

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

THIS 20<sup>th</sup> DAY OF SEPTEMBER 2000

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 «***Professional Institute***»,  
of the second part,

covering

all employees in the

**RESEARCH OFFICER AND RESEARCH COUNCIL OFFICER  
GROUPS**

expiring

19 July 2002

## TABLE OF CONTENTS

ARTICLE 1:	PURPOSE AND INTENT .....	1
ARTICLE 2:	STAFFING OF VACANCIES .....	3
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 .....	9
ARTICLE 9:	GRIEVANCE PROCEDURE .....	10
ARTICLE 10:	EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES .....	16
ARTICLE 11:	CAREER DEVELOPMENT AND PROFESSIONAL DEVELOPMENT .....	17
ARTICLE 12:	CONFERENCES AND WORKSHOPS .....	20
ARTICLE 13:	HOURS OF WORK .....	21
ARTICLE 14:	TRAVELLING TIME .....	24
ARTICLE 15:	VACATION LEAVE .....	26
ARTICLE 16:	DESIGNATED HOLIDAYS .....	32
ARTICLE 17:	LEAVE GENERAL .....	35
ARTICLE 18:	SICK LEAVE .....	35
ARTICLE 19:	RELIGIOUS OBSERVANCE .....	38
ARTICLE 20:	OTHER LEAVE WITH OR WITHOUT PAY..	39
ARTICLE 21:	PAY .....	62
ARTICLE 22:	FLYING ALLOWANCE .....	64
ARTICLE 23:	FIELD SURVEY ALLOWANCE .....	65
ARTICLE 24:	SEVERANCE PAY .....	66
ARTICLE 25:	NATIONAL JOINT COUNCIL AGREEMENTS .....	69
ARTICLE 26:	CONTRACTING OUT .....	70
ARTICLE 27:	NO DISCRIMINATION .....	70
ARTICLE 28:	DUTY ABOARD VESSELS .....	71
ARTICLE 29:	INFORMATION .....	72
ARTICLE 30:	MARRIAGE LEAVE WITH PAY .....	73
ARTICLE 31:	SEXUAL HARASSMENT .....	73
ARTICLE 32:	RESTRICTION ON OUTSIDE EMPLOYMENT .....	74
ARTICLE 33:	PILOT RESPONSIBILITY ALLOWANCE .....	74
ARTICLE 34:	AGREEMENT RE-OPENER .....	75
ARTICLE 35:	DURATION AND RENEWAL .....	75

SCHEDULE 1: RATES OF PAY .....	77
APPENDIX A: MEMORANDUM OF AGREEMENT - «FEE FOR SERVICE WORK».....a.....	78
APPENDIX B: MEMORANDUM OF AGREEMENT – NEW UNIVERSITY GRADUATES .....	80
APPENDIX C: FIELD SURVEY ALLOWANCE .....	82
APPENDIX D: MEMORANDUM OF AGREEMENT – COMPRESSED WORK WEEK .....	83
APPENDIX E: MEMORANDUM OF AGREEMENT – TERMINABLE ALLOWANCE .....	85

Sidelines in the margins indicate changes from previous agreement.

## INDEX

ARTICLE	34:	AGREEMENT RE-OPENER .....	75
ARTICLE	8:	APPOINTMENT OF STEWARDS .....	9
ARTICLE	11:	CAREER DEVELOPMENT AND PROFESSIONAL DEVELOPMENT .....	17
ARTICLE	7:	CHECK-OFF .....	8
ARTICLE	12:	CONFERENCES AND WORKSHOPS .....	20
ARTICLE	26:	CONTRACTING OUT .....	70
ARTICLE	16:	DESIGNATED HOLIDAYS .....	32
ARTICLE	35:	DURATION AND RENEWAL .....	75
ARTICLE	28:	DUTY ABOARD VESSELS .....	71
ARTICLE	10:	EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES .....	16
ARTICLE	23:	FIELD SURVEY ALLOWANCE .....	65
APPENDIX	C:	FIELD SURVEY ALLOWANCE .....	82
ARTICLE	22:	FLYING ALLOWANCE .....	64
ARTICLE	9:	GRIEVANCE PROCEDURE .....	10
ARTICLE	13:	HOURS OF WORK .....	21
ARTICLE	29:	INFORMATION .....	72
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	30:	MARRIAGE LEAVE WITH PAY .....	73
APPENDIX	B:	MEMORANDUM OF AGREEMENT – NEW UNIVERSITY GRADUATES .....	80
APPENDIX	A:	MEMORANDUM OF AGREEMENT - «FEE FOR SERVICE WORK» .....	78
APPENDIX	D:	MEMORANDUM OF AGREEMENT – COMPRESSED WORK WEEK .....	83
APPENDIX	E:	MEMORANDUM OF AGREEMENT – TERMINABLE ALLOWANCE .....	85
ARTICLE	25:	NATIONAL JOINT COUNCIL AGREEMENTS .....	69
ARTICLE	27:	NO DISCRIMINATION .....	70
ARTICLE	20:	OTHER LEAVE WITH OR WITHOUT PAY..	39
ARTICLE	21:	PAY .....	62
ARTICLE	33:	PILOT RESPONSIBILITY ALLOWANCE ....	74
ARTICLE	1:	PURPOSE AND INTENT .....	1

