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

# NEGOTIATIONS FOR THE RENEWAL OF THE COLLECTIVE AGREEMENT EXPIRING ON AUGUST 4th, 2018

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#### INTRODUCTION

The Employer's negotiation objectives for this round of bargaining are to reduce the pay administration burden, provide economic increases that are fair for workers and taxpayers, address departmental operating priorities and support the effective management of the Public Service. Such an approach will contribute to an engaged and qualified workforce that delivers results for Canadians.

Without prejudice, attached are the Employer proposals for the negotiation of a single collective agreement covering employees who are members of the Operational Services 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.

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

The Employer reserves the right to table monetary proposals at a later time during the negotiation process.

### **GENERAL**

The Employer proposes to:

- simplify, consolidate and standardize where appropriate;
- review and amend, as necessary, the collective agreement in relation to recent legislative changes, or any other required administrative changes in terminology;
- discuss Pay Administration issues and simplification, including an extension to the implementation period;
- incorporate common table agreements as part of the SV collective agreement.

#### ADMINISTRATIVE CHANGES

Replace all references to the Public Service Labour Relations Board / Public Service Labour Relations and Employment Board with references to the **Federal** Public **Sector** Labour Relations **and Employment** Board **(FPSLREB)**.

Replace all references to the Public Service Staff Relations Act / Public Service Labour Relations Act with references to the **Federal** Public **Sector** Labour Relations Act (**FPSLRA**).

This applies to the following clauses:

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7.01; 7.02; 11.05; Article 14; 14.01(a); 14.01(a); 14.03(a); 16.01; 18.02; 18.03; 18.04; 18.10; 18.27(c); 18.29(b), (c), (e) & (f); 26.01(a)(i); 37.16; 37.17
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Replace all references to "cash" with references to "payment".

This applies to the following clauses:

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2.01(f); 37.11(a) & (b); 37.12; 67.09; 68.01(a); Appendix "A" 6.01(c)(i) & (iii); Appendix "A" 6.01(h); Appendix "B" Annex "E" 3.4; Appendix "B" Annex "E" 4.4; Appendix "B" Annex "E" 6; Appendix "B" Annex "E" 8; Appendix "B" Annex "H" 1(b); Appendix "B" Annex "J" 5; Appendix "C" 2.05(c) & (e); Appendix "D" 3.06(a) & (c); Appendix "F" 3.02(a); Appendix "F" 5.10; Appendix "G" 1.01(g); Appendix "G" 2.03(f)(i) & (ii); Appendix "G" 2.03(g); Appendix "G" 3.04(a); Appendix "G" 3.04(b)(iii); Appendix "G"14(g); Appendix "G"16(d); Appendix "G" Annex "B" 7(d); Appendix "G" Annex "C" 6.04(c); Appendix "G" Annex "D" 7.01(f); Appendix "G" Annex "E" 1(h)(i), (ii) & (iv); Appendix "G" Annex "E" 4(c); Appendix "G" Annex "E" 6(b)(i) & (d); Appendix "G" Annex "E" 10.04; Appendix "G" Annex "J"; Appendix "I" Definitions – Education Allowance; Appendix "I" Definitions – Transition support measure; Appendix "I" Part VI 6.4.1(b)
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### CHANGE NOTICE PERIOD FOR CHANGING SCHEDULED SHIFTS TO FORTY-EIGHT (48) HOURS

### 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 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 PROVISION AND RATE 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 SPECIFIC PROVISIONS AND RATES OF PAY, GENERAL

### 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' fortyeight (48) hours' notice.

### ASSIGNMENT OF OVERTIME WORK

The Employer wishes to discuss the allocation of overtime work.

### ARTICLE 29 OVERTIME

### 29.09 Overtime meal allowance

(New)

d. Meal allowances under this clause shall not apply to an employee who has approval to work overtime from a location other than his or her designated workplace.

### ARTICLE 30 CALL-BACK PAY

30.01

(New)

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

### ARTICLE 34 TRAVELLING TIME

34.06

(New)

d. for the purposes of paragraphs 34.06 (b) and (c), should a period of work and/or travel continue into the next day, the employee's total travel period will be deemed to have taken place on the day it started.

