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Groups:

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SOURCE	<i>T.B.</i>		
EFF.	<i>46</i>	<i>09</i>	<i>18</i>
TERM.	<i>87</i>	<i>12</i>	<i>21</i>
No. OF EMPLOYEES	<i>2210</i>		
NUMBER OF GROUPS	<i>10</i>		

GENERAL TECHNICAL
~~SOCIAL SCIENCE SUPPORT~~
TECHNICAL INSPECTION
 (all employees)

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

Codes: 406/86
 412/86
 413/86

Expiry date:
 December 21, 1987

JAN 30 1987
Canada

667002

GROUP SPECIFIC AGREEMENTS

BETWEEN

THE TREASURY BOARD

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

GROUPS: GENERAL TECHNICAL
SOCIAL SCIENCE SUPPORT
TECHNICAL INSPECTION
(ALL EMPLOYEES)

CODES: 406/86
412/86
413/86

EXPIRY DATES: 21 DECEMBER 1987

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ADMINISTRATION OF COLLECTIVE AGREEMENT

1. 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.
2. The first tier 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 agreements signed on September 18, 1986 reflect 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 General Technical, Social Science Support and the Technical Inspection bargaining units.
5. The articles and clauses identified in these Group Specific collective agreements replace and supersede certain articles and clauses in the General Technical, Social Science Support and Technical Inspection collective agreements signed between the Alliance and the Employer on ~~My~~ 22, 1982 which were extended by the

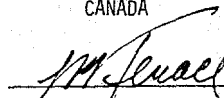
Public Sector Compensation Restraint Act and which expired on December 21, 1984. Except for those articles and clauses which are replaced and superseded by the Group Specific collective agreements, all remaining articles and clauses of the expired collective agreements shall remain in force until such time as a Master Agreement is signed. Until a Master Agreement is signed, it will be both the General Technical, Social Science Support and Technical Inspection Group Specific agreements and the expired collective agreement which will represent terms and conditions of employment for the General Technical, Social Science Support and Technical Inspection bargaining units.

6. Consequently the attached Group Specific collective agreements must be retained with the expired collective agreements 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 General Technical, Social Science Support and Technical Inspection Group Specific collective agreement in conjunction with the Master Agreement which will represent terms and conditions of employment for the General Technical, Social Science Support and Technical Inspection bargaining units.

THE TREASURY BOARD

OF

CANADA

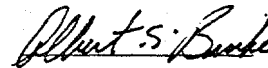


L. M. Tenace

THE PUBLIC SERVICE ALLIANCE

OF

CANADA



Albert S. Burke

GROUP SPECIFIC AGREEMENT

BETWEEN

THE TREASURY BOARD

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

GROUP: GENERAL TECHNICAL
(ALL EMPLOYEES)

CODE: 406/86

EXPIRY DATE: 21 DECEMBER 1987

(i)

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
**1	Purpose and Scope of Agreement ...	1
**2	Interpretation and Definitions ...	1
8	Recognition	2
**10	Technological Change	3
**16	Vacation Leave With Pay	5
**22	Hours of Work and Overtime	10
26	Reporting Pay	18
40	Notice of Transfer	18
42	Agreement Re-opener	19
**44	Job Security	19
45	Travelling Expenses on Leave or Termination	20
**46	Duration	20
**	Appendix "A-1" - Rates of Pay	A-1
	<u>Memoranda of Agreement</u>	
**	Appendix "B" - Memorandum of Understanding Concerning Park Wardens Employed by the Department of Environment at Mount Revelstoke and Glacier National Parks - Warden Service Rogers Pass	29
	Appendix "C" - Memorandum of Agreement Applicable to Certain Employees Employed by the Ministry of Transport	32

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Appendix "D" - Provisions Applicable Only to Air Traffic Control Assistants Employed by the Ministry of Transport	35
	Appendix "E" - Memorandum of Understanding - Employees of the Department of National Defence (Defence Research Establishments)	39
**	Appendix "F" - Memorandum of Agreement Concerning Fishery Officers Working on off-shore surveillance in the Department of Fisheries and Oceans	40
	Appendix "H" - Memorandum of Agreement - Applicable to Survival Instructors in the Department of National Defence	44

** Asterisks denote changes from previous Agreement.

ARTICLE 1PURPOSE 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 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

- * 1.01 The purpose of this Group specific Agreement is set forth certain terms and conditions of employment including rates of pay for all employees described in the certificate issued by the PSSRB on the 15th day of September, 1967 covering employees on the General Technical Group.
- * 1.02 The Master Agreement shall establish certain terms and conditions 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 sub-clause 1.03(a) of the Master Agreement, the Master Agreement shall prevail.

ARTICLE 2INTERPRETATION AND DEFINITIONS

Delete sub-clauses 2.01(b), (e), (j), (n), and (o) from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

- 2.01 For the purpose of this Agreement:

- (b) "allowance" means compensation payable for the performance of special or additional duties;
- (e) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
- (j) "hourly rate of pay" means a full-time employee's weekly rate of pay divided by 37.5;
- (n) "remuneration" means pay and allowances;
- (o) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176;
- ** (s) "day" means a twenty-four (24) hour period commencing at 00:01 hour.

ARTICLE 8

RECOGNITION

Delete Article 8 "Recognition" in its entirety from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

§: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 the fifteenth (15th) day of September, 1967, covering employees of the General Technical Group in the Technical Category.

ARTICLE 10TECHNOLOGICAL CHANGE

Delete Article 10 "Technological Change" in its entirety from the collective agreement signed between the Alliance and the Employer on ~~May 22, 1981~~, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

10.01 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 Adjustment agreement conc. uded by the parties will apply. In all other case: the following clauses will apply. *12/1/84*

* 10.02 In this Article "Technological Change" means:

(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.

* 10.03 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.

** 10.04 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.

** 10.05 The written notice provided for in clause 10.04 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.

** 10.06 As soon as reasonably practicable after notice is given under clause 10.04, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in clause 10.04 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.

** 10.07 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 16VACATION LEAVE WITH PAY

Delete Article 16 "Vacation Leave With Pay" in its entirety (except for clause 16.11) and clause 15.05, "Leave - General" from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

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

Accumulation of Vacation Leave Credits

16.02 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) one and one-quarter ($1\frac{1}{4}$) days until the month in which the anniversary of his ninth (9th) year of continuous employment occurs;
- ** (b) effective the date of signing of the collective agreement one and two-thirds ($1\frac{2}{3}$) days commencing with the month in which his ninth (9th) anniversary of continuous employment occurs;
- ** (c) effective the date of signing of the collective agreement two and one-twelfth ($2\frac{1}{12}$) days commencing with the month in which his twentieth (20th) anniversary of continuous employment occurs;
- (d) however, an employee who is entitled to or who has received furlough leave shall have the vacation leave credits, earned under this article, reduced by five-twelfths ($\frac{5}{12}$ ths) of a day per month from the beginning of the month in which the employee completes his

twentieth (20th) year of continuous employment until the beginning of the month in which the employee completes his twenty-fifth (25th) year of continuous employment.

Entitlement to Vacation Leave With Pay

16.03 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 year.

16.04 If, at the end of a fiscal 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

16.05 In scheduling vacation leave with pay to an employee the Employer shall, subject to the operational requirements of the service, make every reasonable effort:

- (a) to grant the employee his vacation leave during the fiscal year in which it is earned; if so requested by the employee not later than June 1;
- (b) to comply with any request made by an employee before January 31 that he be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by him in the current year;
- (c) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;

- (d) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee.

16.06 The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial or cancellation of a request for vacation or furlough leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

16.07 Where in respect of any period of vacation leave, an employee is granted:

- (a) bereavement leave with pay,

or

- (b) 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 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.

16.08

- (a) Where in any vacation year an employee has not been granted all of the vacation leave 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.

- ** (b) 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 at the employee's 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.

Recall from Vacation Leave With Pay

16.09

- (a) The Employer will make every reasonable effort not to recall an employee to duty after he has proceeded on vacation leave with pay.
- (b) Where, during any period of vacation leave or furlough 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.
- (c) The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 16.09 (b) to be reimbursed for reasonable expenses incurred by him.

Leave When Employment Terminates

16.10 ~~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, except that the Employer shall grant the employee any vacation and furlough leave earned but not used by him before the employment is terminated by lay-off if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.

16.12 Notwithstanding clause 16.10, 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 16.10, if he requests it within six (6) months following the date upon which his employment is terminated.

Advance Payments

16.13 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 departure. ~~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.

Cancellation of Vacation Leave

16.14 ~~When~~ the Employer cancels or alters 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.

