



Treasury Board of Canada
Secrétariat

Conseil du Trésor du Canada
Secrétariat

*Wages
Feb
22/12/84*

SOURCE	T.B.		
EFF.	86	06	26
TERM.	87	12	21
No. OF EMPLOYEES	7510		
NOM. RE D'EMPLOI(S)	A.H.		

EG -- 405

Group:

ENGINEERING AND SCIENTIFIC SUPPORT

(all employees)

Wages of

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

Code: 405/86

51

Expiry date:

December 21, 1987

6643

Canada

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ADMINISTRATION OF COLLECTIVE AGREEMENT

1. Under the terms of an agreement reached between the President of the Treasury Board and the Public Service Alliance of Canada (the Alliance) in July, 1985, the parties agreed to a two-tier system of bargaining to apply to all members of Alliance bargaining units for which the Treasury Board represents the Employer.
2. The first tier will consist of a single Master Agreement having its own expiry date, to be negotiated for all Alliance bargaining units and will incorporate terms and conditions of employment not included in matters to be negotiated at the second tier.
3. The second tier will consist of individual and separate collective agreements (Group Specific collective agreements) to be negotiated with each of the bargaining units with each having its own expiry date as negotiated by the parties.
4. The attached Group Specific collective agreement signed on June 26, 1986 reflects certain terms and conditions of employment that have been agreed to at the second tier as a result of negotiations between the Treasury Board of Canada and the Public Service Alliance of Canada on behalf of employees in the Engineering and Scientific Support bargaining unit.
5. The articles and clauses identified in this Group Specific collective agreement replace and supersede certain articles and clauses in the Administrative Services collective agreement signed between the Alliance and the Employer on May 15, 1981 which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984. Except for those articles and clauses which

are replaced and superseded by the Group Specific collective agreement, all remaining articles and clauses of the expired collective agreement shall remain in force until such time as a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

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

THE TREASURY BOARD

THE PUBLIC SERVICE ALLIANCE

OF

OF

CANADA

CANADA


L. M. Tenace

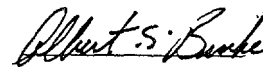

Albert S. Burke

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2. Snow Research and Avalanche Warning Group
3. Defence Research Establishments
4. Sea Lamprey Control Unit
5. Defence and Civil Institute of Environment
Medicine

**Asterisks denote changes from previous Agreement.

ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

Delete Article 1 "Purpose of Agreement" in its entirety from the collective agreement signed between the Alliance and the Employer on May 15, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

- ** 1.01 The purpose of this Group Specific Agreement is to set forth certain terms and conditions of employment including rates of pay for all employees described in the certificate issued by the Public Service Staff Relations Board on the 12th day of October, 1967 covering employees of the Administrative Services Group.
- ** 1.02 The Master Agreement shall establish certain terms and conditions of employment which shall form part of this Agreement.
- ** 1.03 In the event there is a conflict between this Agreement and the Master Agreement with the exception of expiry dates and except where specifically modified by this Agreement through an exception made pursuant to Article 1.03(a) of the Master Agreement, the Master Agreement shall prevail.

ARTICLE 2

DEFINITIONS

Delete sub-clauses 2.01(b), (e), (j) and (o) from the collective agreement signed between the Alliance and the Employer on May 15, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

- 2.01 For the purpose of this Agreement:
- (b) "allowance" means compensation payable for the performance of special or additional duties;
 - (e) "daily rate of pay" means a full-time employee's weekly rate of pay divided by five (5);
 - (j) "hourly rate of pay" means a full-time employee's weekly rate of pay divided by 37.5;
 - (o) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176;

ARTICLE 8

RECOGNITION

Delete Article 8 "Recognition" in its entirety from the collective agreement signed between the Alliance and the Employer on May 15, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

8.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on October 12, 1967, covering employees of the Engineering and Scientific Support Group in the Technical category.

ARTICLE 10

TECHNOLOGICAL CHANGE

Delete Article 10 "Technological Change" in its entirety from the collective agreement signed

between the Alliance and the Employer on May 15, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on Dec. 21, 1984 and replace by the following:

**10.01 The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the National Joint Council Work Force Adjustment agreement concluded by the parties will apply. In all other cases the following clauses will apply.