SCHEDULE	1:	RATES OF PAY .....	77
ARTICLE	19:	RELIGIOUS OBSERVANCE .....	38
ARTICLE	32:	RESTRICTION ON OUTSIDE EMPLOYMENT .....	74
ARTICLE	24:	SEVERANCE PAY .....	66
ARTICLE	31:	SEXUAL HARASSMENT .....	73
ARTICLE	18:	SICK LEAVE .....	35
ARTICLE	2:	STAFFING OF VACANCIES .....	3
ARTICLE	14:	TRAVELLING TIME .....	24
ARTICLE	15:	VACATION LEAVE .....	26

Sidelines in the margins indicate changes from previous agreement.

## **ARTICLE 1 - PURPOSE AND INTENT**

### **1.01**

The provisions of this Agreement apply to the Professional 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 Professional 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 Professional 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 Professional 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 Professional Institute each month with the name, group and level, institute/branch, and geographic location of each new employee and of each person who has ceased to be an employee.

**1.06**

**Part-Time Employees**

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 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 groups as described in the certificate issued by the Public Service Staff Relations Board on 30 January 1970;
- (b) a «*common-law spouse*» relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, 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.
- (c) «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;
- (d) the «Council», the «Employer» and «NRC» mean the National Research Council of Canada;
- (e) «daily rate of pay» means an employee's weekly rate of pay divided by five (5);

- (f) «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/her position other than by reason of being on leave of absence;
- (g) «double time» means two (2) times the hour for hour rate of pay;
- (h) «employee» means a person who is a member of the bargaining unit;
- (i) «(headquarters area)» has the same meaning as given to the expression in the NRC Travel Policy as may be amended from time to time;
- (j) «holiday» means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a holiday;
- (k) «hour for hour» has the same meaning as «hourly rate of pay»;
- (l) «hourly rate of pay» and «straight-time rate» mean the weekly rate of pay divided by thirty- seven and one-half (37 1/2);
- (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 Professional Institute as the dues payable by its members as a consequence of their membership in the Professional Institute, and shall not include any initiation fee, insurance premium, or special levy;

- (o) «Professional Institute» means the Professional Institute of the Public Service of Canada;
- (p) «*spouse*» shall be deemed to include common-law spouse as defined in this article;
- (q) «time and one-half,, means one and one-half (1 1/2) times the hour for hour rate of pay and
- (r) «weekly rate of pay» means an employee's annual rate of pay divided by 52.176.

**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 Professional 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 employees from availing themselves 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 Professional 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 Professional 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 Department of Public Works and Government 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 Professional 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 the employee declares in an affidavit filed with the Council that the employee is a member of a religious **organization** registered pursuant to the Income Tax Act, whose doctrine prevents him/her as a matter of conscience from making financial contributions to an employee **organization** and that the employee 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 Professional Institute.

**7.05**

It is understood that the amounts deducted in accordance with clause 7.01 shall be remitted by cheque to the Professional Institute by the Department of Public Works and Government Services within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying individual employees and the deductions made on their 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 Department of Public Works and Government 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 Professional 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 Professional 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 Professional Institute to appoint Stewards from amongst the employees. The Council and the Professional 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 the employee 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(1), of the PSSRA, any employee who feels aggrieved by the interpretation or application in respect of the employee 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 the employee's 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 the 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 a grievance or refrain from exercising the right to present a grievance, as provided in this Agreement.

**9.06**

**Right to Representation**

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

- (a) present a grievance relating to the interpretation or application in respect of the employee of a provision of this collective agreement or of an arbitral award unless the employee has the approval of and is represented by the Professional 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 PSSRA.