Furlough Leave

16.15 An employee who, on the day that this Agreement is signed, is entitled to receive furlough leave, that is to say, five (5) weeks' leave with pay upon completing twenty (20) years of continuous employment, retains his entitlement to furlough leave subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.

ARTICLE 22HOURS OF WORK AND OVERTIME

Delete Article 22 "Hours of Work" (except for clause 22.09) and Appendix C-3 in its entirety from the collective agreement signed between the Alliance and the Employer on ~~May~~ 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

22.01 Hours of Work

- (a) Except as provided for in clause 22.03 the normal work week shall be thirty-seven and one-half (37½) hours exclusive of lunch periods, comprising five (5) days of seven

and one-half ($7\frac{1}{2}$) hours each, Monday through Friday. The work day shall be scheduled to fall within a nine (9) hour period between the hours of 6 a.m. and 6 p.m., unless otherwise agreed in consultation between the Alliance and the Employer at the appropriate level.

- ** (b) Subject to operational requirements as determined from time to time by the Employer, an employee shall have the right to select and request flexible hours between 6 a.m. and 6 p.m.
- ** (c) (i) Notwithstanding the provisions of this article, upon request of an employee and the concurrence of his Employer, an employee may complete his weekly hours of employment in a period 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-day (28) period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for him.
- (ii) 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.

**** 22.02** Employees covered by sub-clause 22.01(c) shall be subject to the variable hours of work provisions established in the Master Agreement.

22.03 For employees **who** work on a rotating or irregular basis:

- (a) Hours of work shall be scheduled so that employees work seven and one-half ($7\frac{1}{2}$) hours per day and an average of thirty-seven and one-half ($37\frac{1}{2}$) hours per week, exclusive of lunch periods.
- (b) Every reasonable effort shall be made by the Employer:
 - (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
 - (ii) to avoid excessive fluctuations in hours of work;
 - (iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;
 - (iv) to arrange shifts over a period of time not exceeding fifty-six (56) days and to post schedules at least fourteen (14) days in advance of the starting date of the new schedule;
 - (v) to grant an employee a minimum of two (2) consecutive days of rest.
- (c) The Employer shall make every reasonable effort to schedule a meal break of one-half ($\frac{1}{2}$) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the midpoint of the shift, unless

an alternate arrangement is agreed to at the appropriate level between the Employer and the employee. If an employee is not given a meal break scheduled in advance, all time from the commencement to the termination of his full shift shall be deemed time worked.

- ** (d) 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 fall 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.

GENERAL

22.04 An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

22.05 The Employer agrees that, before a schedule of working hours is changed, the change will be discussed with the appropriate representative of the Alliance, if the change will affect a majority of the employees governed by the schedule.

22.06 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

22.07 If an employee is given less than seven (7) days' advance notice of a change in his shift schedule, he will receive a premium rate of time and one-half ($1\frac{1}{2}$) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time. Such employee shall retain his previously scheduled days of rest next following the change or if worked, such days of rest shall be compensated in accordance with the overtime provisions of this Agreement.

22.08 Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal day for non-operating employees. The Employer agrees, where operational requirements permit, to continue the present practice of providing rest periods for operating employees.

22.10 Assignment of Overtime Work

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

- (a) to allocate overtime work on an equitable basis among readily available, qualified employees,
- and
- (b) to give employees who are required to work overtime adequate advance notice of this requirement.

22.11 The Alliance is entitled to consult the Deputy Minister or his representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.

22.12 Overtime Compensation

Each fifteen (15)-minute period of overtime shall be compensated for at the following rates:

- (a) Time and one-half ($1\frac{1}{2}$), except as provided for in sub-clause 22.13(b).
- (b) Double (2) time for all hours of overtime worked in excess of seven and one-half ($7\frac{1}{2}$) consecutive hours of overtime in any contiguous period, and for all hours worked on the second or subsequent day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

22.13

- (a) If an employee is given instructions before the beginning of his meal break or before the midpoint of his workday whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to his work period, he shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater.
- (b) If an employee is given instructions, after the midpoint of his workday or after the beginning of his meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to his work period, he shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight time, whichever is the greater.

22.14 Meal Allowance

- ** (a) Effective the date of signing of the collective agreement, an employee who works three (3) or more hours of overtime

immediately before or following his scheduled hours of work and who has not been notified of the requirement prior to the end of his last scheduled work period, shall be reimbursed his expenses for one meal in the amount of five dollars (\$5.00) except where free meals are provided.

- ** (b) Effective the date of signing of the collective agreement, when an employee works overtime continuously extending four (4) hours or more beyond the period provided for 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.
- (c) 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.
- (d) This clause shall not apply to an employee who is in travel status which entitles him to claim expenses for lodging and/or meals.

22.15

- (a) Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.
- (b) 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 the twelve (12) month period, to be determined by the Employer, will be paid for in cash. Such payment will be at the employee's hourly rate of pay as calculated from the classification prescribed in his certificate of appointment at the end of the twelve (12) month period.

22.16 The Employer will endeavour to make cash payment for overtime in the pay period following that in which the credits were earned.

22.17 When an employee is required to work either continuous or non-contiguous overtime, time spent by the employee reporting to or returning from work shall not constitute time worked.

22.18 Hours of Work and Overtime Applicable to Park Wardens

Hours of work and compensation for overtime for Park Wardens will be as follows:

- (a) Hours of work shall be scheduled so that Park Wardens, on a weekly basis, work an average of thirty-seven and one-half (37½) hours and five (5) days per week.
- (b) Park Wardens are entitled to receive compensation at straight-time rates for all hours worked, other than hours worked on a day of rest or on a designated paid holiday, up to an average of seventy-five (75) hours over a two (2) week period and compensation at time and one-half (1½) for all other hours worked.
- (c) Park Wardens are entitled to receive compensation at time and one-half (1½) rates for work performed on the first day of rest and compensation at double (2) time for work performed on the second and subsequent days of rest where two (2) or more contiguous days of rest are indicated by the schedule.
- (d) Overtime shall be compensated in cash, except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.
- (e) 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 the fiscal year, will be paid for in cash. Such payments will be at the employee's daily rate of pay.

ARTICLE 26

REPORTING PAY

Effective the date of signing the Master Agreement, delete Article 26 "Reporting Pay" in its entirety from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

26.01 When an employee is required to report and reports to work on a day of rest, he is entitled to a minimum of four (4) hours pay at the hourly rate of pay.

26.02 Payments provided under Article 25 (Call-back Pay) and Article 26 "Reporting Pay" shall not be pyramided; that is, an employee shall not receive more than one compensation for the same service.

26.03 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 an employee reporting to work or returning to his residence shall not constitute time worked.

ARTICLE 40

NOTICE OF TRANSFER

Delete Article 40 "Notice of Transfer" in its entirety from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which

was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

40.01 Where practicable, advance notice of a change in posting or a transfer from an employee's headquarters area as defined by the Employer shall be given to an employee. Such notice shall not normally be less than two (2) months.

ARTICLE 42

AGREEMENT RE-OPENER

Delete Article 42 "Agreement Re-Opener" in its entirety from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

42.01 This Agreement may be amended by mutual consent.

ARTICLE 44

**

JOB SECURITY

44.01 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.

ARTICLE 45TRAVELLING EXPENSES ON LEAVE OR TERMINATION

Delete Appendix C - 5.04 in its entirety from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

45.01 When an employee serving on a vessel which is away from its home port,

- (a) is authorized to take leave under the provisions of Article 16 (Vacation Leave With Pay) or under the provisions of clause 19.02 (Bereavement Leave With Pay), the Employer shall pay the cost of the return travelling expenses, as normally defined by the Employer, from the point of disembarkation to the vessel's home port or to the employee's normal place of residence, whichever is the lesser amount;
- (b) terminates his employment by reason of retirement, release or lay-off, the Employer shall pay the cost of the travelling expenses, as normally defined by the Employer, from the point of disembarkation to the employee's port of hiring or to the employee's normal place of residence, whichever is the lesser amount.

ARTICLE 46DURATION

Delete Article 44 "Duration" in its entirety from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which was

extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

- 46.01 The duration of this collective agreement shall be from the date it is signed to December 21, 1987.
- 46.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed.
- 46.03 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 May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 shall remain in force and shall be observed by the Employer and the PSAC, as was agreed to by both parties in the Procedures Government "Master Agreement" Negotiations signed on July 28, 1985 and July 31, 1985, until the date of signing of the Master Agreement.
- 46.04 Notwithstanding clause 46.03, 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 42 to incorporate such provision.

SIGNED AT OTTAWA, this 18th day of the month of
September 1986.

