

DRAFT
Introduction

Pursuant to the Canada Labour Code, the Public Service Alliance of Canada (PSAC) has served notice to bargain. Consequently, the PSAC wishes to renew the collective bargaining agreement with amendments. Enclosed are the PSAC's bargaining demands for such amendments.

Without prejudice to the PSAC's position during the negotiations, the PSAC reserves the right to introduce, amend, and withdraw its demands or to introduce counter-proposals to the Employer's demands or counter-proposals to the PSAC's demands.

If neither party has a proposal on a specific clause, article or memorandum of agreement, that clause, article or memorandum of agreement shall be renewed with appropriate editorial modifications so as to ensure compatibility with other articles as finally agreed upon.

The PSAC will table an economic package later in the bargaining process that will be made up of many interconnected elements. In brief, these elements will include, but will not be restricted to: protection against inflation and retroactivity back to the first day of the contract.

Negotiating Team:

Dave Jackson, Chair
Rick Levigne, Team Member
Jamie Oyakawa, Team Member
Phil Lehman, Team Member
Mark Miller, UNDE/VP-BC

Bargaining Proposals – I.M.P. Group Limited
UNDE Local 1018 – Comox



ARTICLE 2 DEFINITIONS

e) Add after the last word in the definition...

“...regardless of sex.”

u) Add after the last word in the definition...

“...regardless of sex.”



ARTICLE 6 HUMAN RIGHTS

6.01 Add the following:

“injured and/or disabled workers”

6.02 Amend to read:

The Employer recognizes that it has a duty to accommodate Employees who become disabled in accordance with the applicable legislation. An employee may perform lighter duties, with no loss of pay, as part of that accommodation.

6.03 Amend to read:

Upon written request the site manager shall provide any and all policies to the Union. Such request shall be actioned by the site manager within ten (10) working days.



**ARTICLE 13
DESIGNATED PAID HOLIDAYS**

13.01 NEW

BC Family Day (1st Monday in February).

13.02 Amend to read:

A paid holiday shall also be granted to all employees on any Statutory holiday proclaimed by the Federal or Provincial Governments.

13.05 Amend to read:

When the Employer requires an Employee to work on a designated paid holiday, they will be paid at double-time (2X) for all hours worked in addition to and at the employee's option either their regular pay for the day or an alternate day off at a mutually agreeable time.



ARTICLE 14 VACATION

14.02 Amend to read:

Employees shall be entitled to paid vacation calculated on the basis of monthly vacation earned at the following rates:

- (a) nine decimal three seven (9.375) hours until the month in which the anniversary of the employee's third (3rd) year of service occurs;
- (b) twelve decimal five (12.5) hours commencing with the month in which the employee's third (3rd) year of service occurs;
- (c) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- (d) Seventeen decimal five (17.5) hours commencing with the month in which the employee's twelfth (12th) anniversary of service occurs.

14.03 Amend to read:

Where in any vacation year, an employee has not been granted all of their vacation entitlement, the unused portion shall be carried over into the following vacation year or be paid out in cash at their current rate of pay at the discretion of the employee.



14.06 Amend to read:

Where an employee is injured or becomes sick during a vacation leave or a death occurs in which they would be entitled to bereavement leave, they may request to substitute available sick leave and/or reschedule that portion of their vacation leave.

14.07 NEW

No employee shall be required to return to duty after he or she has proceeded on vacation leave, nor shall approved vacation leave be cancelled when it would impose a financial loss on the employee. An employee will not be required to re-schedule vacation leave once it is approved.

14.08 NEW

Newly hired employees are eligible to take vacation after ninety (90) days of service.



ARTICLE 15 SICK LEAVE

15.01 Amend to read:

The Company will provide bargaining unit employees with a maximum of fifteen (15) sick days per fiscal year at the basic hourly rate. Employees will be entitled to carry over into the next fiscal year enough sick leave credits to ensure entry into the short term disability program.

15.04 NEW

When an employee has insufficient or no sick leave credits to cover entry into the short term disability program, the employer shall grant up to five (5) days sick leave. The employer will recover these sick leave credits from any sick leave credits subsequently earned.



