

PROGRAMME ADMINISTRATION (all employees)

Group Specific Agreement between the Treasury Board and the Public Service Alliance of Canada

Code 308/86

Expiry date: December 20, 1987



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ADMINISTRATION OF COLLECTIVE AGREEMENT

- Under the terms of an agreement reached between the President of the Treasury Board and the Public Service Alliance of Canada (the Alliance) in July, 1985, the parties agreed to a two-tier system of bargaining to apply to all members of Alliance bargaining units for which the Treasury Board represents the Employer.
- The first ther will consist of a single Master Agreement having its own expiry date, to be negotiated for all Alliance bargaining units and will incorporate terms and conditions of employment not included in matters to be negotiated at the second tier.
- 3. The second tier will consist of individual and separate collective agreements (Group Specific collective agreements) to be negotiated with each of the bargaining units with each having its own expiry date as negotiated by the parties.
- 4. The attached Group Specific collective agreement signed on April 25, 1986 reflects certain terms and conditions of employment that have been agreed to at the second tier as a result of negotiations between the Treasury Board of Canada and the Public Service Alliance of Canada on behalf of employees in the Programme Administration bargaining unit.
- 5. The articles and clauses identified in this Group Specific collective agreement replace and supersede certain articles and clauses in the Programme Administration collective agreement signed between the Alliance and the Employer on May 28, 1981 which was extended by the Public Sector Compensation Restraint Act and which expired on June 30, 1985. Except for those articles and clauses which

are replaced and superseded by the Group Specific collective agreement, all remaining articles and clauses of the expired collective agreement shall remain in force until such time as a Master Agreement is signed. Until a Master Agreement is signed, it will be both the Programme Administration Group Specific collective agreement and the expired collective agreement which will represent terms and conditions of employment for the Programme Administration bargaining unit.

6. Consequently the attached Group Specific collective agreement must be retained with the expired collective agreement until a Master Agreement is signed at which time the expired collective agreement will cease to have application. Upon signing of a Master Agreement, it will be the attached Programme Administration Group Specific collective agreement which will represent terms and conditions of employment for the Programme Administration bargaining unit.

THE TREASURY	BOARD	THE	PUBLIC	SERVICE	ALLIANCE

OF

CANADA

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****** Asterisks denote change from previous agreement.

ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

Delete Article 1 "Purpose of Agreement" in its entirety from the collective agreement signed between the Alliance and the Employer on May 28, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on June 20, 1985 and replace by the following:

- **1.01 The purpose of this Group Specific Agreement is to set forth certain terms and conditions of employment including rates of pay for all employees described in the certificate issued by the Public Service Staff Relations Board on the 24th day of July, 1968 covering employees of the Programme Administration Group.
- **1.02 The Master Agreement shall establish certain terms and conditions of employment which shall form part of this Agreement.
- **1.03 In the event there is a conflict between this Agreement and the Master Agreement with the exception of expiry dates and except where specifically modified by this Agreement through an exception made pursuant to Article 1.03(a) of the Master Agreement, the Master Agreement shall prevail.

ARTICLE 2

DEFINITIONS

Delete sub-clauses 2.01(b), (f), (1) and (q) from the collective agreement signed between the Alliance and the Employer on May 28, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on June 20, 1985 and replace by the following: 2

- 2.01 For the purpose of this Agreement:
- (b) "allowance" means compensation payable for the performance of special or additional duties;
- (f) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
- (1) "hourly rate of pay" means a full-time employee's weekly rate of pay divided by the normal number of hours in his work week;
- (q) "weekly rate of pay" means an employee's annual rate of pay divided by 52.126;

ARTICLE 7

RECOGNITION

/ Delete Article 7 "Recognition" in its entirety from the collective agreement signed between the Alliahge and the Employer on May 28, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on June 20, 1985 and replace by the following:

7.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on July 24, 1968, covering employees of the Programme Administration Group.

