

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

THIS 22nd DAY OF February 1991

between

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

and

The Professional Institute of the Public Service of Canada,
hereinafter known as the "Institute",
of the second part,

covering

all employees in the

RESEARCH OFFICER AND RESEARCH COUNCIL OFFICER
GRADES

A handwritten signature in black ink, appearing to be 'R. Smith', is written over the text 'RESEARCH OFFICER AND RESEARCH COUNCIL OFFICER GRADES'.

expiring

19 July 1991

TABLE OF CONTENTS

ARTICLE 1: PURPOSE AND INTENT.....	1
ARTICLE 2: STAFFING OF VACANCIES	4
ARTICLE 3: INTERPRETATION AND DEFINITIONS	4
ARTICLE 4: MANAGEMENT RIGHTS	6
ARTICLE 5: INTERPRETATION OF AGREEMENT	7
ARTICLE 6: JOINT CONSULTATION	7
ARTICLE 7: CHECK-OFF.....	8
ARTICLE 8: APPOINTMENT OF STEWARDS	10
ARTICLE 9: GRIEVANCE PROCEDURE.....	10
ARTICLE10: EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....	17
ARTICLE 11: CAREER DEVELOPMENT AND PROFESSIONAL DEVELOPMENT.....	18
ARTICLE 12: CONFERENCES AND WORKSHOPS	21
ARTICLE 13: HOURS OF WORK.....	21
ARTICLE 14: TRAVELLING TIME	24
ARTICLE15: VACATION LEAVE	27
ARTICLE16: DESIGNATED PAID HOLIDAYS	32
ARTICLE 17: LEAVE GENERAL.....	35
ARTICLE 18: SICK LEAVE	36
ARTICLE19: OTHER LEAVE WITH OR WITHOUT PAY	38
ARTICLE20: PAY	52
ARTICLE21: FLYING ALLOWANCE	54
ARTICLE22: FIELD SURVEY ALLOWANCE.....	55
ARTICLE23: SEVERANCE PAY	56
ARTICLE24: NATIONAL JOINT COUNCIL AGREEMENTS	59
ARTICLE25: CONTRACTING OUT	60
ARTICLE26: NO DISCRIMINATION	60
ARTICLE27: AGREEMENTRE-OPENER.....	60
ARTICLE28: DURATION AND RENEWAL	61
SCHEDULE1 : RATES OF PAY	63
APPENDIX A: MEMORANDUM OF AGREEMENT - "SERVICE TYPE" PROJECTS.....	65
APPENDIX B: MEMORANDUM OF AGREEMENT • NEW UNIVERSITY GRADUATES	67

APPENDIX C: FIELD SURVEY ALLOWANCE - RESEARCH
OFFICERS AN RESEARCH COUNCIL
OFFICERS.....69

APPENDIX D: MEMORANDUM OF AGREEMENT -
COMPRESSED WORK WEEK.....70

| SIDELINES IN THE MARGINS INDICATE CHANGES FROM PREVIOUS |
| AGREEMENT. |

INDEX

ARTICLE 27: AGREEMENT RE-OPENER	60
ARTICLE 8: APPOINTMENT OF STEWARDS	10
ARTICLE 11: CAREER DEVELOPMENT AND PROFESSIONAL DEVELOPMENT	18
ARTICLE 7: CHECK-OFF	8
ARTICLE 12: CONFERENCES AND WORKSHOPS	21
ARTICLE 25: CONTRACTING OUT	60
ARTICLE 16: DESIGNATED PAID HOLIDAYS	32
ARTICLE 28: DURATION AND RENEWAL	61
ARTICLE 10: EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES	17
ARTICLE 22: FIELD SURVEY ALLOWANCE	55
ARTICLE 21: FLYING ALLOWANCE	54
ARTICLE 9: GRIEVANCE PROCEDURE	10
ARTICLE 13: HOURS OF WORK	21
ARTICLE 3: INTERPRETATION AND DEFINITIONS	4
ARTICLE 5: INTERPRETATION OF AGREEMENT	7
ARTICLE 6: JOINT CONSULTATION	7
ARTICLE 17: LEAVE GENERAL	35
ARTICLE 4: MANAGEMENT RIGHTS	6
ARTICLE 24: NATIONAL JOINT COUNCIL AGREEMENTS	59
ARTICLE 26: NO DISCRIMINATION	60
ARTICLE 19: OTHER LEAVE WITH OR WITHOUT PAY	38
ARTICLE 20: PAY	52
ARTICLE 1: PURPOSE AND INTENT	1
ARTICLE 23: SEVERANCE PAY	56
ARTICLE 18: SICK LEAVE	36
ARTICLE 2: STAFFING OF VACANCIES	4
ARTICLE 14: TRAVELLING TIME	24
ARTICLE 15: VACATION LEAVE	27
SCHEDULE 1: RATES OF PAY	63
APPENDIX A: MEMORANDUM OF AGREEMENT - "SERVICE TYPE" PROJECTS	65
APPENDIX B: MEMORANDUM OF AGREEMENT - NEW UNIVERSITY GRADUATES	67

APPENDIX C: FIELD SURVEY ALLOWANCE - RESEARCH OFFICERS AN RESEARCH COUNCIL OFFICERS	69
APPENDIX D: MEMORANDUM OF AGREEMENT - COMPRESSED WORK WEEK.....	70

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ARTICLE 1: PURPOSE AND INTENT

1.01

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

1.02

Purpose

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

The parties to this Agreement share a desire to improve the quality of services rendered by employees, to maintain professional standards and to improve well-being and increase efficiency. Accordingly, the parties are determined within the framework of the law to establish and foster an effective working relationship.