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**10.02 In this Article "Technological Change" means: *P.64*

(a) the introduction by the Employer of equipment or material of a different nature than that previously utilized;

and

(b) a change in the Employer's operation directly related to the introduction of that equipment or material.

**10.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

**10.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

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****10.05** The written notice provided for in clause **10.04** will provide the following information:

- (a) The nature and degree of change.
- (b) The anticipated date or dates on which the Employer plans to effect change.
- (c) The location or locations involved.

****10.06** As soon as reasonably practicable after notice is given under clause **10.04**, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in clause **10.04** on each group of employees. Such consultation will include but not necessarily be limited to the following:

- (a) The approximate number, class and location of employees likely to be affected by the change.
- (b) The effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

****10.07** When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of his substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

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ARTICLE 15

ALLOWANCES

Delete clause **15.04** from the collective agreement signed between the Alliance and the Employer on **May 15, 1981**, which was extended **by** the Public Sector Compensation Restraint Act and which expired on **December 21, 1984** and replace by the following:

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

ARTICLE 16

VACATION LEAVE WITH PAY

Delete Article 16 "Vacation Leave With Pay" (except clause 16.11) from the collective agreement signed between the Alliance and the Employer on May 15, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

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

Accumulation of Vacation Leave Credits

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

- ** (a) one and one-quarter ($1\frac{1}{4}$) days until the month in which the anniversary of his ninth (9th) year of continuous employment occurs;
- ** (b) one and two-thirds ($1\frac{2}{3}$) days commencing with the month in which his ninth (9th) anniversary of continuous employment occurs;
- ** (c) two and one-twelfth ($2\frac{1}{12}$) days commencing with the month in which his twentieth (20th) anniversary of continuous employment occurs;

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

Entitlement to Vacation Leave With Pay

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

16.04 If, at the end of a fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half ($\frac{1}{2}$) day, the entitlement shall be increased to the nearest half ($\frac{1}{2}$) day.

Scheduling of Vacation Leave With Pay

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

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

- (c) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;
- (d) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee.

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

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

- (a) bereavement leave with pay,
- or
- (b) leave with pay because of illness in the immediate family,
- or
- (c) sick leave on production of a medical certificate,

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

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



Recall from Vacation Leave With Pay

16.09

- (a) The Employer will make every reasonable effort not to recall an employee to duty after he has proceeded on vacation leave with pay.
- (b) Where, during any period of vacation leave or furlough leave with pay an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:
 - (i) in proceeding to his place of duty,
and
 - (ii) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled,

after submitting such accounts as are normally required by the Employer.
- (c) The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 16.09 (b) to be reimbursed for reasonable expenses incurred by him.

Leave When Employment Terminates

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

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

16.12 Notwithstanding clause 16.10, an employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in clause 16.10, if he requests it within six (6) months following the date upon which his employment is terminated.

Advance Payments

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

Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

Cancellation of Vacation Leave

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

ARTICLE 22HOURS OF WORK AND OVERTIME

Delete Article 22 "Hours of Work and Overtime" (except clause 22.08) from the collective agreement signed between the Alliance and the Employer on May 15, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

22.01 Hours of Work *34 3/4*

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- (a) Except as provided for in clause 22.02, the normal work week shall be thirty-seven and one-half ($37\frac{1}{2}$) hours exclusive of lunch periods, comprising five (5) days of seven and one-half ($7\frac{1}{2}$) hours each, Monday to Friday. The work day shall be scheduled to fall within a nine (9)-hour period between the hours of 6:00 a.m. and 6:00 p.m., unless otherwise agreed in consultation between the Alliance and the Employer at the appropriate level.
- (b) The scheduled weekly and daily hours of work stipulated in clause 22.01 (a) may be varied by the Employer, following consultation with the Alliance, to allow for summer and winter hours, provided the annual total is not changed.
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- (c) 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 fourteen (14) calendar days the employee works an average of thirty-seven and one-half ($37\frac{1}{2}$) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every fourteen-day (14) period such an

employee shall be granted days of rest on such days as are not scheduled as a normal workday for him.

