

THIS AGREEMENT IS EXECUTED IN SEVERAL COPIES,
ANY ONE OF WHICH MAY BE CONSIDERED THE ORIGINAL.

THIS ...^{30th}... DAY OF ...^{October}... 1989

between

The National Research Council of Canada,
hereinafter known as the Council, of the first part,

and

The Research Council Employees' Association,
hereinafter known as the Association,
of the second part,

covering

Non-supervisory employees in the

OPERATIONAL CATEGORY

expiring

30 July 1991

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CLAUSE 1 - PURPOSE OF AGREEMENT

1.01

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships among the Council, the employees and the Association, to set forth certain terms and conditions of employment relating to salary, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement, and to ensure that all reasonable measures are taken by the employees, their immediate supervisors and by the Council management at all levels so as to provide for the safety and occupational health of the employees while they are performing duties assigned to them by the Council.

1.02

Both parties to this Agreement agree to do their utmost to promote a high level of productivity and achievement in a research environment by employees during the execution of their duties at the Council.

CLAUSE 2 - RECOGNITION

2.01

The Council recognizes the Association as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the nineteenth day of July, 1967, covering non-supervisory employees of the Operational Category,

CLAUSE 3 - INTERPRETATION AND DEFINITIONS

3.01

For the purpose of this Agreement,

- (a) "allowance" when used in the expressions "meal allowance", "travel allowance" and "mileage allowance" means compensation payable to an

employee in addition to his regular remuneration payable for the performance of the duties of his position;

- (b) "Association" means the Research Council Employees' Association:
- (c) "bargaining unit" means the non-supervisory employees of the Council in the Operational Category who are eligible to be bargained for collectively within the meaning of the Public Service Staff Relations Act:
- (d) "compensation" means payment by cheque or in cash:
- (e) "compensatory leave" means leave with pay in lieu of cash payment as provided for in Clause 28 Overtime only, and such leave with pay will be computed and credited to the employee at the same premium rate as if the overtime had been compensated in cash:
- (f) "continuous service" and "continuous employment" have the same meaning as in the existing rules and regulations of the Council on the date of the signing of this Agreement:
- (g) the "Council", "Employer" or "N.R.C." means the National Research Council of Canada:
- (h) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
- (i) "day" means the period of twenty-four (24) consecutive hours commencing at 00:01 hours local time:
- (j) "day of rest" in relation to an employee means a day other than a designated 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 of absence. An employee receives no pay for his day of rest unless he is required by the Council to work on such a day or unless he is entitled to pay on such a day under provisions of Clause 35 Travelling.

- (k) "designated holiday" means,
 - (i) in the case of a shift that does not commence and end on the same day, the twenty-four (24) hour period commencing from the time at which the Shift commenced on a day designated as a holiday in this Agreement;
 - (ii) in any other case, the twenty-four (24) hour period commencing at 00:01 hours on a day designated as a holiday in this Agreement
- (l) "designated holiday pay" means the applicable entitlements in accordance with Clause 15;
- (m) "double time" means twice the straight-time rate;
- (n) "employee" means a person in the employment of the Council who has been "appointed during pleasure" or who has a term appointment of six (6) months or more and who is in the bargaining unit covered by this Agreement. A person employed on a casual or temporary basis where he is so employed for a period of six (6) consecutive months or more by the Council will be considered to be an "employee". Persons employed on a casual or short term basis recruited from the universities, colleges or other schools to work at the Council during their school vacation periods will not be considered to be "employees":

- (o) "fiscal year" shall mean the period of time from April 1st in one year to March 31st inclusive in the next following year;
- (p) "headquarters area" has the same meaning as given to the expression in the Travel Policy contained in the Council's Financial Management Manual and as may be amended from time to time:
- (q) "hourly rate of pay", "basic hourly rate of pay" and "straight-time rate" means the employee's weekly rate of pay divided by thirty-seven and one-half (37 1/2) for employees working an average thirty-seven and one-half (37 1/2) hour work week and by forty (40) for employees working an average forty (40) hour work week:
- (r) "lay-off" means termination of services of an employee by the Council because of lack of work or because of the discontinuance of a service or a function;
- (s) "leave of absence" means permission to be absent from duty granted to an employee by an authorized officer of the Council:
- (t) "may" shall be regarded as permissive, "shall" and "will" as imperative and "should" as informative, only;
- (u) "membership dues" means the dues established pursuant to the constitution of the Association as the dues payable by employees as a consequence of their membership in the Association and shall not include any initiation fee, insurance premium or special levy:
- (v) "new employee" in this Agreement may, according to context, either refer to an employee who is appointed from outside the Council to the bargaining unit or from within the Council

to the bargaining unit after the date on which this Agreement becomes effective:

- (w) "practicable" shall be regarded as "physically possible" and "practical" or "suitable" shall be regarded as "reasonable in the circumstances";
- (x) "P.S.S.R." means Public Service Staff Relations;
- (y) the "singular" shall include the "plural" and words in the "plural" shall include the "singular", unless a contrary intention is clearly indicated;
- (z) "steward" means an employee who is a representative of the Association subject to the limitations of Clause 20;
- (aa) "time and one-half" means one and one-half (1 1/2) times the straight-time rate;
- (bb) "week" for the purposes of this Agreement shall be deemed to commence at 00:01 hours on Monday and terminate at 24:00 hours on Sunday;
- (cc) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176;
- (dd) 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.

3.02

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.

CLAUSE 4 - APPLICATION

4.01

The provisions of this Agreement apply to the Association, the employees and the Council.

CLAUSE 5 - JOINT CONSULTATION

5.01

The parties to this Agreement acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions on matters of common interest; such discussions will be without prejudice to the position that the Council or the Association may wish to take in the future about the desirability of having the subjects dealt with by the provisions of collective agreements.

5.02

The Association recognizes the Council's right to make, alter and enforce, from time to time, rules and regulations applicable to employees, but such rules and regulations shall not be incompatible with either this Agreement or any federal enactment in force affecting employees. Before implementing proposed rules and regulations which would affect the employees covered by this Agreement, the Council shall make copies thereof available to the Association and when requested will meet with the Association to discuss the matter.

CLAUSE 6 - CHECK-OFF (RE MEMBERSHIP DUES AND/OR
INSURANCE PREMIUMS)

6.01

Except as provided in sub-clause 6.04, the Council will, as a condition of employment, make every reasonable effort to have deducted through the Office of the Director General of Compensation Services, Department of Supply and Services, an amount equal to the amount of the membership dues from the monthly pay of all employees in the bargaining unit covered by this Agreement.

6.02

The Association shall inform the Council in writing of the authorized monthly deduction to be checked off for each employee defined in sub-clause 6.01.

6.03

For the purpose of applying sub-clause 6.01, deductions from pay for each employee in respect of each month will start with the first full month of employment or membership to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any month to permit deductions, the Council shall not be obligated to make these deductions from subsequent salary.

6.04

An employee who satisfies the Council to the extent that he declares in an affidavit filed with the Council that he is a member of a religious organization 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 as defined in the Income Tax Act equal to membership dues shall not be subject to this Clause, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved.

6.05

It is understood that the amounts deducted in accordance with sub-clause 6.01 shall be remitted

by cheque to the Association by the Office of the Director General of Compensation Services, Department of Supply and Services 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.

6.06

The Council agrees to make every reasonable effort to continue past practice of having deductions made for other purposes on the basis of production of appropriate documentation through the Office of the Director General of Compensation Services, Department of Supply and Services.

6.07

The Association agrees to indemnify and save the Council harmless against any claim or liability arising out of the application of this Clause except for any claim or liability arising out of an error committed by the Council.

CLAUSE 7 - INFORMATION

7.01

The Council shall provide the Association, on a monthly basis, with a list of employees who have entered or who have left the bargaining unit during the month. The list shall include the name, division and classification level.

7.02

The Council shall make available a copy of this Agreement and a copy of any supplementary Agreement that amends or changes this Agreement to every employee who is a member of the bargaining unit as of the date of the signing of this Agreement, and in addition, each employee entering the bargaining unit shall be provided with a copy of this Agreement.

CLAUSE 8 - PROVISION OF BULLETIN BOARD SPACE AND
OTHER FACILITIES

8.01

The Council will continue its present practice whereby it provides bulletin board space for the posting of Association notices pertaining to such matters, but not limited to, elections, appointments and social and recreational affairs. Such notices will continue to be subject to the approval of the Council.

8.02

With regard to purpose and importance, the Council may permit the Association to hold formal meetings on the premises of the Council outside of normal working hours.

8.03

The Council will continue its past practice of making available to the Association specific locations on its premises for the placement of bulk quantities of literature of the Association.

CLAUSE 9 - ILLEGAL STRIKES

9.01

The Public Service Staff Relations Act provides penalties for engaging in illegal strikes.

9.02

Both parties agree that disciplinary action in the form of termination of services with the Council, or such lesser penalty as the Council, after consultation with the Association, may deem necessary in the circumstances may also be taken for participation in an illegal strike as defined by the Public Service Staff Relations Act.

CLAUSE 10 - MANAGEMENT RIGHTS

10.01

All the functions, rights, powers and authorities which the Council has not specifically abridged, deleted or modified by this Agreement are recognized by the Association as being retained by the Council.

CLAUSE 11 - STATE SECURITY

11.01

Nothing in this Agreement shall be construed to require the Council to do or refrain from doing anything contrary to any instructions, regulations, or directions given or made by or on behalf of the Government of Canada in the interest of the safety and security of Canada or any state allied or associated with Canada.

CLAUSE 12 - PRECEDENCE OF LEGISLATION

12.01

In the event that any law passed by Parliament applying to employees of the Council covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

CLAUSE 13 - LEAVE - GENERAL

13.01

When an employee has been permitted to liquidate more vacation or sick leave with pay than he has earned and his employment is terminated by death, the employee shall be considered to have earned such leave.

13.02

When an employee has been permitted to liquidate more vacation or sick leave with pay than

he has earned, and his employment is terminated by lay-off, he shall be considered to have earned such leave if at the time of his lay-off he has completed two (2) or more years of continuous service. But following notice of lay-off, an employee is entitled to liquidate earned leave only.

13.03

The amount of leave with pay credited to an employee by the Council at the time when this Agreement becomes effective, or at the time when he becomes subject to this Agreement, shall be retained as leave by the employee, except as provided for in those clauses providing for the liquidation of compensatory leave.

13.04

An employee is entitled at least once in each fiscal year to be informed, upon request, of the balance of his vacation and sick leave.

13.05

An employee is not entitled to leave with pay during periods he is on leave without pay or under suspension.

13.06

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

CLAUSE 14 - VACATION AND FURLOUGH LEAVE

14.01

Accumulation of Vacation Leave

An employee shall earn in respect of each fiscal year, annual vacation leave with pay at the following rates for each calendar month in which he receives at least ten (10) days' pay:

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- (a) one and one-quarter (1 1/4) days until the month in which the anniversary of his eighth (8th) year of continuous employment occurs;
- (b) one and two-thirds (1 2/3) days commencing with the month in which his eighth (8th) anniversary of continuous employment occurs;
- (c) two and one-twelfth (2 1/12) days commencing with the month in which his nineteenth (19th) anniversary of continuous employment occurs;
- (d) two and one half (2 1/2) days commencing with the month in which his thirtieth (30th) anniversary of continuous employment occurs;
- (e) however, an employee who has received or is entitled to receive furlough leave shall have his vacation leave credits earned under this sub-clause reduced by five-twelfths (5/12) of a day per month from the beginning of the month on which his twentieth (20th) anniversary of continuous employment occurs until the beginning of the month in which his twenty-fifth (25th) anniversary of continuous employment occurs.