THE TREASURY BOARD

THE PUBLIC SERVICE ALLIANCE

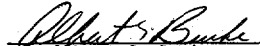
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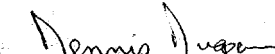
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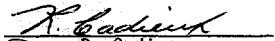
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Robert R. Casault

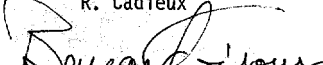

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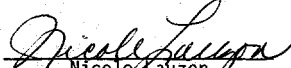

Robert Yaremko


R. Cadieux


Susan Phillips


Bernard Gifoux



Tex Leger


Nicole Lauzon

Doug Martin


D. E. Kolmer

 CO-CH
Ian MacLean


P. L. Marsh

Doug Chalk


Gerald Gervais

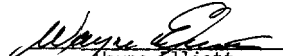

Heather Stevens


R. A. Slater


Herschel Sax

THE PUBLIC SERVICE ALLIANCE
OF
CANADA


Carl Kritsch



Wayne Elliott



John Garrison



Gerard Lecouffe



Lorne Perry



William Ireland

APPENDIX A-1

GT - GENERAL TECHNICALRATES OF PAY

A: EFFECTIVE 22 DECEMBER 1984

B: EFFECTIVE 22 DECEMBER 1985

C: EFFECTIVE 22 DECEMBER 1986

GT-TECHNOLOGICAL INSTITUTE RECRUITMENT

FROM: S: 12635 TO 20415
 TO: A: 13109 TO 21181
 B: 13568 TO 21922
 C: 14009 TO 22634

GT-1

FROM: S: 21798 22397 22998 23596
 TO: A: 22615 23237 23860 24481
 B: 23407 24050 24695 25338
 C: 24168 24832 25498 26161

GT-2

FROM: S: 24999 25722 26448 27172
 TO: A: 25935 26687 27440 28191
 B: 26844 27621 28400 29178
 C: 27716 28519 29323 30126

GT-3

FROM: S: 27956 28795 29640 30479
 TO: A: 29004 29875 30752 31622
 B: 30019 30921 31828 32729
 C: 30995 31926 32862 33793

GT-4

FROM: S: 31498 32475 33454 34436
 TO: A: 32679 33693 34709 35727
 B: 33823 34872 35924 36977
 C: 34922 36005 37092 38179

GT-5

FROM: S: 35354 36438 37526 38653
 TO: A: 36680 37804 38933 40102
 B: 37964 39127 40296 41506
 C: 39198 40399 41606 42855

GT - GENERAL TECHNICAL

RATES OF PAY

A: EFFECTIVE 22 DECEMBER 1984
B: EFFECTIVE 22 DECEMBER 1985
C: EFFECTIVE 22 DECEMBER 1986

GT-6

FROM: S:	33125	40402	41687	42970
TO: A:	40582	41917	43250	44581
B:	42013	43384	44764	46141
C:	43378	44794	46219	47641

GT-7

FROM: S:	44837	46345	47853	49286
TO: A:	46518	48083	49647	51134
B:	48210	49755	51305	52826
C:	49711	51383	53055	54644

GT-8

FROM: S:	50863	52474	54077	55682
TO: A:	52770	54442	56105	57770
B:	54517	56347	58069	59792
C:	56392	58178	59956	61735

PAY ADMINISTRATION NOTES

1. An employee at levels 1 through 8 who is paid in the present scale of rates shall, on the relevant effective dates, be paid at the rate immediately below that rate in the (A), (B) and (C) scales of rates.
2. An employee at the Recruiting Level shall not have his rate of pay increased on the above effective dates.
3. An employee at the Recruiting Level will be paid in accordance with Notes 4, 5, 6 and 10.
4. An employee being paid in the Recruiting Level shall have his rate of pay increased on January 1, 1985 by an amount equal to the difference between the relevant 1984 and 1985 Technological Institute recruiting rates, provided that the maximum rate in the scale of rates is not exceeded. Such an increase shall not change the employee's due date for increases.
5. An employee being paid in the Recruiting Level 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 recruiting rates provided that the maximum rate in the scale of rates is not exceeded. Such an increase shall not change the employee's due date for increases.
6. An employee being paid in the Recruiting Level shall have his rate of pay increased on January 1, 1987 by an amount equal to the difference between the relevant 1986 and 1987 Technological Institute recruiting rates, provided that the maximum rate in the scale of rates is not exceeded. Such an increase shall not change the employee's due date for increases.

Delete clauses 15.04, 29.04, 29.05, 29.08 and 29.11 from the collective agreement signed between the Alliance and the Employer of May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

7. Subject to the following paragraphs, the pay increment policy of the Employer shall be extended to include employees whose scheduled hours of work, on an annual basis, average twenty (20) or more but less than thirty-seven and one-half (37½) hours per week:
- (a) the pay increment period, in weeks, for the employees referred to in this clause shall be determined by the following formula:
- $$52 \times \left(\frac{37\frac{1}{2}}{\text{Average weekly scheduled hours}} \right)$$
- (b) employees whose scheduled hours of work are less than twenty (20) hours per week, are not entitled to pay increments.
8. Subject to Note 7, the pay increment date for an employee, appointed on or after May 22, 1981, to a position in the bargaining unit on promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to May 22, 1981 shall be the date on which he received his last pay increment. The pay increment period for a full-time employee is twelve (12) months.

9. If an employee dies, the salary due to him on the last working day preceding his death, shall continue to accrue to the end of the month in which he dies. Salary so accrued which has not been paid to the employee as at the date of his death shall be paid to his estate.

10. T.I.R.L.

- (a) Graduates of a Technological Institute will, on appointment, be assigned to the Recruiting Level and will be paid at the rate determined by the Employer for the year of appointment.
- (b) The pay increment period for employees paid in the Recruiting Level scale of rates shall be six (6) months, and the pay increment shall be to a rate which is \$120 higher than his former rate, or if there is no such rate, to the maximum of the pay range.
- (c) Employees paid in the Recruiting Level on December 22, 1984, or on December 22, 1985, or on December 22, 1986, during the year following their appointment to that level, will be transferred to the level for which they are qualified at the rate nearest to but not less than that at which they are being paid. The transfer shall take place prior to the application of any economic adjustment of the pay scales which may take effect from either of the above dates. Where the employee is entitled to an increment on either December 22, 1984, or on December 22, 1985, or on December 22, 1986, as applicable, he shall be granted the increment prior to his transfer.

11. 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.

MEMORANDA OF AGREEMENT

The following Appendices shall be effective on the date of signature and shall expire on December 21, 1987.

APPENDICES B, D, F ARE EXCEPTIONS PURSUANT TO SUB-CLAUSE 1.03(a) OF ARTICLE 1, "PURPOSE AND SCOPE OF THE MASTER AGREEMENT".

SIGNED AT OTTAWA, this 18th day of the month of September, 1986.

THE TREASURY BOARD

OF

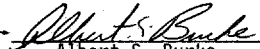
CANADA

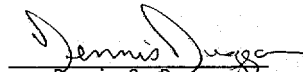
THE PUBLIC SERVICE ALLIANCE

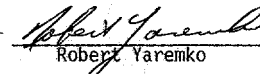
OF

CANADA


R.R. Casault


Albert S. Burke


Dennis G. Duggan


Robert Yaremko

**

APPENDIX "B"

MEMORANDUM OF UNDERSTANDING
Concerning Park Wardens Employed by
THE DEPARTMENT OF ENVIRONMENT
AT MOUNT REVELSTOKE AND GLACIER
NATIONAL PARKS - PARK WARDEN SERVICE ROGERS PASS

1. The undersigned agree that the above-mentioned work unit employees, who are required to be on stand-by status at Rogers Pass, B.C., instead of their residences - in Golden, and Revelstoke, B.C. as the case may be, for the purpose of carrying out duties on the Trans-Canada Highway related to avalanche control shall not be entitled to be paid in accordance with Article 27 - Standby, provided in the collective agreement.
2. In lieu, it is agreed that those employees in the Park Warden Service to which paragraph 1 refers will receive the following compensation for stand-by status:

2.01

- (a) Four (4) hours pay at the Employee's regular straight-time rate of pay, for each eight (8) consecutive hours or portion thereof that he is designated as being on stand-by status at Rogers Pass;
- (b) Overnight bachelor bunk house accommodation will be provided by the Employer at no cost to the employee;
- (c) Supper and breakfast will be provided by the Employer at no cost to the employee.

2.02

An employee designated by letter or list for stand-by status at Rogers Pass shall be immediately available at Rogers Pass during the period designated as the stand-by period. In designating employees for stand-by status, the Employer will endeavour to provide for an equitable distribution of such duties.