### ARTICLE 35 TRANSPORTATION EXPENSES

The employer wishes to discuss the introduction of a maximum of 32 kilometers (cap) to the kilometric allowance, or out-of-pocket expenses applicable when an FR employee reports to work for overtime pursuant to Article 35.

### ARTICLE 37 VACATION LEAVE WITH PAY

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

### ARTICLE 37 VACATION LEAVE WITH PAY

### 37.11 Carry-over and/or liquidation of vacation leave

Clause 37.11, Carry-over and liquidation of vacation leave, will take effect on April 1, 2005.

### ARTICLE 37 VACATION LEAVE WITH PAY

### Leave when employment terminates

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

### ARTICLE 38 SICK LEAVE WITH PAY

**38.08** The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to section 11(2)(g) paragraph 12(1)(e) of the Financial Administration Act at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which injury on duty leave has been granted pursuant to Article 40.

### ARTICLE 46 VOLUNTEER LEAVE

\*\* Article 46: volunteer leave

\*\*Effective April 1, 2018, Article 46: volunteer leave, is deleted from the collective agreement.

**46.01** Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to eight (8) hours, or up to seven decimal five (7.5) hours, where the standard work-week is thirty-seven and decimal five (37.5) hours per week, of leave with pay to work as a volunteer for a charitable or community organisation or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign. The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

### ARTICLE 56 LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

#### 56.02 Personal leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to eight (8) hours, or up to seven decimal five (7.5) hours, where the standard work-week is thirty-seven decimal five (37.5) hours per week, of leave with pay for reasons of a personal nature.

### \*\*Effective April 1, 2018, the previous provision is replaced with the following:

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, sixteen (16) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of eight (8) hours or four (4) hours each.

Notwithstanding the above paragraph, where the standard work-week is thirty-seven decimal five (37.5) hours per week, employees shall be granted, in each fiscal year, fifteen (15) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

### ARTICLE 60 EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

**60.03** Upon written request of an employee, the personnel file of that employee shall be made available for his or her examination in the presence of an authorized representative of the Employer.

It is understood that such file may be digital.

### 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 CSSDA shall be payable to incumbents of specific positions in the bargaining unit within Correctional Service of Canada. The Allowance provides additional compensation to an incumbent of a position who performs certain duties or responsibilities specific to Correctional Service of Canada (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 bi-weekly 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.

**61.03** An employee will be entitled to receive the CSSDA, in accordance with 61.01:

- 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 injuryon-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

**61.04** 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
- Quebec Pension Plan
- Employment Insurance
- Government Employees Compensation Act
- Flying Accident Compensation Regulations

### ARTICLE 67 PAY ADMINISTRATION

#### 67.11 Pay notes (former Canada Customs and Revenue Agency employees)

- a. Effective date of transfer or appointment to CBSA, the employee's new rate of pay shall be the step or rate in the B line of the new salary grid, which is closest to, but not less than, the rate of pay received on that day.
- b. Should the employee's salary exceed the maximum of the range or the rate for his/her group and level, the employee's salary shall remain unchanged until such time as the maximum rate of pay for the employee's group and level is equal to, or greater than, the employee's salary.
- c. Effective August 5, 2004, should the employee's salary be within the new salary band in the B line, the employee's new rate of pay shall be the step or the rate of pay in the B line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (2.25%) and the actual salary increase, to be paid bi-weekly.
- d. Effective August 5, 2004, employees, subject to paragraph b), shall receive a lump sum payment in an annualized amount equivalent to two decimal twenty-five per cent (2.25%) of the employee's rate of pay, to be paid biweekly, in lieu of the economic increase.
- e. Effective August 5, 2005, should the employee's salary be within the new salary band or lower or equal to the rate in the C line, the employee's new rate of pay shall be the step or rate in the C line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (i.e. 2.4%) and the actual salary increase, to be paid bi weekly.
- f. Effective August 5, 2005, employees subject to paragraph b) shall receive a lump sum payment in an annualized amount equivalent to two

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

### ARTICLE 70 DURATION

**70.01** The provisions of this agreement will expire on August 4, 20<del>18</del>22.

### **RATES OF PAY**

### ALL GROUPS ANNEX A

The Employer wishes to discuss rates of pay and pay notes.

