (2) week cycle, as the Employer may determine. However, agreement provisions respecting changes of hours of work schedules shall apply to these employees.~~
- ~~b.—In any two (2) week period, employees shall be paid eighty (80) hours' pay for any and all hours worked during their ten (10) scheduled days of work. Designated paid holidays shall be observed upon the day on which they fall and, if an employee is required to work on such a holiday, he shall receive extra compensation as outlined in section 2(c) below.~~
- ~~c.—All work performed on any of the employee's scheduled days of rest shall be paid for in accordance with the overtime provisions of the agreement as they apply to work performed on such days. An employee shall receive pay at the rate of time and one half (1 1/2) for all work performed on a designated paid holiday.~~

~~3.—~~

- ~~a.—Effective August 5, 2013, pasture managers, pasture riders and range riders shall receive a horse allowance of one thousand seven hundred and fifty dollars (\$1,750) per season, on a pro-rated basis, subject to the conditions that may have been determined by the Employer.~~

(...)

**APPENDIX “C”
GENERAL SERVICES GROUP SPECIFIC PROVISIONS
AND RATES OF PAY**

(...)

2.08 Couriers (Diplomatic), ~~Towermen (Fire Lookout) and Harbour Managers~~

Clauses 2.01, 2.02, 2.03, 2.04(b), 2.05 and 2.07 do not apply to employees performing Courier (Diplomatic), ~~Towermen (Fire Lookout) and Harbour Managers’s functions.~~

2.09 Couriers, ~~Towermen and Harbour Managers~~ are entitled to receive compensation at:

- a. straight-time rates for all hours compensated within a cycle up to a total to be determined by the following formula:

$$\frac{\text{Number of calendar days in cycle multiplied by 40}}{7}$$

- b. time and one half (1 1/2) for all other hours worked.

2.10 Periods of leave without pay will be deducted from the cycles for the purpose of the formula in clause 2.09.

2.11 Couriers shall have four (4) three (3) month cycles equivalent to five hundred and twenty-two (522) hours per cycle commencing April 1 each year.

~~**2.12** Towermen will have a four (4) month cycle equivalent to six hundred and ninety-six (696) hours commencing on the first (1st) day in the season on which an employee is assigned to the position of Towerman. Any remaining period of work in a season will be considered a cycle.~~

~~**2.13** Harbour Managers shall have a six (6) month cycle commencing January 1 of each year.~~

2.14 Designated paid holidays

~~1. **Couriers (Diplomatic)**~~

- a. Only clause 32.02 applies to Couriers (Diplomatic).
- b. In accordance with clause 2.09 Couriers (Diplomatic) shall receive ten (10) hours' compensation for any designated holiday specified in clause 32.01 whether or not the designated holiday falls on a workday.
- c. Work performed by Couriers (Diplomatic) on a designated holiday will be compensated as per clause 2.09 of the group specific agreement.

~~2. Towermen (Fire Lookout)~~

- ~~a. Only clause 32.02 applies to Towermen (Fire Lookout).~~
- ~~b. In accordance with clause 2.09 Towermen (Fire Lookout) shall receive eight (8) hours' compensation for any designated holiday specified in clause 32.01 whether or not the designated holiday falls on a workday.~~
- ~~c. Work performed by Towermen (Fire Lookout) on a designated holiday will be compensated as per clause 2.09 of this appendix.~~

~~3. Harbour Managers~~

- ~~a. Only clause 32.02 applies to Harbour Managers.~~
- ~~b. In accordance with clause 2.09, Harbour Managers shall receive eight (8) hours' compensation for any designated holiday specified in clause 32.01 whether or not the designated holiday falls on a workday.~~
- ~~c. Work performed by Harbour Managers on a designated holiday will be compensated as per clause 2.09 of this appendix.~~

~~Fisheries Wardens and Security Guards employed at posts abroad~~

~~2.15 Clause 2.01, subclauses 2.02(b) and (c), clauses 2.03, 2.04(b), 2.05(a) and (b), and 2.07 do not apply to Fisheries Wardens and Security Guards employed at posts abroad.~~

2.16—

- ~~a. Fisheries Wardens are entitled to receive compensation at straight-time rates for all hours worked, other than hours worked on a day of rest or a designated holiday, up to forty (40) hours within a seven (7)-day period and compensation at time and one half (1-1/2) for all other hours worked within the period.~~
- ~~b. Security Guards employed at posts abroad are entitled to receive compensation at straight-time rates for all hours worked, other than hours worked on a day of rest or designated holiday, up to an average of one hundred and sixty (160) hours over a four (4)-week period and compensation at time and one half (1-1/2) for all other hours worked.~~

~~**2.17** Fisheries Wardens and Security Guards employed at posts abroad are entitled to receive compensation at time and one half (1-1/2) rates for work performed on the first (1st)-day of rest and compensation at double (2)-time rates for work performed on the second (2nd)-day of rest where two (2)-days of rest are indicated by the schedule.~~

(...)

**APPENDIX “C”
GENERAL SERVICES GROUP SPECIFIC PROVISIONS
AND RATES OF PAY**

Summer hours for thirty-seven decimal five (37.5) hours per week employees

~~4.01~~ Clauses 4.02 to 4.07 inclusive, shall apply to employees on a thirty-seven decimal five (37.5) hour week whose scheduled daily and weekly hours are varied by the Employer to allow for different winter and summer hours.

