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Ns. OF EMPLOYEES	2,245	
NOMBRE D'EMPLOYÉS		

# Group:

COMMERCE  
(all employees)

Agreement between the  
Treasury Board and  
The Professional Institute of  
the Public Service of Canada

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2.5

Code: 311/87

Expiry date:  
December 21, 1987

# Canada

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PART A  
GENERAL

ARTICLE 1

PURPOSE OF AGREEMENT

**1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Institute, to set forth certain terms and conditions of **employment** relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.

**1.02** The parties to this Agreement share a desire to improve the quality of the Public Service of Canada, to maintain professional standards and to promote the well-being and increased efficiency of its employees to the end that the people of Canada will be well and effectively served. Accordingly, they are determined to establish within the framework provided by law, an effective working relationship at all levels of the Public Service in which members of the bargaining unit are employed.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

**2.01** For the purpose of this Agreement:

- (a) "bargaining unit" means all the employees of the Employer in the **Commerce** Group, Administrative and Foreign Service Category, as described in the certificate issued by the **Public Service Staff Relations Board** on the nineteenth day of October, 1968;
- (b) "continuous employment" has the same meaning as specified in the "**Public Service Terms and Conditions of Employment Regulations**" as these regulations exist on the date of the signing of this Agreement;
- (c) "**daily** rate of pay" means an employee's weekly rate of pay divided by five (5);
- (d) "day of rest" in relation to an employee means a day, other than a designated paid holiday, on **which** that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave;
- (e) "employee" means a person so defined by the Public Service Staff Relations Act and who is a member of the bargaining unit;
- (f) "Employer" means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board;
- (g) "headquarters area" has the same meaning as given to the expression in the **Travel Policy**;
- (h) "designated paid holiday" means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a holiday in this Agreement;
- (i) "hourly rate of pay" means a full-time employee's weekly rate of pay divided by thirty-seven and one-half (37½);
- (j) "Institute" means the Professional Institute of the **Public** Service of Canada;
- (k) "lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;
- (l) "**leave**" means authorized absence from duty;
- (m) "membership dues" means the dues established pursuant to the by-laws and regulations of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and shall not include any initiation fee, insurance **premium**, or special levy;
- (n) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176;

- (o) a "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person of the opposite sex, publicly represented that person to be his/her spouse, and lives and intends to continue to live with that person as if that person were his/her spouse;
  - (p) "double time" means twice the hourly rate of pay;
  - (q) "time and one-half" means one and one-half (1½) times the hourly rate of pay.
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement,
- (a) if defined in the Public Service Staff Relations Act, have the same meaning as given to them in the Public Service Staff Relations Act,
- and
- (b) if defined in the Interpretation Act, but not defined in the Public Service Staff Relations Act, have the same meaning as given to them in the Interpretation Act.

### ARTICLE 3

#### OFFICIAL TEXTS

- 3.01 Both the English and French texts of this Agreement shall be official.

### ARTICLE 4

#### APPLICATION

- 4.01 The provisions of this Agreement apply to the Institute, employees and the Employer.
- 4.02 In this agreement, words importing the masculine gender shall include the feminine gender.

### ARTICLE 5

#### MANAGEMENT RIGHTS

- 5.01 All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Institute as being retained by the Employer.

### ARTICLE 6

#### RIGHTS OF EMPLOYEES

- 6.01 Nothing in this Agreement shall be construed as limiting or eliminating any rights or obligations whatever, recognized or conferred upon any employee, under any federal or provincial statutes, present or future.



**PART B**  
**WORKING CONDITIONS**



ARTICLE 7

HOURS OF WORK

4-2-31

7.01 The normal work week shall be thirty-seven and one-half (37½) hours, and the normal daily hours of work shall be seven and one-half (7½) hours.

7.02 The normal workweek shall be Monday through Friday and the normal workday shall be scheduled between 7:00 am and 6:00 p.m.

3-2-1

7.03 An employee normally shall be granted two (2) consecutive days of rest during each seven (7) day period unless operational requirements do not so permit.

7.04 Employees will submit monthly attendance registers; only those hours of overtime and absences need be specified.

7.05 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 (28)-day period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for him.

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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.

ARTICLE 8

OVERTIME

8.01 In this Article, "overtime" means:

- (a) authorized work performed by an employee in excess of his scheduled daily hours of work;
- (b) authorized work performed by an employee on a normal day of rest or a holiday.

8.02 When an employee is required by the Employer to work overtime, compensation shall be paid as follows:

- (a) on a normal workday, at the rate of time and one-half (1½) for such overtime;
- (b) on a first day of rest, at the rate of time and one-half (1½) for such overtime;
- \* (c) on a second or subsequent day of rest, at the rate of 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) notwithstanding clause (c) above, if in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one-half (1½) for the first day worked.

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8.03 When an employee is required by the employer to work Overtime on a holiday, he shall be paid, in addition to his regular pay for the day

- (a) time and one-half (1½) for such overtime, or
- (b) double (2) time for such overtime when the holiday is not his scheduled day of work and is contiguous to a day of rest on which he also worked and received double (2) time compensation.

E-0

8.04 All calculations for overtime shall be based on each completed half (&)-hour.

8.05 General

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

8.06 Except in cases of emergency, call back, or mutual agreement the Employer shall wherever possible give at least twelve (12) hours' notice of any requirement for overtime.

8.07 The Employer will endeavour to make cash payments for overtime in the month following the month in which the credits were granted.

4-1

8.08 Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave at the applicable premium rate. Leave credits earned in a fiscal year and outstanding on September 30 of the next following fiscal year shall be compensated for at a rate determined by multiplying the daily rate of pay of the employee as determined from the classification prescribed in his certificate of appointment of his substantive position on September 30th by the number of days of unused leave credits.

8.09

\*\*

392-05"

(a) An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed his expenses for one meal in the amount of five dollars (\$5) except where free meals are provided. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

\*\*

2-045

(b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he shall be reimbursed for one additional meal in the amount of four dollars and fifty-cents (\$4.50) except where free meals are provided. Reasonable time with pay to be determined by management shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

\*\*8.10 Clause 8.09 shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

ARTICLE 9

CALL-BACK PAY

9.01 An employee, who has completed his normal hours of work and left his place of work and who is called back to work for a period of non-contiguous overtime prior to reporting for his next regular scheduled work period, shall be granted compensation at the applicable overtime rate. Minimum compensation shall be for a period of three (3) hours.

483-1

ARTICLE 10

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49-8600

STANDBY

10.01 When the Employer requires an employee to be available on standby during off-duty hours an employee shall be compensated at the rate of one-half (1/2) hour for each four (4)-hour period or portion thereof for which he had been designated as being on standby duty.

10.02 An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with Article 9 - Call-Back.

10.03 An employee required to be on standby duty shall be available during his period of standby at a known telephone number and be able to return for duty as quickly as possible if called.

10.04 No standby duty payment should be granted if any employee is unable to report for duty when required.

ARTICLE 11

DESIGNATED PAID HOLIDAYS

11.01 Subject to clause 11.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first Monday in August,

and

- (l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

11.02 Except in circumstances set out in Article 26, Clause 11.01 does not apply to an employee who is absent without pay on his scheduled working days both immediately preceding and immediately following the holiday.