ARTICLE 9

TECHNOLOGICAL CHANGE

Delete Article 9 "Technological Change" in its entirety from the collective agreement signed between the Alliance and the Employer on May 28, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on June 20, 1985 and replace by the following:

- **9.01 The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the National Joint Council Work Force <u>Adjustment agreement concluded by the parties will</u> apply. In all other cases the following clauses will apply.
- **9.02 In this Article "Technological Change" means: D//6
 - (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized;

and

- (b) a change in the Employer's operation directly related to the introduction of that equipment or material.
- **9.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to **be** implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.
- **9.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

****9.05** The written notice provided for in clause **9.04** will provide the following information:

- (a) The nature and degree of change.
- (b) The anticipated date or dates on which the Employer plans to effect change.
- (c) The location or locations involved.
- **9.06 As soon as reasonably practicable after notice is given under clause 9.04, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in clause 9.04 on each group of employees. Such consultation will include but not necessarily be limited to the following:
 - (a) The approximate number, class and location of employees likely to be affected by the change.
 - (b) The effect the change may be expected to have on working conditions or terms and conditions of employment on employees.
- **9.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of his substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

ARTICLE 17

MEMBERSHIP FEES

entirety from the collective agreement signed between the Alliance and the Employeer on May 28, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on June 20, 1985 and replace by the following:

17.01 The Employer shall reimburse an employee for his payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of his position.

17.02 Membership dues referred to in Article 10 (Check-Off) of this Collective Agreement are specifically excluded as reimbursable fees under this Article.

ARTICLE 18

HOURS OF WORK

Delete Article 18 "Hours of Work" in its entirety from the collective agreement signed between the Alliance and the Employer on May 28, 1981, which was extended by the Public Service Compensation Restraint Act and which expired on June 20, 1985 and replace by the following:

General

18.01 For the purpose of this Article, a week shall consist of seven (7) consecutive days beginning at 00:00 hours Monday morning and ending at 24:00 hours Sunday. The day is a twenty-four (24) hour period commencing at 00:00 hours.

18.02 Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representative authorized to act on behalf of the Alliance for consultation purposes.

18.03 Day Work

Subject to clause 18.04, the scheduled work (a) week shall be thirty-seven and one-half $(37\frac{1}{2})$ hours from Monday to Friday inclusive, and the scheduled work day shall be seven and one-half (7¹/₂) consecutive hours, exclusive of a lunch period, between the hours of 7 a.m. and 6 p.m. $\frac{34}{373^{\circ}}$

- Employees shall be informed by written notice (b) of their scheduled hours of work. Any changes to the scheduled hours shall be by written notice to the employee(s) concerned.
- Subject to operational requirements as (c) determined from time to time by the Employer, an employee shall have the right to select and request flexible hours between 7 a.m. and 6 p.m. and such request shall not be unreasonably denied.
- 18.04
- (a) When scheduled hours, other than those provided in clause 18.03 (a), are in existence when this Agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and in such consultation will establish that such hours are required to meet the needs of the public and/or the efficient operation of the Service.

Where scheduled hours are to be changed so that they are different from those specified in clause 18.03 (a), the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and. in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the Service.

(b) It is understood that consultation under 18.04 (a) will be held at the local level for fact finding purposes and will be referred to the appropriate Employer/Alliance levels before implementation.

18.05 The weekly and daily hours of work may be varied by the Employer, following meaningful consultation with the Alliance to allow for summer and winter hours, provided the annual total of hours remains unchanged.

18.06 It is understood by the parties that the provisions of clause 18.04 will not be applicable in respect of employees whose work week is less than thirty-seven and one-half (371) hours per week.

18.07 Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his merece of the Employment in a period of other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37½) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are t scheduled as a normal work day for him. is are po

Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement. 18.08 Shift Work

When, because of the operational requirements of the Service, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees, over a period of not more than fifty-six (56) calendar days:

- (a) work an average of thirty-seven and one-half (37%) hours and an average of five (5) days per week;
- (b) work seven and one-half $(7\frac{1}{2})$ hours per day, exclusive of a one-half $(\frac{1}{2})$ hour meal period;
- (c) obtain an average of two (2) days of rest per week;
- (d) obtain at least two (2) consecutive calendar days of rest at any one time, except when days of rest are separated by a designated paid holiday which is not worked.

18.09 The standard shift schedule will be 12 midnight to 8 a.m.; 8 a.m. to 4 p.m.; 4 p.m. to 12 midnight, or alternatively 11 p.m. to 7 a.m.; 7 a.m. to 3 p.m.; 3 p.m. to 11 p.m.

18,10

(a) When shifts, other than those provided in clause 18.09, are in existence when this Agreement is signed, the Employer, on request, will consult with the Alliance on the timing of such shifts and in such consultation will establish that such shifts are required to meet the needs of the public and/or the efficient operation of the Service.