14.02

Furlough Leave

- (a) Every employee who was an employee in the Public Service, as these words are defined in the Public Service Staff Relations Act, on or before the 1st day of April 1962 and who has not been granted the whole or any part of five (5) weeks' leave of absence with pay prior to the date on which this Agreement is signed is entitled to the lesser of five (5) weeks' leave of absence with pay or the part of five (5) weeks' leave of absence with pay that has not been granted to him on the day on which this Agreement is signed, on completion of twenty

(20) years continuous employment on or before the 31st day of March, 1982.

- (b) The scheduling and granting of furlough leave must be authorized in advance by the Council before such leave is taken. The scheduling and granting of furlough leave shall be so arranged as to adequately meet the operational requirements of a work group, Section, Branch or Division and subject to such prior approval by the Council, an employee may take furlough leave at one time, or in short periods at different times to the extent of his furlough leave credits.

14.03

Granting of Vacation Leave

Both parties agree that vacation leave credits are earned as a matter of right. The Council shall have the right to schedule vacation leave which must be authorized in advance by the Council before such leave is taken. The scheduling of vacation leave shall be so arranged as to adequately meet the operational requirements of a work group, Section, Branch or Division and, subject to said operational requirements, an employee may

- (a) during the first six (6) calendar months of employment be granted vacation leave up to the amount of earned credits:
- (b) after the first six (6) calendar months of employment be granted vacation leave in excess of the earned credits but only to the extent of credits that would accumulate to the end of the fiscal year concerned. However, if an employee has used more vacation leave than he has earned and his services are terminated for a reason other than death, or lay-off with two (2) or more years of continuous service, the salary overpayment resulting from the use of unearned vacation leave shall be recovered from the employee by the Council.

The Council shall give an employee as much notice as practicable and reasonable of approval, disapproval or cancellation of a request for vacation or furlough leave.

14.04 When in respect of any period of vacation leave, an employee:

- (a) is granted bereavement leave, or
- (b) is granted special leave with pay because of illness in the immediate family, or
- (c) is granted sick leave supported by a medical certificate, the period of vacation leave so displaced shall either be added to the vacation period if so requested by the employee and approved by the Council or reinstated for use at a later date.

14.05 Carry-Over Provisions

When in any fiscal 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 fiscal year.

14.06 Recall from Vacation Leave

When during any period of vacation leave an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Council, that he incurs:

- (a) in proceeding to his place of duty, and

(b) 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 and within such time limits as are normally required by the Council.

14.07

The employee shall not be considered as being on vacation leave for any period for which he is to be reimbursed (under sub-clause 14.06) for reasonable expenses incurred by him.

14.08

Leave when Employment Terminates

Except as provided in sub-clause 14.09, when the employment of an employee is terminated for any reason, the employee or his estate shall, in lieu of earned but unused vacation leave and furlough leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave and furlough leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment.

Where the employee requests, the Council 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.

14.09

An employee whose employment is terminated by reason of abandonment of his position is entitled to receive the payments referred to in sub-clause 14.08 above if he **so** requests them in writing within six (6) months following the date upon which his employment is terminated by a declaration by the Council.

14.10

Advance Payment

- (a) The Council agrees to issue advance payments of estimated net salary for the period of vacation requested, provided six (6) weeks' notice is received from the employee prior to the last pay day before proceeding on leave. 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 and shall consist of an estimated two (2), three (3), four (4) or five (5) weeks' net entitlement subsequent to the last regular pay issue.
- (b) Any overpayment in respect of such advance shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

14.11

Liquidation of Vacation Leave

In the month of April following the end of the fiscal year, upon application by the employee and at the discretion of the Council, earned but unused 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 employee's classification on March 31st, of the previous fiscal year.

CLAUSE 15 - DESIGNATED HOLIDAYS

15.01

Subject to sub-clause 15.02, the following days shall be designated as holidays with pay 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, and
- (k) one additional day in each year that, in the opinion of the Council, 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 Council 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.

15.02

An employee who is absent without pay on both his full working day immediately preceding and on his full working day immediately following a designated holiday is not entitled to pay for the holiday.

15.03

Holiday Falling on a Day of Rest

When a day, except Boxing Day, designated as a holiday under sub-clause 15.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal working day following his day of rest. Boxing Day shall be observed on the first normal working day immediately following the calendar day on which Christmas Day is granted as a designated holiday.

15.04

When a day designated as a holiday for an employee is moved to another day under the provisions of sub-clause 15.03;

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

15.05

Remuneration for Work on a Designated Holiday

- (a) Where an employee is required by the Council to work on a holiday he shall be paid, in addition to the pay he would have been granted had he not worked on the holiday,

- (i) time and one-half for all hours worked to a maximum of his normal daily scheduled hours of work: and
 - (ii) double time for all hours worked in excess of his normal daily scheduled hours of work.
- (b) (i) Upon request and with the approval of the Council an employee shall be granted a day of leave with pay at a later date in lieu of the designated holiday and pay at time and one-half and double time as the case may be, for all hours worked, in accordance with the provisions of sub-clause 15.05(a).
- The day of leave with pay at a later date earned under sub-clause 15.05(b) (i) is in lieu of the pay the employee would have been granted had he not worked on the designated holiday.
- (ii) The Council shall grant leave earned under the provisions of sub-clause 15.05 (b) (i) at times which are mutually acceptable to the employee and to the Council.
- (iii) If any lieu days cannot be liquidated by the end of September in each calendar year, they will be paid off at the employee's daily rate of pay.

15.06 Work performed by an employee on a designated holiday shall not be construed as overtime.

15.07 When a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

15.08 An employee shall be compensated for work on a designated holiday only when he is required in

advance by an authorized officer of the Council to perform work on a designated holiday: it shall be the Council's responsibility to determine the amount of work to be performed and when the work is to be done.

15.09

When an employee is required by the Council to report for work and reports on a designated paid holiday, he shall be paid the greater of:

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

CLAUSE 16 - SICK LEAVE

16.01

Credits

An employee shall earn sick leave credits at the following rate,

one and one-quarter (1 1/4) days for each calendar month in which he has received pay for at least ten (10) days

and such leave credits shall be on a cumulative basis from year to year.

16.02

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 Council of this condition in such a manner and at such time as may be determined by the Council, and

(b) he has the necessary sick leave credits.

16.03

Unless otherwise informed by the Council, a statement signed by the employee stating that because of his illness or injury he was unable to perform his duties shall, when delivered to the Council as soon as practicable, be considered as meeting the requirements of sub-clause 16.02(a);

(a) if the period of leave requested does not exceed five (5) working days, and

(b) on the understanding that in any given fiscal year, the employee may be granted up to a maximum of ten (10) days' sick leave wholly on the basis of statements signed by him.

16.04

An employee is not eligible for sick leave with pay during any period in which he is on leave of absence without pay or under suspension.

16.05

Advance of Credits

When an employee has insufficient credits to cover granting of sick leave with pay under the provisions of sub-clause 16.02, sick leave with pay may, at the discretion of the Council, be granted

(a) for a period of up to twenty-five (25) working days if he is awaiting a decision on an application for injury-on-duty leave, or

(b) for periods of up to fifteen (15) working days if he has not submitted an application for injury-on-duty leave, provided that an

employee's total sick leave deficit shall not exceed fifteen (15) days,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned, or if an employee resigns any salary overpayment shall be recovered by the Council from the employee by other means.

16.06

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.

16.07

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, in accordance with sub-clause 16.02 and his compensatory leave credits shall be restored to the extent of any concurrent sick leave with pay granted.

CLAUSE 17 - PART-TIME EMPLOYEES

Definition

17.01

part-time employee means a person whose normal hours of work are less than those established in the Hours of Work clause specified by the relevant Schedule, but not less than those prescribed in the Public Service Staff Relations Act.

General

17.02

Part-time employees shall be entitled to the benefits provided under this agreement in the same proportion as their normal weekly hours of work compare with the normal weekly hours of work of full-time employees except that:

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(a) (i) part-time employees shall be paid at the straight-time rate of pay for all work performed up to the normal daily hours specified by the relevant Schedule for a full-time employee:

and

(ii) at the applicable overtime rate of pay as specified by Clause 28 Overtime;

(b) leave will only be provided

(i) during those periods in which the employees are scheduled to perform their duties;

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(ii) where it may displace other leave as prescribed by this agreement.

(c) The days of rest provisions of this agreement only apply on a day which is normally a day of rest for a full-time employee.

(d) Notwithstanding the provisions of Clause 32 (Severance Pay), an employee whose continuous employment is a combination of both full-time and part-time continuous employment shall, for the purpose of severance pay, have those completed years of part-time continuous employment reduced in the same proportion as the part-time weekly hours of work compare with the scheduled weekly hours of work of full-time employees. For such an employee who is a part-time employee, on the date of the termination of his employment the weekly rate of pay referred to in Clause 32 shall be the weekly rate of pay that the employee is being paid on termination, adjusted to the full-time weekly rate.

(e) A part-time employee shall not be paid for the designated holidays but shall, instead, be paid a premium of four percent (4%) for all

straight-time hours during the period of part-time employment.

- (f) When a part-time employee is required to work on a day which is prescribed as a designated holiday for a full-time employee in Clause 15.01 of this agreement, the employee shall be paid time and one-half (1 1/2) the straight-time rate of pay for all hours worked up to the regular daily schedule hours of work as specified by the relevant Schedule for a full-time employee and double time thereafter.
- (g) A part-time employee will be eligible for a pay increment on completion of the number of hours of work required for an increment for a full-time employee.

CLAUSE 18 - OTHER LEAVE WITH OR WITHOUT PAY

18.01

In respect of any requests for leave under this Clause, the employee, when required by the Council, must provide satisfactory validation of the circumstances necessitating such requests, in such manner and at such time as may be determined by the Council.

18.02

Bereavement Leave

For the purpose of this sub-clause, "immediate family" is defined as father, mother, (or alternatively stepfather, stepmother or foster parent), 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 other relative permanently residing in the employee's household of with whom the employee permanently resides.

- (a) When a member of his immediate family dies, an employee shall be entitled to a bereavement

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period of four (4) consecutive calendar days which does not extend beyond the day following the day of the funeral. During such period he shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

- (b) In special circumstances and at the request of the employee, the four (4) day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.
- (c) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his grand-parent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave with pay under paragraph (a), (b) or (c) of this sub-clause, he shall be granted bereavement leave with pay and his compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (e) 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 Council may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clauses 18.02 (a) and 18.02 (c).

18.03

Examination Leave

Examination leave with pay shall be granted for an employee to write an examination for an accredited secondary school, technological institute or university subject provided the course of study of the employee concerned can reasonably be construed by the Council as likely to increase his usefulness to the Council and is not an examination for a completely extraneous subject.

18.04

Court Leave

Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay, or under suspension, who is required

- (a) to be available for jury selection: or
- (b) to serve on a jury: or
- (c) 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 of Canada:
 - (ii) before a court, judge, justice, magistrate or coroner of Canada:
 - (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 Canadian 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 Canadian law to make an inquiry and to compel the attendance of witnesses before it.