1.03

Recognition

The Council recognizes the Institute as the exclusive bargaining agent for all employees in the Research Officer and Research Council Officer bargaining unit.

The Council recognizes that it is a proper function and right of the Institute to bargain with a view to arriving at a Collective Agreement, and both parties agree to bargain in good faith in accordance with the provisions of the Public Service Staff Relations Act.

1.04

Information

The Council agrees to supply each employee with a copy of the Agreement and every amendment thereto.

1.05

The Council agrees to supply the Institute each month with the name, Grade, Division and geographic location of each new employee and of each person who has ceased to be an employee.

1.06

Part-Time Employees

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Employees whose normal scheduled hours of work are less than thirty-seven and one-half (37 1/2) hours per week shall be entitled to the benefits provided under this agreement in the same proportion as their weekly hours of work compare with the normal scheduled weekly hours of work of full-time employees, except that:

- (a) such employees shall be paid at the hourly rate of pay for all hours of work performed up to seven and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week, or at the hourly rate of pay for all hours of work performed up to other daily or weekly hours of work that may be prescribed in accordance with clause 13.05, and at the applicable overtime rate of pay for all hours of work performed in excess of thirty-seven and one-half (37 1/2) hours and on a day of rest or a designated paid holiday;
- (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 apply only in a week in which the employee has worked five (5) days and a minimum of thirty-seven and one-half (37 1/2) hours;
- (d) notwithstanding the provisions of Article 23 (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 compared with the normal scheduled weekly hours of work of full-time employees. For such an employee who, on the date of the termination of his employment is a part-time employee, the weekly rate of pay referred to in Article 23 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 point two (4.2) per cent for all straight-time hours during the period of part-time employment;
- (f) when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 16.01 of this agreement, the employee shall be paid ^{8/11} ~~one~~ ^{1/2} time and one-half (1 1/2) the hourly rate of pay for all hours worked.

ARTICLE 2: STAFFING OF VACANCIES

2.01

All requirements for continuing staff in the RO/RCO group will be advertised internally.

2.02

The Council agrees that first consideration will be given to Council employees when filling staff vacancies.

2.03

A vacant position will be offered to an employee who has been given notice of lay-off if such employee is, in the opinion of the Council, qualified to perform the duties of that position.

ARTICLE 3: INTERPRETATION AND DEFINITIONS

3.01

For the purpose of this Agreement:

- (a) "bargaining unit" means all the employees of the Council classified in the Research Officer and Research Council Officer grades as described in the certificate issued by the Public Service Staff Relations Board on 30 January 1970;
- (b) "continuous employment" and "continuous service" have the same meaning as in the existing rules and regulations of the Council on the date of the signing of this Agreement;
- (c) the "Council", the "Employer" and "N.R.C." mean the National Research Council of Canada;
- (d) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);

- (e) “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;
- (f) “double time” means two (2) times the hour for hour rate of pay;
- (g) “employee” means a person who is a member of the bargaining unit;
- (h) “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;
- (i) “holiday” means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a holiday;
- (j) “hourly rate of pay” and “straight-time rate” mean the weekly rate of pay divided by thirty-seven and one-half (37 1/2);
- (k) “hour for hour” has the same meaning as “hourly rate of pay”;
- (l) “Institute” means the Professional Institute of the Public Service of Canada;
- (m) “lay-off” means termination of services of an employee because of lack of work or because of the discontinuance of a function;
- (n) “membership dues” mean the dues established pursuant to the by-laws and regulations of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and shall not include any initiation fee, insurance premium, or special levy;
- (o) “time and one-half” means one and one-half (1 1/2) times the hour for hour rate of pay;

- (p) “weekly rate of pay” means an employee’s annual rate of pay divided by 52.176; and
- (q) a “common-law spouse” relationship is said to exist when, for a continuous period of a 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.

3.03

Words importing the male gender include the female gender, unless the context otherwise requires.

ARTICLE 4: MANAGEMENT RIGHTS

4.01

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

ARTICLE 5: INTERPRETATION OF AGREEMENT

5.01

The parties agree that, in the event of a dispute arising out of the interpretation of a clause or article in this agreement, it is desirable that the parties meet within a reasonable time and seek to resolve the problem. The provisions of this article shall not prevent an employee from availing himself of the grievance procedure provided in this Agreement.

ARTICLE 6: JOINT CONSULTATION

6.01

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

6.02

The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties and shall include consultation regarding career development, workshops and conferences.

6.03

Wherever possible, the Council shall consult with representatives of the Institute at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

6.04

The Council shall advise the representatives of the Institute of any actions being taken as a result of consultation.

ARTICLE 7: CHECK-OFF

7.01

Except as provided in clause 7.04, 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 the amount equal to membership dues from the monthly pay of all employees of the bargaining unit covered by this Agreement.

7.02

The Institute shall inform the Council in writing of the authorized monthly deduction to be checked off for each employee as defined in clause 7.01.

7.03

For the purpose of applying clause 7.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any month to permit deductions, the Employer shall not be obligated to make these deductions from subsequent salary.

7.04

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 registered pursuant to the Income Tax Act, whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization and that he will make contributions to a charitable organization as defined in the Income Tax Act

equal to membership dues shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved. A copy of the affidavit will be provided to the Institute.