~~4.02~~ The Employer shall consult with the Alliance before introducing or discontinuing the practice of varying the weekly and daily hours of work in winter and summer for an employee or group of employees.

~~4.03~~ Winter and summer work schedules shall be determined so that they will average thirty-seven decimal five (37.5) hours per week over a twelve (12) month period.

~~4.04~~ Employees shall not receive:

- ~~a. more compensation at the applicable hourly rate solely because regularly scheduled winter hours exceed thirty-seven decimal five (37.5) hours per week;~~
- ~~or~~
- ~~b. less compensation at the applicable hourly rate solely because regularly scheduled summer hours are less than thirty-seven decimal five (37.5) hours per week.~~

~~4.05~~ The Employer shall not have a claim against an employee by reason of overpayment of salary, nor shall an employee have a claim against the Employer by reason of underpayment of salary when:

- ~~a. for any reason an employee is separated temporarily or permanently from a position subject to summer hours;~~
- ~~or~~

~~b. an employee moves from a position not subject to summer hours to a position subject to summer hours;~~

~~with the result that the employee's average weekly scheduled hours over a twelve (12) month period exceed or are less than thirty-seven decimal five (37.5) hours per week.~~

~~4.06 Overtime definition, clause 4.07 shall apply:~~

~~4.07 "Overtime" means work performed by an employee:~~

- ~~a. one half (1/2) hour in excess of the employee's normal scheduled daily winter hours of work;~~
- ~~or~~
- ~~b. one half (1/2) hour in excess of the employee's normal scheduled daily summer hours of work;~~
- ~~or~~
- ~~c. on a scheduled day of rest.~~

(...)

~~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 GROUP SPECIFIC PROVISIONS AND RATES OF PAY

General

(...)

~~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 |
| 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 SPECIFIC PROVISIONS AND
RATES OF PAY, GENERAL**

Annex “D”: 46.6 hour averaging work system

1. General

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

(...)

Annex “E”: lay-day work system

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

APPENDIX “I” WORKFORCE ADJUSTMENT

With consideration to the ongoing cyclical review of the National Joint Council (NJC) Work Force Adjustment Directive, the Employer wishes to discuss this Appendix.

APPENDIX “K”
MEMORANDUM OF UNDERSTANDING BETWEEN
THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO CLASSIFICATION REVIEW

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.

APPENDIX “L”
MEMORANDUM OF UNDERSTANDING BETWEEN
THE TREASURY BOARD AND
THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO
IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

The Employer wishes to discuss this appendix.

**APPENDIX “M”
MEMORANDUM OF UNDERSTANDING SALARY PROTECTION,
RED CIRCLING**

General

(...)

Part I

(...)

Part II

~~Part II of the memorandum of understanding shall apply to incumbents of positions who are in holding rates of pay on the date this memorandum of understanding becomes effective.~~

- ~~1.—An employee whose position has been downgraded prior to the implementation of this memorandum and is being paid at a holding rate of pay on the effective date of an economic increase and continues to be paid at that rate on the date immediately prior to the effective date of a further economic increase, shall receive a lump-sum payment equal to 100% of the economic increase for the employee’s former group and level (or where a performance pay plan applied to the incumbent, the adjustment to the attainable maximum rate of pay) calculated on his annual rate of pay.~~
- ~~2.—An employee who is paid at a holding rate on the effective date of an economic increase, but who is removed from that holding rate prior to the effective date of a further economic increase by an amount less than he would have received by the application of paragraph 1 of Part II, shall receive a lump-sum payment equal to the difference between the amount calculated by the application of paragraph 1 of Part II and any increase in pay resulting from his removal from the holding rate.~~

This memorandum of understanding expires on the same date as the collective agreement.

**APPENDIX “N”
MEMORANDUM OF AGREEMENT WITH RESPECT TO IMPLEMENTATION
OF UNION LEAVE**

The Employer wishes to discuss this appendix.

APPENDIX “T”
MEMORANDUM OF UNDERSTANDING BETWEEN
THE TREASURY BOARD AND
THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO PAY
SIMPLIFICATION SOLUTIONS

The purpose of this memorandum of understanding (MOU) is to confirm the parties’ commitment to ongoing collaboration with regards to the identification of human resources (HR) and pay administration simplification solutions. The parties recognize that this exercise, may extend beyond the conclusion of negotiations for the current collective agreement.

Given the parties’ shared commitment to these ongoing efforts, they may, by mutual consent, avail themselves of Article 70 should a revision be necessary to support one (1) or more solutions.

Efforts to identify human resources (HR) and pay administration simplification solutions will continue to focus on topics including but not limited to:

- acting administration;
- liquidation of leave;
- retroactive payments;
- allowances;
- general definitions;
- annual rates of pay;
- extra duty pay;
- union dues.

This MOU expires on the expiry date of this collective agreement, or upon implementation of ~~the Next Generation HR~~ **a new integrated human resources** and pay system, whichever comes first, unless otherwise agreed by the parties.