

GOVERNMENT LICENSED PROFESSIONALS

KNOW YOUR AGREEMENT

ARTICLE 15 | OVERTIME, SHIFT WORK AND STANDBY (OSS)

OSS has been a long-standing feature of the PEA Collective Agreement since the concept was first negotiated in 1978.

What is OSS?

OSS provides a special compensation of 7% of basic salary earned for each calendar year. It is an in lieu payment of direct compensation for all overtime, shift work, and standby work. OSS is not considered basic salary for the purpose of calculating any benefits or other premium entitlements (e.g., pension).

Who is eligible for OSS?

OSS is provided to regular full time employees who are members of the PEA.

Part-time employees are not eligible for OSS, instead, they get overtime as per Article 16. Auxiliary employees are also not eligible as it is stipulated that it is for regular employees.

How does this compensation work?

OSS can be taken as a payment of 7% of basic salary or it can be taken partially, or in whole, as time off. Employees designate (as per Article 15.03 [b]) which portion they wish to take in time-off and which portion they wish to be paid out.

For the portion that is elected to be paid out in cash, it is paid by February 28th of the following year.

Time off may be taken at any time mutually agreed to between the employer and the employee, provided that any time off earned in a particular calendar year but not taken by March 31st of the following calendar year shall be paid for in cash.

If an employee ceases to be covered by Article 15 for any reason, any time off earned but not taken shall be paid for in cash.

What do I have to do to earn OSS?

OSS is earned throughout the year and is based on basic salary earned. Since OSS is a plan that operates in lieu of conventional overtime compensation, it is expected that employees who work more than their

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regular hours of work are not compensated with extra payment (e.g., time and a half).

Do I have to put in extra hours equivalent to 7% to qualify for OSS?

No. OSS is not based on the amount of extra hours actually worked. There is no requirement that an employee must work extra hours that add up to 7% or more. In reality, some PEA members work extra hours that add up to more than 7%, others work less.

What if I put in a lot of extra hours on emergency situations?

PEA members who put in extra hours on projects that are considered provincial emergencies may be eligible for payment based on Information Appendix H in the PEA collective agreement, Leave for Meritorious Service in Response to Emergencies.

How does OSS work with our Hours of Work schedules in Article 13 of our Collective agreement?

Article 13 provides the terms and conditions for the hours that an employee is expected to be at work. It says that the average weekly hours of work, exclusive of meal periods, shall be 35 hours.

Within the hours of operation (determined by the employer) employees' work schedules shall be determined by mutual agreement within each work unit. In other words, the employee and the manager must both agree to the work schedule. OSS is work that happens outside that schedule.

Am I expected to work after my normal work day and on weekends with no extra pay?

OSS is for unscheduled work that arises as a part of the work day or work week. For instance, when there is a pressing need to finish a project that is in progress, the 7 hour day or 35 hour week may not provide enough time to complete the work. In those circumstances work may be done after the normal work hours or even occasionally on a weekend.

An occasional, incidental requirement to work an evening or weekend day is just part of the deal that comes with OSS: members are assured of 7% of annual pay as overtime compensation; the employer is assured that employees will perform their professional work according to agreed timelines and, if necessary, will put in the extra hours that may be needed to get the job done.

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Can the employer schedule me to work extra hours and say it is covered by OSS?

No, the collective agreement does not allow the employer to schedule extra work in advance over the normal schedules that have been agreed to under Article 13. If this were the case the employer could insist that PEA members work 24/7 but be paid only for 35 hours per week. This would be an abuse of the terms and conditions of the collective agreement.

The PEA Main Agreement does provide, at Clause 13.01, that work schedules are determined by mutual agreement between employees and management. The employer does not have the unilateral right to fix work schedules.

What if the employer schedules me to work after my normal work day hours or on the weekend?

If a PEA member is faced with a requirement by their manager to work extra hours outside the regular working times on a scheduled basis, the member should remind the employer that the collective agreement in Article 13 stipulates that they work 35 hours on average per week and that the hours of work schedules must be mutually agreed.

The member should seek an agreement with local management to modify the work schedule to include the requirement within the regular work schedule.