7.05

It is understood that the amounts deducted in accordance with clause 7.01 shall be remitted by cheque to the Institute 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.

7.06

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

7.07

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

7.08

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

ARTICLE 8: APPOINTMENT OF STEWARDS

8.01

The Council acknowledges the right of the Institute to appoint Stewards from amongst the employees. The Council and the Institute shall by mutual agreement determine the geographical area of jurisdiction of each Steward, having regard to the plan of organization and the distribution of employees at the workplace.

ARTICLE 9: GRIEVANCE PROCEDURE

9.01

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.

9.02

General Intent

The parties agree that the purpose of the procedures set out in this article is to maintain

good relations between employees and management by providing methods of resolving complaints quickly and fairly.

9.03

Informal Discussions Prior to Grievance

The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When an employee, within the time limits prescribed in clause 9.09 gives notice to a representative, as designated by the Council in accordance with clause 9.16, that he wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

9.04

Subject to and as provided in section 91, subsection 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 clause 9.20 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.

9.05

Right to Grieve

No person in the employ of the Council 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.

9.06

Right to Representation

Subject to clause 9.16 if an employee so desires he may be assisted and/or represented by a third party when presenting a grievance. An employee is not entitled to present

- (a) a grievance relating to the interpretation or application in respect of him of a provision of this collective agreement or of an arbitral award unless he has the approval of and is represented by the Institute,
- and
- (b) 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.

9.07

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

9.08

At the request of the grievor, the Institute shall have the right to consult with the person designated to reply on the Council's behalf at the

appropriate level of the grievance procedure, and the grievor, if he so desires, shall be present at such consultations. Only at the final level will the Institute be obliged to request such consultation by letter.

9.09

Time Limits

An employee may present a grievance to the first level of the grievance procedure in the manner prescribed in clause 9.20, 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.

9.10

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 clause 9.17;
- (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, the grievor's authorized representative.

9.11

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.

9.12

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.

9.13

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

Abandonment of Grievance

9.14

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.

9.15

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 the Council after consultation with the grievor's representative is of the opinion that he was unable for reasons beyond his control to comply with the prescribed time limits.

Procedure

9.16

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 the Council's 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.

9.17

The number of levels in the grievance procedure currently 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 grievor's representative.

9.18

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.

9.19

When 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 clause both the employee and the Council shall use registered mail.

9.20

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 in the grievance procedure who, shall provide the employee with a receipt stating the date on which the grievance was received by him.

9.21

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.

Decisions

9.22

When the employee is represented by the Institute in the presentation of his grievance, the Council shall provide the appropriate representative of the Institute 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.

9.23

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 the P.S.S.R. Act and Regulations.

ARTICLE 10: EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

10.01

- (a) 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 pertaining to the performance of

his duties in his current position which are placed on his personnel file.

- (b) An employee shall have the right to indicate on the appraisal or adverse report that he either agrees or disagrees with its contents.

10.02

The Council agrees not to introduce as evidence in a hearing subsequent to a disciplinary action, any document of which the employee was not aware at the time of the disciplinary action.

10.03

The Council shall permit an employee to inspect his personnel file at least once in each calendar year in the presence of a person authorized by the Council if the employee requests to do so in writing.

10.04

Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

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ARTICLE 11: CAREER DEVELOPMENT AND PROFESSIONAL DEVELOPMENT

11.01

Education Leave

- (a) An employee may be granted education leave without pay to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed

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to enable him to fill his present role more adequately, or to undertake studies in some field in order to provide a service which the Council requires or is planning to provide. The Council may curtail leave granted by this clause upon the receipt of a report of unsatisfactory progress from the institution which the employee attends during the period of education leave.

- (b) ✓ An employee on education leave under this clause shall receive allowances in lieu of salary equivalent to not less than fifty per cent (50%) of his basic salary provided that where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- (c) Any allowance already being received by the employee and not part of his basic salary shall not be used in the calculation of the education leave allowance.
- (d) Allowances already being received by the employee may, at the discretion of the Council, be continued during the period of the education leave and the employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (e) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Council for a period of not less than the period of the leave granted. If the employee, except with the permission of the Council;
 - (i) fails to complete the course,
 - (ii) does not resume employment with the Council on completion of the course,

or

(iii) ceases to be employed before termination of the period he has undertaken to serve after completion of the course,

he shall repay the Council all allowances paid to him under this clause during the education leave or such lesser sum as shall be determined by the Council.

11.02

Professional Development

- (a) The parties to this Agreement share a desire to improve professional standards by giving employees the opportunity, on occasion, to conduct research or to perform work related to their normal research programs in institutions or locations other than those of the Council. It is understood that budgetary constraints or operational requirements may limit the Council's ability to provide professional development opportunities to its employees.
- (b) An employee may apply at any time for professional development under this clause, and the Council may recommend an employee at any time for professional development.
- (c) When an employee is recommended by the Council for professional development under this clause, the Council will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (d) An employee who, with the approval of Council is granted a period of professional development, shall continue to receive his normal compensation including any increase for which he may become eligible except that an amount equal to any remuneration paid by the organization where he

is pursuing his professional development shall be deducted from his salary.

- (e) An employee who proceeds on professional development under this clause at the request of the Council shall be reimbursed for reasonable travel expenses and such other additional expenses as the Council deems appropriate. An employee who proceeds on professional development under any other circumstances may be reimbursed for reasonable travel expenses and such other additional expenses as the Council deems appropriate.

