

ways:  
27.02.90



National Research Council Canada

Conseil national de recherches Canada

SOURCE	NRC	
REF.	900921	
TERM.	910430	
No. OF EMPLOYEES	22	
NON-RE EMPLOYÉS		

**Agreement between the National Research Council of Canada and the Research Council Employees' Association**

Group: Data Processing  
(all employees)

Expiry: 30 April 1991



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

**THIS 21st DAY OF SEPTEMBER 1990**

**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**

**all employees in the**

**DATA PROCESSING GROUP**

**expiring**

**30 April 1991**

# TABLE OF CONTENTS

CLAUSE	1: PURPOSE OF AGREEMENT.....	1
CLAUSE	2: RECOGNITION.....	1
CLAUSE	3: INTERPRETATION AND DEFINITIONS.....	2
CLAUSE	4: APPLICATION.....	5
CLAUSE	5: JOINT CONSULTATION.....	5
CLAUSE	6: CHECK-OFF (RE MEMBERSHIP DUES AND/OR INSURANCE PREMIUMS).....	6
CLAUSE	7: INFORMATION.....	8
CLAUSE	8: PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES.....	8
CLAUSE	9: ILLEGAL STRIKES.....	9
CLAUSE	10: MANAGEMENT RIGHTS.....	9
CLAUSE	11: STATE SECURITY.....	10
CLAUSE	12: PRECEDENCE OF LEGISLATION.....	10
CLAUSE	13: LEAVE -GENERAL.....	10
CLAUSE	14: VACATION AND FURLOUGH LEAVE.....	12
CLAUSE	15: DESIGNATED HOLIDAYS.....	17
CLAUSE	16: SICK LEAVE.....	21
CLAUSE	17: PART-TIME EMPLOYEES.....	23
CLAUSE	18: OTHER LEAVE WITH OR WITHOUT PAY.....	25
CLAUSE	19: TIME-OFF FOR ASSOCIATION BUSINESS.....	37
CLAUSE	20: APPOINTMENT AND TIME-OFF FOR STEWARDS.....	41
CLAUSE	21: REST PERIODS.....	42
CLAUSE	22: EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....	43
CLAUSE	23: RESIGNATION - A LETTER.....	43
CLAUSE	24: MEDICAL AND HOSPITAL INSURANCE.....	43
CLAUSE	25: SAFETY AND HEALTH.....	44
CLAUSE	26: TECHNOLOGICAL CHANGE AND CONTRACTING OUT.....	45
CLAUSE	27: HOURS OF WORK.....	45
CLAUSE	28: OVERTIME.....	50
CLAUSE	29: CALL-BACK PAY.....	55
CLAUSE	30: ACTING PAY.....	56
CLAUSE	31: SEVERANCE PAY.....	57
CLAUSE	32: PAY ADMINISTRATION.....	60
CLAUSE	33: SHIFT PREMIUM.....	65
CLAUSE	34: WEEKEND PREMIUM.....	65

CLAUSE 35:	GRIEVANCE PROCEDURE.....	66
CLAUSE 36:	TRAVELLING.....	73
CLAUSE 37:	STANDARD OF DISCIPLINE.....	74
CLAUSE 38:	POSITION QUESTIONNAIRE.....	76
CLAUSE 39:	STANDBY.....	77
CLAUSE 40:	NATIONAL JOINT COUNCIL AGREEMENTS.....	78
CLAUSE 41:	DURATION OF AGREEMENT.....	79
CLAUSE 42:	AGREEMENT REOPENER.....	79
SCHEDULE 1:	RATES OF PAY.....	81
APPENDIX A:	MEMORANDUM OF AGREEMENT - COMPRESSED WORK WEEK.....	87