### FIREFIGHTERS GROUP, SPECIFIC PROVISIONS AND RATES OF PAY

#### General

#### **Interpretation and definitions:**

- a. "daily rate of pay" means an employee's annual rate of pay divided by the number of working days in his or her annual work schedule;
- b. **"hourly rate of pay"** means a full-time employee's weekly rate of pay divided by forty-two (42), except that for an employee who is employed as a fire chief, deputy chief, fire prevention officer or a fire prevention inspector "hourly rate of pay" means that employee's weekly rate of pay divided by thirty-seven decimal five (37.5);
- e. With respect to the application of clause 56.02, Personal leave and clause 46.01, Volunteer leave, for firefighters where the standard work week is forty two (42) hours, the reference to a single period shall be "up to eight point four (8.4) hours".

\*\*Effective April 1, 2018, the preceding paragraph "c" is deleted from the collective agreement, and replaced with the following paragraph "c":

c. With respect to the application of clause 56.02, Personal leave, for firefighters where the standard work week is forty-two (42) hours, employees shall be granted, in each fiscal year, sixteen decimal eight (16.8) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods "of eight decimal four (8.4) hours or four decimal two (4.2) hours each."

### FIREFIGHTERS GROUP, SPECIFIC PROVISIONS AND RATES OF PAY

The Employer wishes to discuss designated paid holidays and clause 6.01 (Lieu days).

### FIREFIGHTERS GROUP, SPECIFIC PROVISIONS AND RATES OF PAY

#### High angle rescue allowance

**7.01** Employees who obtain and maintain certification in technical rescue operations and are assigned high angle rescue responsibilities in situations/incidents, other than rescue operations conducted at fires or crashes, specifically involving the rescue of individuals trapped beyond the reach of aerial ladder truck capabilities, on cranes, in dry docks or buildings, shall receive a monthly allowance of seventy-five dollars (\$75). Entitlement to this allowance ends effective March 31, 2013.

#### **Nuclear emergency response team**

7.02 Firefighters working in fire halls at CFB Esquimalt and CFB Halifax, who are designated as members of a Nuclear Emergency Response Team, are trained, maintain their qualifications and are assigned duties, shall receive a monthly allowance of one hundred and fifty dollars (\$150). Entitlement to this allowance ends effective March 31, 2013.

### FIREFIGHTERS GROUP, SPECIFIC PROVISIONS AND RATES OF PAY

### **ANNEX "B"**

MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO FIREFIGHTERS AND THE PROVINCIAL WORKERS OF COMPENSATION ACTS

The Employer wishes to discuss.

### INMATE TRAINING DIFFERENTIAL

The Employer wishes to discuss the simplification of the application of the Inmate Training Differential in the context of the Memorandum of Settlement signed in April 2018. This would apply to the GL, GS and HP groups.

### GENERAL LABOUR AND TRADES GROUP SPECIFIC PROVISIONS AND RATES OF PAY

### **Interpretations and definitions**

For the purpose of this agreement:

- 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;
- "pay" means basic rate of pay as specified in Annex A; and includes 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).

### GENERAL LABOUR AND TRADES GROUP SPECIFIC PROVISIONS AND RATES OF PAY

### Height pay

7.01 An employee shall be paid a height pay allowance equal to twenty-five per cent (25%) of the employee's basic hourly rate of pay on a pro rata basis for actual time worked:

- a. on land-based towers where they are required to work thirty (30) feet or more above the ground;
- b. for installation or repair work thirty (30) feet above the ground, on the side of buildings, ships or structures where the method of support is by moveable platform (excluding manlifts);
- c. for repair work at a height of thirty (30) feet or more above the ground, on cranes where no scaffolding exists.

The Employer wishes to discuss.

