GOVERNMENT LICENSED PROFESSIONALS

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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).

Starting January 1, 2027, existing regular full-time employees and new employees upon hire can make a one-time permanent election to convert half of their OSS to basic pay. The converted portion, equal to 3.5% of basic salary, will be paid biweekly and included in pension calculations. Employees who make this election will continue to receive the remaining 3.5% as OSS.

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?

The portion of OSS that has not been converted to basic pay may be taken as a cash payment, as time off or as a combination of both. Employees designate, in accordance with Article 15.03(b), how much of their OSS they wish to take as time off and how much they wish to receive in cash.

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.

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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 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%, while 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 compensation as described in 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 employees 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.

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 additional hours beyond the normal schedule agreed to under Article 13. Treating regularly scheduled additional hours as covered by OSS would be inconsistent with the hours-of-work provisions 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.

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 Representative (LRR) at the PEA. If the employer's requirement is not in compliance with the collective agreement, the Local Rep or LRR 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. If you elect to take half of your OSS as an addition to basic pay for pension purposes, then you would have 3.5% for the OSS annual election to take as time off or cash. If you opt not to convert half of your OSS to basic pay, then you would have the annual election for 7% as time off or cash.

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 a point in time during the year that is determined by the employer.

If the employee fails to make the decision during that annual time 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.

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?
Effective January 1, 2027, an employee who makes the one-time election to convert 50% of their OSS will have that portion, equal to 3.5% of basic salary, added to their basic pay and included in pension calculations. The remaining 3.5% will continue to be treated as OSS and will not form part of basic salary for these purposes.

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

When can OSS time off be taken? If I have an RRA, is the 3.5% calculated on my base salary or does it included the RRA?
The 3.5% weekly OSS pensionable pay is calculated on base salary and does not include RRAs.

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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.

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.

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What is different about the OSS selection for 2027?
Effective January 1, 2027, regular full-time employees will have a one-time permanent election to convert 50% of their OSS to basic pay. The converted portion, equal to 3.5% of basic salary, will be paid biweekly and included in pension calculations. Employees who do not make this election will continue to receive the full 7% as OSS under the existing process. Employees who convert 50% will continue to make an annual selection for the remaining 3.5% of OSS.

How will I make this one time selection?
When you receive your OSS selection form for 2027, it will include the one-time election to convert 50% of OSS to basic pay. Employees will have 60 days from the date they receive the form to make this permanent election.

If I don't respond in 60 days, what will happen?
If an employee is at work and does not respond within 60 days, 50% of their OSS will automatically be converted to basic pay for pension purposes and paid biweekly. The employee will continue to make the annual selection for the remaining 3.5% of OSS.

Will I pay dues on the OSS that is converted to base pay?
Yes. Once converted, the 3.5% becomes part of the employee's biweekly basic pay. It will be included in pension calculations and will be subject to union dues and other applicable payroll deductions.

What if I am on leave when the selection comes?
If an employee is on an approved leave (e.g., LTD, parental, etc.) when the selection form is issued, their 60-day election period will begin when they return to work.

If I go on a temporary assignment to an excluded role, do I make the selection each time I return to the PEA?
No. The election is made once and applies to the employee's base position. If an employee temporarily leaves the bargaining unit for an excluded role while retaining a PEA bargaining-unit base position, their election will remain in effect when they return.

However, if you resign your PEA position and come back to the bargaining unit later, you would make a new selection about your OSS.