Sidelines in the margins indicate changes from the previous agreement

# INDEX

CLAUSE	30:	ACTING PAY.....	56
CLAUSE	42:	AGREEMENT REOPENER.....	79
CLAUSE	4:	APPLICATION.....	5
CLAUSE	20:	APPOINTMENT AND TIME-OFF FOR STEWARDS .....	41
CLAUSE	29:	CALL-BACK PAY.....	55
CLAUSE	6:	CHECK-OFF (RE MEMBERSHIP DUES AND/OR INSURANCE PREMIUMS).....	6
CLAUSE	15:	<b>DESIGNATED HOLIDAYS</b> .....	17
CLAUSE	41:	DURATION OF AGREEMENT .....	79
CLAUSE	22:	EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....	43
CLAUSE	35:	GRIEVANCE PROCEDURE.....	66
CLAUSE	27:	HOURS OF WORK .....	45
CLAUSE	9:	<b>ILLEGAL STRIKES</b> .....	9
CLAUSE	7:	INFORMATION.....	8
CLAUSE	3:	<b>INTERPRETATION AND DEFINITIONS</b> .....	2
CLAUSE	5:	JOINT CONSULTATION.....	5
CLAUSE	13:	LEAVE - GENERAL.....	10
CLAUSE	10:	<b>MANAGEMENT RIGHTS</b> .....	9
CLAUSE	24:	MEDICAL AND HOSPITAL INSURANCE.....	43
CLAUSE	40:	NATIONAL JOINT COUNCIL AGREEMENTS.....	78
CLAUSE	18:	OTHER LEAVE WITH OR WITHOUT PAY .....	25
CLAUSE	28:	OVERTIME.....	50
CLAUSE	32:	<b>PAY ADMINISTRATION</b> .....	60
CLAUSE	38:	POSITION QUESTIONNAIRE .....	76
CLAUSE	12:	<b>PRECEDENCE OF LEGISLATION</b> .....	10
CLAUSE	8:	PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES.....	2
CLAUSE	1:	PURPOSE OF AGREEMENT.....	1
CLAUSE	2:	RECOGNITION.....	1
CLAUSE	17:	PART-TIME EMPLOYEES.....	23
CLAUSE	23:	RESIGNATION - A <b>LETTER</b> .....	43
CLAUSE	21:	REST PERIODS.....	42
CLAUSE	25:	SAFETY AND HEALTH.....	44
CLAUSE	31:	SEVERANCE PAY.....	57
CLAUSE	33:	SHIFT PREMIUM.....	65
CLAUSE	16:	SICK LEAVE.....	21
CLAUSE	37:	STANDARDS OF DISCIPLINE.....	74

CLAUSE 39: STANDBY.....	77
CLAUSE 11: STATE SECURITY.....	10
CLAUSE 26: TECHNOLOGICAL CHANGE AND CONTRACTING OUT.....	45
CLAUSE 19: TIME-OFF FOR ASSOCIATION BUSINESS.....	37
CLAUSE 36: TRAVELLING.....	73
CLAUSE 14: VACATION AND FURLOUGH LEAVE.....	12
CLAUSE 34: WEEKEND PREMIUM.....	65
SCHEDULE 1: RATES OF PAY.....	81
APPENDIX A MEMORANDUM OF AGREEMENT - COMPRESSED WORK WEEK.....	87

Sidelines in the margins indicate changes from the previous agreement

## **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 twenty-ninth day of November ~~1968~~, covering supervisory and non-supervisory employees in the Data Processing Group of the Administrative Support 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 all employees of the Council in the Data Processing Group of the Administrative Support 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 the provisions of Clause 36 Travelling.
- (k) "designated holiday" means 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' mean the employee's weekly rate of pay **divided** by thirty-seven and one-half (37 1/2);
- (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) "**PSSR**" 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 of 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 ~~is~~ 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 Credits

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:

- (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 in 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 although vacation leave credits are earned as a matter of right, the scheduling and granting of such leave must be authorized in advance by the Council before such leave is taken. The scheduling and granting of vacation leave should 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 vacation 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 31<sup>st</sup>, 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,
- (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.



or

- (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 each fiscal 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.

## 15.10

When an employee is required to report for work and reports on a designated paid holiday which is not his scheduled day of work, 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 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 scheduled hours of work are less than ~~thirty-seven~~ and one-half (37 1/2) hours per week, 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:

- (a) (i) part-time employees shall be paid at the straight-time rate of pay for all hours of work performed up to the normal daily hours for full-time employees;
- 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;

or

- (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 31 (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 31 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 (4) per cent for all straight-time hours during the period of part-time employment.
- (9) 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 the first seven and one-half (7 1/2) hours worked on the holiday and doubletime (2) 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 or with whom the employee permanently resides.

- (a) When a member of his immediate family dies, an employee shall be entitled to a bereavement 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 grandparent, 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 or by providing proof satisfactory to the Council of being required 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 wilful 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.