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

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

- (a) Normal hours of work shall be scheduled so that employees work:
 - (i) an average of thirty-seven and one-half ($37\frac{1}{2}$) hours per week and an average of five (5) days per week,
 - and either,
 - (ii) seven and one-half ($7\frac{1}{2}$) hours per day,
 - or
 - (iii) an average of seven and one-half ($7\frac{1}{2}$) hours per day where so agreed between the Employer and the majority of the employees affected.
- (b) The Employer shall make every reasonable effort to schedule a meal break of one-half ($\frac{1}{2}$) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the mid-point of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Employer and the employee. If an employee is not given a meal break scheduled in advance, all

time from the commencement to the termination of his full shift shall be deemed time worked.

- (c) Subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2). ~~When~~ an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

(i) on the day it commenced where half ($\frac{1}{2}$) or more of the hours worked fall on that day,

or

(ii) on the day it terminates where more than half ($\frac{1}{2}$) of the hours worked fall on that day.

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

- (d) Every reasonable effort shall be made by the Employer:
- (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
- (ii) to avoid excessive fluctuations in hours of work;

- (iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;
 - (iv) to arrange shifts over a period of time not exceeding two (2) months and to post schedules at least fourteen (14) days in advance of the starting date of the new schedule.
- (e) In order to continue the present scheduling practices for upper air technicians, the provision of clauses 22.02 (a) (ii) and (iii) and (d) (i) will not apply.
- (f) Subject to clauses 22.02 (a) through 22.02 (e) scheduling practices will continue in specialized areas as follows:
- (i) Ice observers aboard ice-breakers shall work fifty-six (56) hours per week.
 - (ii) Upper air technicians shall work not less than five (5) hours per shift.

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

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

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

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

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

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

(a) time and one-half ($1\frac{1}{2}$), except as provided for in clause 22.09 (b);

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

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

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

and

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

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

** 22.12 Meal Allowance

- (a) An employee who works three (3) or more hours of overtime immediately before or following his scheduled hours of work and who has not been notified of the requirement prior to the end of his last scheduled work period, shall be reimbursed his expenses for one meal in the amount of five dollars (\$5.00) except where free meals are provided.

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- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in [a] above, he shall be reimbursed for one additional meal in the amount of four dollars (\$4.00), except where free meals are provided.

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- (c) Reasonable time with pay, to be determined by management, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

- (d) This clause shall not apply to an employee who is in travel status which entitles him to claim expenses for lodging and/or meals.

** 22.13 Overtime shall be compensated in cash, except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.

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

Compensatory leave with pay not used by the end of a twelve (12)-month period, to be determined by the Employer, will be paid for in cash. Such payment will be at the employee's hourly rate of pay as calculated from the classification prescribed in his certificate of appointment at the end of the twelve (12)-month period.

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

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

22.16

- (a) **If** an employee is given instructions before the beginning of his meal break or before the midpoint of his work day whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to his work period, he shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater.
- (b) **If** an employee is given instructions, after the midpoint of his work day or after the beginning of his meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to his work period, he shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight time, whichever is the greater.
- (c) When an employee is required to report for work and reports under the conditions described in (a) or (b) above, and is required to use transportation services other than normal public transportation services, he shall be

reimbursed for reasonable expenses incurred as follows:

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

or

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

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

22.18 Notwithstanding the provisions of this agreement for the payment of double time, Aerological Observers shall be compensated at double time as follows:

- (a) for all hours worked in excess of 7½ hours beyond what was scheduled for a normal day;
- (b) for all hours worked in excess of scheduled hours on a first day of rest, whether the period of work is a contiguous period or not (these days are identified on the shift schedules);
- (c) for all hours worked on a second day of rest (these days are identified on the shift schedules);
- (d) for all hours worked in excess of the scheduled hours of work on a Designated Holiday.

22.19 Within five (5) days of notification of consultation served by either party the Alliance

shall notify the Employer in writing of the representative authorized to act on behalf of the Alliance for consultation purposes.

ARTICLE 26

REPORTING PAY

Delete Article 26 "Reporting Pay" in its entirety from the collective agreement signed between the Alliance and the Employer on May 15, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

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

26.02 When an employee reports for work under the conditions described in clause 26.01, and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

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

or

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

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

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

26.04 An employee required to report aboard ship sailing from home port outside his normally scheduled working hours and who is not required to work aboard on reporting will be paid a premium of one hour's pay at the straight-time rate.