### GENERAL LABOUR AND TRADES GROUP SPECIFIC PROVISIONS AND RATES OF PAY

### ANNEX "A-1" GL, GENERAL LABOUR AND TRADES GROUP

### **Pay Notes**

- 2. The apprentice rate of pay will based on the following sub-groups:
  - m. Construction Inspecting Sub-Group (COI) (WFE) 10

### GENERAL LABOUR AND TRADES GROUP SPECIFIC PROVISIONS AND RATES OF PAY

### ANNEX "B" SUPERVISORY DIFFERENTIAL

Supervisory level	Supervisory co- ordinates	Supervisory differential as a percentage of basic rate
1	A1	4.0
2	B2	6.5
3	B3, C2	11.0
4	B4, C3, D2	15.0
5	B5, C4, D3, E2	19.0
6	B6, C5, D4, E3	22.5
7	B7, C6, D5, E4	26.0
8	C7, D6, E5	29.5
9	D7, E6	33.0
10	E7	36.5

The supervisory differential is to be used in the following manner: calculated by multiplying the applicable Supervisory Differential Percentage by the rate of pay as set out in Annex "A";

- 1. determine the non-supervisory rate of pay according to level;
- 2. determine the supervisory differential by multiplying the applicable supervisory differential percentage by the non-supervisory rate of pay;
- 3. determine the supervisory rate of pay by adding the non-supervisory rate of pay with the supervisory differential.

For example, an employee on August 5, 2011 2017, in the MAM sub-group, at the maximum of Level 8 and a Supervisory Coordinate B2, would receive a basic rate of pay of twenty-six dollars and twelve cents (\$26.12) twenty-nine dollars and thirteen cents (\$29.13) as per Annex A. The Supervisory Differential of one dollar and eighty-nine cents (\$1.89) (\$1.70) is arrived by multiplying the Supervisory Differential Percentage of six decimal five per cent (6.5%) (B2) by the basic rate of pay. (non-supervisory). Therefore in this case the applicable

supervisory rate of pay would be twenty-seven dollars and eighty-two cents (\$27.82).

#### **APPENDIX "B"**

#### GENERAL LABOUR AND TRADES GROUP SPECIFIC PROVISIONS AND RATES OF PAY

### ANNEX "E" SPECIAL CONDITIONS APPLICABLE TO LOCKMASTERS, BRIDGEMASTERS AND CANALMEN

**7.** Canal operating employees will be granted compensation for all time worked on statutory holidays during the navigation season on the same scale as that granted to other GL employees according to clause 32.05 32.07.

Such time shall be added to the compensatory leave account to be liquidated during the non-navigation season.

#### Interpretations and definitions

- **1.01** For the purposes of this appendix:
  - a. **"annual rate of pay"** means an **employee's** employees-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;

#### (New)

d. "pay" means the basic rate of pay as specified in Annex "A-1".

The employer wishes to discuss work schedules for diplomatic couriers.

(New)

**Supervisory Differential** 

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

### ANNEX "B" SUPERVISORY DIFFERENTIAL

Supervisory level	Supervisory co- ordinates	Supervisory differential as a percentage of basic rate
1	A1	4.0
2	B2	6.0
3	B3, C2	8.5
4	B4, C3, D2	11.5
5	B5, C4, D3	14.5
6	B6, C5, D4	17.5
7	C6, D5	20.5
8	D6	23.5

The supervisory differential is to be used in the following manner: calculated by multiplying the applicable Supervisory Differential Percentage by the rate of pay as set out in Annex "A-1";

- 1. determine the non-supervisory rate of pay according to level;
- 2. determine the supervisory differential by multiplying the applicable supervisory differential percentage by the non-supervisory rate of pay:
- 3. determine the supervisory rate of pay by adding the non-supervisory rate of pay with the supervisory differential.

For example, an employee on August 5, 2011 2017, at the maximum of Level 5 and a Supervisory Coordinate B6, would receive a basic rate of pay of twenty-five dollars and thirty-four cents (\$25.34) twenty-seven dollars and seventy-seven cents (\$27.77) as per Annex A. The Supervisory Differential of four dollars and forty-three cents (\$4.43) four dollars and eighty-six cents (\$4.86) is arrived by multiplying the Supervisory Differential Percentage of seventeen decimal five per cent (17.5%) (B6) by the basic rate of pay. (non-supervisory). Therefore in this case the applicable supervisory rate of pay would be twenty-nine dollars and seventy-seven cents (\$29.77).

### APPENDIX "D" HEATING, POWER AND STATIONARY PLANT GROUP SPECIFIC PROVISIONS AND RATES OF PAY

#### Interpretation and definitions

- **1.01** For the purpose of this agreement:
  - a. "daily rate of pay" means the employee's hourly rate of pay multiplied by the employee's normal number of hours of work per day;
  - b. "weekly rate of pay" means the employee's daily rate of pay multiplied by five (5);
  - c. **"annual rate of pay"** means the employee's weekly rate of pay multiplied by fifty-two decimal one seven six (52.176);

#### (New)

d. "pay" means the basic rate of pay as specified in Annex "A".