- (i) Nevertheless, where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined in (a) above, the period of maternity leave without pay therein defined may be extended beyond the date falling twenty-six (26) weeks after the date of childbirth by a period equal to the period during which the child is hospitalized.
  - (ii) In any case described in subsection (i) above where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in subsection (i)
  - (iii) the extension described in subsection (i) or (ii) shall end no later than fifty-two (52) weeks after the termination date of 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 **m e d i i 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.
- (9) 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 18, 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 (9) 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) (i) For a full time employee, 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.
  - (ii) For a part-time employee, the weekly rate of pay referred to in sub-clause 18.07 (i) (i) and (ii) shall be the full-time weekly rate of pay for her classification multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6)-month period of continuous employment by the regularly scheduled full-time hours of work for the employee's 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.
- (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.

- (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:

- (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 by the spouse's employer and up to five (5) years to an employee whose spouse is temporarily relocated by the spouse's employer.
- (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 (1/2) 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 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 23 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 leave with pay to an employee who is a party 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.

## **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 the head of ~~the~~ Division, Institute or Branch, or the permission of such person or persons ~~as~~ the head of the Division, Institute or Branch may designate, before leaving his work to investigate within his area of jurisdiction complaints of an urgent nature, or to meet with the head of the Division, Institute or Branch 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 a paid rest period ~~of~~ fifteen (15) minutes during both the first and second half of his normal working day or shift; the Council will not unreasonably withhold these rest periods due to operational requirements and if operational requirements do not permit such rest periods the Council will work out an **alternative** with ~~the~~ employee if practical.



## **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~~ **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~~ **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~~ **expeditiously** carrying out reasonable procedures and techniques ~~designed~~ **designed** or intended to prevent or reduce ~~the~~ **the** risk ~~of~~ **of** employment injury.

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

### **27.01**

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

### **27.02**

#### **Day Work**

- (a) Subject to sub-clause 27.02(b), the scheduled work week shall be thirty-seven and one-half (37 1/2) hours from Monday to Friday inclusive, and the scheduled work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a lunch period, between the hours of 07:00 hours and 18:00 hours daily with Saturdays and Sundays as days of rest.
- (b) Where scheduled hours, other than those provided in sub-clause 27.02(a), are in existence when this Agreement is signed, the Council on request, will consult with the Association on such hours of work

and in such consultation establish that such hours are required to meet the operational requirements of the Council and to meet the need for a high level of efficiency in the service provided by the employees concerned to the users of said service. Where scheduled hours are to be changed so that they are different from those specified in sub-clause 27.02(a), except in cases of emergency, after giving thirty (30) days' advance notice to the Association, the Council will consult with the Association on such hours of work and, in such consultation, will establish that such hours are required to meet the operational requirements of the Council and to meet the need for a high level of efficiency in the service provided by the employees concerned to the users of said service.

## 27.03

### Shift Work

- (a) Subject to sub-clause 27.03(b), employees who work on a rotating or irregular basis shall have their hours of work scheduled over a period of not more than twenty-eight (28) calendar days, so that
- (i) they work an average of thirty-seven and one-half (37 1/2) hours and an average of five (5) days per week;
  - (ii) they work seven and one-half (7 1/2) hours per day, exclusive of a one-half (1/2) hour meal period;
  - (iii) they obtain on the average, over a twenty-eight (28) day work cycle, two (2) days of rest per week;
  - (iv) they obtain at least two (2) consecutive contiguous days of rest, except when days of rest are separated by a designated paid holiday which is not worked. For the purposes of this sub-clause, two consecutive and contiguous

periods of twenty-four (24) hours each will be deemed to be two **consecutive** and contiguous days of rest; and

(v) the standard shifts are

midnight	00:01	to	08:00	
	08:00	to	16:00	
	09:00	to	17:00	
	12:00	to	20:00	
	16:00	to	24:00	midnight.

- (b) Where either shifts or the duration of the work cycle, or both, other than as provided in sub-clause 27.03(a), are in existence when this Agreement is signed, the Council, on request, will consult with the Association on the timing of such shifts or the duration of the work cycles, or both, and in such consultation establish that such shifts or work cycles, or both, are required to meet the operational requirements of the Council and to meet the need for a high level of efficiency in the service provided by the employees concerned to the users of said service. Where either shifts or the duration of the work cycle or both are to be changed so that they are different from those specified in sub-clause 27.03 (a), except in cases of emergency, after giving thirty (30) days' advance notice to the Association the Council will consult with the Association on the changes of either the **shifts** or the duration of the work cycle or both and in such consultation will establish that such a change or changes are required to meet the operational requirements of the Council and the need for a high level of efficiency in the service provided by the employees concerned to the users of said service.
- (c) Where an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

- (i) on the day it commenced where half or more of the hours worked fall on that day, or
- (ii) on the day it terminates where more than half of the hours worked fall on that day.