Where shifts are to be changed **so** that they are different from those specified in clause 18.09, the Employer, except in cases of

emergency, will consult in advance with the Alliance on the timing of such shifts and in such consultation will establish that such shifts are required to meet the needs of the public and/or the efficient operation of the Service.

(b) It is understood that such consultation will be held at the local level for fact finding purposes and will be referred to the appropriate Employer/Alliance levels before implementation.

18.11 Where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:

(a) on the day it commenced where half or more of the hours worked fall on that day,

or

(b) on the day it terminates where more than half of the hours worked fail on that day.

Accordingly, the first day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked his last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

18.12 It is recognized that certain continuous operations require <u>some employees</u> being on the job for a full eight (8) hour shift. In these operations, such employees will be paid for one-half ($\frac{1}{2}$) hour meal period because they will not be able to leave the work place for a meal break. Subject to clause 18.13, a specified meal period shall be scheduled as close to the mid-point of the shift as possible. The one-half (4) hour meal period will be subject to the applicable overtime provisions. 18.13 It is also recognized that the meal period may be staggered for employees on continuous operations. However, and subject to clause 18.12, the Employer will make every effort to arrange meal periods at times convenient to the employees.

18.14 The Employer will make every reasonable effort:

(a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift

and

(b) to avoid excessive fluctuation in hours of work.

18.15 The staffing, preparation, posting and administration of shift schedules is the responsibility of the Employer.

18.16 The Employer shall set up a master shift schedule for a fifty-six (56) day period, posted fifteen (15) days in advance, which will cover the normal requirements of the work area.

18.17 Provided sufficient advance notice is given, the Employer may:

(a) authorize employees to exchange shifts if there *is* no increase in cost to the Employer:

and

(b) notwithstanding the provisions of sub-clause 18,08(d), authorize employees to exchange shifts for days of rest if there is no increase in cost to the Employer.

18.18 An employee who is required to change his scheduled shift without receiving at least seven (7) days' notice in advance of the starting time of such change in his scheduled shift, shall be paid for the

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first shift worked on the revised schedule at the rate of time and one-half $(\frac{1}{2})$. Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

Every reasonable effort will be made by the Employer to ensure that the employee returns to his original shift schedule and returns to his originally scheduled days of rest for the duration of the master shift schedule without penalty to the Employer.

An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 7:00 a.m. and 6:00 p.m., as provided in clause 18.03, and who has not received at least seven (7) days' notice in advance of the starting time of such change, shall be paid for the first day or shift worked subsequent to such change at the rate of time and one-half $(1\frac{1}{2})$. Subsequent days or shifts worked on the revised hours shall be paid for at straight time, subject to the overtime provisions of this Agreement.

18.19 Notwithstanding the provisions of Clauses 18.08 to 18.18 and 18.22, consultation may be held at the local level with a view to establishing shift schedules which may be different from those established in Clauses 18.08 and 18.09. Such consultation will include all aspects of arrangements of shift schedules.

Once a mutually acceptable agreement is reached at the local level, the proposed shift schedule will be submitted at the respective Employer and Alliance/ Component Headquarter levels for approval before implementation.

Both parties will endeavour to meet the preferences of the employees in regard to such arrangements.

It is understood that the flexible application of such arrangements must not be incompatible with the intent and spirit of provisions otherwise governing such arrangements. Such flexible application of this clause must respect the average hours of work over the duration of the master schedule, and must be consistent with the operational requirements as determined by the Employer.

General

18,20 Nothing in this Agreement shall be construed as guaranteeing minimum or maximum hours of work.

18.21 The Employer may require employees to register their attendance in a form or in forms to be determined by the Employer.

Rest Periods

18.22 Except where operational requirements do not permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.

ARTICLE 19

OVERTIME

Delete Article 19 "Overtime" (except clause 19.01) from the collective agreement signed between the Alliance and the Employer on May 28, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on June 20, 1985 and replace by the following:

19.02 Assignment of Overtime Work

 (a) Subject to the operational requirements of the Service, the Employer shall make every reasonable effort to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees.

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- (b) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.
- 19.03 Overtime Compensation

Subject to clause 19.05 an employee at Levels PM-1, 1A, 2, 3, 4, 5, 6 or 7 who is required to work overtime on his scheduled work day is entitled to compensation at time and one-half $(1\frac{1}{2})$ for all overtime hours worked.