Article 13 of the Agreement provides that if the employees and local management are not able to agree on a schedule, the matter can be referred to a joint committee for resolution. The committee is chaired by a neutral third-party who has authority to settle unresolved issues and impose a work schedule when the parties are not able to agree among themselves.

Does the employer have the right to schedule extra hours?

The PEA collective agreement contains no language entitling the employer to schedule overtime work. Where the employer is in a position to predict that given work will be regularly required on a workday evening or a Saturday or a Sunday, and where those times fall outside the employee's regular work schedule, an agreement must be worked out that is mutually acceptable to both the employer and the employee.

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The PEA collective agreement does not entitle the employer to add the required hours to the employee's work schedule, thereby raising the average to more than 35 hours a week.

Clause 13.01 is not subject to any proviso that the employer may increase scheduled hours of work in consideration of the 7% OSS compensation.

Under Article 13.01(b) it may be appropriate to suggest that the schedule be adjusted in order to incorporate the weeknight/Saturday/Sunday work so that the average scheduled hours do not exceed 35.

What can I do if the employer insists on unilaterally imposing a schedule of extra hours?

If a PEA member is faced with a manager who is insistent on unilaterally scheduling extra hours, the member should respectfully tell their manager that they believe that this may be in non-compliance with the collective agreement and request the manager to postpone their directive until they have had a chance to talk with their union representative.

The member should then call their Local Rep or their Labour Relations Officer at the PEA. If the employer's requirement is not in compliance with the collective agreement, the Local Rep or LRO can have discussions with the manager or the PSA to assist the manager in compliance with the collective agreement.

If the manager fails to align their decision with the collective agreement, the PEA can file a grievance that the collective agreement has been violated.

Do I have the right to choose to take OSS as time off or pay?

Yes. Article 15.03 (b) states that the employee has the right to make the decision to take OSS in cash or time off. This decision is made at point in time during the year that is determined by the employer.

If the employee fails to make the decision during that time limit then the employer has the right to decide if it is to be in cash or time off. An option, once made by the employee, may not be changed until the next calendar year.

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What happens if I elect a full or partial cash option?

The cash payment is made once annually by February 28th of the year following that in which the OSS was earned.

Any time off not taken or not paid will be finally paid out by May 31st of the following year the OSS was earned.

When can OSS time off be taken?

Time off may be taken at any time mutually agreed to between the employer and the employee. If an employee leaves the PEA, any time off earned but not taken shall be paid for in cash.

Is OSS part of my basic salary?

OSS is not considered part of the employee's basic salary for the purpose of calculating any benefits or other premium entitlements. It is not considered part of salary when calculating Short Term Illness or Injury Plan (STIIP), Long Term Disability (LTD), Recruitment and Retention Adjustments (RRAs) or Pension.

Can I use OSS to top up STIIP when I am off work for medical reasons?

Yes, and we recommend that you do. There are advantages to topping up STIIP payments from 75% of basic salary to 100%.

OSS is earned while on STIIP but only if you top up STIIP from existing OSS or vacation entitlements. If a person has topped up their STIIP the whole amount of the STIIP plus top up counts for purposes of calculating OSS.

However, if a person doesn't top up STIIP with OSS, the STIIP amount doesn't count for any of the OSS calculation. The reasoning for this is that OSS is based on basic salary, so if a person is not getting basic salary then they are not eligible for OSS accrual. For this reason, it is important to top up STIIP payments to 100% whenever possible. For topped-up STIIP to be included in base pay an employee must have worked at least 10 days in a given month.

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The 75% benefit may be supplemented, at the employee's option, at the rate of 25% of actual duration of absence due to illness or injury by the use of the following in descending order:

- (i) Accumulated sick leave credit under the old sick leave plan;
- (ii) Compensatory time off (CTO) where Article 15 is not applicable to that employee.
- (iii) Banked earned time off (ETO), excepting where scheduled in a shift schedule;
- (iv) Unused pre-retirement leave pursuant to Article 14 or unused time off where an employee has elected time off pursuant to Article 15 and such time off has not been paid out;
- (v) Earned vacation entitlement;
- (vi) Unearned vacation entitlement to a maximum of 70 hours.

Does time spent on vacation or STIIP earn OSS?

Good news, OSS is earned while an employee is on vacation.