ARTICLE 12: CONFERENCES AND WORKSHOPS

12.01

The parties to this Agreement recognize that attendance at scientific conferences, workshops and other gatherings of a similar nature constitutes an integral part of the scientists research activities and that attendance and participation in such gatherings is recognized as an element in the conduct of scientific research. An employee will be given as much notice as is practicable of approval or disapproval of a request for attendance at such gatherings.

ARTICLE 13: HOURS OF WORK

13.01

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The parties to this agreement recognize that the Council's established policy is to operate its laboratories in a flexible and adaptable manner consistent with a research environment. The parties will attempt to maintain a research environment which permits each employee to arrange his working hours to meet the needs of individual research programs.

13.02

Subject to leave provisions, employees who arrange their working hours pursuant to Clause 13.01 are required to work nineteen hundred and fifty (1950) hours in each calendar year.

13.03

Except for an employee in receipt of a Field Survey Allowance under Article 22 or an employee compensated under clause 13.07, an employee who is required by the Council to work on his day of rest or on a designated holiday, at other than his Council workplace, shall be compensated on the basis of one and one-half (1 1/2) hours' pay for each hour worked on the understanding that he will also receive his normal pay on a designated holiday. Compensation will be in the form of cash except that on request of the employee and at the discretion of the Council, compensation may be taken in the form of leave.

13.04

When an employee who arranges his hours of work under clause 13.01 is called back to work by the Council at any time outside his normal working hours, such hours involved will form part of the nineteen hundred and fifty (1950) hours as stated in clause 13.02.

13.05

Where operational requirements do not permit the arrangement of work by an employee, the Council shall schedule the employee's regular hours of work.

13.06

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Subject to clause 13.01 and operational requirements, the normal work week shall be thirty-seven and one-half (37 1/2) hours, the normal daily hours shall be seven and one-half (7 1/2) hours and an employee shall be granted two (2) consecutive days of rest during each seven (7) day period.

13.07

An employee whose hours of work are scheduled in accordance with clause 13.05, is entitled to overtime compensation for work performed outside of his scheduled hours on the following basis:

- (a) on a normal work day, at one and one-half (1 1/2) times his hourly rate of pay for each hour worked in excess of seven and one-half (7 1/2) hours per day;
- (b) on a first day of rest, at one and one-half (1 1/2) times his hourly rate of pay for each hour worked;
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0/0 (c) on a second or subsequent day of rest, at two (2) times his hourly rate of pay for each hour worked.

13.08

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At the discretion of the employee, compensation earned under clause 13.07 may be taken in the form of compensatory leave at the appropriate overtime rate. Compensatory leave credits earned but not granted by the end of September 30 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.

13.09

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. 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.

13.10

Overtime

An employee will claim overtime in the month following the month in which the overtime was worked, or as soon as practicable thereafter.

13.11

Employees will submit weekly attendance registers in the form prescribed by the Council.

ARTICLE 14: TRAVELLING TIME

14.01

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

14.02

When an employee is required to travel outside his headquarters area on Council business, as these expressions are defined by the Council, the time of departure and the means of such travel shall be determined by the Council and the employee will be compensated for travel time in accordance with clauses 14.03 and 14.04. Travelling time shall include time necessarily

spent at each stop-over en route up to a maximum of three (3) hours provided that such stop-over does not include an overnight stay.

14.03

For the purposes of clauses 14.02 and 14.04, the travelling time for which an employee shall be compensated is as follows:

- (a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Council;
- (b) for travel by private means of transportation, the normal time as determined by the Council, to proceed from the employee's place of residence or work place, as applicable, direct to his destination and, upon his return, direct back to his residence or work place;
- (c) in the event that an alternative time of departure and/or means of travel is requested by the employee, the Council may authorize such alternative arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the Council's original determination;
- (d) when an employee travels through more than one (1) time zone, computation will be made as if he had remained in the time zone of the point of origin for continuous travel and in the time zone of each point of overnight stay after the first day of travel.

14.04

If an employee is required to travel as set forth in clauses 14.02 and 14.03:

- (a) On a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day.
- (b) On a normal working day on which he travels and works, the employee shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding eight (8) hours,

and
 - (ii) at the applicable overtime rate for additional travel time in excess of an eight (8) hour period of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the straight-time rate in any day.
- (c) On a day of rest or *on* a designated holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of eight (8) hours' pay at the straight-time rate.

14.05

At the discretion of the employee, compensation earned under this Article may be taken in the form of compensatory leave at the applicable premium rate. Compensatory leave credits earned but not granted by the end of September 30 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.

14.06

All calculations for travelling time shall be based on each completed half (1/2) hour.

14.07

Compensation shall not be granted for travelling time to courses, training sessions, conferences or seminars to which an employee is sent for the purpose of career development, unless his attendance is authorized in advance by the Council.

ARTICLE 15: VACATION LEAVE

15.01

For the purposes of this Article only, subject to clause 15.03, all service within the Public Service, as defined in the Public Service Staff Relations Act, whether continuous or discontinuous, shall count toward vacation leave earnings except where a person who on leaving the Public Service takes or has taken severance pay, retiring leave or a cash gratuity in lieu of retiring leave. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one year following the date of lay-off.