26.05 This Article does not apply where an employee who has accommodation on board a vessel and is not in his home port, reports for sailing in accordance with posted sailing orders or as otherwise required by the Master.

Administrative Note

Until such time as the Master Agreement is signed clause 26.01 in the expired Engineering and Scientific Support Agreement is in effect.

ARTICLE 42

AGREEMENT RE-OPENER

Delete Article 42 "Agreement Re-Opener" in its entirety from the collective agreement signed between the Alliance and the Employer on May 15, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

42.01 This Agreement may be amended by mutual consent.



ARTICLE 44

JOB SECURITY

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

ARTICLE 45

DURATION

Delete Article 44 "Duration and Renewal" in its entirety from the collective agreement signed between the Alliance and the Employer on May 15, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

- ** 45.01 The duration of this collective agreement: shall be from the date it is signed to -- December 21, 1987.

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

- ** 45.03 Except as provided in this Group Specific collective agreement, all terms and conditions of employment applicable to the bargaining unit as embodied in the collective agreement signed between the Alliance and the Employer of May 15, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984, shall remain in force and shall be observed by the Employer and the Alliance, as was agreed to by both parties in the Procedures Governing "Master Agreement" Negotiations signed on July 28, 1985, and July 31, 1985, until the date of signing of the Master Agreement.


** 45.04 Notwithstanding clause 45.03, where the parties to the Master Agreement agree that a certain term or condition of employment will be a subject of negotiations in Group Specific negotiations, the parties to this Group Specific collective agreement agree to negotiate such term or condition of employment and where agreement is reached this Group Specific collective agreement will be re-opened pursuant to Article 42 to incorporate such provision.

SIGNED AT OTTAWA, this 26th day of the month of June
1986.

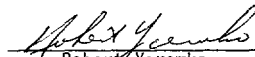
THE TREASURY BOARD
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THE PUBLIC SERVICE ALLIANCE
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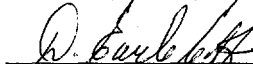

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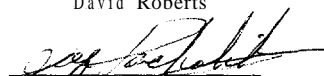