19.04 Subject to clause 19.05:

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- (a) an employee who is required to work on a first day of rest is entitled to compensation at time and one-half (1½) for the first seven and one-half (7½) hours and double (2) time
- thereafter; %///bo
 an employee who is required to work on a second or subsequent day of rest is entitled to compensation at double (2) time. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.
- (c) When an employee is required to report for work and reports on a day of rest, he shall be paid the greater of:
 - (i) compensation at the applicable overtime rate;

(ii) compensation equivalent to four (4) hours' pay at the straight-time rate, except that the minimum of four (4) hours' pay shall apply only the first time that an employee reports for work during a period of eight (8) hours, starting with the employee's first reporting.

19.05 An employee is entitled to overtime compensation under clauses 19.03 and 19.04 for each completed period of thirty (30) minutes of overtime worked by him:

 (a) when the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions;

and

(b) when the employee does not control the duration of the overtime work.

19.06 Employees shall record starting and finishing times of overtime work in a form determined by the Employer.

19.07 Overtime shall be compensated in cash except that, upon request of an employee, the compensation shall be in equivalent leave with pay unless the Employer, by reason of operational requirements is unable to grant such leave.

The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer will be paid for in cash.

The Employer shall endeavour to pay cash overtime compensation by the eight (8th) week after which it **is** earned.

19.08

**(a) An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed his expenses for one meal in the amount of five dollars (\$5.00) except where free meals are provided. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

**(b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he shall be reimbursed for one additional meal in the amount of four dollars (\$4,00), except where free meals are provided. Reasonable time with pay to be determined by management shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

19.09 For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.

19.10 Compensation under this Article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars unless the employee is required to attend by the Employer.

- 19.11
- **(a) If an employee is given instructions during his work day, to work overtime on that day and reports for work at a time which is not contiguous to hi5 work period, he shall be paid for the time actually worked, or a minimum of two (2) hour's pay at straighttime, whichever is the greater.

**(b) Employees of the Department of National Revenue, Customs and Excise and employees of Employment and Immigration Canada who are required to clear aircraft flights at a time which is not contiguous to the work period, shāll be paid the time actually worked or a minimum of two (2) hours' pay at straight time, whichever is greater.

19.12 When an employee is required to report for work and reports under the conditions described in clauses 19.04 and 19.11, and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

(a) ' mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his automobile when the employee travels by means of his own automobile.

or

(b) out-of-pocket expenses for other means of commercial transportation.

Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his normal place of work, time spent by the employee reporting to work or returning to his residence shall not constitute time worked.

ARTICLE 20

RULES OF GENERAL APPLICATION FOR LEAVE

Delete clause 20.06 from the collective agreement signed between the Alliance and the Employer on May 28, 1981, which was extended by the

Public Sector Compensation Restraint Act and which expired on June 20, 1985 and replace by the following:

20.06 When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, he is entitled during his period of leave to receive the allowance if the special or extra duties in respect of which he is paid the allowance were assigned to him on a continuing basis, or for a period of two (2) or more months prior to the period of leave.

ARTICLE 21

VACATION LEAVE WITH PAY

Delete Article 21 "Vacation Leave With Pay" (except clause 21.12) from the collective agreement signed between the Alliance and the Employer on May 28, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on June 20, 1985 and replace by the following:

21.01 The vacation year shall be from April 1st to March 31st of the following calendar year, inclusive.

Accumulation of Vacation Leave Credits

21.02 An employee shall earn vacation leave credits at the following rate for each calendar month during which he receives pay for at least ten (10) days:

**(a) She and one-quarter (14) days until the month in which the anniversary of his ninth (9) year of continuous employment occurs;

**(b) one and two-thirds (1 2/3) days commencing
with the month in which his ninth (9th)
44 / 9 anniversary of continuous employment occurs;

two and one-twelfth (2 1/12) days commencing (c) 🖊 with the month in which his twentieth (20th) 20 anniversary of continuous employment occurs; (d) notwithstanding the provisions of clause 21.02(c) an employee who is entitled to or who has received furlough leave, pursuant to clause 20.07, shall have his vacation leave credits earned under this Article, reduced by five-twelfths (5/12ths) of a day per month from the beginning of the month in which he completes his twentieth (20th) year of continuous employment until the beginning of the month in which he completes his twentyfifth (25th) year of continuous employment. Entitlement to Vacation Leave With Pay 21.03 An employee is entitled to vacation leave with pay to the extent of his earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation vear. '21.04 If, at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half $(\frac{1}{2})$ day, the entitlement shall be increased to the nearest half $(\frac{1}{2})$ day. Scheduling of Vacation Leave With Pay **21.05 Employees are expected to take all their (a)

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) An employee shall advise the Employer in writing, of his vacation request as soon as possible after April 1st, but before May 31st.