15.02

Accumulation of Vacation Leave

Subject to clause 15.03 an employee shall earn in respect of each fiscal year, annual vacation leave with pay for each calendar month in which he receives at least ten (10) days' pay at the following rates:

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- (a) one and one-quarter (1 1/4) days per month until the month in which the anniversary of his eight (8th) year of service occurs;

- (b) one and two-thirds (1 2/3) days per month from the month in which his eight (8th) year of service occurs;
- (c) two and one-twelfth (2 1/12) days per month from the month in which his nineteenth (19th) year of service occurs;
- (d) two and one-half (2 1/2) days per month from the month in which his thirtieth (30th) year of service occurs;
- (e) notwithstanding sub-clauses (a) and (b) above, an employee classified as a Principal Research Officer, Senior Research Officer, Research Council Officer 4 or 5 shall earn vacation leave at the rate of one and two-thirds (1 2/3) days per month until the month in which the anniversary of his nineteenth (19th) year of service occurs;

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15.03

Furlough Leave

- (a) An employee is entitled to receive furlough leave provided that,
 - (i) he has completed twenty (20) years of continuous employment in the Public Service, and
 - (ii) his latest period of continuous employment in the Public Service began not later than April 1, 1962, and
 - (iii) he was not previously granted the maximum amount of furlough leave.
- (b) The maximum entitlement to furlough leave with pay is five (5) weeks.
- (c) An employee who has received or is entitled to receive furlough leave, shall have his vacation leave entitlement between the completion of his twentieth (20th) and the completion of his

twenty-fifth (25th) years of continuous employment abated by five (5) working days per year in each of those years.

15.04

Leave provisions of clause 15.02 which are in excess of three (3) weeks per fiscal year shall be granted on a pro rata basis during the fiscal year in which the employee completes the required years of continuous employment.

15.05

Any employee who, before the coming into force of this Collective Agreement, had a period of prior service which was accepted by the National Research Council of Canada at the time of his appointment as qualifying for "continuous service" in the Public Service for leave purposes, shall continue to have such service recognized as qualifying for "continuous service" in the Public Service provided such a person was employed at the National Research Council of Canada immediately before the coming into force of this Collective Agreement.

15.06

Granting of Vacation Leave

During the first six (6) calendar months of employment, an employee is entitled to vacation leave up to the amount of earned credits.

15.07

After the first six (6) calendar months of employment, an employee is entitled to vacation leave in excess of the earned credits but only to the extent of credits that could accumulate to the end of the fiscal year.

15.08

Both parties agree that the present practice of granting vacation leave shall continue for the duration of this Agreement.

15.09

Substitution of Vacation Leave

Where, 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 on production of a medical certificate,

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

15.10

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.

15.11

The employee shall not be considered as being on vacation leave for any period for which he is to be reimbursed for reasonable expenses incurred by him under clause 15.10.

15.12

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 liquidated in cash at the employee's daily rate of pay at the last day of the vacation year.

15.13

Leave when Employment Terminates

Subject to clauses 15.14 and 15.15, 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 unused furlough leave, be paid an amount equal to the product obtained by multiplying the number of days of such earned but unused leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment.

15.14

Vacation Leave Credits for Severance Pay

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.

15.15

Abandonment

An employee whose employment is terminated by reason of abandonment of his position is entitled to receive the payment referred to in clause 15.13 above if he so requests it in writing within six (6) months following the date upon which his employment is terminated.

15.16

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.

ARTICLE 16: DESIGNATED HOLIDAYS

16.01

Subject to clause 16.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the 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.

16.02

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

16.03

Holiday Falling on a Day of Rest

When a day, except Boxing Day, designated as a holiday under clause 16.01 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.

16.04

When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 16.03;

- (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.

16.05

Remuneration for Work on a Designated Paid 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 (1 1/2) for all hours worked;
- 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 (1 1/2) for all hours worked, in accordance with the provisions of sub- clause 16.05(a).

The day of leave with pay at a later date earned under sub-clause 16.05(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 under the provisions of sub-clause 16.05(b)(i) at times which are mutually acceptable to the employee and to the Council.

(iii) Leave credits earned but not granted by the end of September 30 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 leave credit so liquidated.

16.06

Holiday Coinciding with a Day of Paid Leave

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

16.07

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

| ARTICLE 17: LEAVE - GENERAL |

17.01

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

17.02

The amount of vacation leave and sick 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 by the employee.

17.03

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.

17.04

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

17.05

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ARTICLE 18: SICK LEAVE

18.01

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.

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18.02

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.

18.03

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 18.02(a):

- (a) if the period of leave requested does not exceed five (5) 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.

18.04

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.

18.05

Advance of Credits

When an employee has insufficient credits to cover granting of sick leave with pay under the provisions of clause 18.02, sick leave with pay may, at the discretion of the Council, be granted

- (a) for a period of up to twenty-five (25) days if he is awaiting a decision on an application for injury-on-duty leave, or
- (b) for periods of up to fifteen (15) 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 the advance leave shall be recovered by the Council by other means.

18.06

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.

18.07

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 and his compensatory leave credits shall be restored to the extent of any concurrent sick leave granted.

ARTICLE 19: OTHER LEAVE WITH OR WITHOUT PAY

19.01

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

19.02

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Bereavement Leave

For the purpose of this 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 bereavement leave with pay up to a maximum of one (1) day in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild.
- (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 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 19.02 (a) and 19.02 (c).
- (f) The Council may require an employee to submit a relevant death certificate in respect of a request for bereavement leave.