**9.07**

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

**9.08**

At the request of the grievor, the Professional 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 desired, shall be present at such consultations. Only at the final level will the Professional 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 the employee is notified orally or in writing or on which the employee 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 Professional Institute representative.

**9.14**

**Abandonment of Grievance**

An employee may abandon a 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 a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless the Council after consultation with the grievor's representative is of the opinion that the employee was unable for reasons beyond the employee's control to comply with the prescribed time limits.

**9.16**

**Procedure**

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 Institute/Branch 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 the employee, within ten (10) days after that decision or settlement has been conveyed in writing to the employee 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 the 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.

**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.

**9.22**

**Decisions**

When the employee is represented by the Professional Institute in the presentation of a grievance, the Council shall provide the appropriate representative of the Professional 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 the employee of a provision of this Agreement or a related arbitral award, or
- (b) disciplinary action resulting in discharge, suspension or a financial penalty,

and the grievance has not been dealt with to the employee's satisfaction, the employee may refer the grievance to adjudication in accordance with the provisions of the PSSRA and Regulations.

**ARTICLE 10 - EMPLOYEE PERFORMANCE REVIEW AND  
EMPLOYEE FILES**

**10.01**

- (a) An employee shall be given an opportunity to sign any formal performance review and shall also be given an opportunity to sign all adverse reports pertaining to the performance of the duties in the employee's current position which are placed on the employee's personnel file.

- (b) An employee shall have the right to indicate on the document itself, agreement or disagreement with the contents of the appraisal or adverse report.

**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**

If an employee requests to do so in writing, the Council shall permit the inspection of the employee's personnel file at least once in each calendar year in the presence of a person authorized by the Council.

**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.

**10.05**

The Council will engage in meaningful consultations with the Professional Institute prior to changes being introduced in policies affecting progression through the pay scales for the RO/RCO Group.

**ARTICLE 11 - CAREER DEVELOPMENT AND PROFESSIONAL DEVELOPMENT**

**11.01**

**Career Development**

The parties to this Agreement recognize the importance of career development planning and professional

development activities as key elements of NRC's commitment to employee learning and development. It is the responsibility of employees to develop realistic career and professional development plans and objectives. **NRC** will maintain a continuous learning environment to facilitate progress towards those objectives.

## **11.02**

### **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 to enable the employee to fill his/her 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 the employee's 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 the employee's 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 undertaken to serve after completion of the course,

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

### **11.03**

#### **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/her normal compensation including any increase for which the employee may become eligible except that an amount equal to any remuneration paid by the organization where the employee is pursuing professional development shall be deducted from the employee's 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. Where an

employee intends to request overtime compensation for attendance at a conference, workshop or other gathering of a similar nature, the employee shall request such overtime compensation when requesting approval to attend the conference, workshop or other gathering. 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**

The parties to this agreement recognize that the Council's established policy is to operate its facilities in a flexible and adaptable manner consistent with a research environment. The parties will attempt to maintain a work environment which permits each employee to arrange his/her working hours to meet the needs of the Council's 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/her day of rest or on a designated holiday, at other than his/her 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 the employee will also receive his/her 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 whose hours of work are arranged under clause 13.01 is called back to work by the Council at any time outside his/her 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**

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/her scheduled hours on the following basis:

- (a) on a normal work day, at one and one-half (1 1/2) times the employee's 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 the employee's hourly rate of pay for each hour worked;
- (c) on a second or subsequent day of rest, at two (2) times the employee's hourly rate of pay for each hour worked.

**13.08**

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 September 30 will be liquidated by means of compensation by cheque to the employee on the basis of one (1) hour's pay at the straight-time rate for each hour of compensatory leave credit so liquidated, except that an employee, upon application in a manner prescribed by Council, shall be permitted to carry over to September 30 of the next calendar year a total amount of compensatory leave credits, earned under this article and under Article 14, of up to thirty-seven and one-half (37 ½) hours.

**13.09**

An employee shall not be eligible to earn overtime credits unless he/she 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 the employee's 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 the employee 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/she travels but does not work, the employee shall receive his/her regular pay for the day.
- (b) On a normal working day on which he/she travels and works, the employee shall be paid:
  - (i) his/her 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 September 30 will be liquidated by means of compensation by cheque to the employee on the basis of one (1) hour's pay at the straight-time rate for each hour of compensatory leave credit so liquidated, except that an employee, upon application in a manner prescribed by Council, shall be permitted to carry over to September 30 of the next calendar year a total amount of compensatory leave credits, earned under this article and under Article 13, of up to thirty-seven and one-half (37½) hours.