Accordingly, where an employee's scheduled shift does not commence and end on the same day, the first day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

- (d) It is recognized that certain operations require some employees being on the job for a full eight (8) hour shift. In these operations, such employees will be paid for a one-half (1/2) hour meal period because they will not be able to leave the work place for a meal break. Subject to sub-clause 27.03(e), a specified meal period shall be scheduled as close to the mid-point of the shift as possible. When an employee is required to be on the job for a full eight (8) hour shift, the one-half (1/2) hour meal period will be subject to the applicable overtime provisions.
- (e) It is also recognized that the meal period may be staggered for certain employees, however, the Council will make every effort to arrange meal periods at times convenient to the employees.
- (9) The Council will make every reasonable effort
  - (i) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift, and
  - (ii) to avoid excessive fluctuation in hours of work.
- (g) The staffing, preparation, posting and administration of shift schedules is the responsibility of the Council.

- (h) The Council shall set up a master shift schedule posted fifteen (15) days in advance, which will cover the normal requirements of the work area.
- (i) Provided sufficient advance notice is given and with the approval of the Council, employees may exchange shifts if there is no increase in cost to the Council.
- (j) An employee who is required by the Council to change his scheduled shift without receiving at least five (5) days' notice in advance of the starting time of such change in his scheduled shift, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 1/2). Subsequent shifts worked on the revised schedule shall be paid for at straight-time, subject to the overtime provisions of this Agreement.
- (k) In the event that the first shift of the changed shift schedule falls on a designated holiday and premium pay at time and one-half is called for in accordance with the terms of sub-clause 27.03(j), the first shift deemed to have been changed will be the employee's first scheduled working shift of the changed shift schedule that is not a designated holiday.
- (l) An employee on day work in accordance with sub-clause 27.02, whose hours of work are changed by the Council to shift work under sub-clause 27.03 and who has not received at least five (5) days' notice in advance of the starting time of such change, shall be paid for the first day or shift worked subsequent to such change at the rate of time and one-half (1 1/2). Subsequent days or shifts worked on the revised hours shall be paid for at straight-time, subject to the overtime provisions of this Agreement.

## 27.04

### General

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

## 27.05

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 **authorized** work performed by an employee **in** excess of his daily scheduled hours of work.

### 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

An employee who is required to work one-half (1/2)



hour or more overtime on a normally scheduled working day shall receive overtime compensation at time and one-half for each of the first seven and one-half (7 1/2) hours of overtime worked by him in excess of his normal work day, and double time for each hour which he works in excess of seven and one-half (7 1/2) hours of overtime.

## 28.05

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 of the first seven and one-half (7 1/2) hours of overtime worked by him, 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 of rest and without the requirement of having worked on his first day of rest.

## 28.06

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.

## 28.07

If an employee reports for work after being given instructions before ~~the~~ termination of his work shift, ~~or~~ at any earlier time or 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 two (2) hours' pay at the straight-time rate.

## 28.08

When an employee is required to report for work and **reports under the conditions** described in sub-clause 28.05 and 28.07, 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.

## 28.09

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

## 28.10

- (1) Overtime shall be compensated in cash, except where an employee requests equivalent leave with pay and such request is approved.
- (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 each fiscal 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-clause 28.13, 28.14 and 28.15 shall be liquidated in accordance with the provisions of this sub-clause.

## 28.11

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following his normal hours of work shall be reimbursed his expenses for one meal in the amount of six dollars (\$6.00), 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.
- (b) An employee who works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, shall be reimbursed for one additional meal in the amount of six dollars (\$6.00), 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.

## **28.12**

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.

## **28.13**

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.

## **28.14**

An employee whose services with the Council terminate for any reason, except as provided in sub-clause 28.13, shall be entitled to receive compensation for overtime earned but for which he has not received payment.

## **28.15**

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

## **28.16**

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**

### **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 : ACTING PAY**

### **30.01**

When in accordance with a written instruction from the head of the Division, Institute or Branch (or his designate), an employee performs for a temporary period of at least five (5) 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 a rate not less than one increment of his normal grade higher than the rate he was receiving immediately prior to the date he was required to perform the duties of the higher position.