19.03

Court Leave

With the exception of an employee under suspension or on leave of absence without pay, leave of absence with pay will be given to every employee who is required:

- (a) to be available for jury selection;
- (b) to serve on a jury; or
- (c) by subpoena or summons to attend as a witness in any proceeding held
 - (i) in or under the authority of a court of justice or before a grand jury of Canada;
 - (ii) before a court, judge, justice, magistrate or coroner of Canada;
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of his position;

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- (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.

19.04

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 Workers' Compensation Board that he is unable to perform his duties because of

- (a) personal injury accidentally received in the performance of his duties and not caused by the employee's willful misconduct,
- (b) sickness resulting from the nature of his employment, or
- (c) exposure to 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 Workers' 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.

36

19.05

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.

19.06

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 clause 19.07(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.

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(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 article. For purposes of this clause, illness or injury as defined in the Sick Leave article shall include medical disability related to pregnancy.

(d) An employee shall inform the Council in writing of her plans for taking leave with and without pay to cover her absence from work due to her pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence

during which termination of pregnancy is expected to occur.

- (e) Leave granted under this clause shall be counted for the calculation of "continuous employment" or "service", as applicable, for the purpose of calculating severance pay and vacation leave. The period of maternity leave shall count for pay increment purposes.
- (f) After completion of six (6) months' continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides the Council with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to section 18, Unemployment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplemental Unemployment Benefit Plan.
- (g) An applicant under clause 19.06 (f) shall sign an agreement with the Council providing:
 - (i) that she will return to work and work for a period of at least six (6) months less any period in respect of which she is granted leave with pay;
 - (ii) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Council's consent.
- (h) Should the employee fail to return to work as per the provisions of clause 19.06 (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;

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and/or

(ii) up to a maximum of fifteen (15) additional 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 (93%) of her weekly rate of pay.

(j) (i) For a full time employee, the weekly rate of pay referred to in clause 19.06 (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 clause 19.06(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 clause 19.06(i) (i) and (ii) shall be adjusted accordingly.

19.07

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 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 clause shall be counted for the calculation of "continuous employment" or "service", as applicable, for the purpose of calculating severance pay and vacation leave. The period of paternity leave shall count for pay increment purposes.

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19.08

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 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.

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(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 clause shall be counted for the calculation of "continuous employment" or "service", as applicable, for the purpose of calculating severance pay and vacation leave. The period of adoption leave shall count for pay increment purposes.

19.09

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

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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 clause shall be for a minimum period of six (6) months;
- (c) the total leave granted under this 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" or "service" as applicable for the purposes of calculating severance pay and vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

19.10

Leave Without Pay for Personal Needs

Without restricting clause 19.14 and 19.15 leave without pay will be granted for personal needs, as follows:

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (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 personal needs;
- (c) under each of (a) and (b) of this clause, an employee is entitled to Leave Without Pay for Personal needs only once during his total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Council;

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- (d) the period of leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" or "service", as applicable, for the purpose of calculating severance pay and vacation leave, and shall not be counted for pay increment purposes.

19.11

Leave Without Pay To Accompany Spouse

- (a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- (b) Except where the period of such leave is less than three (3) months, the period of leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" or "service", as applicable, 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.

19.12

Leave With Pay for Family Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse, (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including 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) an employee is expected to make every 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.

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19.13

Examination Leave

Leave of absence with pay to write examinations may be granted by the Council to an employee who is not on educational leave. Such leave will be granted only where in the opinion of the Council the course of study is directly related to the employee's duties or will improve his qualifications.

19.14

Other Leave with Pay

This 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;

- (d) at the Council's discretion, special leave with pay may be granted if required to enable an employee to attend to urgent business arising from a serious domestic contingency or difficulty.

19.15

Leave Without Pay .

At its discretion, the Council may grant leave without pay for any purpose, including enrollment in the Canadian Armed Forces and election to a full-time municipal office.

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ARTICLE 20: PAY

20.01

Except as provided in this Article, and in Schedule 1, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

20.02

Subject to 20.04, an employee shall be paid on the rates of pay specified in Schedule 1.

20.03

- (a) The rates of pay set forth in Schedule 1 shall become effective on the date specified therein.
- (b) 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 clauses (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 Clause (b) (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 pursuant to clause 20.03(b) for one dollar or less.

20.04

- (a) The Council may, on 1 January of each year, establish recruitment rates for new University graduates.
- (b) An employee who is initially appointed to the staff of the Council at a University recruitment rate and who is notified in his letter of appointment that he will not receive the negotiated increase subsequent to his appointment, shall be assigned a step (which may be changed by an increment or promotion) in the appropriate salary range and shall continue

to be paid at the University recruitment rate until the salary rate for his assigned step is greater than the University recruitment rate at which time his salary will be revised to coincide with his assigned step.

20.05

When an employee is promoted into a higher grade he shall be paid at the rate in the salary scale of the higher grade which gives him a salary increase not less than the minimum increase in the scale of rates of the grade into which he is promoted by the Council.

20.06

An employee who is appointed to the staff of the Council under the Research Associateship Program shall be paid in the rates of pay in Schedule 1 of this Agreement.

20.07

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In recognition of exceptional merit the Council may pay employees at a rate or rates in excess of the maximum set forth in Schedule 1 for Principal Research Officers and Research Council Officers 5.

ARTICLE 21: FLYING ALLOWANCE

21.01

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- (a) An employee, who in the performance of his duties is required to work in experimental aircraft whilst in flight, shall receive an allowance of one hundred dollars (\$100.00) per month provided that he completes not less than fifteen (15) hours in the performance of such duties during any period of three (3) consecutive months.