(c) Subject to operational requirements the Employer shall make every reasonable effort to schedule an employee's vacation leave in the vacation year in which it is earned and in a manner acceptable to the employee.

**21.06 The Employer shall give an employee as much notice as is practicable and reasonable of approval, rejection or cancellation of a request for vacation or furlough leave with pay. In the case of rejection or cancellation of such leave, the Employer shall give the written reason therefor, upon written request from the employee.

21.07 Where, in respect of any period of vacation leave with pay, an employee:

(a) is granted bereavement leave,

or

(b) **is** granted leave with pay because of illness in the immediate family,

or

(c) is granted sick leave on production of a medical certificate,

the period of vacation leave with pay *so* displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

21.08 Where in any vacation year an employee has not been granted all of the vacation leave with pay credited to him, the unused portion of his vacation leave shall be carried over into the following vacation year. Carry-over beyond one year shall be by mutual consent.

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21.09 During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the employees' daily rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on March 31st, of the previous vacation year.

**21.10 Recall from Vacation Leave - Cancellation of Vacation Leave

Subject to the operational requirements of the service, the Employer will make every reasonable effort:

- (a) not to recall an employee to duty after he has proceeded on vacation leave with pay
- **(b) not to cancel a period of vacation or furlough leave which has been previously approved in writing.
- 21.11
- (a) Where, during any period of vacation leave with pay, an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:
 - (i) in proceeding to his place of duty,

and

- (ii) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled, after submitting such accounts as are normally required by the Employer.
- (b) The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 21.10 (a) to be reimbursed for reasonable expenses incurred by him.

**21.12 When the Employer cancels a period of vacation or furlough leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

Leave When Employment Terminates

21.13 When an employee dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave with pay to his credit by the daily rate of pay **as** calculated from the classification prescribed in his certificate of appointment on the date of the termination of his employment.

21.14 Notwithstanding clause 21.13, an employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in clause 21.13, if he requests it within six (6) months following the date upon which his employment is terminated.

Advance Payments

21.15 The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.

** Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to the commencement of leave. Any overpayment



in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

ARTICLE 43

AGREEMENT RE-OPENER CLAUSE

Delete Article 43 "Agreement Re-Opener Clause" in its entirety from the collective agreement signed between the Alliance and the Employer on May 28, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on June 20, 1985 and replace by the following:

43.01 This Agreement may be amended by mutual consent.

ARTICLE 45

DURATION

Delete Article 45 "Duration" in its entirety from the collective agreement signed between the Alliance and the Employer on May 28, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on June 20, 1985 and replace by the following:

**45.01 The duration of the Collective Agreement shall be from the date it is signed to December 20, 1987.

45.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

- **45.03 Except as provided in this Group Specific collective agreement, all terms and conditions of employment applicable to the bargaining unit as embodied in the collective agreement signed between the Public Service Alliance of Canada (PSAC) and the Employer on the May 28, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on June 20, 1985 shall remain in force and shall be observed by the Employer and the PSAC, as was agreed to by both parties in the Procedures Governing "Master Agreement" Negotiations signed on July 28, 1985 and July 31, 1985, until the date of signing of the Master Agreement.
- **45.04 Notwithstanding clause 45.03, where the parties to the Master Agreement agree that a certain term or condition of employment will be a subject of negotiations in Group Specific negotiations, the parties to this Group Specific collective agreement agree to negotiate such term or condition of employment and where agreement is reached this Group Specific collective agreement will be re-opened pursuant to Article 43 to incorporate such provision.

ARTICLE 46

**

JOB SECURITY

**46.01 Subject to the willingness and capacity of individual employees to accept relocation and retraining, the Employer will make every reasonable effort to ensure that any reduction in the work force will be accomplished through attrition.