18.05

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 Council where it is determined by a provincial Workmen's Compensation Board that he is unable to perform his duties because of

- (a) personal injury accidentally received in the performance of his duties and not caused by the employee's willful misconduct,
- (b) sickness resulting from the nature of his employment,
- (c) over-exposure to radio-activity or other hazardous conditions in the course of his employment,

if the employee agrees to remit to the Receiver General of Canada any amount received by him for **loss** of pay in settlement of any claim he may have in respect of such injury, sickness or exposure provided however that such amount does not stem from a personal disability policy for which the employee or his agent has paid the premium.

When the absence, as a result of injury-on-duty, is less than the applicable Provincial Workmen's Compensation Board waiting period, an employee may be granted injury-on-duty leave during the applicable waiting period providing the employee

satisfies the Council that he was unable to perform his duties.

18.06

Personnel Selection Leave

Where an employee participates in a personnel selection process for a position in the Public Service, as defined in the Public Service Staff Relations Act, the Council shall grant 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 Council considers reasonable for the employee to travel to and from the place where his presence is so required, provided said place is within the employee's headquarters area.

18.07

Maternity Leave Without Pay

- (a) 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 sub-clause 18.08 (d). Unless otherwise agreed by the Council, such a period shall not commence earlier than eleven (11) weeks before the expected termination of the pregnancy.
- (b) At its discretion, the Council may require an employee to submit a medical certificate certifying pregnancy.
- (c) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,

- (ii) 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 clause. For purposes of this sub-clause, illness or injury as defined in the Sick Leave clause shall include medical disability related to pregnancy.
- (d) An employee shall inform the Council 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.
- (e) Leave granted under this sub-clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- (f) After completion of six (6) months' continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides the Council with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to section 30, Unemployment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplemental Unemployment Benefit Plan.
- (g) An applicant under sub-clause 18.07 (f) shall sign an agreement with the Council providing:
 - (i) 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;
 - (ii) that she will return to work on the date of the expiry of her pregnancy leave,

unless this date is modified with the Council's consent.

- (h) Should the employee fail to return to work as per the provisions of sub-clause 18.07 (g) (i) and (ii) for reasons other than death or lay-off, the employee recognizes that she is indebted to the Council for the amount received as maternity leave allowance.
- (i) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplemental Unemployment Benefit Plan will consist of the following:
 - (i) where the employee is subject to a waiting period of two (2) weeks before receiving unemployment insurance maternity benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period; and/or
 - (ii) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the gross amount of the weekly benefit rate payable pursuant to the Unemployment Insurance Act and ninety-three percent (93%) of her weekly rate of pay.
- (j) The weekly rate of pay referred to in sub-clause 18.07 (i) (i) and (ii) shall be the weekly rate of pay to which she is entitled for her classification on the day immediately preceding the commencement of the maternity leave.
- (k) Where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under sub-clause 18.07 (i) (i) or (ii) shall be adjusted accordingly.

18.08

Paternity Leave Without Pay

- (a) A male employee who intends to request paternity leave shall notify the Council 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 Section (c) and (d) of this sub-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 Council may require an employee to submit a birth certificate of the child.
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M/3 (d) Paternity leave without pay and post-delivery maternity leave without pay 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 sub-clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. The period of paternity leave shall count for pay increment purposes.

18.09

Adoption Leave Without Pay

- (a) An employee who intends to request adoption leave shall notify the Council as soon as the application for adoption has been approved by the adoption agency.

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(b) An employee may request adoption leave without pay at least four (4) weeks prior to the acceptance of custody of a child below the age of majority. Subject to section (c) of this sub-clause, the employee shall be granted adoption leave without pay for a period beginning on the date of such acceptance of custody or at a later date requested by the employee, and ending not later than twenty-six (26) weeks after the date of such acceptance of custody.

(c) The Council may:

(i) grant the employee adoption leave with less than four (4) weeks' notice prior to the acceptance of custody;

(ii) require an employee to submit proof of adoption.

(d) Adoption leave without pay utilized by an employee-couple in conjunction with the adoption of a child shall not exceed a total of twenty-six (26) weeks for both employees combined.

(e) Leave granted under this sub-clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. The period of adoption leave shall count for pay increment purposes.

18.10

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

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:

- (a) an employee shall notify the Council in writing four (4) weeks in advance of the commencement date of such leave;
- (b) leave granted under this sub-clause shall be for a minimum period of six (6) months;
- (c) the total leave granted under this sub-clause shall not exceed (5) years during an employee's total period of employment in the Public Service;
- (d) such leave shall be deducted for the calculation of "continuous employment" for the purposes of calculating severance pay and vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

18.11.

Leave Without Pay for Family-Related Needs

Leave without pay will be granted for family-related needs, in the following manner:

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- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for family-related needs.
- (b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for family-related needs.
- (c) An employee is entitled to leave without pay for family-related needs only once under each of (a) and (b) of this sub-clause during his total period of employment in the Public Service. Leave without pay granted under this sub-clause may not be used in combination with

maternity, paternity or adoption leave without the consent of the Council.

- (d) Leave without pay granted under (b) of this sub-clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

18.12

Leave Without Pay To Accompany Spouse

- (a) At the request of an employee, leave without pay for a period of 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) Except where the period of such leave is less than three (3) months, the period of leave without pay granted under this sub-clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

18.13

Leave with Pay for Family-Related Responsibilities

- (a) For the purpose of this sub-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 step-parents or foster-parents), or any relative permanently residing in the employee's household OR with whom the employee permanently resides.

- (b) The Council shall grant leave with pay under the following circumstances:
- (i) while an employee is expected to make a reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude his absence from work, however, when alternate arrangements are not possible an employee shall be granted up to one-half (½) day for a medical or dental appointment when the dependent 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 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 Council at least five (5) days' notice.
- (c) The total leave with pay which may be granted under sub-clause (b)(i), (ii), (iii) and (iv) shall not exceed five (5) days in a fiscal year.

18.14

Other Leave with Pay

This sub-clause shall encompass, but is not limited to, the following:

- (a) at its discretion, the Council may grant leave with pay for purposes other than those specified in this Agreement, including military or civil defence training, and emergencies affecting the community or place of work;
- (b) every employee who is a qualified elector in municipal elections in Canada, shall, for the purpose of casting his vote on an election day, be excused from his regular duties for a period sufficient to allow him three (3) consecutive hours to vote immediately prior to the closing of the polls. In exceptional circumstances where the distance that the employee must travel in order to cast his vote requires more than this time, reasonable time off beyond that provided above may be granted;
- (c) with reference to federal and provincial elections, excused duty for voting purposes shall be sufficient to allow an employee the number of consecutive hours to vote immediately prior to closing of the polls specified in the Canada Elections Act or the relevant provincial election act.

18.15

Leave With Pay or Without Pay for Other Reasons

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

CLAUSE 19 - TIME-OFF FOR ASSOCIATION BUSINESS

19.01

Public Service Staff Relations Board Hearings

(a) 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 Council will grant:

- (i) to an employee who makes a complaint on his own behalf, leave with pay if the Public Service Staff Relations Board decides in favour of the employee and leave without pay in all other cases, and
- (ii) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Association which is making the complaint, leave without pay.

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

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

- (i) to an employee who represents the Association in application for certification or in an intervention, and
- (ii) to an employee who makes personal representations in opposition to a certification.

(c) Employee Called as a Witness

The Council will grant:

- (i) leave with pay to an employee called as a witness by the Public Service Staff Relations Board, and
- (ii) where operational requirements permit, leave without pay to an employee called as a witness by an employee or by the Association.

19.02

Arbitration Tribunal and Conciliation Board Hearings

- (a) Where operational requirements permit, the Council will grant leave without pay to an employee representing the Association before an Arbitration Tribunal or Conciliation Board.
- (b) Employee Called as a Witness

The Council will grant leave with pay to an employee called as a witness by an Arbitration Tribunal or Conciliation Board, and when operational requirements permit, leave without pay to an employee called as a witness by the Association.

19.03

Adjudication

- (a) Employee who is a Party

Where operational requirements permit, the Council will grant to an employee who is a party, leave with pay, if in the opinion of the Council a decision has been made in favour of the employee, and leave without pay in all other cases.

(b) Employee who Acts as Representative

Where operational requirements permit, the Council will grant leave without pay to the representative of an employee who is a party.

(c) Employee Called as a Witness

Where operational requirements permit, the Council will grant leave without pay to a witness called by an employee who is a party.

19.04

Meetings During the Grievance Procedure

(a) Employee Presenting Grievance

Where operational requirements permit, the Council will grant to an employee:

- (i) where the Council originates a meeting with the employee who has presented the grievance, time off with pay when the meeting is held in the employee's headquarters area and "on duty" status when the meeting is held outside the employee's headquarters area, and
- (ii) where an employee who has presented a grievance seeks to meet with the Council, time off with pay to the employee when the meeting is held in the employee's headquarters area and leave without pay when the meeting is held outside the employee's headquarters area.

(b) Employee who Acts as Representative

An employee who represents a grievor at a meeting with the Council will be granted time

off with pay, where operational requirements permit, when the meeting is held in the employee's headquarters area, and leave without pay when the meeting is held outside his headquarters area, provided that the employee who represents the grievor and the grievor have the same headquarters area.

(c) Grievance Investigations

Where an employee has asked or is obliged to be represented by the Association in relation to the presentation of a grievance and an employee acting on behalf of the Association wishes to discuss a grievance of an urgent nature with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable time off with pay for this purpose when the discussion occurs in the headquarters area and leave without pay when it occurs outside the headquarters area, and provided both the employee and the Association representative of the employee have the same headquarters area.

19.05

Meetings Between the Association and the Council

Where operational requirements permit, the Council may grant time off with pay to a reasonable number of employees who are representing the viewpoint and interests of the members of the Association for purposes of joint consultation.

19.06

Stewards' Training Courses

Where operational requirements permit, the Council may grant leave without pay to a steward to undertake training related to the duties of a steward.

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19.07

Classification of Status of Leave

When the status of leave requested cannot be determined until the Public Service Staff Relations Board or an adjudicator has given a decision, leave without pay will be granted pending final determination of the appropriate leave status.

CLAUSE 20 - APPOINTMENT AND TIME-OFF FOR STEWARDS

20.01

The Council acknowledges the right of the Association to appoint employees as stewards subject to the agreement of both parties under sub-clause 20.02 below.

20.02

The Council and the Association shall determine the number of stewards having regard to the organization of the Council, the distribution of employees at the work place and the administrative structure implied by the grievance procedure.

20.03

The Association shall notify the Council's Manager, Employee Relations, in writing of the appointment of each steward, but any employee so appointed by the Association shall not be recognized nor serve as a steward until such notification has been received in writing by the Council's Manager, Employee Relations.

20.04

A steward shall obtain the permission of his Director or Branch Head, or the permission of such person or persons as his Director or Branch Head may designate, before leaving his work to investigate within his area of jurisdiction complaints of an urgent nature, or to meet with his Director or Branch Head or such person or persons as the Council has designated to reply on the Council's behalf at the first level in the grievance procedure, or to attend meetings called by persons so designated in connection with the grievance procedure.

CLAUSE 21 - REST PERIODS

21.01

An employee shall be entitled to receive two (2) paid rest periods of fifteen (15) minutes each on or about the mid-point of the morning and afternoon of each normal working day or on or about the mid-point of the first and second half of each shift. Except for employees engaged on a rotating shift work basis on continuous operations, employees may absent themselves from their place of work during such rest periods.