### **30.02**

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

## CLAUSE 31 : SEVERANCE PAY

### Lay-Off

#### 31.01

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.

#### 31.02

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.

#### 31.03

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.

#### 31.04

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 31.03 above.

### 31.05

#### Resignation

Subject to sub-clause 31.06, 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 31.05 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.

### 31.06

#### 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 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.

### **31.07**

#### **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.

### **31.08**

#### **Release for 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) weeks 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**.

### **31.09**

Under no circumstances shall the maximum severance pay provided under clause 31 be pyramided.

### **31.10**

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 32 : PAY ADMINISTRATION**

### **32.01**

#### **Entitlement to Pay**

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

### **32.02**

#### **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.

### **32.03**

#### **Rate of Pay on Promotion**

- (a) When an employee 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.
- (b) 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.

## 32.04

### 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-clause 32.03(a).

## 32.05

### Pay increments

- (a) Except as provided in paragraphs (d) and (e) of sub-clause 32.05 an employee holding an appointment at one of the classification levels listed in Schedule 1 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 Schedule 1 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 32.05(d).

## 32.06

### 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.

## 32.07

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

## 32.08

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.

## 32.09

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 were earned.

## 32.10

Overtime pay which has been paid to an employee ~~during the period covered by the retroactive general salary revisions (Schedule 1 of this agreement), will be~~

recomputed and the difference between the amount paid on the old salary scales (27 February 1989) and the amount payable on the new salary scales (27 February 1990).

### **32.11**

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 33 : SHIFT PREMIUM**

### **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..

## **CLAUSE 34 : WEEKEND PREMIUM**

### **34.01**

- (a) Employees shall receive an additional premium of seventy-five cents (75¢) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below.
- (b) Weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

## **CLAUSE 35 : GRIEVANCE PROCEDURE**

### **35.01**

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.

### **35.02**

Subject to and **as** provided in Section 91(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 **35.05** 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.

### **35.03**

If an employee wishes to do so, he may discuss a complaint with his immediate supervisor, head of **the** Division, Institute or Branch before presenting a grievance.

### **35.04**

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.

### **35.05**

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.

### **35.06**

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.

### **35.07**

Notwithstanding the contents of sub-clause 35.06, 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 113 of the P.S.S.R. Act.

### **35.08**

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

### **35.09**

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**.

### **35.10**

**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.

### **35.11**

An employee may present a grievance to the first level of the grievance procedure in **the** manner prescribed in sub-clause **35.05**, 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.

### **35.12**

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.

### **35.13**

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.

### **35.14**

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.

### **35.15**

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.

### **35.16**

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.

### **35.17**

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 92(1) of the P.S.S.R. Act.

### **35.18**

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.

### **35.19**

When the provisions of sub-clause 35.05 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.

### **35.20**

The time limits stipulated in this procedure may be extended by mutual agreement between the Council,

the grievor, and where appropriate, the Association representative.

### **35.21**

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 35.10;
- (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.

### **35.22**

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.

### **35.23**

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.

### **35.24**

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.

### 35.25

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

### 35.26

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 36 : TRAVELLING

### 36.01

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 seven and one-half (7 1/2) hours, and
  - (ii) at the applicable overtime rate for additional travel time in excess of a seven and one-half (7 1/2) hour period of work and travel, with a maximum payment for such additional travel time not to exceed seven and one-half (7 1/2) hours' pay 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 seven and one-half (7 1/2) hours' pay at the straight-time rate.

### 36.02

Clause 36.01 shall not apply to any period in excess of the normal work day during which the employee is resident in any accommodation for which the Council or its agent absorbs the cost. However, travelling time shall include time necessarily spent at each stop-over up to a maximum of three (3) hours at each such stop-over.

### 36.03

Sub-clause 36.01 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.

### 36.04

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 36.01 shall apply.

### 36.05

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 36.01 shall not apply, and no compensation shall be payable to the employee for time he travels outside **his** normal hours of work.

## CLAUSE 37 : STANDARDS OF DISCIPLINE

### 37.01

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

- (a) oral reprimand,
- (b) written reprimand,
- (c) suspension,



(d) dismissal.

### **37.02**

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 35.

### **37.03**

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.

### **37.04**

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.

### **37.05**

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.

### **37.06**

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~~.