**ARTICLE 16
OTHER TYPES OF LEAVE**

16.01 Add after the 1st sentence...

The Site Manager will respond to any written request, in writing, within ten (10) working days.

Add after the last sentence...

Such requests shall not be unreasonably denied.

16.05 a) Amend 1st sentence to read:

When a member of the employee's immediate family dies the employee is entitled to bereavement leave with pay for a period of seven (7) working days for purposes related to the bereavement and may, in addition, be granted up to four (4) days' leave with pay for the purposes of travel related to the death.

Delete the last sentence.



16.08 (c) Amend to read:

An employee is entitled to up to five (5) days of paid leave during each employment year to meet responsibilities related to:



ARTICLE 17 HOURS OF WORK

17.01 Amend to read:

The parties agree that the employee weekly shift schedule is not to exceed forty (40) hours per week, including a paid lunch period, over a period not to exceed thirteen (13) weeks.

Shifts are as follows:

Servicing: Days – 07:00 to 15:00 Monday to Friday
Nights – 15:00 to 23:00 Monday to Friday

Maintenance: Days – 07:00 to 15:00 Monday to Friday

Weekends: Days – 07:00 to 17:00 Friday to Monday

17.02 Amend to read:

The employee shift schedule shall be posted fourteen (14) days in advance and no less frequently than every thirteen (13) weeks. Seven (7) days prior to posting the Union shall be provided a copy of the proposed schedule for their review and comment. With the exception of deployments, an employee's schedule will not be changed during that period without the employees having seven (7) day's notice of the change. If an employee is given less than seven (7) day's notice the employee shall receive a shift premium of 1 1/2 times for work performed on the first changed shift and \$3.00 per hour for all subsequent shifts worked in that scheduled block.



17.03 Amend to read:

Under normal circumstances, Employees will be provided with an opportunity of a paid, one-half (1/2) hour lunch period approximately half way through their shift.

17.04 NEW

Employees who are scheduled to work and report to duty on December 24th and are required to work beyond 12:00 noon shall be compensated for all hours worked after 12:00 noon at a rate of double time (2X) the employees regular hourly rate of pay.



ARTICLE 19 OVERTIME

19.02 Delete

19.06 Delete the following from the 1st sentence "...not related to a Deployment..."

19.08 Amend to read:

On April 1st of each year, employees will be permitted to request that overtime be placed in an overtime bank in the form of CTO. An employee may change their selection at the beginning of any month. CTO shall not exceed a cumulative annual maximum of one hundred & twenty (120) hours. Any balance remaining at March 31st will be paid out but employees shall have the right to carry over a maximum eighty (80) hours from one fiscal year to another provided the annual maximum of one hundred & twenty (120) hours is maintained.



**ARTICLE 20
PAY**

20.03 Amend to read:

When an employee is required to perform the duties and take the responsibility of a higher classification level on an acting basis, he or she shall be paid acting pay at the level of the new classification which provides at least a four percent (4%) increase, or the higher level of pay, whichever is greater.



ARTICLE 21 PREMIUMS

21.02 Amend to read:

Employees who, as part of their job classification duties, accompany a flight with an aircraft crew shall receive \$30/per flight.

21.03 Amend to read:

An employee who performs duties in a confined space shall be paid time and one-half (1.5X) of their hourly rate of pay for all worked performed in a confined space.

21.04 NEW

A premium of \$25.00 per hot fueling event shall be paid to each employee who is assigned to perform task(s) during that hot fueling event.

21.05 NEW

MRA pay for employees who have completed MRA qualifications/authorization but do not have twelve (12) months in the company, shall be paid the difference between level A and B of Appendix "A".



ARTICLE 22 CALL-IN PAY

22.03 Amend to read:

When an Employee reports for work on call-in, they will be paid the kilometer and meal allowance rate according to Appendix C – Allowances – Modules 1, 2 and 3 of the Treasury Board Directive.