CLAUSE 22 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

22.01

An employee shall be given an opportunity to sign any formal review of his performance and shall also be given an opportunity to sign all adverse reports which are placed on his personal file and which pertain to the performance of his duties in his current position.

22.02

An employee may have access at least once a year to his personnel file in the presence of a person approved by the Council, provided that the employee so requests it in writing.

CLAUSE 23 - RESIGNATION - A LETTER

23.01

An employee who has resigned shall be entitled, on request, to receive on or about his last day of work a letter from the Council (as represented by the Executive Manager, Personnel Branch) in which the following information is provided: the name of the employee, the classification level of the employee, the salary of the employee on termination, and dates showing the period of his employment with the Council.

CLAUSE 24 - MEDICAL AND HOSPITAL INSURANCE

24.01

Current practices will prevail for the duration of this Agreement, except that any changes in medical or hospital insurance plans, including the premium payable by employees, applicable to the majority of those employed in the Public Service for whom Treasury Board is the employer, will, during the life of this Agreement be applicable to the employees under this Agreement.

CLAUSE 25 - SAFETY AND HEALTH

25.01

The Council shall continue to make all reasonable provisions for the occupational safety and health of employees. The Council will welcome suggestions on the subject from the Association 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.

All employees of the Council shall make every reasonable effort to reduce and obviate risk of employment injury. Where any employee of the Council fails to obey a safety regulation issued by the Council and applicable to him, he may be subject to appropriate disciplinary action by the Council.

CLAUSE 26 - TECHNOLOGICAL CHANGE AND CONTRACTING OUT

26.01

The Council will continue past practice in giving all reasonable consideration to continued service in the Council to employees whose services to the Council would otherwise become redundant because of technological change, or because work is contracted out or because of lack of work or a discontinuance of a function by the Council, in whole or in part.

26.02 The need for retraining caused by technological change shall be a topic of joint consultation between the Association and the Council.

CLAUSE 27 - HOURS OF WORK

27/11

27.01 The Council shall schedule hours of work for all employees so as to meet operational requirements.

27.02 Regular Day Work

Except as provided in sub-clauses 27.03 and 27.04 an employee shall perform his normally scheduled duties and responsibilities on a daily basis between the hours of 07:00 and 18:00 hours local time, and on a weekly basis from Monday to Friday inclusive with Saturday and Sunday as days of rest, in accordance with the following:

- (a) employees to whom schedules 1, 2, 4, 5 and 7 (supervisory) and 1, 2, 4, 6 and 9 (non-supervisory) of the pay schedules apply shall work five (5) eight (8) hour work days (a forty (40) hour work week), exclusive of the applicable mid-day meal break?
- (b) employees to whom schedules 3 and 6 (supervisory) and 3, 5, 7 and 8 (non-supervisory) of the pay schedules apply shall work five (5) seven and one-half (7 1/2) hour work days (a thirty-seven and one-half (37 1/2) hour work week), exclusive of the applicable mid-day meal break.

27.03 Shift Work

- (1) Notwithstanding sub-clause 27.02, where hours of work are scheduled for employees to whom

Schedule 4 of the Supervisory or Non-Supervisory Pay Schedules apply, who work on a continuous operation, on a rotating shift schedule or on an irregular relief (maintenance) shift basis, they shall be scheduled so that employees:

- (a) work one hundred and sixty (160) hours on the basis of twenty (20) days on duty and eight (8) days of rest over a given work cycle of twenty-eight (28) consecutive and contiguous calendar day, and
- (b) are assigned to the continuous rotating shift schedule, and work an eight (8) hour shift daily, or
- (c) are assigned to the irregular relief (maintenance) shift schedule, work an eight (8) hour shift daily exclusive of the applicable mid-shift break.

The parties recognize that, owing to operational requirements it will be necessary, from time to time for periods of varying duration to change the assignment of an employee from alternative 27.03(1)(b) to alternative 27.03(1)(c) and from 27.03(1)(c) to 27.03(1)(b).

(2) (a) Formally Recorded Shift Exchange

Provided a minimum of five (5) days' advance notice is given and with the approval of the Chief Operating Engineer, employees classified at levels 1 to 5 inclusive in schedule 4 may exchange shifts within a given twenty-eight (28) calendar day work cycle; or it may be possible to arrange a shift exchange involving two (2) consecutive and contiguous twenty-eight (28) calendar day work cycles, but not beyond, if the first shift exchanged occurs near the end of a twenty-eight (28) calendar day work cycle. Under

this sub-clause shift exchanges are officially recorded on the relevant twenty-eight (28) calendar day work schedule: therefore employees who are party to a shift exchange must assume the responsibilities accordingly.

(b) Shift Exchange on Short Notice

Provided that a minimum of eight (8) hours' advance notice is given and with the approval of the Council, employees may exchange shifts. The employee who initiates the shift exchange, will be held responsible, in the event that either of the parties to the exchange fail to report for duty on the shifts concerned and will be subject to whatever disciplinary action, if any, the Council deems necessary under the circumstances.

- (c) It is understood that a shift exchange initiated by one or more employees will not result in an increase in cost to the Council and the Council is not to be held responsible for the repayment of shifts.
- (d) Every reasonable effort shall be made by the Council not to schedule the commencement of a shift within less than eight (8) hours of the completion of the employee's previous shift and to avoid excessive fluctuations in hours of work.
- (e) When during a twenty-eight (28) day shift schedule of work an employee, assigned to work on a rotating shift basis, is required by the Council to change his position on the schedule without five (5) calendar days notice in advance of the starting time of the change, and if the new starting time is at least four (4) hours earlier or later than the former scheduled starting time, he shall be paid for the first changed shift which he works at the rate of time and one-half.

Subsequent shifts which he works as part of the change and the shifts worked upon his return to the original schedule shall be paid for at straight-time rate.

- (f) When during a twenty-eight (28) day shift schedule of work an employee, assigned to work on an irregular relief (maintenance) shift basis, is required by the Council to change his position on the schedule without forty-eight (48) hours' notice in advance of the starting time of the change, and if the new starting time is at least four (4) hours earlier or later than the former scheduled starting time, he shall be paid for the first changed shift which he works at the rate of time and one-half. Subsequent shifts which he works as part of the change and the shifts worked upon his return to the original schedule shall be paid for at straight-time rate.
- (3) Schedules of hours of work, which cover the normal work requirements, shall be posted by the Council at least ten (10) calendar days in advance of the starting date of the new schedule. The Council shall, where practical, arrange schedules which will remain in effect for periods of not less than twenty-eight (28) calendar days:

27.04

Special Work Schedules

- (a) Notwithstanding sub-clause 27.02, where hours of work are scheduled for employees who work at sites located outside of the headquarters area at Ottawa, and work on a continuous operation, or who work under unusual conditions that call for irregular scheduling of hours of work and days of rest. Hours of work shall be scheduled to provide that:
 - (i) for employees to whom schedules 3 and 6 (supervisory) and 3, 5, 7 and 8 (non-

supervisory) of the pay schedules apply either:

- (1) the first one hundred and fifty (150) hours worked in a twenty-eight (28) day work cycle constitute the employee's normal hours of work for which he shall be paid at his straight-time rate, or
 - (2) the first thirty-seven and one-half (37 1/2) hours worked in a work week constitute the employee's normal hours of work for which he shall be paid at his straight-time rate.
- (ii) for employees to whom schedules 1, 2, 4, 5 and 7 (supervisory) and 1, 2, 4, 6 and 9 (non-supervisory) of the pay schedules apply either:
- (1) the first one hundred and sixty (160) hours worked in a twenty-eight (28) day work cycle constitute the employee's normal hours of work for which he shall be paid at his straight-time rate, or
 - (2) the first forty (40) hours worked in a work week constitute the employee's normal hours of work for which he shall be paid at his straight-time rate.
- (b) Operations permitting, the scheduled days of rest for employees who work under the provisions of sub-clause 27.04 shall be consecutive and not less than two (2). The first day of rest shall begin immediately after midnight on the calendar day following the employee's last regular shift, the second and subsequent days of rest shall begin immediately after midnight of the employee's first day of rest,

27.05

- (a) An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.
- (b) The present arrangement whereby Council schedules normal hours of work so as to meet operational requirements shall continue for the duration of this Agreement. The Council agrees that before a schedule of work hours is changed, the change will be discussed with the Association.

27.06

An employee will register his attendance in a form determined by the Council.

CLAUSE 28 - OVERTIME

28.01

In this group of sub-clauses,

"overtime" means work performed by an employee with the prior knowledge and prior approval of an authorized officer of the Council in the employee's Division or Branch, in excess of his daily scheduled hours of work, and work performed on his day or days of rest, but excludes time worked on a designated holiday.

28.02

Subject to its operational requirements, the Council shall make every reasonable effort

- (a) to allocate overtime work on an equitable basis among the readily available qualified employees. and
- (b) to give employees who are required to work overtime as much advance notice as possible of

this requirement, preferably not less than six (6) hours' advance notice.

28.03

An employee may be excused from overtime work if his reason or reasons are acceptable to his supervisor.

28.04

Except in cases of emergency, no employee shall be required to work for more than sixteen (16) consecutive and contiguous hours. An interval of not less than eight (8) hours must elapse before an employee is required to resume his duties after having worked for sixteen (16) consecutive and contiguous hours.

28.05

Except for employees covered by sub-clause 28.06, an employee who is required to work fifteen (15) minutes or more of overtime on his normally scheduled working day shall receive overtime compensation as follows:

- (a) at time and one half for each hour of overtime worked by him in excess of his normal work day, except as provided in sub-clause 28.05(b);
- (b) double time for each hour of overtime worked in excess of twice the number of hours of his normal daily scheduled hours of work, that is to say fifteen (15) hours of work or sixteen (16) hours of work as the case may be in any twenty-four hour period.

28.06

This sub-clause applies to employees who work under special flexible conditions that call for unusual scheduling of both hours of work and days of rest in accordance with sub-clause 27.04. Overtime on a scheduled working day shall be compensated at the rate of time and one-half:

- (a) for hours in excess of one hundred and fifty (150) for employees whose normal hours of work are the first one hundred and fifty (150) hours worked in a twenty-eight (28) day cycle;
- (b) for hours in excess of thirty-seven and one-half (37 1/2) for employees whose normal hours of work are the first thirty-seven and one-half (37 1/2) hours worked in a normal work week;
- (c) for hours in excess of one hundred and sixty (160) for employees whose normal hours of work are the first one hundred and sixty (160) hours worked in a twenty-eight (28) day cycle;
- (d) for hours in excess of forty (40) for employees whose normal hours of work are the first forty (40) hours worked in a normal work week.

28.07

An employee who is required to work on his day of rest is entitled to overtime compensation as follows:

- (a) on his first day of rest - at the rate of time and one-half for each hour of overtime worked to a maximum of his normal daily scheduled hours of work, and double time for each hour of overtime worked by him thereafter,
- (b) on his second and subsequent days of rest - at the double time rate for each hour of overtime worked by him,

provided the days of rest are in an unbroken series of consecutive and contiguous calendar days and without the requirement of having worked on his first day of rest.

28.08

Overtime credits earned will be recorded on the basis of each completed fifteen (15) minute period.