11.03 Holiday Falling on a Day of Rest

When a day designated as a holiday under clause 11.01 coincides with an employee's scheduled day of rest, the holiday shall be moved to the employee's first scheduled day of work following his scheduled day of rest.

11.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 11.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a scheduled day of rest,

and

- (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

\*\* 11.05 Holiday Coinciding with a Day of Paid Leave

Where a day that is a designated paid holiday coincides with a day of leave with pay, or is moved as a result of the application of clause 11.03, that day shall count as a holiday and not as a day of leave.

ARTICLE 12

TRAVELLING TIME

12.01 For the purposes of this Agreement travelling time is **compensated** for only in the circumstances and to the extent provided for in this Article.

12.02 When an employee is required to travel outside his headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel **shall** be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 12.03 and 12.04. Travelling time shall include time necessarily spent at each stop-over en route up to a **maximum** of three (3) hours.

12.03 For the purposes of clauses 12.02 and 12.04, the travelling time for which an employee shall be compensated is as follows:

- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as **determined** by the Employer.
- (b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, directly to his destination and, upon his return, directly back to his residence or work place.
- (c) in the event that an alternative time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternative arrangements but compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

12.04 If an employee is required to travel as set forth in clauses 12.02 and 12.03:

- (a) On a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day.
- (b) On a normal working day on which he travels and works, the employee shall be paid:
  - (i) his regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7½) hours,
  - and
  - (ii) at the applicable overtime rate for additional travel time in excess of a seven and one-half (7½)-hour period of work and travel, with a maximum payment for such additional travel time not to exceed seven and one-half (7½) hours' pay at the straight-time hourly rate in any day.
- (c) On a day of rest or on a holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of Seven and one-half (7½) hours' pay at the straight-time hourly rate.

12.05 No travel compensation **will** be paid for travel in connection with courses, training sessions, conferences and seminars, unless he is required to attend by the Employer.

12.06 This Article above does not apply to an employee required to perform work in any type of transport in which he is travelling. In such circumstances, the employee shall receive the greater of:

- (a) on a normal working day, his regular pay for the day,

or

- (b) pay for actual hours worked in accordance with articles 7 and 8 of this **agreement**.

12.07 Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave at the applicable premium rate. Leave credits earned in a fiscal year and outstanding on September 30 of the next **following** fiscal year **shall** be paid in cash at the employee's daily rate of pay on September 30.

ARTICLE 13

LEAVE - GENERAL

13.01 When the employment of an employee who has been granted more vacation or sick leave with pay than he has earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to him.

13.02 When the employment of an employee who has been granted more vacation or sick leave with pay than he has earned is terminated by lay-off, he is considered to have earned the amount of leave with pay granted to him.

13.03 An employee is entitled, once in each fiscal year, to be informed, upon request, of the balance of his vacation or sick leave with pay credits.

13.04 The amount of leave with pay credited to an employee by the Employer at the time when this Agreement is signed, or at the time when he becomes subject to this Agreement, shall be retained by the employee.

13.05 Notwithstanding anything contained in Article 14 (Vacation Leave), Article 15 (Sick Leave), Article 16 (Other Leave), and Article 17 (Career Development), an employee shall not be granted vacation leave, sick leave, other leave or career development leave with pay while he is on leave without pay or under su pension.

13.06 An employee sha 1 not be granted two (2) different types of leave with pay in respect of the same period of time.

ARTICLE 14

VACATION LEAVE

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

14.02 Accumulation of Vacation Leave

An employee who has earned at least ten (10) days' pay during any calendar month of a vacation year shall earn vacation leave credits at the following rates in respect of that month:

- (a) (i) one and one-quarter (1 $\frac{1}{4}$ ) days per month until the month in which the anniversary of his eighth (8th) year of service occurs;
- (ii) one and two-thirds (1  $\frac{2}{3}$ ) days per month commencing with the month in which his eighth (8th) year of service occurs;
- (iii) two and one-twelfth (2  $\frac{1}{12}$ ) days per month commencing with the month in which his twentieth (20th) anniversary of service occurs;

(b) however, an employee who has received or is entitled to receive furlough leave shall have his vacation leave credits earned under this Article, reduced by five-twelfths (5/12ths) of a day per month from the beginning of the month in which he completes his twentieth (20th) year of continuous employment until the beginning of the month in which he completes his twenty-fifth (25th) year of continuous employment.

14.03 For the purposes of clauses 14.01 and 14.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave, except where a person who, on leaving the Public Service, takes or has taken severance pay. However, discontinuous service shall count for the purpose of determining vacation leave entitlement when an employee who receives severance pay on lay-off is re-appointed to the Public Service within one year following the date of lay-off.

**14.04** Entitlement to Vacation Leave

An employee is entitled to vacation leave to the extent of his earned credits but an employee who has completed six (6) months of continuous service may receive an advance of credits equivalent to the anticipated credits for the vacation year.

**14.05** Scheduling of Vacation Leave

In scheduling vacation leave with pay for an employee the Employer shall, subject to the operational requirements of the service, make every reasonable effort to comply with the employee's wishes:

- (a) to schedule his vacation leave during the fiscal year in which it is earned, if so requested by the employee not later than May 1;
- (b) to schedule his vacation leave for at least two (2) consecutive weeks if so requested by the employee not later than May 1;
- (c) to schedule his vacation leave when specified by the employee if:
  - (i) the period of vacation leave requested is less than a week,
  - and
  - (ii) he gives the Employer at least two (2) days' advance notice for each day of vacation leave requested.

**14.06** The Employer shall give the employee as much notice as is practicable that a request for vacation or furlough leave has or has not been approved. If the leave is not approved the employee shall be so advised immediately.

**14.07** Carry-Over of Vacation Leave

55D-1

- (a) The Employer shall comply with a request made by an employee before January 1 that he be permitted to carry-over into the following fiscal year, any vacation leave accredited to him. The total carry-over so requested shall not exceed thirty-five (35) days.
- (b) Where in any vacation year all vacation leave has not been scheduled the unused vacation leave shall be carried over into the following vacation year.
- (c) During any vacation year, upon application by the employee and at the discretion of the Employer, vacation leave credits in excess of fifteen (15) days may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on the last day of the vacation year.

**14.08** Recall from Vacation Leave

- (a) Subject to operational requirements, the Employer will make every reasonable effort not to recall an employee to duty after he has proceeded on vacation leave;
- (b) Where, during any period of vacation leave, 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 sub-clause 14.08 (b) to be reimbursed for reasonable expenses incurred by him.

**14.09 Leave When Employment Terminates**

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 applicable to his authorized classification, immediately prior to the termination of his employment.

**14.10** Where the employee requests, the Employer shall grant the employee his unused vacation leave credits prior to termination of employment if this will enable him, for purposes of severance pay, to complete the first year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.

**14.11** Notwithstanding clause 14.09, 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 14.09, if he requests it within six (6) months following the date upon which his employment is terminated.

**14.12 Advance Payments**

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 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.

**14.13 Cancellation of Vacation Leave**

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.