J. Lou Berthelot

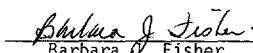

Susan Phillips


Murray Bradley

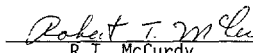

David Roberts



D.E. Coffin



J. Pacholik

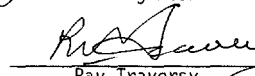

Barbara J. Fisher


Gerard Biondin


R.T. McCurdy


Wolf Egenter


G.A. Muligan


Ray Traversy

THE TREASURY BOARD


THE PUBLIC SERVICE ALLIANCE

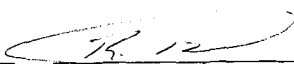
OF

OF

CANADA

CANADA


Shirley A. Reid


Rex Delay


Claude Lalonde

**

APPENDIX "A"EG - ENGINEERING + SCIENTIFIC SUPPORTRATES OF PAY

A: EFFECTIVE 22 DEC. 1984

B: EFFECTIVE 22 DEC. 1985

C: EFFECTIVE 22 DEC. 1986

EG-1

FROM:	S:	18083	18715	19369	20049
ID:	A:	18761	19417	20095	20801
	B:	19418	20097	20798	21529
	C:	20049	20750	21474	22229

EG-2

FROM:	S:	19655	20343	21054	21791
TO:	A:	20392	21106	21844	22608
	B:	21106	21845	22609	23399
	C:	21792	22555	23344	24159

EG-3

FROM:	S:	21210	22041	22866	23687
TO:	A:	22005	22868	23723	24575
	E:	22775	23668	24553	25435
	C:	23515	24437	25351	26262

EG-4

FROM:	S:	22833	23733	24630	25528
TO:	A:	23689	24623	25554	26485
	F:	24518	25485	26448	27412
	C:	25315	26313	27308	28303

EG-5

FROM:	S:	24693	25669	26652	27632
TO:	A:	25619	26632	27651	28668
	F:	26516	27564	28619	29671
	C:	27378	28460	29549	30635

EG - ENGINEERING + SCIENTIFIC SUPPORTHATES OF PAY

A: EFFECTIVE 22 DEC. 1984
 E: EFFECTIVE 22 DEC. 1985
 C: EFFECTIVE 22 DEC. 1986

EG-6

FROM: S:	26854	27935	29017	30093
TO: A:	27851	28983	30105	31221
B:	28835	29997	31159	32314
C:	29773	30972	32172	33364

EG-7

FROM: S:	29000	30177	31347	32523
TO: A:	30088	31309	32523	33743
P:	31141	32405	33661	34924
C:	32153	33458	34755	36059

EG-8

FROM: S:	32974	34336	35695	37051
TO: A:	34211	35624	37034	38440
E:	35408	36871	38330	39785
C:	36559	38069	39576	41078

EG-9

FROM: S:	36257	37772	39282	40785
TO: A:	37617	39188	40755	42314
E:	38934	40560	42181	43795
C:	40199	41878	43552	45218

EG-10

FROM: S:	41840	43604	45365	47130
TO: A:	43409	45239	47066	48897
B:	44928	46822	48713	50608
C:	46388	48344	50296	52253

EG - ENGINEERING + SCIENTIFIC SUPPORT

RATES OF PAY

A: EFFECTIVE 22 DEC. 1984
B: EFFECTIVE 22 DEC. 1985
C: EFFECTIVE 22 DEC. 1986

EG-11

H

FROM: \$:	45129	47037	48947	50856
TO: A:	46821	48801	50783	52773
B:	48460	50509	52560	54620
C:	50035	52151	54268	56395

EG-TECHNOLOGICAL INSTITUTE RECRUITMENT

L

FROM: \$:	14041	TO 21185	(WITH INCREMENTS OF \$60)
TO: A:	14568	TO 21979	(WITH INCREMENTS OF \$60)
B:	15078	TO 22748	(WITH INCREMENTS OF \$60)
C:	15568	TO 23487	(WITH INCREMENTS OF \$60)

PAY NOTES

Delete clauses 29.04, 29.09 and 29.10 from the collective agreement signed between the Alliance and the Employer on ~~My~~ 15, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984, and replace by the following new pay notes:

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

The pay increment period, in months, for the employees referred to in this clause shall be determined by the following formula:

$$12 \times \left(\frac{37\frac{1}{2}}{\text{average weekly scheduled hours}} \right)$$

but where the period determined by this formula is not a multiple of three (3), it will be increased to the nearest multiple of three (3).

- (2) T.I.R.L.

- (a) Graduates of a Technological Institute will, on appointment, be assigned to the EG Recruiting Level and will be paid at the rate determined by the Employer for the year of appointment.
- (b) The pay increment period for employees paid in the EG Recruiting Level scale of rates shall ~~be~~ six (6) months, and the pay increment shall be to a rate which is \$120 higher than his former rate, or if there is no such rate, to the maximum of the pay range.

- (c) An employee being paid in the EG Recruiting Level shall not have his rate of pay increased on December 22, 1984, December 22, 1985, and December 22, 1986.
- (d) An employee being paid in the EG Recruiting Level shall have his rate of pay increased on January 1, 1985 by an amount equal to the difference between the relevant 1984 and 1985 Technological Institute recruiting rates, provided that the maximum rate in the scale of rates is not exceeded. Such an increase shall not change the employee's due date for increments.
- (e) An employee being paid in the EG Recruiting Level shall have his rate of pay increased on January 1, 1986 by an amount equal to the difference between the relevant 1985 and 1986 Technological Institute recruiting rates, provided that the maximum rate in the scale of rates is not exceeded. Such an increase shall not change the employee's due date for increments.
- (f) An employee being paid in the EG Recruiting Level shall have his rate of pay increased on January 1, 1987 by an amount equal to the difference between the relevant 1986 and 1987 Technological Institute recruiting rates, provided that the maximum rate in the scale of rates is not exceeded. Such an increase shall not change the employee's due date for increments.
- (g) Employees paid in the EG Recruiting Level on December 25 in the year following their appointment to that level will be transferred to the EG Level for which they are qualified at

the rate nearest to but not less than that at which they are being paid. The transfer shall take place prior to the application of any economic adjustment of the pay scales which may take effect from that date. Where the employee is entitled to an increment on December 26, he shall be granted the increment prior to his transfer.