28.09

- (1) Overtime shall be compensated by cheque except where, upon request of an employee and with the approval of the Council, overtime may be compensated in equivalent leave with pay.
- (2) Consistent with operational requirements and subject to adequate advance notice by the employee, the Council shall grant compensatory leave at times which are mutually acceptable to the employee and to the Council.
- (3) Cash compensation for overtime will be issued where practicable in the 'pay period following that in which the overtime was worked.
- (4) Compensatory leave credits earned but not granted by the end of September of each calendar year will be liquidated by means of compensation by cheque to the employee on the basis of one (1) hour's pay at straight-time rate for each hour of compensatory leave credit so liquidated.

Compensatory leave credits liquidated under sub-clauses 28.12, 28.13 and 28.14 shall be liquidated in accordance with the provisions of this sub-clause.

28.10

Meal Allowance

- (a) Except on days of rest and on designated holidays, an employee who works three (3) or more hours of overtime,
 - (i) immediately before his scheduled hours of work and who has not been notified of the requirement prior to the end of his last scheduled work period,

or

(ii) immediately following his scheduled hours of work,

shall be reimbursed for one (1) meal in the amount of six dollars (**\$6.00**) except where a free meal is provided. Reasonable time with pay, to be determined by the Council, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

(b) When an employee works overtime continuously beyond the period provided in (a) above, he shall be reimbursed for one (1) additional meal in the amount of six dollars (\$6.00) for each four (4) hour period of overtime worked thereafter, except where free meals are provided. Reasonable time with pay, to be determined by the Council, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

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

28.11

An employee shall not be eligible to earn overtime credits unless he is requested in advance by an authorized officer of the Council to work overtime, or to perform work on a day of rest. It shall be the Council's responsibility to determine the amount of overtime to be worked. In addition, it shall be the Council's responsibility to determine when overtime work shall be performed and to determine when work shall be performed on a day of rest.

28.12

An employee whose employment is terminated by reason of abandonment of his position is entitled to

receive the payment for overtime earned but for which he has not received payment if he so requests it in writing within six (6) months following the date upon which his employment is terminated by a declaration by the Council.

28.13

An employee whose services with the Council terminate for any reason, except as provided in sub-clause 28.12, shall be entitled to receive compensation for overtime earned but for which he has not received payment.

28.14

If an employee dies, overtime credits earned but not liquidated by compensatory leave or cash payment before death shall be paid to his estate.

28.15

The Association is entitled to consult with the Council whenever it is alleged that employees are required to work unreasonable amounts of overtime.

28.16

When an employee is required by the Council to report for work and reports on a day of rest, he shall be paid the greater of:

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

28.17

If an employee reports for work after being given instructions before the termination of his work shift, or at any earlier time of day, to work overtime on a regularly scheduled working day or shift for a period which is not contiguous to his

scheduled working day or shift, he shall be paid the greater of:

- (a) compensation at the applicable overtime rate for the time actually worked, or
- (b) compensation equivalent to four (4) hours' pay at the straight-time rate.

28.18

When an employee is required to report for work under the conditions described in sub-clause 28.17, 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.

Time spent by an employee reporting to work or returning to his residence shall not constitute time worked.

28.19

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

CLAUSE 29 - CALL-BACK PAY

98
D/11

29.01

When an employee is called back by the Council to perform work that has not been scheduled in advance, he is entitled to the greater of:

- (a) compensation at the applicable rate, or
- (b) compensation equivalent to four (4) hours' pay at the straight-time rate for any time worked,

provided that the period of time worked by the employee is not contiguous to his scheduled shift.

Call-back pay is not to be construed as different from or additional to overtime compensation or compensation for work on a designated holiday, but shall be construed so as to establish a minimum of overtime compensation to be paid.

29.02

When an employee is recalled to work overtime under the conditions described in sub-clause 29.01, 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.

Time spent by an employee reporting to work or returning to his residence shall not constitute time worked.

CLAUSE 30 - STANDBY

30.01 This clause shall apply only to those employees identified in Schedule 1 of the Supervisory and Non-Supervisory Rates of Pay.

30.02 Where the Council requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of ten dollars (\$10.00) for each eight (8) consecutive hours or portion thereof that he is on standby, except on his days of rest and designated paid holidays. Where the Council requires an employee to be available on standby on a day of rest or designated paid holiday he shall be paid fifteen dollars (\$15.00) for all such standby.

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

30.04 No standby payment shall be granted if an employee is unable to report for duty when required.

30.05 An employee on standby who is called in to work by the Council and who reports for work shall be paid, in addition to the standby pay, the greater of

- (a) the applicable overtime rate or premium rate for work on a designated holiday for the time worked, or
- (b) the minimum of four (4) hours' pay at the straight-time rate, except that this minimum shall apply only the first time that an employee is required to report for work during a period of standby of eight (8) hours.

30.06

When an employee on standby reports for work under the conditions described in sub-clause 30.05 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 Council to use his automobile when the employee travels by automobile, or
- (b) out-of-pocket expense for other means of commercial transportation.

Time spent by an employee reporting to work or returning to his residence shall not constitute time worked.

CLAUSE 31 - ACTING PAY

31.01

This sub-clause applies to those employees to whom Schedules 1 and 9 of the non-supervisory and Schedule 1 of the supervisory pay schedules apply.

When in accordance with a written instruction from his Director or Branch Head (or his designate), an employee is required to substantially perform for a temporary period of at least three (3) consecutive working days the duties of a higher position than the one held by him, he shall be paid acting pay for that temporary period as follows:

45
23

- (a) when a non-supervisory employee is substituting for a supervisor, to whom the supervisory differential percentages apply, he shall be paid a differential of 6.5% higher than the base trade rate used to establish the salary rate for the supervisory position concerned.
- (b) when a supervisory employee is substituting for a supervisor, to whom the supervisory differential percentages apply, a differential of 4.0% will be added to his supervisory differential. (eg, supervisory differential 11% + 4% = 15%)
- (c) when a non-supervisory or supervisory employee is substituting for a Zone Supervisor he shall receive 95% of the Zone Supervisor rate of pay.
- (d) when a non-supervisory employee is substituting for a position to whom Schedule 9 of the NON-supervisory pay schedules applies, he shall be paid at the minimum rate of pay in the Schedule 9 scale of rates, except that in any case an employee who is entitled under the provisions of this clause to receive acting pay shall receive acting pay at the rate not less than one increment of his normal grade higher than the rate of pay he was receiving immediately prior to the date he was required to perform the duties of the higher position. When a supervisory employee is substituting for a position to whom Schedule 9 of the non-supervisory pay schedules applies, he shall be paid at a rate in the Schedule 9 scale of rates which is nearest to but not less than the rate of pay he was receiving immediately prior to the date he was required to perform the duties of the higher position.

31.02

This sub-clause applies to those non-supervisory employees to whom Schedules 2 to 8 of the pay schedules apply.

When in accordance with a written instruction from his Director or Branch Head (or his designate), an employee performs for a temporary period of at least three (3) consecutive working days, a substantial portion of the duties of a higher position than the one held by him, he shall be entitled to receive acting pay for that temporary period at the lesser of:

(a) the classification of the incumbent being replaced,

or

(b) the classification of the position in which he is acting,

except that in any case an employee who is entitled under the provisions of this clause to receive acting pay shall receive acting pay at the rate not less than one increment of his normal grade higher than the rate of pay he was receiving immediately prior to the date he was required to perform the duties of the higher position.

31.03

If disagreement arises on the application of this Clause, the parties shall consult in an effort to resolve any differences.

CLAUSE 32 - SEVERANCE PAY

Lay-Off

32.01

In the event that the Council decides that lay-off of one or more employees is necessary, the parties agree to consult jointly prior to the implementation of lay-off procedures.

32.02 An employee who has one (1) year or more of continuous service and who is laid off is entitled to be paid severance pay as soon as possible following the time of lay-off.

32.03 In the case of an employee who is laid off for the first time, the amount of severance pay shall be two (2) weeks' pay for the first and one (1) week's pay for each succeeding complete year of continuous service less any period in respect of which he was granted severance pay, retiring leave, rehabilitation leave or a cash gratuity in lieu thereof by the Public Service, a federal crown corporation, the Canadian Armed Forces or the Royal Canadian Mounted Police.

32.04 In the case of an employee who is laid off for a second or subsequent time, the amount of severance pay shall be one (1) week's pay for each completed year of continuous service less any period in respect of which he was granted severance pay, retiring leave, rehabilitation leave or a cash gratuity in lieu thereof by the Public Service, a federal crown corporation, the Canadian Armed Forces or the Royal Canadian Mounted Police, less any period in respect of which he was granted severance pay under 32.03 above.

32.05 Resignation

Subject to sub-clause 32.06, an employee who has ten (10) or more years of continuous service is entitled to be paid on resignation from the Council severance pay equal to the amount obtained by multiplying half of his weekly rate of pay on the effective date of his resignation by the number of completed years of his continuous employment to a maximum of twenty-six (26), less any period in respect of which he was granted severance pay, retiring leave, rehabilitation leave or a cash gratuity in lieu of retiring leave by the Public Service, a federal crown corporation, the Canadian Armed Forces or the Royal Canadian Mounted Police

except that sub-clause 32.05 shall not apply to an employee who resigns to accept employment in the Public Service or a federal crown corporation that accepts the transfer of leave credits.

32.06

Retirement

(a) On termination of employment, an employee who is entitled to an immediate annuity under the Public Service Superannuation Act, or when he is entitled to an immediate annual allowance under the Public Service Superannuation Act,

or

(b) a part-time employee, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and who, if he were a contributor under the Public Service Superannuation Act, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he were a contributor under the Public Service Superannuation Act,

shall be paid a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay, less any period in respect of which he was granted severance pay, retiring leave, rehabilitation leave or a cash gratuity in lieu of retiring leave by the Public Service, a federal crown corporation, the Canadian Armed Forces or the Royal Canadian Mounted Police.

32.07

Death

Regardless of any other benefit payable, if an employee dies, there shall be paid to his estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay, less any period in respect of which he was granted severance pay, retiring leave, rehabilitation leave or a cash gratuity in lieu thereof by the Council, the Public Service, a federal crown corporation, the Canadian Armed Forces or the Royal Canadian Mounted Police.

32.08

Release or Incapacity

An employee who is released for incapacity shall on termination of his employment be entitled to severance pay on the basis of one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-six (26) weeks, less any period in respect of which he was granted severance pay, retiring leave, rehabilitation leave or a cash gratuity in lieu thereof by the Council, the Public Service, a federal crown corporation, the Canadian Armed Forces or the Royal Canadian Mounted Police.

32.09

Under no circumstances shall the maximum severance pay provided under clause 32 be pyramided.

32.10

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

CLAUSE 33 - SHIFT AND WEEKEND PREMIUMS

33.01

If half (1/2) or more of the hours worked during an employee's scheduled shift fall between 4:00 p.m. and 8:00 a.m., he shall be paid a shift premium of one dollar (\$1.00) per hour for all hours worked between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.*

33.02

This sub-clause shall apply only to those employees identified in Schedule 4 of the Rates of Pay.

- (a) Subject to the conditions of this clause, where the Council has a seven-day week operation with rotating shifts on a continuing and annual basis, an employee working in such an operation shall receive a premium of seventy-five cents (75¢) per hour for all regular hours worked on Saturday and/or Sunday at his straight-time hourly rate of pay, plus shift premium if applicable.
- (b) An employee will be eligible to receive such a premium only if rotating shift schedules applicable to him recurrently designate all days in the week as regular working days. However, the foregoing shall not apply in cases where an employee requests to work on Saturday and/or Sunday under other than such a rotating shift schedule.