**14.14 Furlough leave**

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.

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

(a) is granted bereavement leave,

or

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

or

(c) is granted sick leave,

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

ARTICLE 15

SICK LEAVE

15.01 Credits

An employee shall earn sick leave credits at the rate of one and one-quarter (1 $\frac{1}{4}$ ) days for each calendar month for which he receives pay for at least ten (10) days.

73-15994

15.02 Granting of Sick Leave

An employee shall be granted sick leave with pay when he is unable to perform his duties because of illness or injury provided that:

- (a) he satisfies the Employer of this condition in such a manner and at such a time as may be determined by the Employer,
- and
- (b) he has the necessary sick leave credits.

15.03 Unless the employee is otherwise informed by the Employer, a statement signed by him stating that because of his illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of sub-clause 15.02 (a).

15.04 An employee shall not be granted sick leave with pay during any period in which he is on leave of absence without pay, or under suspension.

15.05 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

15.06 Advance of Credits

Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 15.02, sick leave with pay may, at the discretion of the Employer, be granted:

- (a) for a period of up to twenty-five (25) days if he is awaiting a decision on an application for injury-on-duty leave,
- or
- (b) for a period of up to fifteen (15) days if he has not submitted an application for injury-on-duty leave,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

15.07 The Employer may for good and sufficient reason, advance sick leave credits to an employee when a previous advance has not been fully reimbursed.

15.08 If an employee becomes ill during a period of compensatory leave and such illness is supported by a medical certificate, the employee shall be granted sick leave with pay and his compensatory leave credits shall be restored to the extent of any concurrent sick leave granted.

\*\* 15.09 Sick leave credits earned but unused by an employee during a previous period of employment in the Public Service shall be restored to an employee whose employment was terminated by reason of lay-off and who is reappointed in the Public Service within one year from the date of lay-off.

ARTICLE 16

OTHER LEAVE WITH OR WITHOUT PAY

\*\* 16.01 In respect to applications for leave made pursuant to this Article, the employee may be required to provide satisfactory validation of the circumstances necessitating such requests.



## 16.02 Bereavement Leave

For the purpose of this clause, immediate family is defined as father, mother, stepfather, stepmother, foster parents, brother, sister, spouse, (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, and in addition a relative who permanently resides in the employee's household or with whom the employee permanently resides.

- (a) Where a member of his immediate family dies, an employee shall be granted bereavement leave for a period of up to four (4) consecutive days and not extending beyond the day following the funeral. During such period he shall be granted special leave with pay for those days which would have been regularly scheduled working days. In addition, he may be granted up to three (3) days' special leave with pay for the purpose of travel to and from the place of the funeral.
- (b) In special circumstances and at the request of the employee, bereavement leave may be extended beyond the day following the day of the funeral but the total number of days granted must be consecutive and not greater in number than those provided above, and must include the day of the funeral.
- (c) An employee shall be granted leave with pay up to a maximum of one day, in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandchild.
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Deputy Head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clauses 16.02(a) and (c).
- (e) If, during a period of paid leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave under this clause, he shall be granted bereavement leave and his paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.

## 16.03 Maternity Leave Without Pay

- (A) (i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than twenty-six (26) weeks after the termination date of pregnancy, subject to the Paternity Leave Without Pay clause.
- (ii) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
- (iii) An employee who has not commenced maternity leave without pay may elect to:
  - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,
  - (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave With Pay article. For purposes of this clause, illness or injury as defined in the Sick Leave article shall include medical disability related to pregnancy.
- (iv) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to her pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
- (v) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

- (B) (i) After completion of six (6) months' continuous employment an employee who agrees to return to work for a period of at least six months and who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to section 30, Unemployment Insurance Act, 1971, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (ii) An applicant under sub-clause 16.03(B)(i) shall sign an agreement with the Employer, providing:
  - (a) that she will return to work and work for a period of at least six (6) months less any period in respect of which she is granted leave with pay;
  - (b) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Employer's consent.
- (iii) Should the employee fail to return to work as per the provisions of sub-clauses 16.03(B)(i)(a) and (b) for reasons other than death or lay-off, the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance.

(C) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- \*\* (i) where an employee is subject to a waiting period of two (2) weeks before receiving Unemployment Insurance maternity benefits, an allowance of ninety-three per cent (93%) of her weekly rate of pay for each week of the two (2) week waiting period less any other monies earned during this period; and/or
- (ii) up to a maximum of fifteen (15) additional weeks? payments equivalent to the difference between the UI benefits the employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during the period which may result in a decrease in UI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
- (iii) (a) for a full-time employee the weekly rate of pay referred to in sub-clauses 16.03(C)(i) and (ii) shall be the weekly rate of pay, to which she is entitled for the classification prescribed in her certificate of appointment, on the day immediately preceding the commencement of the maternity leave;
- (b) for a part-time employee the weekly rate of pay referred to in sub-clauses 16.03(C)(i) and (ii) shall be the prorated weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment averaged over the six (6) month period of continuous employment immediately preceding the commencement of the maternity leave.
- (c) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under sub-clauses 16.03(C)(i) or (ii) shall be adjusted accordingly.

**16.04 Paternity Leave Without Pay**

- (a) A male employee who intends to request paternity leave shall notify the Employer at least fifteen (15) weeks in advance of the expected date of the birth of his child.
- (b) A male employee may request paternity leave without pay at least four (4) weeks prior to the expected date of the birth of his child and, subject to Sections (c) and (d) of this clause, shall be granted paternity leave without pay for a period beginning on the date of the birth of his child or at a later date requested by the employee and ending not later than twenty-six (26) weeks after the date of the birth of his child.
- (c) The Employer may:
  - (i) defer the commencement of paternity leave without pay at the request of an employee;
  - (ii) require an employee to submit a birth certificate of the child.

- (d) Paternity leave without pay and maternity leave without pay after the termination of pregnancy utilized by an employee-couple in conjunction with the birth of their child shall not exceed a total of twenty-six (26) weeks for both employees combined.
- (e) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

**16.05 Adoption Leave Without Pay**

- (a) An employee who intends to request adoption leave shall notify the Employer as soon as the application for adoption has been approved by the adoption agency.
- (b) An employee shall, upon request and subject to sections (c), (d) and (e) of this clause, be granted adoption leave without pay for a period beginning on or after the date of acceptance of custody of a child and ending not later than twenty-six (26) weeks after the date of such acceptance of custody.
- (c) An employee shall inform the Employer in writing of his plans for taking adoption leave without pay at least four (4) weeks prior to the acceptance of custody of a child.
- (d) At its discretion, the Employer may:
  - (i) require the employee to submit proof of adoption
  - (ii) grant the employee adoption leave with less than four (4) weeks written notice prior to acceptance of custody.
- (e) Adoption leave without pay utilized by a Public Service employee-couple in conjunction with the adoption of a child shall not exceed a total of twenty-six (26) weeks for both employees combined.
- (f) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

**16.06 Leave Without Pay for the Care and Nurturing of Pre-School Age Children**

\*\* Subject to operational requirements, an employee shall be granted leave without pay for the care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (i) an employee shall notify the Employer in writing four (4) weeks in advance of the commencement date of such leave;
- (ii) leave granted under this clause shall be for a minimum period of six (6) weeks;
- (iii) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (iv) such leave in excess of three months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and "service" for the purpose of calculating vacation leave.
- (v) time spent on such leave shall not be counted for pay increment purposes.