SIGNED AT OTTAWA. this 25th day of the month of April 1986. THE TREASURY BOARD THE PUBLIC SERVICE ALLIANCE OF OF CANADA CANADA

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APPENDIX "A"

PROGRAMME ADMINISTRATION GROUP

RATES OF PAY

- A Effective June 21, 1985
 B Effective June 21, 1986
 C Effective June 21, 1987

PM - TECHNOLOGICAL INSTITUTE RECRUITMENT

From:	\$	13912	to	21956	(with	increments	of	\$60)
To:	Α	14434	to	22779	(with	increments	of	\$60)
	В	14939	t o	23576	(with	increments	of	\$60)
	C	15178	to	23953	(with	increments	of	\$60 <u>)</u>

PM ~ DEVELOPMENT

From:	\$	15790	tо	24713	(with	increments	of	\$60)
To :	А	16382	to	25640	(with	increments	o f	\$60 <u>)</u>
	в	16955	to	26537	(with	increments	o f	\$60)
	С	17226	to	26962	(with	increments	of	\$60 <u>)</u>

PM-1A

From:	\$	22938	23848	24757	25668
To:	Α	23798	24742	25685	26631
	В	24631	25608	26584	27563
	С	25025	26018	27009	28004

PM-1

From: To:	Ă B	23712 24542	24777 25644	24909 25843 26748	26909 27851	27974 28953	29038 30054
	С	24935	26054	27176	28297	29416	30535

<u>PM-2</u>

From:	\$	27536	28699	29861	31021
To :	Å	28569	29775	30981	32184
	В	29569	30817	32065	33310
	С	30042	31310	32578	33843

A-2

PM-3

From: To:	\$ А В С	29876 30996 32081 32594	31081 32247 33376 33910	32281 33492 34664 35219	33487 34743 35959 36534	
<u>PM-4</u>						SOA
From: To:	\$ A B C	32598 33820 35004 35564	33977 35251 36485 37069	35355 36681 37965 38572	36734 38112 39446 40077	
PM-5						
From: To:	\$ A B C	38957 40418 41833 42502	40614 42137 43612 44310	42272 43857 45392 46118	43931 45578 47173 47928	·
<u>PM-6</u>						
From: To:	\$ A B C	45702 47416 49076 49861	47666 49453 51184 52003	49628 51489 53291 54144	51591 53526 55399 56285	
<u>PM-7</u>						
From: To:	\$ A B C	47414 49192 50914 51729	to 5798 to 6016 to 6226 to 6326	2 8		

PAY NOTES

Delete clauses 27.06, 27.07, 27.08 and 27.11 and Pay Notes (1) and (2) from the collective agreement signed between the Alliance and the Employer on May 28, 1981 which was extended by the Public Sector Compensation Restraint Act and which expired on June 20, 1985 and replace by the following new pay notes. PAY INCREMENT

 The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after April 23, 1976 shall be the first Monday following the pay increment period listed below as calculated from the date of the promotion, demotion or appointment from outside the Public Service.

	PAY INC	REMENT PERIODS	8/14
Level	Full-Time Employees	Part-Time	Employees
		<pre> Time or more but less than full-Time </pre>	1/3 Time or more but less than half-time
РМ-Т.І.Я. РМ ОЕУ.	26 weeks	52 weeks	78 weeks
PM-1 to 6	52 weeks	104 weeks	156 weeks

- 2. (a) For employees in the Programme Administration -Technological Institute Recruitment range, an increase at the end of an increment period shall be to a rate in the pay range which is one hundred and twenty dollars (\$120) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.
 - (b) For employees in the Programme Administration Development range, an increase at the end of an increment period shall be to a rate in the pay range which is two hundred and forty dollars (\$240) higher than the rate at

which the employee is being paid or, if there is no such rate, to the maximum of the pay range.

3. Pay increments within the Level PM-7 performance pay range shall be in accordance with the Performance Pay Regulations, except that the term "increment" in the Regulations shall mean an amount equal to \$500 for the performance pay ranges effective June 21, 1985, June 21, 1986 and June 21, 1987 respectively, provided the maximum of the ranges is not exceeded.