CLAUSE 34 - CLEAN-UP TIME

34.01

An employee, whose regular duties are such that in the Council's opinion there is a clear-cut need for him to wash-up before the end of his regular work period, shall be allowed wash-up time totalling in all not less than ten (10) and not more than twenty (20) minutes each day.

CLAUSE 35 - TRAVELLING

35.01

Where an employee is required by the Council to travel on Council business to or from his headquarters area as normally defined by the Council, his method of travel shall be determined by the Council and he shall be compensated in the following manner:

- (a) On his normal working day on which he travels but does not work, the employee shall receive his regular pay for the day.
- (b) On his 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 eight (8) or seven and one-half (7 1/2) hours as the case may be, and
 - (ii) at the applicable overtime rate for additional travel time in excess of an eight (8) or a seven and one-half (7 1/2) hour period of work as the case may be, and travel, with a maximum payment for such additional travel time not to exceed eight (8) or seven and one-half (7 1/2) hours' pay as the case may be, at the straight-time rate in any day.
- (c) On his day of rest or on his designated paid holiday on which he travels, the employee shall be paid at the applicable premium rate for hours travelled to a maximum of eight (8) or seven and one-half (7 1/2) hours' pay as the case may be, at the straight-time rate.

35.02

Sub-clause 35.01 does not apply to an employee travelling by means of any type of transport in

which he is required by the Council to perform work. In such circumstances, the employee shall receive the greater of:

- (a) on his normal working day, his regular pay for the day, or
- (b) pay for actual hours worked in accordance with Clauses 15, 27 and 28 of this Agreement.

35.03

Where an employee is required by an authorized officer of the Council to travel on his days of rest or on a designated holiday to attend a course, conference or seminar, the provisions of sub-clause 35.01 shall apply.

35.04

Where an employee is permitted, but not required, by an authorized officer of the Council to attend a course, conference or seminar, the provisions of sub-clause 35.01 shall not apply, and no compensation shall be payable to the employee for time he travels outside his normal hours of work.

CLAUSE 36 - POWER TOOLS

36.01

The Council shall determine whether or not power tools are required by its employees in the execution of their duties at the Council and will maintain such power tools at the Council's expense.

CLAUSE 37 - VEHICLES AND EQUIPMENT

37.01

The Council shall bear the cost of "identification of Welder" cards required by high pressure welders in the performance of their assigned duties at the Council.

37.02

The Council and the employees shall take every reasonable precaution to ensure that all Council equipment and/or vehicles provided by the Council for an employee's duties are in satisfactory working order.

CLAUSE 38 - PAY ADMINISTRATION

38.01

Entitlement to Pay

- (a) every employee is entitled to be paid for services rendered at one of the rates of pay specified in Schedules 1 to 7 (Supervisory) and 1 to 9 (Non-supervisory) for the classification level to which he has been appointed by the Council;
- (b) the rates of pay in Schedules 1 to 7 (Supervisory) and 1 to 9 (Non-supervisory) shall be implemented as indicated therein.

38.02

Rates of Pay on Initial Appointment

- (a) An employee's rate of pay on initial appointment shall not be less than the minimum nor more than the maximum rate of the range of rates applicable to the classification level in the group to which he is appointed by the Council.
- (b) An employee who was appointed above the minimum rate during a period where a pay increase becomes retroactive and who is notified in writing at the time of his letter of appointment that a negotiated retroactive pay increase would not apply to him shall, effective from the date of his appointment, have his rate of pay on appointment altered to the rate in the new scale of rates for his classification level which is nearest to but

not less than the rate at which he was appointed. Changes in the employee's rate of pay which took place during the retroactive period will also be recalculated on the basis set forth in this paragraph.

38.03

Rate of Pay on Promotion

- (a) When an employee to whom Schedule 1 of the Supervisory pay schedules apply is promoted to a higher classification level in his sub-group he shall be paid at the rate of pay for the higher level in his sub-group to which he is being appointed by the Council.
- (b) Except for an employee appointed to or from an Apprentice position to whom schedule 1 of the Non-supervisory pay scales apply, when an employee to whom Schedules 2 to 7 (Supervisory) and 1 to 9 (Non-supervisory) of the pay schedules apply is appointed by the Council to a higher classification level in the same group, he shall be paid at the nearest rate in his new classification level which gives him a salary increase not less than the minimum increment of the higher classification level to which he is being appointed by the Council. If there is no such rate he shall be paid the maximum rate in his new scale.
- (c) Where an employee who is being paid Acting Pay is promoted to the position for which he is receiving Acting Pay, he shall be paid in that position at the rate at which he was being paid Acting Pay and his first pay increment in that position shall become due on the date on which it would have become due as if he had been promoted to that position on the date on which he was most recently authorized to receive Acting Pay in that position.

38.04

Coincidences of Effective Date

Where there is a coincidence of date of appointment by the Council to a higher level in the same group and either a pay increment date or a general salary revision date or both, the employee's rate shall be adjusted in the following sequence as applicable:

- (a) he shall receive his pay increment;
- (b) his rate of pay shall be revised in accordance with the general salary revision:
- (c) his rate of pay on appointment shall be established in the new classification level in accordance with the provisions of sub-clauses 38.03(a) and (b).

38.05

Pay Increments

- (a) Except for an employee paid in the Apprentice scale of rates under Schedule 1 of the Non-supervisory scale of rates and except as provided in paragraphs (d) and (e) of sub-clause 38.05 an employee holding an appointment at one of the classification levels listed in Schedules 2 to 7 (Supervisory) and 1 to 9 (Non-supervisory) of this Agreement shall be granted pay increments on completion of the applicable pay increment period until he reaches the maximum rate in the scale of rates for the classification level to which he is appointed.
- (b) For the purpose of computing periods of service for pay increments a "month" is a calendar month in which an employee receives pay for at least ten (10) days. Periods of leave without pay in excess of one (1) month in the case of semi-annual increments, and in excess of two (2) months in the case of annual increments

will defer an authorized increment by the number of months of leave without pay. An increment shall not be authorized for any employee during a period of leave of absence without pay except where leave without pay for educational or military purposes or election to a full time municipal office has been authorized by the Council.

- (c) The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Council after the date of signing of this Agreement, shall be the first day of the month which is nearest to the anniversary date of the employee's appointment to his classification level except that for employees in the classification levels in which semi-annual increments may be provided as shown in the Schedule of Pay to this Agreement, the first increment authorized by the Council shall become effective six (6) months from the first day of the month which is nearest to the appointment date of the employee to his classification level and at six (6) month intervals thereafter.
- (d) The Council may deny a pay increment to an employee if it is satisfied the employee is not performing the duties of his position satisfactorily. Where the Council intends to deny a pay increment the Council shall give the employee notice in writing of this decision at least two (2) weeks and not more than six (6) weeks prior to the date the pay increment would otherwise have been effective had it been authorized.
- (e) When an employee appointed to one of the classification levels listed in Schedules 2 to 7 (Supervisory) and 1 to 9 (Non-supervisory) of this Agreement is not granted a pay increment on the anniversary date on which a pay increment could normally have been authorized for him, a pay increment may be deferred by the Council to the first day of any month following the month from which the pay increment was deferred, and for subsequent increments in his classification level the employee shall retain

the increment date that was applicable to him immediately prior to the denial referred to in sub-clause 38.05(d).

38.06

Payment Following Death of Employee

- (a) When an employee dies the Council shall pay to the estate of that employee the amount of pay he would have received but for his death for the period from the date of his death to the end of the month in which his death occurred, provided that the employee has been continuously employed in the Public Service for one year.
- (b) Any previous overpayment of salary to the deceased employee or any debt owing by him to the Council may be recovered from this payment.

38.07

A new employee shall be issued his first pay cheque as soon as practical.

38.08

If an employee signs and submits to the Council an affidavit stating that he has lost or inadvertently mutilated his pay cheque, the Council shall make arrangements with the Office of the Director General of Compensation Services, Department of Supply and Services, to issue a duplicate cheque as soon as possible.

38.09

An employee shall receive cheques or cash for pay supplements such as call-back pay, designated holiday pay, and overtime pay, where practicable in the pay period following, that in which the pay supplements are earned.

38.10

Overtime pay which has been paid to an employee during the period covered by the retro-active general salary revisions (Schedules 1 to 7 of this Supervisory Agreement), and (Schedules 1 to 9 of the Non-supervisory Agreement) will be recomputed and the difference between the amount paid on the old salary scales (31 January 1988) and the amount payable on the new salary scales (31 January 1989) will be paid to the employee.

38.11

If during the life of this Agreement the Council should establish and implement a new classification standard applicable to employees covered by this Agreement, the Council and the Association shall, before rates of pay are applied to new classification levels resulting from the application of the standard, negotiate new rates of pay if applicable and shall also negotiate rules affecting the pay of employees on their movement to the new classification levels.

CLAUSE 39 - GRIEVANCE PROCEDURE

39.01

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 6.0 of Appendix "A" of the National Joint Council By-Laws.

39.02

Subject to and as provided in Section 90(1), of the P.S.S.R. Act, any employee who feels himself to be aggrieved by the interpretation or application in respect of him of a provision of a statute, or of a regulation, by-law, direction or other instrument made or issued by the Council, dealing with terms and conditions of employment, or as a result of any other occurrence or matter affecting his terms and conditions of employment, other than those arising out of the classification process, is entitled to present a grievance in the manner prescribed in

sub-clause 39.05 except that if there is another administrative procedure applicable to the employee provided by or under any Act of Parliament to deal with his specific complaint, such procedure must be followed.

39.03

If an employee wishes to do so, he may discuss a complaint with his immediate supervisor, Branch Head or Director before presenting a grievance.

39.04

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 Council.

39.05

An employee who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit this grievance to the representative of the Council authorized to deal with grievances on the Council's behalf at level one (1) in the grievance procedure applicable to employees of the Council, who shall provide the employee with a receipt stating the date on which the grievance was received by him.

39.06

If an employee so desires, he may either be assisted by, or be represented by the Association, or both, when presenting a grievance at any level.

39.07

Notwithstanding the contents of sub-clause 39.06, an employee is not entitled to present any grievance relating to the interpretation or application in respect of him of a provision of this Collective Agreement or Arbitral Award unless he has the approval of and is represented by the Association, or any grievance relating to any action taken pursuant to an instruction, direction or regulation given or made as described in section 112 of the P.S.S.R. Act.

39.08

An employee cannot be represented by any employee organization other than the Association in the presentation or reference to adjudication of a grievance.

39.09

The Council shall designate a representative authorized to reply on the Council's behalf 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 person to whom a grievance is to be presented in accordance with this grievance procedure. This information shall be communicated to employees by means of notices posted by the Council in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies.

39.10

The number of levels in the grievance procedure prescribed for the Branch or Division in which the employee works shall apply to the employee.

All levels in the grievance procedure except the final level may be bypassed by the mutual consent of the Council, the employee and, when applicable, the Association,

39.11

An employee may present a grievance to the first level of the grievance procedure in the manner prescribed in sub-clause 39.05, 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 had good reason to be aware of the action or circumstance giving rise to such grievance.

39.12

At the request of an employee who has presented a grievance, the Association shall have the right to consult with the person designated to reply on the Council's behalf at the level of the grievance procedure to which the grievance has been presented

for reply. Only at the final level will the Association be obliged to request such consultation by letter.