2.03

This payment shall apply only once within each eight-hour (8) period that the employee has been designated for stand-by status.

2.04

No stand-by payment shall be granted if an employee is unable to report for duty when required.

2.05

An employee on stand-by status who is called in to work and who report for work immediately shall be compensated in accordance with the call-back provisions of this Agreement.

3. The overtime provisions of Article 22 and the provisions of Article 24, "Shift and Weekend Premium" do not apply during those periods an employee is on stand-by status.
4. The Public Service Alliance of Canada agrees it will not support any grievance arising out of the General Technical Group Collective Agreement whose provisions are amended by this Memorandum of Understanding.
5. It is expressly understood that the terms of this memorandum are intended to allow for the particular circumstances of the Warden Service, Rogers Pass. Neither party to this

memorandum shall rely on this initiative as a precedent to justify similar arrangements for other units in the Warden Service in any other location of the Department of Environment (Parks Canada) during the lifetime of this memorandum.

6. This memorandum does not apply to employees of the above-mentioned work unit residing at Rogers pass.
7. This memorandum shall be effective on the date of signing of this Agreement and shall expire on December 21, 1987.

Administrative Note

*

Upon the signing of the Master Agreement Article 27 (Standby) will become Article 30 of the Master Agreement.

APPENDIX "C"MEMORANDUM OF AGREEMENT APPLICABLE TO CERTAIN
EMPLOYEES EMPLOYED BY THE MINISTRY OF TRANSPORT

Delete D-1 from the collective agreement signed between the Alliance and the Employer of May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

It is agreed by the Treasury Board and the Public Service Alliance of Canada that the provisions of the General Technical Collective Agreement, with the amendments noted below, may be applied to shift workers at Vessel Traffic Management Centres and Air Terminal Service Centres of the Ministry of Transport at the Employer's discretion after complying with clauses 22.03 (b) (iii) and 22.06 of the Collective Agreement.

ARTICLE 16VACATION LEAVE WITH PAY

Add sub-clause 16.05(e) to clause 16.05 "Scheduling of Vacation Leave With Pay" of the General Technical Collective Agreement as follows:

16.05

- (e) employees shall take vacation leave on the basis of the schedule being worked.

ARTICLE 22HOURS OF WORK AND OVERTIME

Delete clause 22.03 of the General Technical Collective Agreement and substitute clause 22.03 as follows:

22.03 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 sixty-three (63) calendar days:

- (a) work an average of thirty-seven and one-half ($37\frac{1}{2}$) hours per week;
- (b) work eight (8) hours per day;
- (c) obtain an average of at least two (2) days of rest per week;
- (d) obtain at least two (2) consecutive days of rest, except, when days of rest are separated by a designated paid holiday which is not worked;
- (e) where operational requirements do not permit a meal break, employees will remain at work and eat their meal on the job;
- (f) the Employer shall set up a master shift schedule for a sixty-three (63) day period, posted at least fifteen (15) days in advance, which will cover the normal requirements of the work area;
- (g) every reasonable effort shall be made by the Employer to avoid excessive fluctuations in hours of work.

OVERTIME

Delete clause 22.12 "Overtime Compensation" of the General Technical Collective Agreement and substitute clause 22.12 "Overtime Compensation" as follows:

22.12 Overtime Compensation

- (a) An employee who is required to work overtime on his scheduled workday is entitled to compensation at *time and one-half* ($1\frac{1}{2}$) for all hours worked in excess of eight (8) hours.

- (b) Except as provided in 22.12 (c), an employee who is required to work on a first day of rest is entitled to compensation at time and one-half ($1\frac{1}{2}$) for the first eight (8) hours and double (2) time thereafter.
- (c) 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.
- (d) An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by him.

APPENDIX "D"

<u>PROVIS</u> <u>ASSIST</u>	<u>APPLICABL</u> <u>EMPLOYED BY</u>	<u>NLY TO AIR</u> <u>THE MII</u>	<u>AFI</u> <u>OF</u>	<u>CONTROL</u> <u>TRANSPORT</u>
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Delete D-4 "Provisions Applicable to Air Traffic Control Assistants in the General Technical Group Employed by the Ministry of Transport" in its entirety from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

The provisions of the General Technical Collective Agreement, with the amendments noted below, will apply to the Air Traffic Control Assistants employed by the Ministry of Transport.

ARTICLE 3 - APPLICATION

Delete clause 3.02 and add clause 3.02 as follows:

3.02 Employees whose normal scheduled hours of work are less than thirty-seven and one-half (37½) hours per week shall be entitled to the benefits provided under this Agreement in the same proportion as their weekly hours of work compare with the normal scheduled weekly hours of work of full-time employees, except that:

- (a) such employees shall be paid at the hourly rate of pay for all hours of work performed up to eight (8) hours in a day of thirty-seven and one-half (37½) hours in a week, or at the hourly rate of pay for all hours of work performed up to the other daily or weekly hours of work that may be prescribed in accordance with Article 22, and at time and one-half (1½) the hourly rate of pay for all hours of work performed in excess of those hours or on a designated paid holiday;

- (b) leave will only be provided
 - (i) where it may displace other leave as prescribed by this Agreement
 - or
 - (ii) during those periods in which the employees are scheduled to perform their duties;
- (c) the days of rest provisions of this Collective Agreement apply only in a week when the employee has worked five (5) days and a minimum of thirty-seven and one-half (37½) hours in the week;
- (d) notwithstanding the provisions of Article 28 "Severance Pay", an employee whose continuous employment is a combination of both full-time and part-time continuous employment shall, for the purpose of severance pay, have those completed years of part-time continuous employment reduced in the same proportion as the part-time weekly hours of work compare with the normal scheduled weekly hours of work of full-time employees. For such an employee who, on the date of the termination of his employment is a part-time employee, the weekly rate of pay referred to in Article 28 shall be the weekly rate of pay that the employee is being paid on termination, adjusted to the full-time weekly rate.

ARTICLE 16 - VACATION LEAVE

Add sub-clause 16.05(e) to clause 16.05 "Scheduling of Vacation Leave With Pay" as follows:

16.05 Scheduling of Vacation Leave With Pay - Air Traffic Control Assistants

- (e) Employees shall take vacation leave on the basis of the schedule being worked.

ARTICLE 22 - HOURS OF WORK

Delete clause 22.03 and add as follows:

22.03 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 sixty-three (63) calendar days:

- (a) work an average of thirty-seven and one-half (37½) hours per week;
 - (b) work eight (8) hours per day;
 - (c) obtain an average of at least two (2) days of rest per week;
 - (d) obtain at least two (2) consecutive days of rest, except when days of rest are separated by a designated paid holiday which is not worked;
 - (e) the Employer will provide meal breaks. Where operational requirements do not permit a meal break, employees will remain at work and eat their meal on the job;
 - (f) the Employer will make every reasonable effort:
 - (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
- and
- (ii) to avoid excessive fluctuation in hours of work;
- (g) the Employer shall set up a master shift schedule for a sixty-three (63) day period,

posted fifteen (15) days in advance, which will cover the normal requirements of the work area.

OVERTIME

Delete clauses 22.09 and 22.12 "Overtime Compensation" and add clauses 22.09 and 22.12 as follows:

22.09 In this Article:

- (a) "overtime" means in the case of a full-time employee, authorized work performed in excess of his scheduled hours of work;
- "time and one-half" means one and one-half ($1\frac{1}{2}$) times the hourly rate of pay;
- (c) "double time" means two (2) times the hourly rate of pay.

22.12 Overtime Compensation

- (a) Subject to clause 22.08, an employee who is required to work overtime on his scheduled workday is entitled to compensation at time and one-half ($1\frac{1}{2}$) for all hours worked in excess of eight (8) hours.
- (b) an employee who is required to work on a first day of rest is entitled to Compensation at time and one-half ($1\frac{1}{2}$) for the first eight (8) hours and double (2) time thereafter;
- (c) 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.

APPENDIX "E"MEMORANDUM OF UNDERSTANDING -
EMPLOYEES OF THE DEPARTMENT OF NATIONAL DEFENCE
(DEFENCE RESEARCH ESTABLISHMENTS)

Delete E-1 in its entirety from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

For the term of this Agreement after the date of its signing, employees in the General Technical Group employed by the Department of National Defence, in positions at Defence Research Establishments engaged in trials, tests and experiments conducted outside their headquarters area, will be remunerated in accordance with the former Employer's (Defence Research Board) remuneration policy, as delineated in Personnel Letter No. 1-1974, dated January 4, 1974, DRB Administrative Order No. 304 and Appendix "A" thereto.