PAY ADJUSTMENT (PM-TIRL, PM-DEV, PM-7)

- 4. An employee in the Programme Administration -Technological Institute Recruitment or Development ranges shall be paid in the (A) or (B) or (C) range shown in Appendix "A" at the rate of pay he was/is being paid on the effective dates.
- 5. An employee being paid in the Programme Administration - Technological Institute Recruitment or Development ranges shall have his rate of pay increased on:
 - January 1, 1986, by an amount equal to the difference between the relevant 1985 and 1986 technological institute or university recruiting rate, as applicable,
 - (b) January 1, 1987, by an amount equal to the difference between the relevant 1986 and 1987 technological institute or university recruiting rate, as applicable,

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provided that the maximum rate in the appropriate scale of rates is not exceeded. Such increases shall not change the employee's due date for increases.

- 6. (a) An employee who on June 21, 1985 was paid at Level PM-7 shall be paid, effective June 21, 1985 within the "A" performance pay range at a rate of pay which is three decimal seventy-five percent (3.75%) higher than his former rate of pay, rounded to the nearest multiple of \$100.
 - (b) An employee who on June 21, 1986 was paid at Level PM-7 shall be paid, effective June 21, 1986 within the "B" performance pay range at a rate of pay which is three decimal five percent ((3.5%), higher than his former rate of pay, rounded to the nearest multiple of \$100.
 - (c) An employee who on June 21, 1987 was paid at Level PM-7 shall be paid, effective June 21, 1987 within the "C" performance pay range at a rate of pay; which is one decimal six percent (1.6%) higher than his former rate of pay, rounded to the nearest multiple of \$100.

ADMINISTRATIVE NOTE

Until such time as the Master Agreement is signed, in Pay Note (4) in the collective agreement signed between the Alliance and the Employer on May 28, 1981 which was extended by the Public Sector Compensation Restraint Act and which expired on June 20, 1985, read June 21, 1983 to mean June 21, 1985 and six percent (6.0%) to mean three decimal seventy-five percent (3.75%).

APPENDIX "A-1"

WEEKLY, DAILY AND HOURLY RATES OF PAY

PROGRAMME ADMINISTRATION GROUP

Effective June 21, 1985

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PM - TECHNOLOGICAL INSTITUTE RECRUITMENT

Weekly:	\$ 276.64 to 436.58	
Daily:	55.33 to 87.32	
Hourly:	7.38 to 11.64	v

PM - DEVELOPMENT

Weekly:	\$ 313.98	tо	491.41
Daily:	62.80	tо	98.28
Hourly:	8.37	tо	13.10

<u> PM-1A</u>

Weekly:	\$ 456.11	474.20	492.28	510.41
Daily:	91.22	94.84	98.46	102.08
Hourly:	12.16	12.65	13.13	13.61

PM-1

Weekly:	\$ 454.46 556.54	474.87	495.30	515.74	536.15	Δ
Daily:	90.89	94.97	99.06	103.15	107.23	6
Hourly:	111.31 12.12 14.84	12.66	13.21	13.75	14.30	•

<u>PM-2</u>

Weekly:	\$	547.55	570.66	593.78	616.84
Daily:	-	109.51	114.13	118.76	123.37
Hourly:		14.60	15.22	15.83	16.45

A-7

PM-3

Weekly: Daily: Hourly:	\$ 594.07 118.81 15.84	618.04 123.61 16.48	641.90 128.38 17.12	665.88 133.18 17.76	Ŋ
<u>PM-4</u>					
Weekly: Daily: Hourly:	\$ 648.19 129.64 17.29	675.62 135.12 18.02	703.02 140.60 18.75	730.45 146.09 19.48	
<u>PM-5</u>					
Weekly: Daily: Hourly:	\$ 774.65 154.93 20.66	807.59 161.52 21.54	840.56 168.11 22.41	873.54 174.71 23.29	
PM-6					
Weekly: Daily: Hourly:	\$ 908.77 181.75 24.23	947.81 189.56 25.27	986.83 197.37 26.32	1025.87 205.17 27.36	A
<u>PM-7</u>					

Weekly:	\$ 942.81	t o	1153.06
Daily:	188.56	t o	230.61
Hourly:	25.14	t o	30.75

Note:

The weekly, daily and hourly rates of pay shown in Appendix "A-1" have been determined from the annual rates shown in Appendix "A", and have been or are subject to rounding to the nearest cent.