39.13

The grievor, if he so desires, shall be allowed to be present at each or any level of the grievance procedure wherein the process of consultation between the Council and the Association is utilized.

39.14

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

(a) when 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 Council, but shall not be entitled to do so after the said ten (10) days have elapsed, or

(b) when the employee does not receive a decision within fifteen (15) days, the grievor may present his grievance for consideration at the next higher level within fifteen (15) days after the last day the grievor was entitled to receive a reply but shall not be entitled to do so after the said fifteen (15) days have elapsed.

39.15

The Council shall normally reply to an employee's grievance at any level of the grievance procedure, except the final level, within fifteen (15) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final level.

39.16

When the employee is represented by the Association in the presentation of his grievance, the Council shall provide the appropriate representative of the Association with a copy of the

Council's decision at each level of the grievance procedure at the same time the Council's decision is conveyed to the employee.

39.17

The decision given by the Council at the final level in the grievance procedure shall be final and binding upon the employee unless the grievance is referred to adjudication in accordance with section 91(1) of the P.S.S.R. Act.

39.18

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.

39.19

When the provisions of sub-clause 39.05 cannot be complied with and it is necessary for the employee 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 Council on the day it is delivered to the appropriate office concerned. Similarly, the Council 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 Council's reply was delivered to the address shown on the grievance form. In relation to this sub-clause both the employee and the Council shall use registered mail.

39.20

The time limits stipulated in this procedure may be extended by mutual agreement between the Council, the grievor, and where appropriate, the Association representative.

39.21

When the Council, as a result of disciplinary action, 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, subject to mutual consent as stated in sub-clause 39.10;
- (b) the twenty (20) day time period within which the Council is to reply at the final level may be extended to a maximum of forty (40) days, by mutual agreement of the Council, the grievor, and where appropriate, an authorized representative of the Association.

39.22

An employee may abandon his grievance by written notice to the designated officer of the Council responsible to reply on behalf of the Council at level one (1) of the grievance procedure.

39.23

An employee who fails to present his grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned his grievance, unless in the opinion of the Council, and after consultation with the Association, he was unable for reasons beyond his control to comply with the prescribed time limits.

39.24

No person who is employed in a managerial or confidential capacity 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 Agreement.

39.25

When 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 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 Section 91 of the Public Service Staff Relations Act and the P.S.S.R.B. Regulations and Rules of Procedure.

39.26

Where the grievance is one relating to the interpretation or application in respect of him of a provision of the Collective Agreement, or a related Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the Association signifies in the 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.

CLAUSE 40 - STANDARDS OF DISCIPLINE

40.01

In order of severity, the usual types of disciplinary action are as follows:

(a) oral reprimand,

(b) written reprimand,

(c) suspension,

(d) dismissal.

- 40.02 When an employee feels himself to be aggrieved by the application with respect to him of any disciplinary action which was applied, or in his opinion was applied, to him by the Council, he may present a grievance in accordance with the provisions of Clause 39.
- 40.03 Except in the case of an oral reprimand the Council shall provide an employee with a written record of any disciplinary action taken by the Council against him after the date of signing of this Agreement, and such written record shall include the reason for the disciplinary action.
- 40.04 The Council agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware two (2) days prior to the time of said hearing.
- 40.05 The Council agrees not to introduce as evidence in an adjudication hearing any document from the file of an employee the existence of which the employee was not aware at the time of requesting the services of an adjudicator or within a period of five (5) consecutive working days after the Council has been informed that the employee has requested the services of an adjudicator.
- 40.06 Notice of disciplinary action which may have been placed on the Council staff file of an employee following the date of signing of this Agreement shall be removed from the Council staff file of the employee after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during the two (2) year period.

4

CLAUSE 41 - NATIONAL JOINT COUNCIL AGREEMENTS

41.01 Subject to Section 1.3 of Appendix "A" of the National Joint Council By-laws, 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 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.

41.02 NJC items which may be included in a collective agreement are those items which the 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.

CLAUSE 42 - DURATION OF AGREEMENT

42.01 The duration of this Collective Agreement shall be from the date it is signed to 30 July 1991 inclusive and unless otherwise expressly stipulated the provisions of this Agreement shall become effective on the date it is signed.

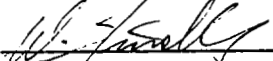
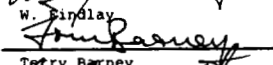
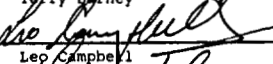
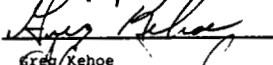
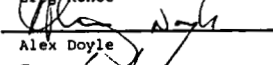
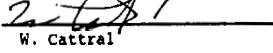
CLAUSE 43 - AGREEMENT REOPENER

43.01 This Agreement may be amended by mutual consent of the Council and the Association at any time during the life of the Agreement.

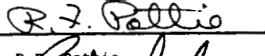
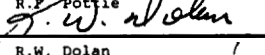
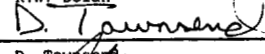
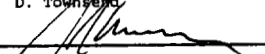
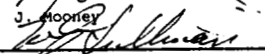

43.02

Signed at Ottawa, Ontario on this 30th day of the month of October 1989 by the Council and by the Association Officers.

RESEARCH COUNCIL
EMPLOYEES' ASSOCIATION


W. Sindlay

Terry Barney

Leo Campbell

Greg Kehoe

Alex Doyle

W. Cattral

NATIONAL RESEARCH
COUNCIL OF CANADA


R.F. Pottie

R.W. Dolan

D. Townsend

J. Mooney

W.J. Sullivan

Anita Laframboise

SCHEDULE 1

**NATIONAL RESEARCH COUNCIL OF CANADA
NON-SUPERVISORY RATES OF PAY
(Public Sector Compensation Act 1991)**

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 1992

CRAFTSMEN AND MAINTENANCE

MECHANICAL

From: 33353 34888 36375#
1. 34354 35935 37466#

BUILDING/STRUCTURAL

From: 31106 32431 33786#
1. 32039 33404 34800#

ELECTRICAL/ELECTRONIC

From: 36439 37901 39360#
1. 37532 39038 40541#

PLANT ASSISTANT 3

From: 28764 29865 30774#
1. 29627 30761 31697#

SCHEDULE 1

PLANT ASSISTANT 2

From: 25415 26521 27328 28473#
1. 26177 27317 28148 29327#

PLANT ASSISTANT 1

From: 22811 23664 24561 25572#
1. 23495 24374 25298 26339#

MACHINIST

From: 31275* 32537*
1. 32213' 33513*

AUTOMOTIVE MECHANIC

From: 32094* - B
1. 33057'

Annual increments may be approved up to this rate.

- Rates are not part of the scale of rates but are applicable only to particular positions on a present - incumbent - only basis.

SCHEDULE 1

NATIONAL RESEARCH COUNCIL OF CANADA

NON-SUPERVISORY RATES OF PAY

(Public Sector Compensation Act 1991)

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 1992

CRAFTSMEN AND MAINTENANCE

MECHANICAL APPRENTICE

From: 21677 22778 23678 26413 27480
1. 22327 23461 24388 27205 28304

MECHANICAL APPRENTICE (cont'd)

From: 28580 29636 30911 32132
1. 29437 30525 31838 33096

ELECTRICAL/ELECTRONIC APPRENTICE

From: 23686 24883 25886 26844 27862
1. 24397 25629 26663 27649 28698

ELECTRICAL/ELECTRONIC APPRENTICE (cont'd)

From: 29021 30128 31338 32759
1. 29892 31032 32278 33742

SCHEDULE 2

**NATIONAL RESEARCH COUNCIL OF CANADA
NON-SUPERVISORY RATES OF PAY**

RESERVED

SCHEDULE 3

NATIONAL RESEARCH COUNCIL OF CANADA

NON-SUPERVISORY RATES OF PAY

(Public Sector Compensation Act 1991)

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 1992

DUPLICATING SERVICES

DUPLICATING SERVICES 4

From:	26613	27629	28665	29701
1.	27411	28458	29525	30592

DUPLICATING SERVICES 3

From:	23915	24835	25754	26675	27619
1.	24632	25580	26527	27475	28448

DUPLICATING SERVICES 2

From:	20211	20954	21696	22436
1.	20817	21583	22347	23109

SCHEDULE 3

DUPLICATING SERVICES 1

From:	15046	15575	16098	16624	17148
1.	15497	16042	16581	17123	17662

DUPLICATING SERVICES 1 (cont'd)

From:	17673	18195	18724**
1.	18203	18741	19286**

- Semi-annual increments may be approved up to this rate.

SCHEDULE 4

NATIONAL RESEARCH COUNCIL OF CANADA

NON-SUPERVISORY RATES OF PAY

(Public Sector Compensation Act 1991)

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 1992

**HEATING, POWER AND STATIONARY PLANT OPERATION
GROUP**

HP - 5

From: 37308 38414
1. 38427 39566

HP - 4

From: 34328 35339
1. 35358 36399

HP - 3

From: 30198 31085
1. 31104 32018

HP - 2

From: 27334 28139
1. 28154 28983

SCHEDULE 4

HP - 1

From: 24651 25366
1. 25391 26127

SCHEDULE 6

NATIONAL RESEARCH COUNCIL OF CANADA

NON-SUPERVISORY RATES OF PAY

(Public Sector Compensation Act 1991)

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 1992

FIRE PREVENTION OFFICERS

FIRE PREVENTION OFFICER 2

From:	31728	32643	33569	34493	35809
I.	32680	33622	34576	35528	36883

FIRE PREVENTION OFFICER 1

From:	30691	31606	32536	33767
1.	31612	32554	33512	34780

SCHEDULE 7

**NATIONAL RESEARCH COUNCIL OF CANADA
NON-SUPERVISORY RATES OF PAY
(Public Sector Compensation Act 1991)**

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 1992

LABORATORY SERVICE ATTENDANT GROUP

LABORATORY SERVICE ATTENDANT 5

From:	27653	28516	29378	30238
1.	28483	29371	30259	31145

LABORATORY SERVICE ATTENDANT 4

From:	25048	25790	26528	27272
1.	25799	26564	27324	28090

LABORATORY SERVICE ATTENDANT 3

From:	22334	22984	23641	24293
1.	23004	23674	24350	25022

LABORATORY SERVICE ATTENDANT 2

From:	19759	20325	20891	21458
1.	20352	20935	21518	22102

SCHEDULE 7

LABORATORY SERVICE ATTENDANT 1

From: 16202 16682 17166 17652 18132 18616**
1. 16688 17182 17681 18182 18676 19174**

** Semi-annual increments may be approved up to this rate.

SCHEDULE 8

**NATIONAL RESEARCH COUNCIL OF CANADA
NON-SUPERVISORY RATES OF PAY
(Public Sector Compensation Act 1991)**

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 1992

RESEARCH ANIMAL CARE GROUP

RESEARCH ANIMAL CARE 3

From:	24825	25557	26294	27026
1.	25570	26324	27083	27837

RESEARCH ANIMAL CARE 2

From:	22135	22783	23427	24072
1.	22799	23466	24130	24794

RESEARCH ANIMAL CARE 1

From:	19584	20146	20705	21267
1.	20172	20750	21326	21905

RESEARCH ANIMAL CARE TRAINEE

From:	16061	16539	17014	17496	17973
1.	16543	17035	17524	18021	18512

SCHEDULE 8

RESEARCH ANIMAL CARE TRAINEE (cont'd)

From: 18451**
1. 19005**

** Semi-annual increments may be approved up to this rate.

SCHEDULE 9

**NATIONAL RESEARCH COUNCIL OF CANADA
NON-SUPERVISORY RATES OF PAY
(Public Sector Compensation Act 1991)**

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 1992

CONTROLLER

From:	38011	38736	39646	41133
1.	39151	39898	40835	42367

GROUP: OPERATIONAL CATEGORY

Collective Agreement Covering
NRC Non-supervisory Employees
of the Operational Category
Expiring 30 July 1991

NOTES TO PAY SCHEDULES 1 to 9

1. The annual rate of pay shall be used for computing the employee's pay.
2. To calculate the weekly rate of pay, divide the annual rate of pay by 52.176 and round to the nearest cent.
3. To calculate the daily rate of pay, divide the weekly rate of pay by five (5) and round to the nearest cent.
4. To calculate the hourly rate of pay, divide the weekly rate of pay by either thirty-seven and one-half (37 1/2) or forty (40) as the case may be in accordance with sub-clause 27.02, and round to the third decimal place.
5. Except as provided in sub-clause **38.02(b)** employees to whom pay schedules 1 to 9 apply, shall be paid in the appropriate scale of rates set out in schedules 1 to 9 at the rate shown immediately below their former rate and shall be deemed to have commenced receipt of the remuneration at the beginning of the period in respect of which it is paid.