### APPENDIX "E" HOSPITAL SERVICES GROUP SPECIFIC PROVISION AND RATE OF PAY

(New)

#### **INTERPRETATIONS AND DEFINITIONS**

- 1.0 For the purpose of this Agreement:
- a. "pay" means basic rate of pay as specified in Annex "A".

### APPENDIX "E" HOSPITAL SERVICES GROUP SPECIFIC PROVISION AND RATE OF PAY

(New)

**Supervisory Differential** 

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

### APPENDIX "E" HOSPITAL SERVICES GROUP SPECIFIC PROVISION AND RATE OF PAY

#### ANNEX "B": SUPERVISORY DIFFERENTIAL

Supervisory level	Supervisory co- ordinates	Supervisory differential as a percentage of basic rate
1	A1	4.0
2	B2	6.0
3	B3, C2	8.5
4	B4, C3, D2	11.5
5	B5, C4, D3	14.5
6	B6, C5, D4	17.5
7	C6, D5	20.5
8	D6	23.5

The supervisory differential is to be used in the following manner: calculated by multiplying the applicable Supervisory Differential percentage by the rate of pay as set out in Annex "A";

- 1. determine the non-supervisory rate of pay according to level;
- 2. determine the supervisory differential by multiplying the applicable supervisory differential percentage by the non-supervisory rate of pay;
- 3. determine the supervisory rate of pay by adding the non-supervisory rate of pay with the supervisory differential.

For example, an employee on August 5, 2011 2017, at the maximum of Level 5 (HDO) and a supervisory coordinate C3, would receive a basic rate of pay of twenty-eight dollars and sixty cents (\$28.60) thirty-one dollars and thirty-five cents (\$31.35) as per Annex A. The supervisory differential of three dollars and twenty-nine cents (\$3.29) three dollars and sixty-one cents (\$3.61) is arrived by multiplying the supervisory differential percentage of eleven decimal five per cent (11.5%) (C3) by the basic rate of pay. (non-supervisory). Therefore in this case the applicable supervisory rate of pay would be thirty-one dollars and eight-nine cents (\$31.89).

#### **APPENDIX "F"**

#### LIGHTKEEPERS 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 35.10 36.09 of Article 35 36 will not apply.

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

## ANNEX "L" MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO SHIPS' CREWS (SC) GROUP

The Employer wishes to discuss.

# NEW APPENDIX MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE CARRY-OVER/LIQUIDATION OF VACATION LEAVE AND COMPENSATORY LEAVE

#### Transitional measure

XX.01 Notwithstanding clauses 37.11 and 37.12 (Carry-over and/or liquidation of vacation leave), all vacation leave credits in excess of the limits set out in paragraphs 37.11(a) and (b), shall be granted or paid at a minimum of eighty (80) hours per year by March 31st of each year, commencing on March 31, 2020, until all vacation leave credits in excess of the limits have been liquidated.

XX.02 Notwithstanding clause 68.01, all compensatory leave earned prior to March 31, 2020 and unused as of September 30, 2020, shall be paid at a minimum of eighty (80) hours per year by September 30 of each year, commencing on September 30, 2020, until all outstanding compensatory leave entitlements have been liquidated.

Payment shall be in one instalment per year and shall be paid at the employee's rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31st of the applicable previous fiscal year.

The term of this MOU may be extended by mutual consent of both parties to this agreement.

#### **COMMON TABLE PROPOSALS**

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

- 1. Retroactivity
- 2. Implementation Period
- 3. Pay Simplification
- 4. Employee Wellness
- 5. Workforce Adjustment
- 6. Union Dues
- 7. Deeming
- 8. Leave Union Business (Cost Recovery)
- 9. Electronic Collective Agreement
- 10. Leave General
- 11. Designated Paid Holiday
- 12. Standards of Discipline
- 13. Statement of Duties
- 14. Maternity Allowance
- 15. Parental Allowance
- 16. Leave Without Pay for the Care of family

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