EMPLOYER INITIAL NON-MONETARY PROPOSALS

FOR THE

ELECTRONICS (EL) GROUP

NEGOTIATIONS FOR THE RENEWAL

OF THE COLLECTIVE AGREEMENT

EXPIRED ON AUGUST 31, 2026

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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, attached are the Employer initial non-monetary proposals for the negotiation of a single collective agreement covering employees who are members of the Electronics (EL) 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 (**example**) and proposed deletions are denoted by blue font and strikethrough (~~example~~).

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.

VARIOUS ARTICLES
PAY SIMPLIFICATION

The Employer reserves the right to table pay simplification related proposals.

VARIOUS ARTICLES
OVERTIME, CALL-BACK, STANDBY, DESIGNATED HOLIDAYS

The Employer wishes to discuss these provisions.

ARTICLE 2
INTERPRETATION AND DEFINITIONS

The Employer wishes to discuss the following definitions:

o. “non-operating employee”

p. “operating employee”

ARTICLE 12
CHECK-OFF

12.01 The Employer will, as a condition of employment, deduct an amount equal to the membership dues from the monthly pay of all employees in the bargaining unit.

12.02

a. The Local shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 12.01. **In addition, the Local 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.**

~~b. Any adjustment to an individual's dues deduction, other than as provided in 12.07, or a general dues adjustment, shall be made annually within sixty (60) days after the receipt by the Union of the "all employee list" as provided in clause 13.01.~~

ARTICLE 17
VACATION LEAVE

17.04 Leave, general

An employee shall not earn **or be granted** leave credits under this agreement in any month **nor in any fiscal year** for which leave has already been credited **or granted** to him or her under the terms of any other collective agreement ~~to which the Employer is a party~~ or under other rules or regulations ~~of the Employer~~ **applicable to organizations within the federal public administration, as specified in schedules I, IV or V of the *Financial Administration Act*.**

ARTICLE 18
OTHER LEAVE WITH OR WITHOUT PAY

The Employer wishes to discuss the following clauses:

18.03 Maternity leave without pay

18.04 Maternity allowance

18.05 Special maternity allowance for totally disabled employees

18.06 Parental leave without pay

18.07 Parental allowance

18.08 Special parental allowance for totally disabled employees

ARTICLE 18
OTHER LEAVE WITH OR WITHOUT PAY

18.09 Leave without pay for the care of immediate family

a. Both parties recognize the importance of access to leave for the purpose of care for the immediate family.

b. For the purpose of clause 18.09, family is defined as spouse, common-law partner resident with the employee, children (including foster children or children of spouse or common-law partner), parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.

c. Subject to paragraph 18.09(b), **at the discretion of the Employer,** an employee **may** ~~shall~~ be granted leave without pay for the care of immediate family in accordance with the following conditions:

   i. 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;

   ~~ii. leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery;~~

   ~~iii.~~ **ii.** notwithstanding (i) ~~and (ii)~~ above, ~~subject to operational requirements~~ **at the discretion of the Employer**, an employee may be granted leave for a period of less than four (4) months which encompasses all or part of the period extending from July 1 to August 31. In such cases, 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~~ **no later than May 1**;

   ~~iv.~~ **iii.** leave granted under this clause shall be for a minimum period of three (3) weeks;

d. 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.

e. An employee who has proceeded on leave without pay may change his or her return-to-work date if such change does not result in additional costs to the Employer.

ARTICLE 18
OTHER LEAVE WITH OR WITHOUT PAY

18.11 Leave without pay for family-related needs

(...)

f. 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.

18.12 Leave without pay for relocation of spouse

(...)

c. 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 18
OTHER LEAVE WITH OR WITHOUT PAY

18.13 Leave with pay for family-related responsibilities

(...)

c. Subject to paragraph 18.13(b), the Employer shall grant the employee leave with pay under the following circumstances:

i. **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 as far in advance as possible~~**. An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible**;

(...)

v. to attend school functions **related to the employee's child**, if the supervisor was notified of the functions as far in advance as possible;

ARTICLE 23
HOURS OF WORK

The Employer reserves the right to table additional proposals pertaining to this article.

23.04 Non-operating employees

a.

i. Normal scheduled hours of work for non-operating employees shall be thirty-seven decimal five (37.5) hours per week consisting of five (5) consecutive days, Monday to Friday inclusive, each day to be seven decimal five (7.5) hours (exclusive of a meal break) between the hours of ~~07:00~~ **06:00** and 18:00 local time.