6. Where the rates of pay set forth in Schedules 1 to 9 have an effective date prior to the date of signing of the Agreement the following shall apply:

- (i) "retroactive period" for the purpose of (ii) 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 Agreement is signed or when an arbitral award is rendered therefor:
- (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 Agreement been signed or an arbitral award rendered therefor on the effective date of the revision in rates of pay:
- (iv) for former employees or, in the case of death, for the former employees' representatives, the Council shall make payment in accordance with (iii) to such individuals at their last known address by registered mail. If the payment is undeliverable and returned to the Council it will be held for ninety (90) days after which time any obligation upon the Council to provide payment ceases:
- (v) no payment shall be made for one dollar or less.

THIS AGREEMENT IS EXECUTED IN SEVERAL COPIES,
ANY ONE OF WHICH MAY BE CONSIDERED THE ORIGINAL,

THIS ~~..30th...~~ DAY OF ~~..October..~~ 1989

between

The National Research Council of Canada,
hereinafter known as the Council, of the first part,

and

The Research Council Employees' Association,
hereinafter known as the Association,
of the second part,

covering

Supervisory employees in the

OPERATIONAL CATEGORY

expiring

30 July 1991

NOTA BENE:

The provisions of the Collective Agreement covering the employees of the operational Category (Supervisory) are identical to the provisions contained in the Operational Category (Non-supervisory) Collective Agreement except for the following:

CLAUSE 2

Recognition

2.01

The Council recognizes the Association as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the nineteenth day of July, 1967, covering supervisory employees of the Operational Category.

CLAUSE 3

Interpretations and Definitions

3.01

For the purpose of this Agreement,

- (c) "bargaining unit" means the supervisory employees of the Council in the Operational Category who are eligible to be bargained for collectively within the meaning of the Public Service Staff Relations Act.

CLAUSE 31

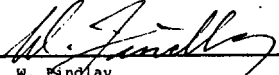
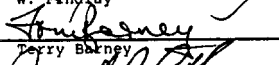

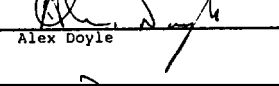

Acting Pay

As noted in the provisions of Sub-clause 31.02 of the Operational Category Collective Agreement, Acting Pay is not applicable to supervisory employees to whom pay schedules 2 to 9 apply.

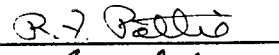
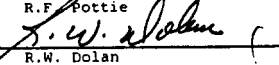
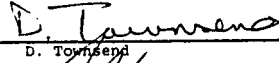
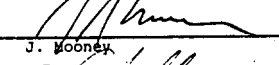
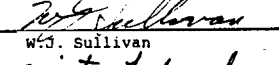
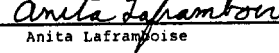
43.02

Signed at Ottawa, Ontario on this 30th day of
the month of October 1989 by the Council and
by the Association Officers.

RESEARCH COUNCIL
EMPLOYEES' ASSOCIATION


W. Findlay

Terry Barney

Joseph Leblanc

Alex Doyle

W. Catral

NATIONAL RESEARCH
COUNCIL OF CANADA


R.F. Bottie

R.W. Dolan

D. Townsend

J. Mooney

W.J. Sullivan

Anita Laframboise

SCHEDULE 1

**NATIONAL RESEARCH COUNCIL OF CANADA
SUPERVISORY RATES OF PAY
(Public Sector Compensation Act 1991)**

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 1992

ZONE SUPERVISOR

**From: 45266
1. 46624**

SCHEDULE 1

NATIONAL RESEARCH COUNCIL OF CANADA

Supervisory Differential Percentages
Applied In Accordance With The
Supervisory Rating Plan And The
Applicable Supplement To This Schedule

Supervisor

<u>Degree</u>	<u>Percentage</u>
A1	4.5
B2	7
B3, C2	11
B4, C3	15
B5, C4, D3	19
B6, C5, D4	23
C6, D5	27
D6	29

SUPPLEMENT TO SCHEDULE 1

NATIONAL RESEARCH COUNCIL OF CANADA

APPLICABLE SUB-GROUP RATES

UPON WHICH SUPERVISORY PERCENTAGES ARE BASED

(Public Sector Compensation Act 1991)

1. Effective 31 July 1992

AUTOMOTIVE MECHANIC	PLANT ASSISTANT 3
From: 32094 1. 33057	Formerly: Plant Mechanic Level 7
	From: 30774 1. 31697
BUILDING/STRUCTURAL	PLANT ASSISTANT 2
Formerly: Carpenter	
From: 33786 1. 34800	From: 28473 1. 29327
ELECTRICAL/ELECTRONIC	PLANT ASSISTANT 1
Formerly: Electrician	Formerly: Driver
From: 39360 1. 40541	From: 25572 1. 26339
MECHANICAL	
Formerly: Air Conditioning Mechanic Plumber Welder	
From: 36375 1. 37466	

SCHEDULE 2

**NATIONAL RESEARCH COUNCIL OF CANADA
SUPERVISORY RATES OF PAY**

RESERVED

SCHEDULE 3

NATIONAL RESEARCH COUNCIL OF CANADA

SUPERVISORY RATES OF PAY

{Public Sector Compensation Act 1991}

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 1992

DUPLICATING SERVICES

DUPLICATING SERVICES 6

From:	28881	30011	31139	32267
1.	29747	30911	32073	33235

DUPLICATING SERVICES 5

From:	28588	29704	30824	31938
1.	29446	30595	31749	32896

DUPLICATING SERVICES 4

From:	26613	27629	28665	29701
1.	27411	28458	29525	30592

SCHEDULE 4

NATIONAL RESEARCH COUNCIL OF CANADA

SUPERVISORY RATES OF PAY

(Public Sector Compensation Act 1991)

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 1992

**HEATING, POWER AND STATIONARY PLANT OPERATION
GROUP**

HP - 8

From:	44388	45800	47212	48625
1.	45720	47174	48628	50084

HP - 7

From:	40848	42148	43449	44748
1.	42073	43412	44752	46090

HP - 6

From:	37343	38525	39702	40880
1.	38463	39681	40893	42106

HP - 5

From:	37308	38414
1.	38427	39566

SCHEDULE 5

**NATIONAL RESEARCH COUNCIL OF CANADA
SUPERVISORY RATES OF PAY
(Public Sector Compensation Act 1991)**

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 1992

FIRE PREVENTION OFFICERS

FIRE PREVENTION OFFICER 3

<i>From:</i>	33679	34769	35858	36949	38369
1.	34689	35812	36934	38057	39520

SCHEDULE 6

NATIONAL RESEARCH COUNCIL OF CANADA

SUPERVISORY RATES OF PAY

(Public Sector Compensation Act 1991)

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 1992

RESEARCH ANIMAL CARE GROUP

RESEARCH ANIMAL CARE SUPERVISOR

From:	28520	29411	30300	31190
1.	29376	30293	31209	32126

SCHEDULE 7

**NATIONAL RESEARCH COUNCIL OF CANADA
SUPERVISORY RATES OF PAY**

RESERVED

GROUP: OPERATIONAL CATEGORY

Collective Agreement Covering
NRC Supervisory Employees
of the Operational Category
Expiring 30 July 1991

NOTES TO PAY SCHEDULES 1 to 7

1. The annual rate of pay shall be used for computing the employee's pay.
2. To calculate the weekly rate of pay, divide the annual rate of pay by 52.176 and round to the nearest cent.
3. To calculate the daily rate of pay, divide the weekly rate of pay by five (5) and round to the nearest cent.
4. To calculate the hourly rate of pay, divide the weekly rate of pay by either thirty-seven and one-half (37 1/2) or forty (40) as the case may be in accordance with sub-clause 27.02, and round to the third decimal place.
5. Except as provided in sub-clause 38.02(b) employees to whom pay schedules 2 to 7 apply, shall be paid in the appropriate scale of rates set out in schedules 2 to 7 at the rate shown immediately below their former rate and shall be deemed to have commenced receipt of the remuneration at the beginning of the period in respect of which it is paid.

6. Where the rates of pay set forth in Schedules 1 to 7 have an effective date prior to the date of signing of the Agreement the following shall apply:

- (i) "retroactive period" for the purpose of (ii) 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 Agreement is signed or when an arbitral award is rendered therefor;
- (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 Agreement been signed or an arbitral award rendered therefor on the effective date of the revision in rates of pay;
- (iv) for former employees or, in the case of death, for the former employees' representatives, the Council shall make payment in accordance with (iii) to such individuals at their last known address by registered mail. If the payment is undeliverable and returned to the Council it will be held for ninety (90) days after which time any obligation upon the Council to provide payment ceases;
- (v) no payment shall be made for one dollar or less.

MEMORANDUM OF AGREEMENT

Re: Collective Agreement covering
Non-supervisory and Supervisory employees in the
operational Category

between

National Research Council of Canada

and

Research Council Employees' Association

Re: Travel Between Work sites

This Memorandum of Agreement covers employees to whom Schedule 1 of the pay schedules applies.

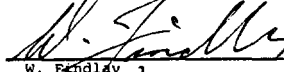
Employees may be assigned to work at any work site in their headquarters area: no additional cost will be incurred by the Council when an employee reports for duty from his place of residence to any such work site. When an employee is called upon to work at more than one work site during the working day, transportation or mileage allowance at the rate normally paid to an employee when authorized by the Council to use his automobile when the employee travels by automobile.

Signed at Ottawa, Ontario on this 30th day of the month of October 1989.

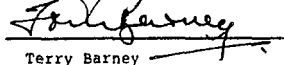
DURATION

This Memorandum of Agreement shall have the same duration as the provisions of the Collective Agreement signed on 30 October 1989 covering Non-supervisory and Supervisory employees in the Operational Category.

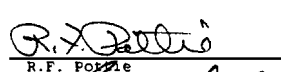
RESEARCH COUNCIL
EMPLOYEES' ASSOCIATION



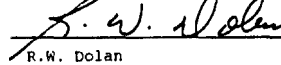
W. Findlay


Terry Barney

NATIONAL RESEARCH
COUNCIL OF CANADA



R.F. Pottle


R.W. Dolan