- (b) An employee who performs flight crew duties that qualify for a responsibility allowance shall apply all his flight crew duty hours to either the responsibility allowance or to the flying allowance described in this Article.
- (c) For the purposes of this article an experimental aircraft is defined as an aircraft for which the Ministry of Transport has issued a flight permit valid for the purpose of experimental research under the authority of the National Research Council only.

ARTICLE 22: FIELD SURVEY ALLOWANCE

22.01

An employee who meets the conditions set forth below, shall be paid a field survey allowance of three hundred and fifty dollars (\$350.00) for each thirty (30) calendar day period, provided that

- (a) he completes a minimum of thirty (30) calendar days on field survey work in a consecutive three hundred and sixty-five (365) day period;
- (b) the minimum number of days referred to in (a) is made up of periods of not less than five (5) consecutive calendar days.

22.02

Subject to 22.01 (a) and (b) above, an employee shall be paid on a pro rata basis for periods of field survey work of less than thirty (30) calendar days.

22.03

The allowance shall not apply to employees receiving Isolated Posts Allowance, or any other special allowances for hardship or isolation.

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ARTICLE 23: SEVERANCE PAY

23.01

For the purpose of determining the amount of severance pay to which an employee is entitled under this Article his years of continuous service shall be reduced by any period of continuous service 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. Under no circumstances shall the maximum severance pay provided under Article 23 be pyramided.

23.02

Lay-off

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

23.03

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

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23.04

Subject to clause 23.01, 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.

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23.05

Subject to clause 23.01, 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 under 23.04 above.

23.06

Subject to clauses 23.01 and 23.07, 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 effective date of resignation by the number of completed years of his continuous service to a maximum of twenty-six (26), except that clause 23.06 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.

23.07

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Retirement

Subject to clause 23.01, on termination of employment,:

(a) 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 having attained the age of sixty-five (65),

or

(b) a part-time employee, who regularly works more than twelve and one-half (12 1/2) but less than

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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, or having attained the age of sixty-five (65),

shall be paid a severance payment in respect of the employee's complete period of continuous service, comprised of one (1) week's pay for each complete year of continuous service and, in the case of a partial year of continuous service, one (1) week's pay multiplied by the number of days of continuous service divided by 365, to a maximum of thirty (30) weeks' pay. ✓

23.08

Death

Subject to clause 23.01, 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 service, comprised of (1) week's pay for each complete year of continuous service and, in the case of a partial year of continuous service, one (1) week's pay multiplied by the number of days of continuous service divided by 365, to a maximum of thirty (30) weeks' pay.

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23.09

Release for Incapacity

Subject to clause 23.01 when an employee is released for incapacity, the amount of severance pay shall be one (1) week's pay for each complete year of continuous service with a maximum benefit of twenty-eight (28) weeks' pay.

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23.10

Initial Term Appointment

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Subject to clause 23.01, on rejection during the initial term appointment, when an employee appointed to the continuing staff of NRC has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during the initial term appointment, he shall be paid one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks.

23.11

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

ARTICLE 24: NATIONAL JOINT COUNCIL AGREEMENTS

24.01

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Subject to Section 1.3 of Appendix "A" of the National Joint Council By-Laws, agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, will form part of this collective agreement, subject to the Public Service Staff Relations Act (PSSRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Schedule III of the PSSRA.

24.02

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.

ARTICLE 25: CONTRACTING OUT

25.01

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

ARTICLE 26: NO DISCRIMINATION

26.01

There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation or membership in the Union.

ARTICLE 27: AGREEMENT RE-OPENER

27.01

This Agreement may be amended by mutual consent. If either party wishes to amend or vary

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this Agreement, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one (1) calendar month after receipt of such notice.

ARTICLE 28: DURATION AND RENEWAL

28.01

The duration of this collective agreement shall be from the date it is signed to 19 July 1991 and unless otherwise expressly stipulated the provisions of this Agreement shall become effective on the date it is signed.

28.02

Signed at Ottawa, Ontario on this 22nd day of
the month of February 1991.

PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA

NATIONAL RESEARCH
COUNCIL OF CANADA

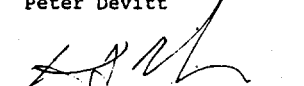

Camel Kasper


R.F. Pottie


Steven Hindle



Peter Devitt


L.-P. Hébert

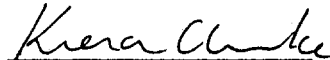

K.J. Gibson


D. Ebeltoft

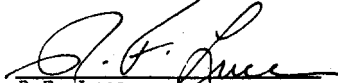

Bryan Andrew



M. Khalid


Anita Laframboise


Kieran Clarke


W.C. Sullivan


R.F. Luce


J.G. Martel

NATIONAL RESEARCH COUNCIL OF CANADA

SCHEDULE 1

RATES OF PAY

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

1. Effective 13 June 1990

JRO/RCO-1

From:	26639	27652	28667	31306	30693	31707	32722
1.	28099	29167	30238	306	32375	33445	34515

ask

AsRO/RCO-2

From:	36233	38403	40577 / 42747	44919 / 47090	49263
1.	38219	40507	42801 / 45090	47381 / 49671	51963

AcRO/RCO-3

From:	50991	52512 / 54033	55553 / 57073	58593 / 60114	// 62212 // 63963
1.	53785	55390 / 56994	58597 / 60201	61804 / 63408	// 65621 // 67468

SCHEDULE 1

SRO/RCO-4

From: 62212 / 63963 | 65716 / 67470 | 69221 // 70972 / 72726 / 74477

1. 65621 | 67468 / 69317 | 71167 / 73014 // 74861 / 76711 | 78558

PRO/RCO-5

From: 76345 / 78213 // 80079 / 81947

1. 80529 / 82499 // 84467 / 86438

For the class Junior Research Officer/Research Council 1, semi-annual increments may be approved in the regular manner for competent research engineers and scientists.