**14.06**

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

**14.07**

Compensation at the overtime rate shall not be paid for travelling time to courses, training sessions, conferences or seminars to which an employee is sent for the purpose of career development. However, such travelling time will be recognized as time worked in accordance with clauses 13.02 and 13.05.

**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 the employee receives at least ten (10) days' pay, at the following rates:

- (a) one and two-thirds ( $1\frac{2}{3}$ ) days per month until the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;
- (b) one and eleven-twelfths ( $1\frac{11}{12}$ ) days per month from the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;
- (c) two and one-twelfth ( $2\frac{1}{12}$ ) days per month from the month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs;
- (d) two and one-half ( $2\frac{1}{2}$ ) days per month from the month in which the employee's twenty-ninth (29<sup>th</sup>) anniversary of service occurs.

## **15.03**

### **Furlough Leave**

- (a) An employee is entitled to receive furlough leave provided that,
  - (i) he/she has completed twenty (20) years of continuous employment in the Public Service, and
  - (ii) his/her latest period of continuous employment in the Public Service began not later than April 1, 1962, and



- (iii) he/she was not previously granted the maximum amount of furlough leave.
- (b) The maximum entitlement to furlough leave with pay is five (5) weeks.
- (c) Employees who have received or are entitled to receive furlough leave, shall have their vacation leave entitlements between the completion of their twentieth (20th) and the completion of their 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. The parties agree that the present practice includes that the planning and timing of annual vacation leave may be discussed during interactions between employees and supervisors in the context of the workload.

**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, the employee shall be reimbursed for reasonable expenses, as normally defined by the Council, incurred

- (a) in proceeding to the employee's place of duty, and
- (b) in returning to the place from which the employee was recalled if vacation is immediately resumed upon completion of the assignment for which the employee 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 during any period for which reasonable expenses incurred may be reimbursed under clause 15.10.

**15.12**

**Liquidation of Vacation Leave**

In the month of March, 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 the employee's 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 employment.

**15.14**

**Vacation Leave Credits for Severance Pay**

Upon request, the Council shall grant the employee any unused vacation leave credits prior to termination of employment to enable the employee, 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 position is entitled to receive the payment referred to in clause 15.13 above if so requested in writing within six (6) months following the date upon which employment was 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/her normal working day immediately preceding and his/her 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 the employee shall be paid, in addition to the pay which would have been granted had the employee 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/she 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 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/she has earned is terminated by death or lay-off, the employee is considered to have earned the amount of leave with pay so granted.

**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 the employee 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/her 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**

An employee is not entitled to leave with pay during periods of leave without pay or suspension.

**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 the employee has received pay for at least ten (10) days



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

**18.02**

**Granting of Sick Leave**

Sick leave with pay shall be granted when an employee is unable to perform his/her duties because of illness or injury provided that the employee

- (a) satisfies the Council of this condition in such a manner and at such time as may be determined by the Council, and
- (b) 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/her illness or injury the employee was unable to perform his/her 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 the employee.

**18.04**

An employee is not eligible for sick leave with pay during any periods of leave of absence without pay or 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 the employee is awaiting a decision on an application for injury-on-duty leave, or
- (b) for periods of up to fifteen (15) days if the employee 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 the compensatory leave credits shall be restored **to** the extent of any concurrent sick leave granted.

**18.08**

Sick leave credits earned but unused by an employee during a previous period of employment with the Council shall be restored to an employee whose employment was terminated by reason of lay-off and who is re-appointed to the Council within two (2) years from the date of lay-off.

**ARTICLE 19 – RELIGIOUS OBSERVANCE**

**19.01**

The Council shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.

**19.02**

Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave or leave without pay for other reasons in order to fulfill their religious obligations.

**19.03**

Notwithstanding clause 19.02, at the request of the employee and at the discretion of the Council, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Council. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Council.

**19.04**

An employee who intends to request leave or time off under this Article must give notice to the Council as far in advance as possible but not later than four (4) weeks before the requested period of absence.

## **ARTICLE 20 - OTHER LEAVE WITH OR WITHOUT PAY**

### **20.01**

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.

### **20.02**

#### **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, grandchild and other relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of an employee's immediate family dies, the employee shall be entitled to a bereavement period of four (4) consecutive calendar days which must include the day of the funeral. During such period the employee 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) 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.