## **CLAUSE 38 : POSITION QUESTIONNAIRE**

### **38.01**

Upon request to the head of the Division, Institute or Branch (~~or~~ his designate) an employee shall be entitled to receive a copy of ~~the~~ most recent position questionnaire containing the duties and responsibilities of his position including the point value ~~and~~ classification level.

### **38.02**

Where upon receipt by the employee of the most recent position questionnaire for his position the ~~employee~~ believes that it does not represent his current duties ~~and~~ responsibilities, he is entitled to ~~submit~~ to the head of the Division, Institute or Branch (or his designate) a new position questionnaire setting out his duties and responsibilities as he understands them to be and to request a review of ~~such~~ duties ~~and~~ responsibilities.

### **38.03**

The employee shall be informed by the Council of the results of any such review, including any changes in the classification level and point value of his position ~~that~~ are agreed to by the Council.

## **CLAUSE 39 : STANDBY**

### **39.01**

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 sixteen dollars (\$16.00) for all such standby.

### **39.02**

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. In designating employees for standby the Council will endeavour to provide for the equitable distribution of standby duties.

### **39.03**

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

### **39.04**

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.

### **39.05**

When an employee on standby reports for work under the conditions described in sub-clause 39.04 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.

## **CLAUSE 40 : NATIONAL JOINT COUNCIL AGREEMENTS**

### **40.01**

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 maybe, as the case may be, established pursuant to any Act specified in Schedule III of the PSSRA.

### **40.02**

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 41 : DURATION OF AGREEMENT**

### **41.01**

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

## **CLAUSE 42 : AGREEMENT REOPENER**

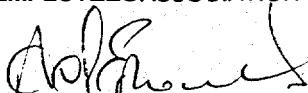
### **42.01**

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

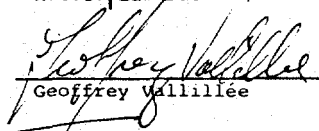
42.02

Signed at Ottawa, Ontario on this 21st day of the month of September 1990 by the Council and by the Association Officers.

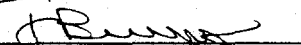
RESEARCH COUNCIL  
EMPLOYEES ASSOCIATION



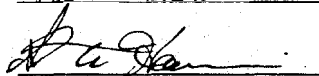
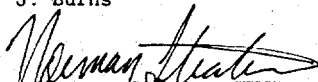
A.C.G. Edwards



Geoffrey Vallillée



J. Burns



S.A. Haines



W. Catral

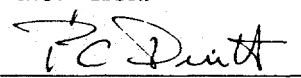
NATIONAL RESEARCH  
COUNCIL OF CANADA



R.F. Pottie



K.J. ibson



P.C. Devitt

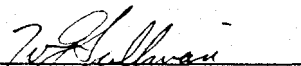


D.A. Hebner



Anita Laframboise

Anita Laframboise



W.J. Sullivan

**SCHEDULE 1****NATIONAL RESEARCH COUNCIL OF CANADA****RATES OF PAY**

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

1. Effective 27 February 1990
2. Effective 27 February 1991

**DATA CONVERSION SUB-GROUP****DA-CON-6**

From:	30203	31152	32101	33050#
1.	31562	32554	33546	34537#
2.	31878	32880	33881	34882#

**D A-CON-5**

From:	27626	28488	29355	30219#
1.	28869	29770	30676	31579#
2.	29158	30068	30983	31895#

**DA-CON-4**

From:	25172	25951	26743	27525#
1.	26305	27119	27946	28764#
2.	26568	27390	28225	29052#

**DA-CON-3**

From: 22943 23655 24365 25073#  
1. 23975 24719 25461 26201#  
2. 24215 24966 25716 26463#

**DA-CON-2**

From: 19941 20551 21163 21774 22392 23027#  
1. 20838 21476 22115 22754 23400 24063#  
2. 21046 21691 22336 22982 23634 24304#

**DA-CON-1**

From: 16090 16639 17193 17747 18303  
1. 16814 17388 17967 18546 19127  
2. 16982 17562 18147 18731 19318

**DA-CON-1 (cont'd)**

From: 18856 19402 19953\*\* 20509 21065#  
1. 19705 20275 20851\*\* 21432 22013#  
2. 19902 20478 21060\*\* 21646 22233#