**ARTICLE 23
STANDBY**

23.01 (b) Amend to read:

Thirty dollars (\$30.00) per shift on standby.



**ARTICLE 25
PAY FOR TRAVEL ON BEHALF OF THE EMPLOYER**

25.03 Delete “straight time rates” and insert “overtime rates as per Article 19”.

25.04 NEW

Employees are entitled to individual hotel accommodation unless an agreement to share hotel accommodation was reached with the employee prior to departure.

25.05 NEW

(a) Employees who, at the request of the Employer, spend seven (7) nights per year away from their headquarters area shall be credited with one (1) day of compensatory leave. Employees shall be credited with one (1) day of compensatory leave for each additional seven (7) nights away from their headquarters area.

(b) Employees who, at the request of the employer, are deployed for any reason away from their headquarters area shall be compensated as per the Treasury Board directives identified in Article 22.03. In addition, affected employees will be entitled to a sixty dollar (\$60.00) stipend for each night away from home.



ARTICLE 27
STATEMENT OF DUTIES

27.01 (b) NEW

Upon written request, an employee shall be provided within ten (10) working days a complete and current statement of duties and responsibilities of his/her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.



ARTICLE 32 SAR OPS/DEPLOYMENT SUPPORT

32.01 Amend to read:

For deployments, the Employer will endeavour for an equitable distribution of duties for all replacement crews subject to the requirement that all employees on the replacement crew(s) have the ability, qualifications, and authorization required to perform the specific duties required for that deployment. The list used for “scheduled overtime” in Article 19.06 shall be used for deployments as per this article and clause.



ARTICLE 34 VACANCIES

34.02 Amend to read:

Every vacancy for a Bargaining Unit position more than six (6) months duration and for every newly created position, shall be posted on the union board. The job posting shall state the job classification, rate of pay, shift schedule and required qualifications for the position and the closing date for the applications. An employee who wishes to apply for a posted position shall do so before the closing date as advertised on the posting. Internal candidates shall be assessed first and if found qualified, offered the position. If no internal candidates are found qualified, external candidates found qualified may be appointed.

34.05 Add the following:

The word “position” means any other team, unit, work location in Comox or on another DND or PWGSC property, any other classification, job title and/or any other job.



ARTICLE 35 BENEFITS

35.02 Amend to read:

All employees are eligible to receive a company matching contribution of 6% of their yearly basic rate of pay, as established on April 1st of each year.

35.03 (b) Amend to read:

Add dental coverage with the employer paying 100% of the premium cost and a maximum benefit of \$2,000 per year for basic and major services combined. Incorporate an orthodontic plan.

35.03 (c) Amend to read:

Add dental coverage with the employer paying 100% of the premium cost and a maximum benefit of \$2,000 per year for basic and major services combined; move from any prescribed drug plan to a managed drug plan with a 20% co-pay to a maximum of \$70.00 per prescription; annual paramedical coverage of \$1500.00; 2X annual wage for life insurance coverage. Incorporate an orthodontic plan.



35.04 NEW

In the event that during the term of this collective agreement Aerospace Division of IMP or any of its affiliates or any corporation that IMP becomes a shareholder, such as Cascades Aerospace, provides a change to the existing benefits coverage as described in this article, that change will be offered to UNDE Local 1018.



**ARTICLE 36
TRADES AND MAINTENANCE**

36.03 Amend to read:

Every twelve (12) months, or earlier if replacement is needed due to damage, Employees deemed by the Employer to require safety boots, will be reimbursed up to a maximum of two hundred & fifty dollars (\$250.00) for CSA approved safety boots upon presentation of a receipt.



DISCUSSION ITEMS

The following represent areas where the PSAC would like to have a discussion with the employer. As a result of these discussions, PSAC reserves the right to table bargaining proposals, if warranted.

1. Hearing testing
2. Social Justice Fund
3. Sick leave
4. Staffing
5. Shift
6. Deployment
7. Call-In
8. Isolated/3rd World Country/Northern deployments
9. BC Medical Coverage
10. Outstanding grievances