**16.07 Leave Without Pay for Personal Needs**

Leave without pay will be granted for personal needs, in the following manner:

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.

Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes,

- (b) Subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
- (c) An employee is entitled to Leave Without Pay for Personal Needs only once under each of (a) and (b) of this clause during his total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer.
- (d) Leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

**16.08** Leave Without Pay for Relocation of Spouse

- (a) At the request of an employee, leave without pay for a period up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- (b) Leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

**16.09** Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including stepparents or foster parents), or any relative residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
  - (i) up to one-half (½) day of leave with pay for an appointment to take a family member as defined in (a) above, for a medical or dental appointment when the family member is incapable of attending the appointment by himself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must make every reasonable effort to schedule the appointment to minimize or preclude time away from work, and must notify his supervisor of the appointment as far in advance as possible.
  - (ii) up to two (2) consecutive days of leave with pay to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration.
  - (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.
  - (iv) five (5) days' marriage leave for the purpose of getting married provided that the employee gives the Employer at least five (5) days' notice.
- (c) the total leave with pay which may be granted under sub-clauses (b)(i), (ii), (iii) and (iv) shall not exceed five (5) days in a fiscal year.

**16.10** Court Leave

Leave with pay shall be given to an employee who is required:

- fa) to be available for jury selection and/or to serve on a jury;

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H-1  
20-1

or

- (b) by subpoena or summons to attend as a witness in any proceeding held:
- (i) in or under the authority of a court of justice or before a grand jury,
  - (ii) before a court, judge, justice, magistrate or coroner,
  - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of his position,
  - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,

or

- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

**16.11 Injury-on-duty Leave**

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer when a claim has been made pursuant to the Government Employees Compensation Act, and a Workmen's Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

- (a) personal injury received in the performance of his duties and not caused by the employee's wilful misconduct,
- (b) an industrial illness or a disease arising out of and in the course of his employment,

if the employee agrees to remit to the Receiver General of Canada any amount received by him in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing however that such amount does not stem from a personal disability policy for which the employee or his agent has paid the premium.

**16.12 Leave With or Without Pay for Other Reasons**

At its discretion, the Employer may grant leave with or without pay for purposes other than those specified in this Agreement.

**ARTICLE 17**

**CAREER DEVELOPMENT**

**\* 17.01 General**

The parties recognize that in order to maintain and enhance professional expertise, employees, from time to time, need to have an opportunity to attend or participate in career development activities described in this Article.

**17.02 Education Leave**

- (a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable him to fill his present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

- 62A-2
- (b) An employee on Education Leave without pay under this clause shall receive an allowance in lieu of salary equivalent from fifty per cent (50%) to one hundred per cent (100%) of his basic salary. The percentage of the allowance is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
  - (c) Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
  - (d) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
    - (i) fails to complete the course,
    - (ii) does not resume employment with the Employer on completion of the course,or
    - (iii) ceases to be employed, except by reason of death or lay-off, before termination of the period he has undertaken to serve after completion of the course,he shall repay the Employer all allowances paid to him under this clause during the education leave or such lesser sum as shall be determined by the Employer.

**\*\* 17.03 Attendance at Conferences and Conventions**

- (a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to his field of specialization, subject to operational requirements.
- (c) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- (d) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
- (e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his payment of convention or conference registration fees and reasonable travel expenses.
- (f) An employee shall not be entitled to any compensation under Article 8 (Overtime) and 12 (Travelling Time) in respect of hours he is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by paragraph (d).

**\*\* 17.04 Professional Development**

- (a) The parties to this Agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:
  - (i) to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,
  - (ii) to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer,

- (iii) to carry out research in the employee's field of specialization not specifically related to his assigned work projects when in the opinion of the Employer such research is needed to enable the employee to fill his present role more adequately.
- (b) Subject to the Employer's approval an employee shall receive leave with pay in order to participate in the activities described in 17.04(a).
- (c) An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.
- (d) When an employee is selected by the Employer for professional development under this clause the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (e) An employee selected for professional development under this clause shall continue to receive his normal compensation including any increase for which he may become eligible. The employee shall not be entitled to any compensation under Articles 8 (Overtime) and 12 (Travelling Time) while on professional development under this clause.
- (f) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

**\* 17.05 Selection Criteria**

- (a) The Employer shall establish Selection Criteria for granting leave under clauses 17.02, 17.03 and 17.04. Upon request, a copy of these criteria will be provided to an employee and/or the Institute Representative.
- (b) The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on Career Development. To this effect, the Employer, upon request, will consult with the Institute as prescribed in Article 30, Joint Consultation.

**17.06 Examination Leave With Pay**

Leave with pay may be granted to an employee for the purpose of writing an examination which will require the employee's absence during his normal hours of work. Such leave will be granted only where in the opinion of the Employer the course of study is directly related to the employee's duties or will improve his qualifications.

**17.07 Personnel Selection Leave**

Where an employee participates as a candidate in a personnel selection process for a position in the Public Service, as defined in the Public Service Staff Relations Act, the employee is entitled to leave of absence with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required. Such leave will only be granted for those periods the employee would normally be on duty.

**ARTICLE 18**

**SEVERANCE PAY**

18.01 Under the following circumstances and subject to clause 18.02, an employee shall receive severance benefits calculated on the basis of his weekly rate of pay:

**(a) Lay-Off**

- (i) On the first lay-off after September 18, 1980, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment.
- (ii) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment less any period in respect of which he was granted Severance Pay under 18.01(a)(i) above.

(b) Resignation 31c-1

On resignation, subject to clause 18.01(c) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) Retirement D-1

33-30

On retirement, when an employee is entitled to an immediate annuity under the Public Service Superannuation Act or is entitled to an immediate annual allowance under the Public Service Superannuation Act, one (1) week's pay for each complete year of continuous employment with a maximum benefit of thirty (30) weeks' pay.

(d) Death L-1

If an employee dies, there shall be paid to his estate an amount determined in accordance with clause 18.01(c) regardless of any other benefit payable.

(e) Rejection on Probation G-1

On rejection on probation, when an employee has completed more than two (2) Years of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks' pay.

(f) Release for incapacity F-1

On release for incapacity under Section 31 of the Public Service Employment Act, when an employee has completed more than one (1) year of continuous employment, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

18.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under clause 18.01 be pyramided.

18.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in his certificate of appointment on the date of the termination of his employment.

ARTICLE 19

STATEMENT OF DUTIES

19.01 Upon written request, an employee shall be entitled to a complete and current statement of the duties and responsibilities of his position, including the position's classification level and the position rating form.

ARTICLE 20

SAFETY AND HEALTH

20.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Institute and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.



PART C  
STAFF RELATIONS MATTERS

ARTICLE 21

RECOGNITION

21.01 The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the 19th day of October 1968 covering employees of the Commerce Group in the Administrative and Foreign Service Category.