- (3) Subject to note (1), the pay increment date for an employee, appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after June 29, 1977, shall be the first Monday following the pay increment period listed below as calculated from the date of the promotion, demotion or appointment from outside the Public Service. Subject to note (1) the pay increment period for employees appointed prior to June 29, 1977, will continue to be one year, and the pay increment date will continue to apply on a quarterly basis.

PAY INCREMENT PERIODS

Level	<u>Part-Time Employees</u>		
	<u>Full-Time Employees</u>	<u>½ Time or more but less than full-time</u>	<u>1/3 Time or more but less than half-time</u>
EG Group all levels	52 weeks	104 weeks	156 weeks

APPENDIX "B"

SPECIAL PROVISIONS

Delete Article "E" Special Provisions, except for E-2 Marine Disaster, from the collective agreement signed between the Alliance and the Employer on May 15, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984 and replace by the following:

B-1 DIVING DUTY ALLOWANCE

B-1.01 Qualified personnel performing assigned diving duties shall be paid an extra allowance of eight dollars and fifty cents (\$8.50) per hour. The minimum allowance shall be for two (2) hours per dive.

B-1.02 A dive is the total of any period or periods of time during any eight (8)-hour period in which an employee carries out required underwater work with the aid of a self-contained air supply.

B-2 VACATION LEAVE WITH PAY

B-2.01 At least eight (8) days' notice must be given for requests of vacation leave of four (4) days or less.

B-2.02 The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in clause B-2.01.

B-3 NATIONAL CONSULTATION COMMITTEE

B-3.01 To facilitate discussions on matters of mutual interest outside the terms of the Collective Agreement the Employer will recognize a Meteorological Technicians Committee of the Alliance for the purpose of consulting with management. Representation

at such meetings will be limited to three (3) representatives from each party. It is agreed that the first of such meetings will be held within three (3) months of the date of the signing of this Agreement, and thereafter as determined by mutual agreement.

B-3.02 *Meetings of this Committee will be held at Atmospheric Environment Services Headquarters. Employee representation on this Committee should include not less than one member from a field establishment.*

B-3.03 Consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on the subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

MEMORANDA OF AGREEMENTS

THESE MEMORANDA ARE EXCEPTIONS
PURSUANT TO CLAUSE 1.03(a) OF ARTICLE 1,
PURPOSE AND SCOPE OF THE MASTER AGREEMENT

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

SIGNED AT OTTAWA, this 26th day of the month of June,
1986.

THE TREASURY BOARD

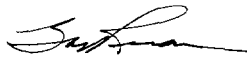
OF

CANADA

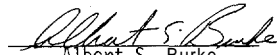
THE PUBLIC SERVICE ALLIANCE

OF

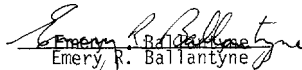
CANADA



Gay Reardon



Albert S. Burke



Emery R. Ballantyne



R. Yaremko

MEMORANDUM OF AGREEMENTNUMBER 1

Notwithstanding the provisions of Article 22 (Hours of Work and Overtime) the following provisions shall apply to employees of the Newfoundland Forest Research Centre of the Department of Agriculture who are required to perform work away from their headquarters area during the "field season" and it is impractical or impossible for them to return to their headquarters area on weekends.

It is agreed that representatives of local management and duly authorized local representatives of employees may jointly devise and decide on a mutually acceptable work schedule program which shall include a specified number of consecutive calendar days of work in the field followed by a specified number of earned days of rest. The schedule will contain the specified hours of work for each day, including starting and quitting times and, except as provided in paragraph 3 below, the normal daily hours of work shall be consecutive and, with the exception of a lunch break, shall not exceed $7\frac{1}{2}$ hours.

It is agreed that, in order to achieve a shorter work schedule, the daily hours may be extended by mutual agreement up to 8 hours and 20 minutes for certain work units.