**

APPENDIX "F"

MEMORANDUM OF AGREEMENT
CONCERNING FISHERY OFFICERS
Working on off-shore surveillance in
THE DEPARTMENT OF FISHERIES AND OCEANS

Delete Appendix F from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

The Employer and the Public Service Alliance of Canada agree, for the term of the General Technical Agreement which expires on December 21, 1987, that Fishery Officers working on off-shore surveillance and employed with the Department of Fisheries and Oceans will work an average of nine and one-half (9½) hours per day while in a Surveillance Mode.

Surveillance Mode is defined as the period between the time at which a Fishery Officer on off-shore surveillance reports to his surveillance duty station and the time at which he leaves his surveillance duty station. Surveillance Mode may be terminated due to delays in departure or early return.

The normal overtime provisions of the General Technical Agreement will apply to these Officers with the following exceptions:

- (a) (i) Employees shall receive thirty-seven and one-half (37½) hours' pay at the straight-time rate per week while in a Surveillance Mode. All overtime earned and all compensation earned for work on a designated holiday shall accumulate as compensatory leave. The compensatory leave earned while in a

Surveillance Mode shall be liquidated immediately after their return from Surveillance Mode unless management deems this impractical due to operational requirements.

- (ii) Seventy-five (75) hours of compensatory leave shall be held in a bank to ensure that if an Officer is unable to make a scheduled trip and there is no other work available, he is eligible to request compensatory leave from his seventy-five (75)-hour bank.
 - (iii) At the end of each fiscal year, all unliquidated compensatory leave in excess of seventy-five (75) hours shall be paid in cash at the straight-time rate of pay, in effect, on the day on which compensatory leave is granted.
- (b) In addition, if the vessel or aircraft does not depart as scheduled on a designated paid holiday or a day of rest, the reporting pay article of the Collective Agreement shall apply.
 - (c) For the purpose of accumulation of paid leave, severance pay and in the application of Note 7 (pay increment periods) time spent by employees in Surveillance Mode shall be deemed to be seven and one-half ($7\frac{1}{2}$) hours per day and/or thirty-seven and one-half (37 $\frac{1}{2}$) hours per week, as applicable.
 - (d) When an employee works on a designated paid holiday while in a Surveillance Mode, he shall be compensated, in addition to the seven and one-half ($7\frac{1}{2}$) hours' holiday pay he would *have been granted had he not* worked, at the rate of time and one-half ($1\frac{1}{2}$) for all

scheduled hours worked and double (2) time for all hours worked in excess of the scheduled hours.

ARREST MODE

For the purposes of this Memorandum, "Arrest Mode" is defined as those situations where management has authorized a Fishery Officer on off-shore surveillance to remain on board a vessel for the purposes of maintaining continuity of evidence.

In Arrest Mode, the overtime provisions of sub-clauses 22.12 (a) and (b) will apply. In calculating the entitlement, all hours for that day will be a combination of hours in Surveillance Mode, nine point five (9.5) hours and Arrest Mode (all remaining hours).

For the purposes of calculating the rate of pay while in Arrest Mode, the regular nine point five (9.5)-hour day shall be deemed to have begun at 8:00 hours and would normally have ceased at 18:00 hours (with half ($\frac{1}{2}$) hour for lunch). As such, where an Arrest Mode is authorized after 18:00 hours, the Officer would be compensated at time and one-half ($1\frac{1}{2}$) his straight-time rate at the beginning of the Arrest Mode.

Once Arrest Mode is confirmed and payment at premium rates is in effect, the premium rate will remain in effect until Arrest Mode ceases. In a continuing Arrest Mode (two (2) or more days), the Surveillance Mode provisions will not apply for those days where Arrest Mode continues beyond 12:00 hours on that day.

Officers while in a Surveillance Mode or Arrest Mode shall be excluded from the following provisions of the GT Agreement.

Hours of Work and Overtime Article - clauses 22.01, 22.02, 22.03, 22.04, 22.05, 22.06, 22.07, 22.08, 22.15, 22.16, 22.17.

Travelling Article

Shift and Weekend Premiums Article

Call-back Pay Article

Standby Article

APPENDIX "H"MEMORANDUM OF AGREEMENT
APPLICABLE TO SURVIVAL INSTRUCTORS
IN DEPARTMENT OF NATIONAL DEFENCE

This will confirm the understanding reached in negotiations that for the term of the General Technical Collective Agreement which expires on December 21, 1987 that notwithstanding the terms of the Agreement, employees engaged as survival instructors in the Department of National Defence shall be compensated for all hours in excess of seven and one-half (7½) hours per day spent during the trek and caretaker phases of their duties on the basis of one (1) working day off for each twenty-four hour period spent on such duties.

45

GROUP SPECIFIC AGREEMENT

BETWEEN

THE TREASURY BOARD

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

GROUP: SOCIAL SCIENCE SUPPORT
(all employees)

CODE: **412/86**

EXPIRY DATE: 21 DECEMBER 1987

NOTA BENE

The provisions *of* the Collective Agreement covering the employees *of* the Social Science Support Group are identical to the provisions *of* the General Technical Group Collective Agreement, except that Appendices A-1 to H shall not apply and except for the following:

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
** 1	Purpose and Scope of Agreement ...	48
2	Recognition	48
**22	Hours of Work and Overtime	49
45	Authorship	56
46	Registration Fees	56
**47	Duration	57
**	Appendix "A-1" - Rates of Pay	A-1

** Asterisks denote changes from previous Agreement.

ARTICLE 7PURPOSE 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 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

- ** 1.01 The purpose of this 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 PSSRB on the 9th day of January, 1969 covering employees on the Social Science Support Group.
- ** 1.02 The Master Agreement shall establish certain terms and conditions 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 8RECOGNITION

Delete Article 8 "Recognition" in its entirety from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

- 8.01 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 the ninth (9th) day of January, 1969, covering employees of the Social Science Support Group in the Technical Category.

ARTICLE 22

HOURS OF WORK AND OVERTIME

Delete Article 22 "Hours of Work and Overtime" (except for 22.09) and Appendix C-4 from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

22.01 Hours of Work

- (a) Except as provided for in clause 22.03, the normal work week shall be thirty-seven and one-half ($37\frac{1}{2}$) hours exclusive of lunch periods, comprising five (5) days of seven and one-half ($7\frac{1}{2}$) hours each, Monday through Friday. The work day shall be scheduled to fall within a nine (9)-hour period between the hours of 6:00 a.m. and 6:00 p.m., unless otherwise agreed in consultation between the Alliance and the Employer at the appropriate level.
- ** (b) Subject to operational requirements as determined from time to time by the Employer, an employee shall have the right to select and request flexible hours between 6:00 a.m. and 6:00 p.m.
- ** (c) (i) Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of his Employer, an employee may complete his weekly hours of employment in a period other than five (5) full days provided that

24/2/83

over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half ($37\frac{1}{2}$) 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) period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for him.

- (ii) 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.

**** 22.02** Employees covered by 22.01(c) shall be subject to the variable hours of work provisions established in the Master Agreement

22.03 For employees who work on a rotating or irregular basis:

- (a) Normal hours of work shall be scheduled so that employees work:

- (i) an average of thirty-seven and one-half ($37\frac{1}{2}$) hours per week and an average of five (5) days per week,

and either

- (ii) seven and one-half ($7\frac{1}{2}$) hours per day,

or

- (iii) an average of seven and one-half ($7\frac{1}{2}$) hours per day where so agreed between the Employer and the majority of the employees affected.
- (b) Every reasonable effort shall be made by the Employer:
- (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
 - (ii) to avoid excessive fluctuations in hours of work;
 - (iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;
 - (iv) to arrange shifts over a period of time not exceeding fifty-six (56) days and to post schedules at least fourteen (14) days in advance of the starting date of the new schedule;
 - (v) to grant an employee a minimum of two (2) consecutive days of rest.
- (c) The Employer shall make every reasonable effort to schedule a meal break of one-half ($\frac{1}{2}$) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the midpoint of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Employer and the employee. If an employee is not given a meal break scheduled in advance, all time from the commencement to the termination of his full shift shall be deemed time worked.

- ** (d) 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 fall **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.

General

22.04 An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of **work**.

22.05 The Employer agrees that, before a schedule of working hours is changed, the change will be discussed with the appropriate representative of the Alliance, *if* the change will affect a majority of the employees governed by the schedule.

22.06 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts **if** there is no increase in cost to the Employer.

22.07 If an employee is given less than seven (7) days' advance notice of a change in his shift schedule, he will receive a premium rate of time and one-half ($1\frac{1}{2}$) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time. Such employee shall retain his previously scheduled days of rest next following the change or if worked, such days of rest shall be compensated in accordance with the overtime provisions of this Agreement.