21.02 The Employer recognizes that it is a proper function and a right of the Institute to bargain with a view to arriving at a collective agreement and the Employer and the institute agree to bargain in good faith, in accordance with the provisions of the Public Service Staff Relations Act.

ARTICLE 22

CHECK-OFF

1-5  
22.01 Subject to the provisions of this Article, the Employer will, as condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit.

2-1  
22.02 The institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 22.01.

22.03 For the purpose of applying clause 22.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available.

22.04 An employee who satisfies the Employer to the extent that he declares in an affidavit that he is a member of a religious organization registered pursuant to the Income Tax Act, whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization and that he will make contributions to a charitable organization equal to dues shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved. A copy of the affidavit will be provided to the Institute.

22.05 From the date of signing and for the duration of this Agreement, no employee organization as defined in Section 2 of the Public Service Staff Relations Act, other than the Institute shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

22.06 The amounts deducted in accordance with clause 22.01 shall be remitted to the Institute by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

22.07 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

22.08 The institute agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer, in which case the liability shall be limited to the amount of the error.

ARTICLE 23

USE OF EMPLOYER FACILITIES

23.01 A duly accredited representative of the Institute may be permitted access to the Employer's premises on stated Institute business and to attend meetings called by management. Permission to enter the premises shall, in each case be obtained from the Employer. Such permission shall not be unreasonably withheld.

23.02 Reasonable space on bulletin boards will be made available to the Institute for the posting of official Institute notices, in convenient locations as determined by the Employer. Notices or other material shall require the prior approval of the Employer, except notice, of meetings of their members and elections, the names of Institute representatives, and social and recreational events.

23.03 The Employer shall continue its present practice of making available to the Institute, specific locations on its premises for the placement of reasonable quantities of literature of the Institute.

ARTICLE 24

INFORMATION

24.01 The Employer agrees to provide the Institute, on a quarterly basis, with a list of all employees in the bargaining unit. The list referred to herein shall include the name, employing department, geographical location and classification of the employee and shall be provided within one month following the termination of each quarter. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees.

24.02 The Employer agrees to supply each employee with a copy of the Collective Agreement.

\*\*24.03 Upon written request of an employee, the Employer shall make available at a mutually satisfactory time National Joint Council Agreements listed in Clause 29.03 which have a direct bearing on the requesting employee's terms and conditions of employment.

ARTICLE 25

REPRESENTATIVES

25.01 The Employer acknowledges the right of the Institute to appoint employees as Representatives.

25.02 The Employer and the Institute shall determine the area of jurisdiction of each Representative, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure.

\*\*25.03 The Institute shall notify the Employer promptly and in writing of the names of its Representatives appointed pursuant to 25.02 and of any subsequent changes.

25.04 A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate with fellow employees, complaints of an urgent nature, to meet with local management for the purpose of dealing with such complaints or problems and to attend meetings called by management. Such permission shall not be unreasonably withheld. After the Representative resumes his duties, he shall so notify his supervisor as soon as practicable.

ARTICLE 26

LEAVE FOR STAFF RELATIONS MATTERS

26.01 PUBLIC SERVICE STAFF RELATIONS BOARD HEARINGS

(1) Complaints made to the Public Service Staff Relations Board pursuant to Section 20 of the Public Service Staff Relations Act

Where operational requirements permit, the Employer will grant leave with pay:

(a) to an employee who makes a complaint on his own behalf before the Public Service Staff Relations Board,

and

- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the institute making a complaint.

(2) **Applications for Certification, Representations and Interventions with respect to Applications for Certification**

Where operational requirements permit, the Employer will grant leave without pay:

- (a) to an employee who represents the Institute in an application for certification or in an intervention,

and

- (b) to an employee who makes personal representations with respect to a certification.

(3) **Employee Called as a Witness**

The Employer will grant leave with pay:

- (a) to an employee called as a witness by the Public Service Staff Relations Board,

and

- (b) where operational requirements permit, to an employee called as a witness by an employee or the Institute.

**26.02 ARBITRATION BOARD AND CONCILIATION BOARD HEARINGS**

- (1) Where operational requirements permit, the Employer will grant leave with pay to an employee representing the Institute before an Arbitration Board or Conciliation Board.

(2) **Employee called as a Witness**

The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or Conciliation Board and, where operational requirements permit, leave with pay to an employee called as a witness by the Institute.

**26.03 ADJUDICATION**

(1) **Employee who is a Party**

Where operational requirements permit, the Employer will grant leave with pay to an employee who is a party.

(2) **Employee who Acts as Representative**

Where operational requirements permit, the Employer will grant leave with pay to the representative of an employee who is a party.

(3) **Employee called as a Witness**

Where operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party.

**26.04 MEETINGS DURING THE GRIEVANCE PROCESS**

(1) **Employee Presenting Grievance**

Where operational requirements permit, the Employer will grant to an employee,

- (a) where the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of such employee and "on duty" status when the meeting is held outside the headquarters area of such employee;

and

- (b) where an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

(2) Employee who Acts as Representative

Where an employee wishes to represent at a meeting with the Employer, an employee who has presented a grievance, the Employer will, where operational requirements permit, grant leave with pay to the representative when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

(3) Grievance Investigations

Where an employee has asked or is obliged to be represented by the Institute in relation to the presentation of a grievance and an employee acting on behalf of the Institute wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable leave with pay for this purpose when the discussion takes place in the headquarters area of such employee and leave without pay when it takes place outside the headquarters area of such employee.

**26.05** CONTRACT NEGOTIATIONS MEETINGS

Where operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiations meetings on behalf of the Institute.

**26.06** PREPARATORY CONTRACT NEGOTIATIONS MEETINGS

Where operational requirements permit, the Employer will grant leave without pay to an employee to attend preparatory contract negotiations meetings.

**26.07** MEETINGS BETWEEN THE INSTITUTE AND MANAGEMENT

Where operational requirements permit, the Employer will grant leave with pay to an employee who is meeting with management on behalf of the Institute.

**26.08** INSTITUTE MEETINGS AND CONVENTIONS

Where operational requirements permit, the Employer will grant leave without pay to an employee to attend meetings and conventions provided in the Constitution and By-laws of the Institute.

**26.09** REPRESENTATIVES' TRAINING COURSES

Where operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a Representative on behalf of the Institute to undertake training related to the duties of a Representative.

ARTICLE 27

CONTRACTING OUT

27.01 The Employer will continue past practice in giving all reasonable consideration to continued employment in the Public Service of employees who would otherwise become redundant because work is contracted out.

ARTICLE 28

GRIEVANCE PROCEDURE

In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with Section 7.0 of the NJC By-Laws,

28.01 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When an employee, within the time limits prescribed in clause 28.08 gives notice that he wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance-time limits.

28.02 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to his immediate supervisor or local officer-in-charge who shall forthwith:

(a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,

and

(b) provide the employee with a receipt stating the date on which the grievance was received by him.

28.03 A grievance of an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

28.04 Subject to and as provided in Section 90 of the Public Service Staff Relations Act, an employee who feels that he has been treated unjustly or considers himself aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 28.02, except that:

(a) where there is another administrative procedure provided by or under any Act of Parliament to deal with his specific complaint such procedure must be followed,

and

(b) where the grievance relates to the interpretation or application of this Collective Agreement or an Arbitral Award, he is not entitled to present the grievance unless he has the approval of and is represented by the Institute.