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APPENDIX "A-2"

WEEKLY, DAILY AND HOURLY RATES OF PAY

PROGRAMME ADMINISTRATION GROUP

Effective June 21, 1986

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PM - TECHNOLOGICAL INSTITUTE RECRUITMENT

PM - DEVELOPMENT

Weekly:	\$ 324.96	to	508.61
Daily:	64.99	tо	101.72
Hourly:	8.67	to	13.56

<u>PM-1A</u>

Weekly:	\$ 472.08	490.80	509.51	528.27
Daily:	94.42	98.16	101.90	105.65
Hourly:	12.59	13.09	13.59	14.09

<u>PM-1</u>

Weekly:	\$ 470.37 576.01	491.49	512.65	533.79	554.91	Λ.
Daily:	94.07	98.30	102.53	106.76	110.98	$\langle 0 \rangle$
Hourly:	115.20 12.54 15.36	13.11	13.67	14.23	14.80	

<u>PM-2</u>

Weekly:	\$ 566.72	590.64	614.55	638.42
Daily:	113.34	118.13	122.91	127.68
Hourly:	15.11	15.75	16.39	17.02

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<u>PM-3</u>

Weekly: Daily: Hourly:	\$ 122.97	639.68 '127.94 17.06	137.84	K

PM-4

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Weekly:	\$ 670.88	699.27	727.63	756.02
Daily:	134.18	139.85	145.53	151.20
Hourly:	17.89	18.65	19.40	20.16

PM-5

Weekly:	\$ 801.77	835.86	869.98	904.11
Daily:	160.35	167.17	174.00	180.82
Hourly:	21.38	22.29	23.20	24.11

PM-6

Weekly:	\$ 940.59	980.99	1021.37	1061.77	. (
Daily:	188.12	196.20	204.27	212.35	K
Hourly:	25.08	26.16	27.24	28.31	ı

PM-7

Weekly:	\$	975.81	to	1193.42
Daily:	-	195.16	to	238.68
Hourly:		26.02	to	31.82

Note:

The weekly, daily and hourly rates of pay shown in Appendix "A-2'' have been determined from the annual rates shown in Appendix "A", and have been or are subject to rounding to the nearest cent.

APPENDIX "A-3"

WEEKLY, DAILY AND HOURLY RATES OF PAY

PROGRAMME ADMINISTRATION GROUP

Effective June 21, 1987

PM - TECHNOLOGICAL INSTITUTE RECRUITMENT

Weekly:	\$ 290.90	to	459.08	ſ
Daily:	58.18	to	91.82	
Hourly:	7.76	t o	12.24	

PM - DEVELOPMENT

Weekly:	\$ 330.15	to	516.75
Daily:	66.03	t o	103.35
Hourly:	8.80	to	13.78

<u>PM-1A</u>

Weekly:	\$ 479.63	498.66	517.65	536.72
Daily:	95.93	99.73	103.53	107.34
Hourly:	12.79	13.30	13.80	14.31

<u>PM-1</u>

Weekly:	\$ 477.90 585.23	499.35	520.85	542.34	563.78	0
Daily:	95.58 117.05	99.87	104.17	108.47	112.76	\mathcal{V}
Hourly:	12.74	13.32	13.89	14.46	15.03	

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<u>PM-2</u>

Weekly:	\$ 575.78	600.08	624.39	648.63
Daily:	115.16	120.02	124.88	129.73
Hourly:	15.35	16.00	16.65	17.30

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A-11

<u>PM-3</u>

Weekly: Daily: Hourly:	\$ 624.69 124.94	649.92 129.98	675.00 135.00 18.00	700.21	Ч
Hourly:	16.66	1/.33	18.00	18.6/	-

<u>PM-4</u>

Weekly:	\$ 681.62	710.46	739.27	768.11
Daily:	136.32	142.09	147.85	153.62
Hourly:	18.18	18.95	19.71	20.48

PM--5

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Weekly:	\$ 814.59	849.24	883.89	918.58
Daily:	162.92	169.85	176.78	183.72
Hourly:	21.72	22.65	23.57	24.50

PM-6

Weekly:	\$ 955.63	996.68	1037.72	1078.75	H
Daily:	191.13	199.34	207.54	215.75	1.
Hourly:	25.48	26.58	27.67	28.77	ι

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PM-7

\$ 991.43	to	1212.51
198,29	to	242.50
26.44	to	32.33
\$	198.29	\$ 991.43 to 198.29 to 26.44 to

Note:

The weekly, daily and hourly rates of pay shown in Appendix "A-3" have been determined from the annual rates shown in Appendix "A", and have been or are subject to rounding to the nearest cent.