



Changes Specific to the Maintenance and Operational Services Tentative Agreement 2022-26

DISCLAIMER:

If there are any discrepancies between this document and the official tentative agreement or interpretation thereof, the latter shall prevail.

This document is meant for information purposes only. Members should read the entirety of their tentative agreement and ask questions, if necessary, before casting their vote.

The following is an overview of the changes contained in the Maintenance and Operational Services (MOS) tentative agreement.

Article 11 – Overtime

11.02 (b)(vii)(a)

Employees shall be considered to have had an opportunity to work overtime for all hours declined, unable to be contacted (supported by written confirmation by the Employer that an attempt was made) or for periods when they are on any type of approved leave with or without pay (**calculation shall only include hours when the individual would have been off duty**), with the **exception of sick leave, bereavement leave, union leave, up to five (5) consecutive days** and those OH&S meetings, Provincial public service interviews and training seminars arranged by the Employer, or MOS contract negotiations. Employees who have had the opportunity to work overtime shall be charged on the basis of the average overtime actually worked by the other employees in the respective classification and headquarters area. The daily average will be the total hours worked divided by the number of employees in the classification concerned.

EXPLANATION: This clause is intended to deal with the equalization of overtime in each depot. It has

been the practice that supervisors were marking (on the overtime list) the hours the individual was on any leave against the individual when they would not have the opportunity to work those hours if they had been on shift. This language should eliminate this practice and ensure that only overtime hours the individual would have had an opportunity to work are included.

Article 18 – Special Leave

18.05 Extended Unpaid Leave

Upon written request, an employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. An employee shall be entitled to up to a maximum of twelve (12) months unpaid leave for each two (2) years of service

with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. In any event the maximum seniority which an employee may accrue under this Clause is one (1) year. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks. An employee will not be granted extended unpaid leave to take another position with the same Employer whether inside or outside a bargaining unit. **An employee can return from leave with a minimum of two weeks notice where operations permit.**

EXPLANATION: The previous contract did not specify a period of notice if the individual wished to return early from extended unpaid leave. It has been the practice to allow individuals to return with two weeks' notice. This language will confirm this practice.

Article 23 – Temporary Assignment

23.08(b)

Employees who are temporarily assigned outside the bargaining unit shall continue to accumulate seniority and have access to the grievance procedure as if they were still covered by this

Agreement. **An employee who works in one or more positions outside the bargaining unit with the same employer shall have service for seniority in that position credited to the employee based on actual hours worked, excluding overtime up to a lifetime maximum of three years (6240 hours).**

EXPLANATION: It has been the practice that individuals can be temporarily assigned outside the bargaining unit during winter or summer operations in a supervisor's position and return to bargaining unit positions when the season was finished. There has been no limit on how many times or for how long this could continue. While in those positions, members continued to gain seniority. This will place a limit on the overall time individuals could be in those positions and gain seniority and protection.

Article 28 – Seniority

Bumping Procedure

28.04(c)(i)

An employee who is to be laid off in accordance with 28.04 (a) or who is not recalled when a recall occurs within his Region, shall have the option to bump, provided the employee retained or recalled in accordance with this procedure is qualified and able to perform the duties required, as follows:

- a) he may elect to bump a less senior employee within his Department and within his unit (as defined by the Department) who has the least seniority in a classification covered by this Agreement; or
- b) he / she may elect in the first instance to bump a less senior employee within a unit of his / her choice and within his / her Department and within his / her Region who has the least seniority in a classification covered by this Agreement.
- c) **the employee(s) is required to submit their intention to bump, in writing, to the employer no later than the halfway point of their notice period in an effort to lessen disruption to service delivery and payroll. For the purpose of this article the halfway point shall mean day 5.**

28.04(c)(ii)

The employee who is bumped in accordance with this procedure shall be deemed to have been given notice of layoff with effect from the date that the employee who bumped him was given notice of layoff. **28.04(c)(i)(c) will not apply in these circumstances.**

28.04(c)(vi)

An employee who chooses to bump another employee in accordance with this procedure, must exercise that right in writing before **the halfway point of their notice period in an effort to reduce disruption to service delivery and payroll the date he would otherwise be laid off** (excluding cases where payment in lieu of notice is given, in which case the prescribed notice period will apply) or within ten (10) days of the occurrence of a recall

within his Region (as defined by the Department). Employees who have indicated their intention to bump will not be required to assume the new position until the prescribed layoff notice period has expired. In the case of multiple layoff notices occurring at the same time, the most senior employee will bump first. For the full duration of the notice period, where pay in lieu of notice is provided, employees will continue to accumulate seniority.

EXPLANATION: There was an issue where individuals were waiting until the ten-day notice period was up to indicate their intention to bump. This did not leave any time for the individuals who were bumped to exercise their bumping rights. These language changes address this issue.

Still have questions about your collective agreement?

Call 1-833-414-1097 or 709-754-9062.

This hotline is staffed:

September 21-25 from 9 am to 8 pm NDT

September 26 from 9 am to noon NDT

NAPE