28.05 There shall be no more than a maximum of four (4) levels in the grievance procedure. These levels shall be as follows:

(a) Level 1 - first level of management;

(b) Level 2 - (and 3 in departments or agencies where such a level is established) - intermediate level(s);

(c) Final Level - Deputy Head or his authorized representative.

28.06 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.

This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Institute.

28.07 If he so desires an employee may be assisted and/or represented by the Institute when presenting a grievance at any level. The institute shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

28.08 An employee may present a grievance to the first level of the procedure in the manner prescribed in clause 28.02, not later than the twenty-fifth (25th) day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to grievance.

28.09 An employee may present a grievance at each succeeding level in the grievance procedure beyond the first level either:

(a) where the decision or settlement is not satisfactory to him, within ten (10) days after that decision or settlement has been conveyed in writing to him by the Employer,

or

(b) where the Employer has not conveyed a decision to him within the time prescribed in clause 28.10, within fifteen (15) days after he presented the grievance at the previous level.

28.10 The Employer shall normally reply to an employee's grievance at any level of the grievance procedure, except the Final Level, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the Final Level.

28.11 Where an employee has been represented by the Institute in the presentation of his grievance, the Employer will provide the appropriate representative of the Institute with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

28.12 Where a grievance has been presented up to and including the final level in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final level in the grievance process is final and binding and no further action may be taken under the Public Service Staff Relations Act.

28.13 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated holidays shall be excluded.

28.14 Where the provisions of clause 28.02 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

28.15 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Institute representative, except as provided in clause 28.17.

28.16 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of grievance procedure, any or all the levels except the Final Level may be eliminated by agreement of the Employer and the employee, and, where applicable, the Institute.

28.17 Where the Employer discharges an employee, the grievance procedure set forth in this Agreement shall apply except that:

(a) the grievance may be presented at the Final Level only,

and

(b) the twenty (20)-day time limit within which the Employer is to reply at the Final Level may be extended to a maximum of forty (40) days by mutual agreement of the Employer and the appropriate Representative of the Institute.

28.18 An employee may by written notice to his immediate supervisor or officer-in-charge abandon a grievance.

28.19 Any employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond his control, he was unable to comply with the prescribed time limits.

28.20 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his grievance or **refrain** from exercising his right to present a grievance, as **provided** in this Collective Agreement.

28.21 Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:

(a) the interpretation or application in respect of him of a provision of this Collective Agreement or a related Arbitral Award,

or

(b) disciplinary action resulting in discharge, suspension or a financial penalty,

and his grievance has not been dealt with to his satisfaction, he may refer the grievance to adjudication in accordance with the provisions of the Public Service Staff Relations Act and **Regulations**.

28.22 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him of a provision of this Agreement or an Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the Institute signifies in prescribed manner:

(a) its approval of the reference of the grievance to adjudication,

and

(b) its willingness to represent the employee in the adjudication proceedings.

#### ARTICLE 29

#### NATIONAL JOINT COUNCIL AGREEMENTS

29.01 Agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement, and which the parties to this Agreement have endorsed after December 6, 1978, will form part of this Collective Agreement, subject to the Public Service Staff Relations Act (PSSRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Schedule III of the PSSRA.

29.02 The NJC items which may be included in a collective agreement are those items which parties to the NJC agreements have designated as such or upon which the Chairman of the Public Service Staff Relations Board has made a ruling pursuant to (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

29.03 The following directives, policies or regulations, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board of Canada, form part of this Collective Agreement:

- (1) Foreign Service Directives;
- (2) Travel Policy;
- (3) Isolated Posts Directive;
- \*\* (4) Clothing (Uniforms);
- \*\* (5) Protective Clothing;
- (6) Living Accommodation Charges Policy;
- (7) First Aid to the General Public - Allowance for Employees;
- (8) Memorandum of Understanding on the Definition of the Word "Spouse";
- (9) Relocation Policy;



- (10) Commuting Assistance Policy;
  - (11) Bilingualism Bonus Policy;
  - \*\* (12) Workforce Adjustment Policy
- Health/Safety Standards (13 to 30)**
- (13) Boilers and Pressure Vessels;
  - (14) Dangerous Substances;
  - (15) Electrical ;
  - (16) Elevating Devices;
  - (17) First Aid;
  - (18) Hand Tools and Portable Power Tools;
  - (19) Hazardous Confined Spaces;
  - (20) Machine Guarding;
  - (21) Materials Handling;
  - (22) Motor Vehicle Operations;
  - (23) Noise Control and Hearing Conservation;
  - (24) Personal Protective Equipment;
  - (25) Pesticides;
  - (26) Elevated Work Structures;
  - (27) Use and Occupancy of Buildings;
  - (28) Sanitation;
  - \*\* (29) Refusal to Work;
  - \*\* (30) Committees and Representatives

During the term of this Collective Agreement, other directives, policies or regulations may be added to the above noted list.

Grievances in regard to the above directives, policies or regulations shall be filed in accordance with clause 28.01 of the Article on grievance procedure in this Collective Agreement.

### ARTICLE 30

#### JOINT CONSULTATION

30.01 The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest.

30.02 The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties and shall include consultation regarding career development and the provision of information to employees and the Institute. Consultation may be at the local, regional or headquarters level as determined by the parties.

\*\* 30.03 Wherever possible, the Employer shall consult with representatives of the institute at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

Joint Consultation Committee Meetings

- \*\* 30.04 The Consultation Committees shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- \*\* 30.05 Employees forming the continuing membership of the Consultation Committees shall be protected against any **loss** of normal pay by reason of attendance at such meetings with management including reasonable travel time where applicable.
- \*\* 30.06 Joint Consultation Committees are prohibited from agreeing to items which would alter any provision of this Collective Agreement.

ARTICLE 31

STANDARDS OF DISCIPLINE

31.01 Where written departmental Standards of Discipline are developed, the Employer agrees to supply sufficient information on the Standards of Discipline to each employee.

31.02 The Employer agrees to consult with the Institute when existing written Standards of Discipline are to be amended.

PART D  
OTHER TERMS AND CONDITIONS

ARTICLE 32

PART-TIME EMPLOYEES

Definition

\*\* 32.01 Part-time employee means a person whose normal scheduled hours of work on average are less than thirty-seven and one-half (37½) hours per week.

General

32.02 Part-time employees shall be entitled to the benefits provided under this agreement in the same proportion as their normal scheduled weekly hours of work compare with the normal weekly hours of work of full-time employees unless otherwise specified.

32.03 Part-time employees shall be paid at the hourly rate of pay for all work performed up to seven and one-half (7½) hours in a day or thirty-seven and one-half (37½) hours in a week.

32.04 The days of rest provisions of this collective agreement apply only in a week when a part-time employee has worked five (5) days and a minimum of thirty-seven and one-half (37½) hours in a week at the hourly rate of pay.