Except as provided above, a work schedule shall normally not exceed a combination of 20 consecutive calendar days of work and 8 days of rest. Should local management decide that operational requirements require an extension of the 20 calendar days of work (up to a maximum of 7 calendar days), in order to preclude another trip to the area, the appropriate number of additional days shall be worked and the days of rest extended on a prorated basis.

All work performed: (a) in excess of $7\frac{1}{2}$ hours per day (or, in the case of paragraph 3 above, 8 hours and 20 minutes per day) on a scheduled working day;

(b) on any of the employees' scheduled days of rest; (c) on holidays; or (d) on a scheduled working day to which a holiday has been moved in accordance with Article 20.03 of the Master Agreement,* shall be compensated for in accordance with the Collective Agreement.

The Public Service Alliance of Canada agrees that it will not support any grievance related to the provisions of this Memorandum of Agreement.

- * Until the Master Agreement is signed reference to Article 20.03 will be Article 21.03 of the Engineering and Scientific Support Collective Agreement signed between the Alliance and the Employer on May 15, 1981 which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984.

MEMORANDUM OF AGREEMENT

NUMBER 2

1. Notwithstanding Article 30 of the Master Agreement, employees who are required to be on standby at Rogers Pass, B.C., instead of their residences at Revelstoke or Golden, B.C. for Avalanche Control on the Trans Canada Highway, will not be paid the stand-by pay provided in the collective agreement.
2. In lieu of this, it is agreed that the employees in the Snow Research and Avalanche Warning Group (section) will receive the following compensation for standby:
 - (a) Four (4) hours pay at the Employee's regular straight time hourly rate of pay, for each eight (8) consecutive hours or portion thereof that he is designated as being a stand-by at Rogers Pass;

- (b) overnight bachelor bunk house accommodation to be provided by the Employer at no cost to the Employee;
- (c) supper and breakfast to be provided by the Employer at no cost to the Employee.

"An Employee designated by letter or list for stand-by duty at Rogers Pass, shall be immediately available at Rogers Pass during his period of Stand-by.

In designating Employees for stand-by, the Employer will endeavour to provide for an equitable distribution of stand-by duties."

- 3. No stand-by payment shall be granted if an employee is unable to report for duty when required.
- 4. An employee on stand-by who is called in to work and who reports for work shall be compensated in accordance with the call-back provisions of this Agreement.
- 5. The Public Service Alliance of Canada agrees it will not support any grievance arising out of the Engineering and Scientific Support collective agreement whose provisions are amended by this Memorandum of Agreement.
- 6. This Memorandum of Agreement may be terminated by either party with sixty (60) days' written notice to the other party prior to its date of expiry.
- 7. It is expressly understood that the terms of this agreement are intended to allow for an experimental application of stand-by pay for the Snow Research and Avalanche Warning Section, Rogers Pass. Neither party to this agreement shall use this experimental initiative as a precedent to justify similar arrangements for other units in the Engineering and

Scientific Support Group in any other location of the Department of Environment (Parks Canada) during the lifetime of this agreement.

- * Until the Master Agreement is signed, reference to Article 30 will be Article 27 of the Engineering and Scientific Support Collective Agreement signed between the Alliance and the Employer on May 15, 1981 which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984.

MEMORANDUM OF AGREEMENT

NUMBER 3

Employees in the Engineering and Scientific Support Group employed by the Department of National Defence in positions at Defence Research Establishment engaged in trials, tests and experiments conducted outside their headquarters area, will be remunerated in accordance with the former employer's (Defence Research Board) remunerated policy as delineated in Personnel Letter No. 1-1974, dated January 4th, 1974, D/R/B Administrative Order No. 304 and Appendix "A" thereto.

MEMORANDUM OF AGREEMENTS

NUMBER 4

Notwithstanding the provisions of Article 22 (Hour of Work and Overtime) the following provisions shall apply to employees of the Sea Lamprey Control Unit of the Department of Agriculture who are required to perform work away from their headquarters area during the "field season" and it is impractical or impossible for them to return to their headquarters area on weekends.