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

# Annual increments may be approved up to this rate.



# SCHEDULE 1

## NATIONAL RESEARCH COUNCIL OF CANADA

### RATES OF PAY

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

1. Effective 27 February 1990
2. Effective 27 February 1991

#### DATA PRODUCTION SUBGROUP

##### DA-PRO-6

From:	36127	37267	38414	39561#
1.	37753	38944	40143	41341#
2.	38131	39333	40544	41754#

##### DA-PRO-5

From:	32318	33339	34356	35378#
1.	33772	34839	35902	36970#
2.	34110	35187	36261	37340#

##### DA-PRO-4

From:	29052	29969	30876	31792#
1.	30359	31318	32265	33223#
2.	30663	31631	32588	33555#

**DA-PRO-3**

From: 26088 26911 27733 28546#  
1. 27262 28122 28981 29831#  
2. 27535 28403 29271 30129#

**DA-PRO-2**

From: 23325 24052 24781 25501#  
1. 24375 25134 25896 26649#  
2. 24619 25385 26155 26915#

**DA-PRO-1**

From: 16028 16581 17124 17677 18234 18778 19328  
1. 16749 17327 17895 18472 19055 19623 20198  
2. 16916 17500 18074 18657 19246 19819 20400

**DA-PRO-1 (cont'd)**

From: 19871 20520\*\* 21163 21774 22392 23027#  
1. 20765 21443\*\* 22115 22754 23400 24063#  
2. 20973 21657\*\* 22336 22982 23634 24304#

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

# Annual increments may be approved up to this rate.

## SCHEDULE 1 • NOTES

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 5 and round to the nearest cent.
4. To calculate the hourly rate of pay, divide the weekly rate of pay by 37 1/2 and round to the third decimal place.
5. Except as provided in sub-clause 32.02(b), an employee shall be paid in the appropriate scale of rates set out in Schedule 1 at the rate shown immediately below his 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 Schedule 1 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  
ON BEHALF OF THE  
DATA PROCESSING GROUP  
BETWEEN  
THE NATIONAL RESEARCH COUNCIL OF CANADA  
AND  
THE RESEARCH COUNCIL EMPLOYEES ASSOCIATION**

**INTRODUCTION**

- (1) The National Research Council of Canada and the Research Council Employees' Association hereby agree that employees may work on a compressed work week schedule subject to the provisions of this Memorandum of Agreement.

**PRINCIPLES**

- (2) The implementation of compressed work week schedule will require the mutual agreement of the Council and the employeë(s) in the workplace affected.
- (3) Where there is no mutual agreement to implement a compressed work week schedule, hours of work will be scheduled in accordance with the collective agreement.
- (4) The implementation of a compressed work week schedule shall not result in any additional overtime work or additional payment by reason only of such variation in hours.
- (5) All operational requirements identified by management will be met.

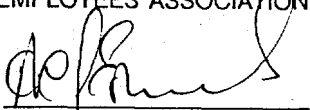
- (6) The implementation of a compressed work week **shall** not be deemed to prohibit the right of the Council to **schedule** any hours of work permitted by the **terms** of *the* **collective** agreement.
- (7) Compensation for overtime and travelling time shall only be applicable on a normal work day for hours in **excess** of ~~the~~ employee's scheduled daily hours of work. On a normal **working** day, double (2) time compensation will only apply **where** an employee has worked the same number of hours at **time** and one-half (1 1/2) that he would have worked had he not been on a compressed work week. Double (2) time compensation for work on a **second** day of rest will only apply on days that would **be** second days of rest **if** ~~the~~ employee were not on a compressed work **week**.
- (8) Where a period of vacation, sick, special (except Bereavement Leave) **or** other leave is granted, it will be granted on an hourly **basis** with the hours debited for each day of leave being the **same** **as** the hours the employee **would** normally have been scheduled to work **on** that day. For the purpose of Bereavement Leave With Pay, a "day" will be a twenty-four (24) hour period.
- (9) This Memorandum of Agreement replaces the compressed work week Memorandum **of** Agreement signed **on** January **14, 1987**.

## Duration

- (10) **This Memorandum of Agreement** may be terminated on one months notice by either party.


Signed at Ottawa, Ontario on this 21st day of the month of September 1990.

RESEARCH COUNCIL  
EMPLOYEES' ASSOCIATION



---

A.C.G. Edwards



---

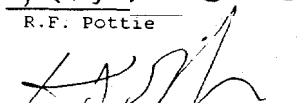
S.A. Haines

NATIONAL RESEARCH  
COUNCIL OF CANADA



---

R.F. Pottie



---

K.J. Gibson