32.05 Leave will only be provided:

- (i) during those periods in which employees are scheduled to perform their duties;
- or
- (ii) where it may displace other leave as prescribed by this agreement.

Designated Holidays

32.06 A part-time employee shall not be paid for the designated holidays but shall, instead be paid a premium of four (4%) per cent for all straight-time hours during the period of part-time employment.

32.07 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 11.01 of this agreement, the employee shall be paid time and one-half (1½) the hourly rate of pay for the first seven and one-half (7½) hours worked on the holiday and double time thereafter.

Overtime

32.08 Overtime means authorized work performed in excess of seven and one-half (7½) hours a day or thirty-seven and one-half (37½) hours a week but does not include time worked on a holiday.

32.09 A part-time employee who is required to work overtime shall be paid at time and one-half (1½) for all overtime hours worked.

Vacation Leave

32.10 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least-twice the number of hours in the employee's normal workweek, at the rate for years of employment established in clause 14.02 prorated and calculated as follows:

- (a) when the entitlement is one and one-quarter (1 1/4) days a month, one-quarter of the hours in the employee's workweek per month.
- (b) when the entitlement is one and two-thirds (1 2/3) days a month, one-third of the hours in the employee's workweek per month.
- (c) when the entitlement is two and one-twelfth (2 1/12) days a month, five-twelfths of the hours in the employee's workweek per month.

- (d) however, a part-time employee who has received or is entitled to receive furlough leave shall have his vacation leave credits earned reduced by one-twelfth of the hours in the part-time workweek, beginning in the month in which the twentieth (20th) anniversary of continuous employment occurs until the beginning of the month in which his twenty-fifth (25th) anniversary of continuous employment occurs.

#### Sick Leave

32.11 A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal workweek for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal workweek.

#### Vacation and Sick Leave Administration

##### 32.12

- (a) for the purposes of administration of clauses 32.10 and 32.11, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

#### Severance Pay

32.13 Notwithstanding the provisions of Article 18 (Severance Pay), where the period of continuous employment in respect of which severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in completed years, shall be multiplied by the full-time weekly pay rate for the classification prescribed in the employee's certificate of appointment of his substantive position on the date of the termination of his employment.

### ARTICLE 33

#### EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

33.01 For the purpose of this Article,

- (a) a formal assessment and/or appraisal of an employee's performance means any written assessment and/or appraisal by any supervisor of how well the employee has performed his assigned tasks during a specified period in the past;
- (b) formal assessments and/or appraisals of employee performance shall be recorded on a form prescribed by the Employer for this purpose.

##### 33.02

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An employee's signature on his assessment form shall be considered to be an indication only that its contents have been read and shall not indicate his concurrence with the statements contained on the form. A copy of the employee's assessment form shall be provided to him at the time the assessment is signed by the employee.
- (b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

\*\* 33.03 When an employee disagrees with the assessment and/or appraisal of his work he shall have the right to present written counter arguments to the **manager(s)** or **committee(s)** responsible for the assessment and/or appraisal decision.

\*\*\* 33.04 Where an employee is required to attend a meeting on disciplinary matters, the employee is entitled to have a representative of the Institute attend the meeting when the representative is readily available.

\*\* 33.05 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his examination in the presence of an authorized representative of the Employer.

33.06 When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read.

\*\* 33.07 The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document or written statement concerning the conduct of an employee unless that employee has been provided with a copy of that document or statement within a reasonable period before that hearing.

33.08 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

#### ARTICLE 34

##### EMPLOYMENT REFERENCES

34.01 On application by an employee, the Employer shall provide personal references to the prospective employer of such employee, indicating length of service, principal duties and responsibilities and performance of such duties.

#### ARTICLE 35

##### PUBLICATIONS AND AUTHORSHIP

35.01 The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work by the Employer.

\*\* 35.02 The Employer agrees that original articles, professional and technical papers prepared by an employee, within the scope of his employment, will be retained on appropriate departmental files for the normal life of such files. The Employer will not unreasonably withhold permission for the publication of original articles professional and technical papers in professional media. At the Employer's discretion, recognition of authorship will be given where practicable in departmental publications.

\*\* 35.03 When an employee acts as a sole or joint author or editor of an original publication his authorship or editorship shall normally be shown on the title page of such publication.

\*\* 35.04

- (a) The Employer may suggest revisions to material and may withhold approval to publish an employee's publication.
- (b) When approval for publication is withheld, the author(s) shall be so informed.
- (c) Where the Employer wishes to make changes in material submitted for publication with which the author does not agree, the employee shall not be credited publicly if he so requests.

ARTICLE 36

TECHNOLOGICAL CHANGE

36.01 Whenever the introduction of technological change or changes in programme occurs which may result in a reduction of staff, the Employer agrees to notify the affected employee(s) and the Institute in accordance with the provisions of the Work Force Adjustment Policy.

ARTICLE 37

REGISTRATION FEES

37.01 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.

ARTICLE 38

JOB SECURITY

38.01 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.

PART E

PAY AND DURATION OF THE AGREEMENT



PAY ADMINISTRATION

ARTICLE 39

39.01 Except as provided in this Article, the Public Service Terms and Conditions of Employment Regulations, and the Regulations Respecting Pay on Reclassification and Conversion as these Regulations exist on the date of the signing of this Agreement governing the application of pay to employees are not affected by this Agreement.

39.02 An employee is entitled to be paid for services rendered at:

- (a) the pay specified in Appendix "A" for the classification of the position to which he is appointed, if the classification coincides with that prescribed in his certificate of appointment;

or

- (b) the pay specified in Appendix "A" for the classification prescribed in his certificate of appointment, if that classification and the classification of the position to which he is appointed do not coincide.

\*\*39.03

- (a) The rates of pay set forth in Appendix "A" shall become effective on the dates specified therein.
- (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of the collective agreement the following shall apply:

- (i) "retroactive period" for the purpose of clauses (i) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the collective agreement is signed or when an arbitral award is rendered therefore;

- (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death the estates of former employees, who were employees in the bargaining unit during the retroactive period.
- (iii) rates of pay shall be paid in an amount equal to what would have been paid had the collective agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;

- (iv) in order for former employees, or in the case of death for the former employees' representatives, to receive payment in accordance with clause (b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have 30 days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer to provide payment ceases;

- (v) no payment nor notification shall be made pursuant to sub-clause 39.03(b) for one dollar or less.

39.04 An employee, other than one to whom 39.06 applies, shall, on the relevant effective date of adjustment to rates of pay, be paid in the A scale of rates in Appendix "A" at the rate shown immediately below his former rate except that where an employee, during the retroactive period, was paid on initial appointment at a rate of pay above the minimum, or was promoted or transferred and shall be paid in the new scale of rates at the rate of pay nearest to but not less than the rate of pay at which he was appointed and, at the discretion of the Deputy Head, may be paid at any rate up to and including the rate shown immediately below the rate he was receiving.

39.05 When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis for a period of at least ten (10) consecutive working days, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts. When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

39.06 If university recruiting rates are increased as a result of the Employer's annual review of such rates effective January 1, 1987, the Employer shall increase the rate of pay of an employee who was appointed in 1986 and who is in the CO-1 (Development) scale by an amount equivalent to the difference between the relevant 1986 and 1987 university recruiting rates provided the maximum rate in the scale of rates is not exceeded. Such increases shall not change the employee's pay increment date.