22.08 Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal day for non-operating employees. The Employer agrees, where operational requirements permit, to continue the present practice of providing rest periods for operating employees.

22.10 Assignment of Overtime Work

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

(a) to allocate overtime work on an equitable basis among readily available, qualified employees,

and

(b) to give employees who are required to work overtime adequate advance notice of this requirement.

22.11 The Alliance is entitled to consult the Deputy Minister or his representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.

22.12 Overtime Compensation

Each fifteen (15)-minute *period of overtime* shall be compensated for at the following rates:

- (a) Time and one-half ($1\frac{1}{2}$), except as provided for in clause 22.12 (b).
- (b) Double (2) time for all hours of overtime worked in excess of seven and one-half ($7\frac{1}{2}$) consecutive hours of overtime in any contiguous period, and for all hours worked on the second or subsequent day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

37
B-D

22.13

- (a) If an employee is given instructions before the beginning of his meal break or before the midpoint of his workday whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to his work period, he shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater.
- (b) If an employee is given instructions, after the midpoint of his workday or after the beginning of his meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to his work period, he shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight time, whichever is the greater.

22.14 Meal Allowance

- ** (a) Effective the date of signing of the collective agreement, an employee who works three (3) or more hours of overtime immediately before or following his scheduled hours of work and who has not been notified of the requirement prior to the end of his last scheduled work period, shall be

reimbursed his expenses for one meal in the amount of five dollars (\$5.00) except where free meals are provided.

- 29
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- ** (b) Effective the date of signing of the collective agreement, when an employee works overtime continuously extending four (4) hours or more beyond the period provided for 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.
- (c) 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.
- (d) This clause shall not apply to an employee who is in travel status which entitles him to claim expenses for lodging and/or meals.

22.15

- 41
- (a) Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.
- (b) 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 the twelve (12)-month period, to be determined by the Employer, will be paid for in cash. Such payment will be at the employee's hourly rate of pay as calculated from the classification prescribed in his certificate of appointment at the end of the twelve (12)-month period.

22.16 The Employer will endeavour to make cash payment for overtime in the pay period following that in which the credits were earned.

22.17 When an employee is required to work either continuous or non-contiguous overtime, time spent by the employee reporting to or returning from work shall not constitute time worked.

ARTICLE 45

AUTHORSHIP

Delete Appendix C-6 "Authorship" from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

45.01 When an employee acts as a sole or joint author or editor of a publication, his authorship or editorship shall normally be shown in the title page of such publication.

45.02 Where the Employer wishes to make changes in material submitted for publication with which the author does not agree, the author may request that he not be credited publicly.

ARTICLE 46

REGISTRATION FEES

Delete Appendix C-7 "Membership" from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

46.01 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.

46.02 Membership dues referred to in Article 11 (Check-off) of this collective agreement are specifically excluded as reimbursable fees under this Article.

ARTICLE 47

DURATION

Delete Article 44 "Duration" in its entirety from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

- ** 47.01 The duration of this collective agreement shall be from the date it is signed to December 21, 1987.
- 47.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed.
- ** 47.03 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 May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 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*.

** 47.04 Notwithstanding clause 47.03, 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 42 to incorporate such provision.

SIGNED AT OTTAWA, this 18th day of the month of
September 1986.

THE TREASURY BOARD

THE PUBLIC SERVICE ALLIANCE

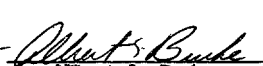
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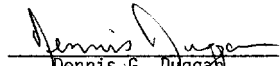
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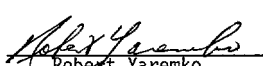
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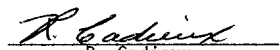
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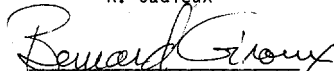

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Dennis G. Duggan

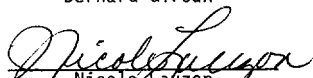

Robert Yaremko


R. Cadieux


Susan Phillips

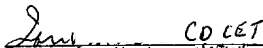

Bernard Giroux


ex Leger


Nicole Ladzon

Doug Martin


D. E. Kolmer


 CD L&T
Ian MacLean *NTTUS*


P. L. Marsh

Doug Chalk


Gerald Gervais


Heather Stevens


R. A. Slater


Herschell Sax

THE PUBLIC SERVICE ALLIANCE

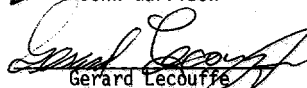
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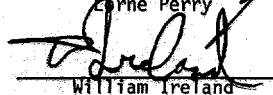
ari Kritsch


Wayne Elliott


John Garrison


Gerard Lecouffe


Earne Perry


William Ireland

APPENDIX A-1
SI - SOCIAL SCIENCE SUPPORT

50
/A

RATES OF PAY

A: EFFECTIVE 22 DECEMBER 1984
B: EFFECTIVE 22 DECEMBER 1985
C: EFFECTIVE 22 DECEMBER 1986

SI-TECHNOLOGICAL INSTITUTE RECRUITMENT

FROM: I: 12635 TO 20415
TO: A: 13109 TO 21181
a: 13568 TO 21922
C: 14009 TO 22634

SI-1

FROM: S: 23503 24171 24865 25584 26305 27024
TO: A: 24384 25077 25797 26543 27291 28037
B: 25237 25955 26700 27472 28246 29018
C: 26057 26799 27568 28365 29164 29961

RL

SI-2

FROM: S: 28332 29187 30047 30903
TO: A: 29384 30282 31174 32062
a: 30423 31342 32265 33184
C: 31412 32361 33314 34262

SI-3

FROM: S: 30930 31850 32769 33687
TO: A: 32090 33044 33998 34950
a: 33213 34201 35188 36173
C: 34292 35313 36332 37349

SI-4

FROM: S: 33422 34478 35527 36587
TO: A: 34675 35771 36859 37959
B: 35889 37023 38149 39288
C: 37055 38226 39389 40565

SI-5

FROM: S: 37614 38835 40050 41274
TO: A: 39025 40291 41552 42822
a: 40391 41701 43006 44321
C: 41704 43056 44404 45761

M

SI - SOCIAL SCIENCE SUPPORT

RATES OF PAY

A: EFFECTIVE 22 DECEMBER 1984

B: EFFECTIVE 22 DECEMBER 1985

C: EFFECTIVE 22 DECEMBER 1986

SI-6

FROM:	S:	42168	43570	44970	46375
TO:	A:	43749	45204	46656	48114
	B:	45280	46786	48289	49798
	C:	46752	48307	49858	51416

SI-7

FROM:	S:	47640	49186	50675	52158
TO:	A:	49427	51030	52575	54114
	B:	51157	52816	54415	56008
	C:	52820	54533	56183	57828

SI-8

FROM:	S:	52717	54399	56078	57764
TO:	A:	54694	56439	58181	59930
	B:	56608	58414	60217	62028
	C:	58448	60312	62174	64044

~~SI-8~~ →

SI-8

PAY ADMINISTRATION NOTES

1. An employee at levels 1 through 8 who is paid in the present scale of rates shall, on the relevant effective dates, be paid at the rate immediately below that rate in the (A) (B) and (C) scales of rates.
2. An employee at the Recruiting Level shall not have his rate of pay increased on the above effective dates.
3. An employee at the Recruiting Level will be paid in accordance with Notes 4, 5, 6 and 10.
4. An employee being paid in the Recruiting Level shall have his rate of pay increased on January 1, 1985 by an amount equal to the difference between the relevant 1984 and 1985 Technological Institute recruiting rates, provided that the maximum rate in the scale of rates is not exceeded. Such an increase shall not change the employee's due date for increases.
5. An employee being paid in the Recruiting Level 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 recruiting rates, provided that the maximum rate in the scale of rates is not exceeded. Such an increase shall not change the employee's due date for increases.
6. An employee being paid in the Recruiting Level shall have his rate of pay increased on January 1, 1987 by an amount equal to the difference between the relevant 1986 and 1987 Technological Institute recruiting rates, provided that the maximum rate in the scale of rates is not exceeded. Such an increase shall not change the employee's due date for increases.