~~ii. Notwithstanding subparagraph (i), at the request of the employee and with the approval of the Employer, the stated hour of 7:00 may be modified to 6:00. Where such agreement has occurred, the Employer will notify the local union representative or the IBEW business office of the change in the scheduled hours of work.~~

b. These employees will be provided with a scheduled unpaid meal break of not less than thirty (30) consecutive minutes nor more than one (1) hour commencing between one half (1/2) hour prior to and one (1) hour following the mid-point of the normal work period except that a meal break of less than thirty (30) minutes may be granted to compensate for summer hours. It is recognized that in extenuating circumstances the meal break may be advanced or delayed because of work requirements. However, if the employee is able to take a meal break of at least a half (1/2) hour's duration commencing within the time prescribed it shall be considered as satisfying the requirements of this clause. If an employee is not able to take a meal break within the prescribed time period the period of the meal break shall be counted as time worked.

(...)

~~**23.08 Shift times, operating employees**~~

~~a. The starting and finishing times of normal shifts will be as follows:~~

- ~~00:00 to 08:00 local time~~
- ~~08:00 to 16:00 local time~~
- ~~16:00 to 24:00 local time~~

~~b. The Employer may schedule shifts to commence not more than one (1) hour before or one (1) hour after the times outlined above.~~

~~c. Before scheduling shifts more than one (1) hour before or one (1) hour after the times listed above the Employer will consult with the Local.~~

~~d. There shall be an equitable distribution of shift work among available qualified employees.~~

~~e. When the scheduled shift hours are modified in accordance with paragraphs 23.08(b) and (c), then a day as defined in clause 23.01 is modified accordingly.~~

Consequential renumbering

(…)

23.11 Change in shift, operating employees

a. In the event that an individual employee's shift hours and/or days of work are changed to accommodate to an unanticipated absence of an employee, not initiated by the Employer, and less than **five** ~~fifteen~~ (~~1~~5) days' advance notice of such change is given, the employee shall be paid a premium equal to the amount shown in note 6 of Appendix B-1 for work performed on the first (1st) scheduled shift changed in addition to his or her daily rate of pay. When an employee works less than three decimal seven five (3.75) hours of the first scheduled shift changed no premium will be paid.

b. In the event that an individual employee's shift hours and/or days of work are changed for reasons other than accommodating to an unanticipated absence of an employee not initiated by the Employer, and less than **ten (10)**~~twenty-one (21)~~ days' advance notice of such change is given, the employee shall be paid a premium equal to the amount shown in note 6 of Appendix B-1 in addition to his or her daily rate of pay for work performed on each of the changed scheduled shifts for which **ten (10)** ~~twenty-one (21)~~ days' advance notice was not given, up to a maximum of three (3) such shifts. When an employee works less than three decimal seven five (3.75) hours of any scheduled shift changed no premium will be paid for that shift.

c. Any return to the employee's previous hours and/or days of work will not be considered a change subject to premium pay under this clause, unless the return is delayed beyond ten (10) working days following the date of notification of the change.

d.

   i. The above shall not apply to an employee who requests a change.

   ii. The above shall **not** apply to an employee assigned to a course away from his/her assigned workplace.

e.

i. Notwithstanding the above, a change to an employee's shift schedule shall not reschedule the first (1st) group of previously scheduled days of rest. The "first group of previously scheduled days of rest" means the days of rest shown on the employee's unchanged shift schedule, immediately following but not necessarily contiguous to the day prior to the change.

ii. An employee required to work on the "first group of previously scheduled days of rest," will be compensated for those days, at the applicable overtime rate as specified in clauses 24.05 and 24.06, but will not be entitled to the premiums provided in paragraphs 23.11(a) and (b).

(...)

23.16 In accordance with clause 23.03 and notwithstanding clauses 23.04 and 23.15, the following shall apply to employees aboard ship:

a. On ships where operational requirements demand that the employee conform to a sea watch system and the sea watches are two (2) non-rotating four (4) hour duty periods each followed by an eight (8) hour non-duty period or are rotating four (4) hour sea watches followed by an eight (8) hour non-duty period where the rotating is achieved by splitting the 16:00 to 20:00 hours sea watch, the employee shall work those sea watches.

~~b. On ships where there is no operational requirement to conform to that sea watch system but where the presence of employees is required twenty-four (24) hours a day, the employees concerned shall be subject to clause 23.08.~~

Consequential renumbering

ARTICLE 24
DAYS OF REST

24.05 Work performed on a day of rest shall be paid at one and one half (1 1/2) times an employee's straight-time hourly rate for the first (1st) seven decimal five (7.5) hours (exclusive of a meal break) and twice (2X) the employee's straight-time hourly rate for all hours in excess of seven decimal five (7.5) hours for that day.