The bar (/) between pay steps in a grade indicates the requirement for promotional action, when warranted.

Appendix A

MEMORANDUM OF AGREEMENT
RE: RESEARCH OFFICER AND RESEARCH COUNCIL OFFICER COLLECTIVE
AGREEMENT
BETWEEN
NATIONAL RESEARCH COUNCIL OF CANADA
AND
PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

RE: "SERVICE TYPE" PROJECTS

Except as provided in clause 13.07, when the Director concerned or his designate requires an employee to work overtime, either in connection with "service type" projects undertaken on a contract basis at the request of industrial firms or government agencies, or to provide essential internal support services required for such outside contract purposes, the Council agrees to reimbursement on a time and one-half basis, determined to the nearest quarter (1/4) hour of overtime worked.

Such reimbursement will be made on the basis of payment by cheque, or as compensatory leave credits in lieu thereof, at the discretion of the employee.

Payments by cheque, if any, will be issued as soon as practical after the first day of the month following the month in which the overtime was worked.

The hourly rate at time and one-half is calculated as follows:

$$\frac{\text{employee's annual salary}}{52.176 \times 37 \frac{1}{2}} \times \frac{3}{2}$$

Signed at Ottawa, this 22nd day of the month
o f February 1991.

DURATION

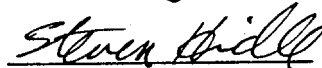
This Memorandum of Agreement shall have the
same duration as the Collective Agreement
signed on 22 February 1991 covering
employees in the Research Officer and Research
Council Officer grades.

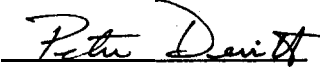
**PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA**

**NATIONAL RESEARCH
COUNCIL OF CANADA**


Carmel Kasper


R.F. Pottie


Steven Hindle


Peter Devitt

Appendix B

MEMORANDUM OF AGREEMENT
RE: RESEARCH OFFICER AND RESEARCH COUNCIL OFFICER
COLLECTIVE AGREEMENT
BETWEEN
NATIONAL RESEARCH COUNCIL OF CANADA
AND
PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

RE: NEW UNIVERSITY GRADUATES

For the purpose of administering clause 20.04 of the collective agreement covering the NRC Research Officers and Research Council Officers Group signed on 22 February 1991, the parties agree that new university graduates will be assigned the following salary steps:

Graduate's Highest Degree	Assigned Steps
B.Sc.	minimum step in JRO/RCO 1
B Eng.	third step in JRO/RCO 1
M.Sc.	third step in JRO/RCO 1
M. Eng.	sixth step in JRO/RCO 1
Ph.D.	minimum step in AsRO/RCO 2

A university graduate who has up to two years of relevant experience in addition to his university degree shall be assigned an additional step for each half year of relevant experience if he is appointed to the staff of the Council in the JRO/RCO 1 grades and an additional step for each year of relevant experience if he is

appointed to the staff of the Council in the AsRO/RCO 2 grades.

A university graduate with more than two years of relevant experience will not be subject to the provisions of clause 20.04 but will be appointed at a step which bears an appropriate relationship to his qualifications and experience.

Signed at Ottawa, this 22nd day of the month of February 1991.


DURATION

This Memorandum of Agreement shall have the same duration as the Collective Agreement signed on 22 February 1991 covering employees in the Research Officer and Research Council Officer grades.

PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA

NATIONAL RESEARCH
COUNCIL OF CANADA


Carmel Kasper


R.F. Pottie


Steven Hindle


Peter Devitt


Mr. R. Luce
The Professional Institute of the
Public Service of Canada
53 Auriga Drive
Nepean, Ontario
K2E 8C3

Dear Mr. Luce:

Re: Field Survey Allowance - Research Officers and
Research Council Officers

This letter will serve to confirm the understanding reached during the negotiations that for the purpose of administering Article 22, work aboard ships shall be deemed to be field work and an employee shall be eligible to earn a field survey allowance in accordance with the conditions set out in Article 22.

Yours sincerely,


W.J. Sullivan

Appendix D

MEMORANDUM OF AGREEMENT
ON BEHALF OF THE
RESEARCH OFFICER AND RESEARCH COUNCIL OFFICER GROUP
BETWEEN
THE NATIONAL RESEARCH COUNCIL OF CANADA
AND
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

INTRODUCTION

- (1) **The National Research Council of Canada and the Professional Institute of the Public Service of Canada 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 a compressed work week schedule will require the mutual agreement of the Council and the employee(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 applicable 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 applicable collective agreement.

- (7) Where a period of vacation, sick or other leave (except Bereavement 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.

DURATION

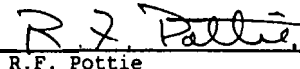
- (8) This Memorandum of Agreement may be terminated on one month's notice by either party.

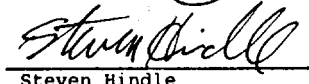
Signed at Ottawa, this 22nd day of the month
o f February 1991.

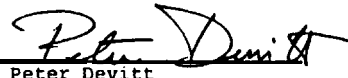
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