Delete clauses 15.04, 29.04, 29.05, 29.08 and 29.11 from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which was extended by the Public sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

7. Subject to the following paragraphs, the pay increment policy of the Employer shall be extended to include employees whose scheduled hours of work, on an annual basis, average twenty (20) or more but less than thirty-seven and one-half ($37\frac{1}{2}$) hours per week:
- (a) the pay increment period, in weeks, for the employees referred to in this clause shall be determined by the following formula:

$$52 \times \left(\frac{37\frac{1}{2}}{\text{Average weekly scheduled hours}} \right)$$
 - (b) employees whose scheduled hours of work are less than twenty (20) hours per week, are not entitled to pay increments.
8. Subject to Note 7, the pay increment date for an employee, appointed on or after May 22, 1981, to a position in the bargaining unit on promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to May 22, 1981 shall be the date on which he received his last pay increment. The increment period for a full-time employee is twelve (12) months.
9. If an employee dies, the salary due to him on the last working day preceding his death, shall continue to accrue to the end of the

month in which he dies. Salary so accrued which has not been paid to the employee as at the date of his death shall be paid to his estate.

10.

T.I.R.L.

- (a) Graduates of a Technological Institute will, on appointment, be assigned to the Recruiting Level and will be paid at the rate determined by the Employer for the year of appointment.
- (b) The pay increment period for employees paid in the Recruiting Level scale of rates shall be six (6) months, and the pay increment shall be to a rate which is \$120 higher than his former rate, or if there is no such rate, to the maximum of the pay range.
- (c) Employees paid in the Recruiting Level on December 22, 1984 or on December 22, 1985 or on December 22, 1986 during the year following their appointment to that level, will be transferred to the level for which they are qualified at the rate nearest to but not less than that at which they are being paid. The transfer shall take place prior to the application of any economic adjustment of the pay scales which may take effect from either of the above dates. Where the employee is entitled to an increment on either December 22, 1984 or on December 22, 1985 or on December 22, 1986 as applicable, he shall be granted the increment prior to his transfer.

11.

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.

65

GROUP SPECIFIC AGREEMENT

BETWEEN

THE TREASURY BOARD

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

GROUP: TECHNICAL INSPECTION
(ALL EMPLOYEES)

CODE: 413/86

EXPIRY DATE: 21 DECEMBER 1987

NOTA BENE

The provisions of the Collective Agreement covering the employees of the Technical Inspection Group are identical to the provisions of the General Technical Group Collective Agreement, except that Appendices A-1 to H shall not apply and except for the following:

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
**1	Purpose and Scope of Agreement ...	68
8	Recognition	68
**22	Hours of Work and Overtime	69
**45	Travelling Expenses on Leave or Termination	76
**46	Duration	77
**	Appendix "A-1" - Rates of Pay	A-1
	Appendix "B" - Memorandum of Understanding - Employees of the Department of National Defence (Defence Research Establishments)	84

** Asterisks denote changes from previous Agreement.

ARTICLE 1PURPOSE 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~~ 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 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 PSSRB on the 29th day of March, 1968 covering employees on the Technical Inspection Group.
- ** 1.02 The Master Agreement shall establish certain terms and conditions 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 8RECOGNITION

Delete Article 8 "Recognition" in its entirety from the collective agreement signed between the Alliance and the Employer on ~~May~~ 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

- 8.01 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 the twenty-ninth (29th) day of March, 1968, covering employees of the Technical Inspection Group in the Technical Category.

ARTICLE 22

HOURS OF WORK AND OVERTIME

Delete Article 22 "Hours of Work and Overtime" (except 22.09) and Appendix C-2 from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

22.01 Hours of Work

- (a) Except as provided for in clause 22.03 the normal work week shall be thirty-seven and one-half ($37\frac{1}{2}$) hours exclusive of lunch periods, comprising five (5) days of seven and one-half ($7\frac{1}{2}$) hours each, Monday through Friday. The workday shall be scheduled to fall within a nine (9)-hour period between the hours of 6:00 a.m. and 6:00 p.m., unless otherwise agreed in consultation between the Alliance and the Employer at the appropriate level.
- ^{t*} (b) Subject to operational requirements as determined from time to time by the Employer, an employee shall have the right to select and request flexible hours between 6:00 a.m. and 6:00 p.m.
- ^{t*} (c) (i) Notwithstanding the provisions of this article, upon request of an employee and the concurrence of his Employer, an employee may complete his weekly hours of employment in a period 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-day (28) period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for him.

- (ii) 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.

** 22.02 Employees covered by 22.01(c) shall be subject to the variable hours of work provisions established in the Master Agreement.

22.03 For employees who work on a rotating or irregular basis:

- (a) Hours of work shall be scheduled so that employees work seven and one-half (7½) hours per day and an average of thirty-seven and one-half (37½) hours per week, exclusive of lunch periods.
- (b) Every reasonable effort shall be made by the Employer:
 - (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;

- (ii) to avoid excessive fluctuations in hours of work;
- (iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;
- (iv) to arrange shifts over a period of time not exceeding fifty-six (56) days and to post schedules at least fourteen (14) days in advance of the starting date of the new schedule;
- (v) to grant an employee a minimum of two (2) consecutive days of rest.

(c) The Employer shall make every reasonable effort to schedule a meal break of one-half ($\frac{1}{2}$) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the midpoint of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Employer and the employee. If an employee is not given a meal break-scheduled in advance, all time from the commencement to the termination of his full shift shall be deemed time worked.

** (d) 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 fall** 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.

General

22.04 An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

22.05 The Employer agrees that, before a schedule of working hours is changed, the change will be discussed with the appropriate representative of the Alliance, if the change will affect a majority of the employees governed by the schedule.

22.06 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

22.07 If an employee is given less than seven (7) days' advance notice of a change in his shift schedule, he will receive a premium rate of time and one-half (1½) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time. Such employee shall retain his previously scheduled days of rest next following the change or if worked, such days of rest shall be compensated in accordance with the overtime provisions of this Agreement.

22.08 Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal day for non-operating employees. The Employer agrees, where operational requirements permit, to continue the present practice of providing rest periods for operating employees.

22.10 Assignment of Overtime Work

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

- (a) to allocate overtime work on an equitable basis among readily available, qualified employees,
- and
- (b) to give employees who are required to work overtime adequate advance notice of this requirement.

22.11 The Alliance is entitled to consult the Deputy Minister or his representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.

22.12 Overtime Compensation

Each fifteen (15)-minute period of overtime shall be compensated for at the following rates:

- (a) Time and one-half ($1\frac{1}{2}$), except as provided for in sub-clause 22.12 (b).
- (b) Double (2) time for all hours of overtime worked in excess of seven and one-half (7½) consecutive hours of overtime in any contiguous period, and for all hours worked on the second or subsequent day of rest. "Second or subsequent day of rest" means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

22.13

- (a) If an employee is given instructions before *the beginning of his meal break or before the* midpoint of his workday whichever is earlier, to work overtime on that day and reports for

work at a time which is not contiguous to his work period, he shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater.

- (b) If an employee is given instructions, after the midpoint of his workday or after the beginning of his meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not **contiguous** to his work period, he shall be **paid** for the time actually worked, or a **minimum** of three (3) hours' pay at straight **time**, whichever is the greater.

22.14 Meal Allowance

- ** (a) Effective the date of signing of the collective agreement, an employee who works three (3) or more hours of overtime immediately before or following his scheduled hours of work and who has not been notified of the requirement prior to the end of his last scheduled work period, shall be reimbursed his expenses for one meal in the amount of five dollars (\$5) except where free meals are provided.
- ** (b) Effective the date of signing of the collective agreement when an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a) above, he shall be reimbursed for one additional meal in the amount of four dollars (\$4) except where free meals are provided.
- (c) 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.
- (d) This clause shall not apply to an employee who is in travel status which entitles him to claim expenses for lodging and/or meals.

22.15

- (a) Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.
- (b) 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 the twelve (12)-month period, to be determined by the Employer, will be paid for in cash. Such payment will be at the employee's hourly rate of pay as calculated from the classification prescribed in his certificate of appointment at the end of the twelve (12)-month period.

22.16 The Employer will endeavour to make cash payment for overtime in the pay period following that in which the credits were earned.

22.17 When an employee is required to work either continuous or non-contiguous overtime, time spent by the employee reporting to or returning from work shall not constitute time worked.

22.18 Employees of the Department of Consumer and Corporate Affairs

Upon request of the employee and with the consent of the Employer, an employee of the Department of Consumer and Corporate Affairs shall be permitted to work on days of rest when away from his headquarters area. Overtime rates shall not apply in such a case but the employee shall be granted a lieu day of rest at a mutually acceptable date.

22.19 Resident Inspectors of the Department of National Defence

When a contractor plans to close his plant between two (2) designated paid holidays or between a designated paid holiday and a weekend in order to

give his employees an extended holiday period, Resident Inspectors of the Department of National Defence may be required to work the same days of rest as those worked by the contractors' employees at the straight-time rate and take lieu days to coincide with the plant's shutdown.