It is agreed that representatives of local management and duly authorized local representatives of employees may jointly devise and decide on a mutually acceptable work schedule program which shall include a specified number of consecutive calendar days of work in the field followed by a specified number of earned days of rest. The schedule will not contain the hours of work on each day and the starting and quitting time shall be determined according to operational requirements on a daily basis except that the normal daily hours of work shall be consecutive, with the exception of a lunch break, and not in excess of $7\frac{1}{2}$ hours and, accordingly Article 22.07 shall not apply.

Such a work schedule shall normally not exceed a combination of 20 consecutive calendar days of work and 8 days of rest. Should local management decide that operational requirements require an extension of the 20 calendar days of work (up to a maximum of 7-calendar days), in order to preclude another trip to the area, the appropriate number of additional days shall be worked and the days of rest extended on a prorated basis.

All work performed: (a) in excess of $7\frac{1}{2}$ hours per day on a scheduled working day; (b) on any of the employees' scheduled days of rest; (c) on holidays; or (d) on a scheduled working day to which a holiday has been moved in accordance with Article 20.03 of the Master Agreement*, shall be compensated for in accordance with the Collective Agreement.

The Public Service Alliance of Canada agrees that it will not support any grievance related to the provisions of this Memorandum of Agreement.

This Memorandum of Agreement shall be effective on the date of signature and shall expire on December 31, 1982.

* Until the Master Agreement is signed reference to Article 20.03 will be Article 21.03 of the Engineering and Scientific Support Collective Agreement signed between the Alliance and the

Employer on may 15, 1981 which was extended by the Public Sector Compensation Restraint Act and which expired on December 21, 1984.

MEMORANDUM OF AGREEMENT

NUMBER 5

Notwithstanding the provisions of Article 22 (Hours of Work and Overtime) the following provisions shall apply to certain employees of the Department of National Defence working at the Defence and Civil Institute of Environmental Medicine (DCIEM) who engage in experimental diving tests, trials and experiments, hereinafter referred to as "dives":

1. There shall **be** instituted a form of compensation known as "diving allowance" the details of which are to follow.
2. The type of the dive is to **be** discussed with the employees concerned in advance of the event so that they understand the nature of the dive and the appropriate amount of compensation which will be provided in accordance with this memorandum of agreement.
3. ~~When~~ employees participate in dives, the normal overtime provisions of the collective agreement shall not apply; but they shall be compensated as follows:
 - On a normal working day employees shall receive their regular pay for the day.
 - On a day of rest or a designated paid holiday, they shall be paid up to a maximum of seven and one-half (7 1/2) hours at the applicable overtime rate.

4. In addition, employees shall be entitled to remuneration through the provision of the diving allowance in the following manner, if
 - (a) They are qualified to the standards prescribed in orders issued by the Chief of the Defence Staff for members of the Canadian Forces as a clearance, ship's, or shallow water diver; and
 - (b) Their duties include participating in dives; or
 - (c) They volunteer and are directed to participate in dives; at the rate of:
 - (1) \$60.00 per month, or
 - (2) \$80.00 per month after 3 years, or
 - (3) \$100.00 per month after 6 years for the period they are required to participate on a continuous basis as a member of Defence and Civil Institute of Environmental Medicine or
 - (4) \$9.00 per day each day during which the employee participates on a casual basis in a dive, to a maximum of \$60.00 in any calendar month.
5. Employees who are qualified in accordance with paragraph 4 are entitled, in addition to any entitlement under that paragraph, to the daily rate as set out in the Table hereunder for each complete 24 hour period and for any remaining period of more than six hours during which they are participating in an experimental saturation dive and subsequent decompression.

TABLE

<u>COLUMN I</u> <u>Depth (in feet)</u>	<u>COLUMN II</u> <u>Depth (in metres)</u>	<u>COLUMN III</u> <u>Daily Rate</u>
50 - 250	15.24 - 76.2	\$15.00
251 - 600	76.50 - 182.88	\$25.00
Over 600	Over 182.88	\$35.00

6. The nature of a requirement to participate in a dive shall be identified as either, a requirement without option or a voluntary act, in the employee's current statement of duties. This shall be subject to review on an annual basis.
7. In event of an upward revision of military diving allowances, the allowances specified in this memorandum shall be adjusted accordingly. This does not preclude further discussion of this allowance at the formal negotiations of a collective agreement.