39.07 The pay increment period for full-time employees in the CO-1 (Development) scale of rates is six (6) months and the minimum pay increment shall be three hundred dollars (\$300) or such higher amount that the Employer may determine or such lesser amount that brings the employee's rate to the maximum of the pay range. For the purposes of transfer and promotion the lowest pay increment is three hundred dollars (\$300).

39.08 The pay increment period for full-time employees in levels CO-1 to CO-4 inclusive shall be twelve (12) months and a pay increment shall be to the next rate in the scale of rates.

39.09 Except for CO-1(D), a part-time employee shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the straight-time hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. A part-time employee in level CO-1 (D) shall be eligible for a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the straight-time hourly rate of pay during a period of employment provided that a maximum rate for the CO-1(D) level is not exceeded. The pay increment date shall be the first working day following the completion of the hours specified in this clause.

39.10 For the purposes of administering clauses 39.07 and 39.08 the pay increment date for an employee, appointed on or after April 1, 1981, to a position in the bargaining unit upon 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 April 1, 1981 remains unchanged.

\*\*39.11 Only rates of pay and compensation for overtime and vacation leave credits which have been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.

#### ARTICLE 40

##### AGREEMENT RE-OPENER

40.01 This Agreement may be amended by mutual consent. If either party wishes to amend or vary this Agreement, it shall give to the other party notice in writing of any amendment proposed and the parties shall meet and discuss such proposal not later than one calendar month after receipt of such notice.

#### ARTICLE 41

##### DURATION OF AGREEMENT

\*\*41.01 This Collective Agreement shall be in effect until ~~December 21, 1987.~~ <

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


SIGNED AT OTTAWA, this 8th day of the month of January 1987.

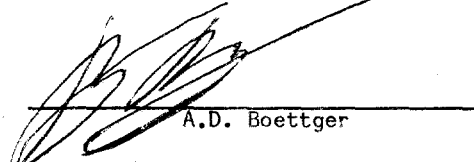
THE TREASURY BOARD

OF

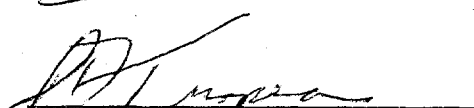
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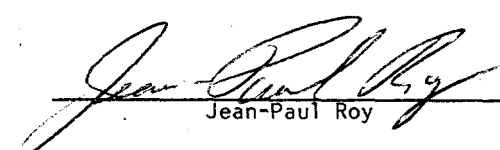
  
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D.G. Duggan

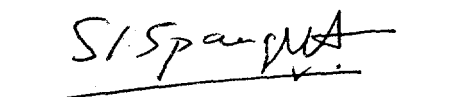
  
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Richard Stern

  
Patricia D. Tropea

  
Jean-Paul Roy


  
R.E. Smart


  
S.I. Spanglett

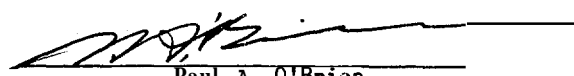
THE PROFESSIONAL INSTITUTE

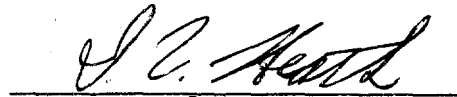
OF THE PUBLIC SERVICE

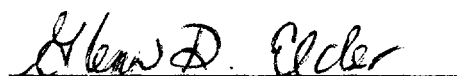
OF CANADA

  
Iris Craig

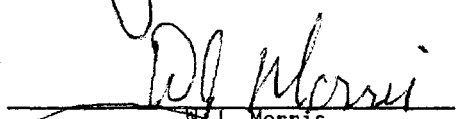
  
Blair Stannard


  
Paul A. O'Brien

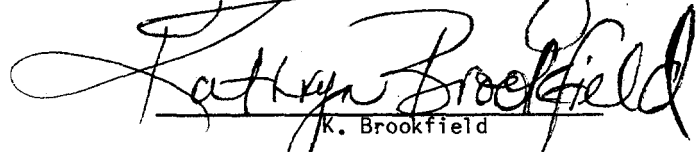
  
D.V. Heath

  
Glenn D. Elder

  
J. Pelisek

  
W.J. Morris

  
Pierre Villemare

  
K. Brookfield

  
R. McIntosh

APPENDIX "A"CO - COMMERCERATES OF PAY

A: EFFECTIVE 22 DECEMBER 1986

CO-DEVELOPMENT

FROM: \$: 15635 TO 33518 (\$10 INCREMENTS)  
 TO: A: 16182 TO 34691 (\$10 INCREMENTS)

CO-1

FROM: \$:	29078	30450	31821	33196	34564	35942	37312	38684
TO: A:	30096	31516	32935	34358	35774	37200	38618	40038

CO-2

FROM: \$:	37905	39879	41854	43829	45800	47775	49747	51725	53699
TO: A:	39232	41275	43319	45363	47403	49447	51488	53535	55578

CO-3

FROM: \$:	46457	48656	50853	53049	55247	57443	59509
TO: A:	48083	50359	52633	54906	57181	59454	61592

CO-4

FROM: \$:	53041	55442	57818	60053	62287	64521
TO: A:	54897	57382	59842	62155	64467	66779

APPENDIX "B"

MEMORANDUM OF AGREEMENT  
 BETWEEN  
 THE TREASURY BOARD  
 AND  
 THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA  
 FOR THE  
COMMERCE GROUP

The Employer and the Professional Institute of the Public Service of Canada agree that for those employees to whom the provisions of clause .05 of Article 7 (Hours of Work) apply, the provisions of the collective agreement which specifies days shall be converted to hours. Where the collective agreement refers to a "day", it shall be converted to seven and one-half (7½) hours.

For greater certainty, the following provisions shall be administered as provided herein:

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

Clause (c) "daily rate of pay" - shall not apply,

ARTICLES 8 & 12 - OVERTIME AND TRAVELLING TIME

Compensation shall only be applicable on a normal workday for hours in excess of the employee's scheduled daily hours of work.

On a day of rest, compensation shall be granted on the basis of time and one-half (1½) except that compensation shall be at double (2) time on a Sunday.

ARTICLE 11 - DESIGNATED PAID HOLIDAYS

A designated paid holiday shall account for seven and one-half (7½) hours only.

ARTICLES 14 & 15 - VACATION LEAVE AND SICK LEAVE

The converted amounts are as follows:

- (a) one and one-quarter (1¼) days - nine decimal three seven five (9.375) hours
- (b) one and two-thirds (1 2/3) days - twelve decimal five zero (12.50) hours
- (c) two and one-twelfth (2 1/12) days - fifteen decimal six two five (15.625) hours
- (d) five-twelfths (5/12) day - three decimal one two five (3.125) hours

ARTICLE 13 - LEAVE - GENERAL

Effective the date on which clause .05 of Article 7 applies or ceases to apply to an employee, the accrued vacation and sick leave credits shall be converted to days or hours, as applicable.

The Memorandum of Agreement shall be effective on the date of signing of the Collective Agreement.