ARTICLE 45

TRAVELLING EXPENSES ON LEAVE OR TERMINATION

Delete Appendix C - 5.04 from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

- 45.01 When an employee serving on a vessel which is away from its home port,
- (a) is authorized to take leave under the provisions of Article 16 (Vacation Leave With Pay) or under the provisions of clause 19.02 (Bereavement Leave With Pay), the Employer shall pay the cost of the return travelling expenses, as normally defined by the Employer, from the point of disembarkation to the vessel's home port or to the employee's normal place of residence, whichever is the lesser amount;
 - (b) terminates his employment by reason of retirement, release or lay-off, the Employer shall pay the cost of the travelling expenses, as normally defined by the Employer, from the point of disembarkation to the employee's port of hiring or to the employee's normal place of residence, whichever is the lesser amount.

ARTICLE 46DURATION

Delete Article 44 "Duration" in its entirety from the collective agreement signed between the Alliance and the Employer on ~~My~~ 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

- ** 46.01 The duration of this collective agreement shall ~~be~~ from the date it is signed to December 21, 1987.
- 46.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed.
- ** 46.03 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 ~~My~~ 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 shall remain in force and shall be observed by the Employer and the PSAC, as was agreed to by both parties in the Procedures Government "Master Agreement" Negotiations signed on July 28, 1985 and July 31, 1985, until the date of signing of the Master Agreement.
- ** 46.04 Notwithstanding clause 46.03, 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 42 to incorporate such provision.

SIGNED AT OTTAWA, this 18th day of the month of
September 1986.

THE TREASURY BOARD


THE PUBLIC SERVICE ALLIANCE

OF


OF

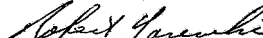
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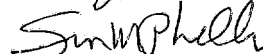

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Albert S. Burke


Dennis G. Dugard


Robert Yaremko



R. Cadieux


Susan Phillips


Bernard Giroux

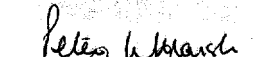

Tex Leger



Nicole Lauzon


Doug Martin



D. E. Kolmer


Ian MacLean

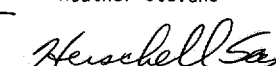

P. L. Marsh


Doug Chalk


Gerald Gervais


Heather Stevens


R. A. Slater


Herschell Sax

THE PUBLIC SERVICE ALLIANCE

OF

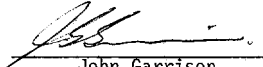
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Carl Kritsch



Wayne Elliott



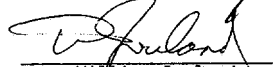
John Garrison



Gerard Lécouffe



Lorne Perry



William Ireland

APPENDIX A-1
TI - TECHNICAL INSPECTION

RATES OF PAY

A: EFFECTIVE 22 DECEMBER 1984
a: EFFECTIVE 22 DECEMBER 1985
C: EFFECTIVE 22 DECEMBER 1986

TI-TECHNOLOGICAL INSTITUTE RECRUITMENT

FROM: \$: 12635 TO 20415
TO: A: 13109 TO 21181
B: 13568 TO 21922
C: 14009 TO 22634

TI-1

FROM: 3: 22851 23493 24137 24784
TO: A: 23708 24374 25042 25713
B: 24538 25227 25918 26613
C: 25335 26047 26760 27476

TI-2

FROM: \$: 24089 24783 25472 26160
TO: A: 24992 25712 26427 27141
a: 25867 26612 27352 28091
C: 26708 27477 28241 29004

TI-3

FROM: 3: 27008 27817 28618 29422
TO: A: 28021 28860 29691 30525
a: 29002 29870 30730 31593
C: 29945 30841 31729 32620

TI-4

FROM: 3: 29734 30644 31554 32463
TO: A: 30849 31793 32737 33680
a: 31929 32906 33883 34859
C: 32967 33975 34984 35992

TI-5

FROM: 3: 33197 34245 35293 36338
TO: A: 34442 35529 36616 37701
E: 35647 36773 37898 39021
C: 36806 37968 39130 40269

TI - TECHNICAL INSPECTION

RATES OF PAY

A: EFFECTIVE 22 DECEMBER 1984

B: EFFECTIVE 22 DECEMBER 1985

C: EFFECTIVE 22 DECEMBER 1986

TI-6

FROM: S:	37294	38507	39718	40929
TO: A:	38693	39951	41207	42464
B:	40047	41349	42649	43950
C:	41349	42693	44035	45378

TI-7

FROM: S:	41053	42358	43668	44977
TO: A:	42592	43946	45306	46664
B:	44083	45484	46892	48297
C:	45516	46962	48416	49867

TI-8

FROM: E:	45572	47102	48626	50037
TO: A:	47281	48868	50449	51913
B:	48936	50578	52215	53730
C:	50526	52222	53912	55476

PAY ADMINISTRATION NOTES

1. An employee at levels 1 through 8 who is paid in the present scale of rates shall, on the relevant effective dates, be paid at the rate immediately below that rate in the (A), (B) and (C) scales of rates.
2. An employee at the Recruiting Level shall not have his rate of pay increased on the above effective dates.
3. An employee at the Recruiting Level will be paid in accordance with Notes 4, 5, 6 and 10.
4. An employee being paid in the Recruiting Level shall have his rate of pay increased on January 1, 1985 by an amount equal to the difference between the relevant 1984 and 1985 Technological Institute recruiting rates, provided that the maximum rate in the scale of rates is not exceeded. Such an increase shall not change the employee's due date for increases.
5. An employee being paid in the Recruiting Level 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 recruiting rates, provided that the maximum rate in the scale of rates is not exceeded. Such an increase shall not change the employee's due date for increases.
6. An employee being paid in the Recruiting Level shall have his rate of pay increased on January 1, 1987 by an amount equal to the difference between the relevant 1986 and 1987 Technological Institute recruiting rates, provided for the maximum rate in the scale of rates is not exceeded. Such an increase shall not change the employee's due date for increases.

Delete clause 15.04 and clauses 29.04, 29.05, 29.08 and 29.11 from the collective agreement signed between the Alliance and the Employer on ~~May~~ **My** 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

7. Subject to the following paragraphs, the pay increment policy of the Employer shall be extended to include employees whose scheduled hours of work, on an annual basis, average twenty (20) or more but less than thirty-seven and one-half ($37\frac{1}{2}$) hours per week:
- (a) the pay increment period, in weeks, for the employees referred to in this clause shall be determined by the following formula:
- $$52 \times \left(\frac{37\frac{1}{2}}{\text{Average weekly scheduled hours}} \right)$$
- (b) employees whose scheduled hours of work are less than twenty (**20**) hours per week, are not entitled to pay increments.
8. Subject to note 7, the pay increment date for an employee, appointed on or after ~~May~~ **My** 22, 1981, to a position in the bargaining unit on promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to ~~May~~ **My** 22, 1981 shall be the date on which he received his last pay increment. The increment period for a full-time employee is twelve (12) months.

9. If an employee dies, the salary due to him on the last working day preceding his death, shall continue to accrue to the end of the month in which he dies. Salary so accrued which has not been paid to the employee as at the date of his death shall be paid to his estate.

10. T.I.R.L.

- (a) Graduates of a Technological Institute will, on appointment, be assigned to the Recruiting Level and will be paid at the rate determined by the Employer for the year of appointment.
- (b) The pay increment period for employees paid in the Recruiting Level scale of rates shall be six (6) months, and the pay increment shall be to a rate which is \$120 higher than his former rate, or if there is no such rate, to the maximum of the pay range.
- (c) Employees paid in the Recruiting Level on December 22, 1984 or on December 22, 1985 or on December 22, 1986, during the year following their appointment to that level, will be transferred to the level for which they are qualified at the rate nearest to but not less than that at which they are being paid. The transfer shall take place prior to the application of any economic adjustment of the pay scales which may take effect from either of the above dates. Where the employee is entitled to an increment on either December 22, 1984, or on December 22, 1985, or on December 22, 1986, as applicable, he shall be granted the increment prior to his transfer.

11. 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.

APPENDIX "B"

MEMORANDUM OF AGREEMENT -
Employees of the Department of National Defence
(Defence Research Establishments)

Delete E-1 from the collective agreement signed between the Alliance and the Employer on May 22, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

For the term of this Agreement after the date of its signing, employees in the Technical Inspection Group employed by the Department of National Defence, in positions at Defence Research Establishments engaged in trials, tests and experiments conducted outside their headquarters area, will be remunerated in accordance with the former Employer's (Defence Research Board) remuneration policy, as delineated in Personnel Letter No. 1-1974, dated January 4, 1974, DRB Administrative Order No. 304 and Appendix "A" thereto.