24.06 In an unbroken series of consecutive and contiguous days of rest, an employee shall be paid at twice (2X) his or her straight-time hourly rate on a second or subsequent day of rest**, provided that the employee also worked on the first (1st) day of rest**.

(...)

ARTICLE 27
TRAVEL

27.05 When in the performance of his or her duties an employee is required by the Employer to travel by authorized means of transport, time necessarily spent in such travel shall be considered as time worked and compensated for as follows:

(...)

d. Travel on designated holidays and days of rest

At twice (2X) the employee's straight-time hourly rate for hours travelled or any combination of travel and work in excess of seven decimal five (7.5) hours (exclusive of a meal break) on a designated holiday or first (1st) day of rest and all hours on a second (2nd) and subsequent day of rest**, provided that the employee also worked or travelled on the first day of rest**, except that where good sleeping accommodation is provided or available at no expense to the employee and the employee has eight (8) continuous hours between 21:00 and 08:00 hours to utilize such accommodation, that eight (8) hours shall be exempt from payment.

ARTICLE 26
DESIGNATED HOLIDAYS

26.03 Subject to clauses 26.05 and 26.06 the following shall apply to non-operating employees:

(...)

d. when a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday**, up to 7.5 hours pay at the straight-time rate** shall not count as a day of leave;

ARTICLE 31
SEA DUTY

The Employer wishes to discuss this article.

ARTICLE 32
SEA TRIALS ALLOWANCE

The Employer wishes to discuss this article.

ARTICLE 34
CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

34.02 The value of the CSSDA shall be two thousand one hundred forty dollars ($2,140) annually. ~~Except as prescribed in clause 34.04 below, t~~**T**his 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.~~ **Except as prescribed in clause 34.04 below, an employee shall be paid the allowance for every regular workday where they receive pay. An employee shall not be entitled to the allowance for periods they are on leave without pay or under suspension.**

34.03 Where the employee's basic ~~monthly~~ **daily** pay entitlement (including any applicable allowances) in the position to which he or she is temporarily acting or assigned is less than his or her ~~monthly~~ **daily** pay entitlement plus the CSSDA in his or her substantive position, the employee shall retain the CSSDA applicable to his or her substantive position for the duration of that temporary period.

(...)

34.05. 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* (RA)~~

ARTICLE 44
TECHNOLOGICAL CHANGE

44.02 With this in view, and recognizing the extensive lead time required for the selection, installation and proving of sophisticated electronic equipment, the Employer agrees to provide as much advance notice as is practicable but not less than ~~six (6) months'~~ **ninety (90) days'** notice to the Union of any major technological change in electronic equipment which would result in changes in the employment status or working conditions of employees as provided for in this agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.

ARTICLE 54
PAY ADMINISTRATION

(NEW)

54.19 No Pyramiding

Payments provided under the days of rest, overtime, designated holidays, travel, call-back, and standby provisions of this agreement shall not be pyramided, that is, an employee shall not receive more than one (1) compensation for the same service.

ARTICLE 60
DURATION AND RENEWAL

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

a. The effective dates for economic increases will be specified in this **collective** agreement. Other provisions of th~~e~~**is** collective agreement will be effective as follows:
   i. All components of th~~e~~**is collective** agreement unrelated to pay administration will come into force on signature of **this collective** agreement unless otherwise expressly stipulated.
   ii. Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of **this collective** agreement, on the date at which prospective elements of compensation increases will be implemented under b)(i).
   iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in th~~e~~**is** collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in a)(ii).

b. Th~~e~~**is** collective agreement will be implemented over the following time frames:
   i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty(180) days after signature of **this collective** agreement where there is no need for manual intervention.
   ii. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of th~~e~~**is collective** agreement where there is no need for manual intervention.
   iii. Prospective compensation increases and retroactive amounts that require manual processing will be implemented within four hundred and sixty (460) days after signature of **this collective** agreement.

60.02 This **collective** agreement shall expire on August 31, 20~~26~~**XX**.

MEMORANDA OF UNDERSTANDING

The Employer wishes to discuss the following Memoranda of Understanding:

1-09 Level examinations / Transport Canada / Fisheries and Oceans Canada

2-09 Work sites / egress difficulties

4-09 Isolated posts / length of assignment

5-09 Isolated posts / hours of work

6-09 Shipping / private automobile

7-09 Vehicle/liability

8-09 Development of employees and examiner premium (DEEP)

9-09 Punch clocks

10-09 Professional development

11-09 Department of National Defence / battery testing

12-09 Electronic Systems Instructors orientation

13-09 Shipboard assignment / rotation

14-09 New employees / shop steward

15-09 Leave for Union business