- (c) If during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under paragraph (a), (b) or (c) of this clause, the employee shall be granted bereavement leave with pay and the employee's sick leave, vacation leave or compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances; on request the Council may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clauses 20.02 (a) and 20.02 (c).
- (e) The Council may require an employee to submit a relevant death certificate in respect of a request for bereavement leave.

### **20.03**

#### **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 the employee's position;
- (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is **authorized** by Canadian law to compel the attendance of witnesses before it; or
- (v) before an arbitrator or umpire or a person or body of persons **authorized** by Canadian law to make an inquiry and to compel the attendance of witnesses before it.

#### **20.04**

##### **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 the employee is unable to perform his/her duties because of

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

if the employee agrees to remit to the Receiver General of Canada any amount received by him/her for loss of pay in settlement of any claim he/she 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/she was unable to perform his/her duties.

**20.05**

**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 the employee's presence is so required.

**20.06**

**Maternity Leave Without Pay**

(A)

(1) 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 seventeen (17) weeks after the termination date of pregnancy.

(a) Notwithstanding sub-clause 20.06(A)(1) above:

(i) where the employee's new-born child is hospitalized within the period defined in sub-clause 20.06(A)(1) above;

and

- (ii) where the employee has proceeded on maternity leave without pay and then, upon request and with the concurrence of the Council, returns to work for all or part of the period during which her newborn child is hospitalized;

the period of maternity leave without pay defined in sub-clause 20.06(A)(1) above may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee returned to work, to a maximum of seventeen (17) weeks.

- (b) The extension described in sub-clause 20.06(A)(1)(a) above shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (2) At its discretion, the Council may require an employee to submit a medical certificate certifying pregnancy.
  - (3) An employee who has not commenced maternity leave without pay may elect to:
    - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
    - (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave Article. For purposes of this clause,



illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.

- (B) 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 the 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.
- (C) 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. Time spent on such leave shall be counted for pay increment purposes.

## **20.07**

### **Maternity Allowance**

- (A) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause 20.07(B) provided that she:
  - (1) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;
  - (2) provides the Council with proof that she has applied for and is in receipt of Employment Insurance (EI) pregnancy benefits pursuant to section 22 of the Employment Insurance Act in respect of insurable employment with the Council;and
  - (3) has signed an agreement with the Council stating that:

- (a) she will return to work on the expiry date of her maternity leave without pay unless this date is modified with the Council's consent;
- (b) within eighteen (18) months following her return from maternity leave without pay, should she claim the full seventeen (17) weeks of maternity allowance, she will work an amount of hours paid at straight-time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by twenty-six (26);
- (c) within eighteen (18) months following her return from maternity leave without pay, should she claim only a portion of the seventeen (17) weeks of maternity allowance, she will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by a number determined as follows:
 
$$\frac{(26 \text{ weeks}) \times (\text{number of weeks during which she received the maternity allowance})}{(17 \text{ weeks})}$$
- (d) should the employee fail to return to work as per the provisions of sub-clauses 20.07(A)(3) (a), (b) and (c) for reasons other than death or lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sections (b) and (c), or having become disabled as defined in the *Public Service Superannuation Act*, the employee recognizes that she is indebted to the Council for the amount received as maternity allowance, proportionate to the amount of hours not

worked in relation to the hours to be worked as specified in sub-clause 20.07(A)(3) (b) and (c) above. However, an employee whose specified period of employment expired and who is rehired by the Council within a period of five days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations in sections (a), (b) and (c).

(4) For the purpose of sub-clause 20.07(A)(3) (b), periods of leave with pay shall count as time worked.

(B) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

(1)

(a) where an employee is subject to a waiting period of two (2) weeks before receiving EI maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other moneys earned during this period;

and

(b) for each week that the employee receives a pregnancy benefit pursuant to section 22 of the Employment Insurance Act, the difference between the gross weekly amount of the EI benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other moneys earned during this period.

(2) The maternity allowance to which an employee is entitled is limited to that provided in sub-clause 20.07(B)(1) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the EI Act.

- (3) The weekly rate of pay referred to in sub-clause 20.07(B)(1) shall be:
- (a) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
  - (b) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in sub-clause 20.07(B)(3)(a) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (4) (a) The weekly rate of pay referred to in sub-clause 20.07 (B)(3) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (b) Notwithstanding sub-clause 20.07(B)(4)(a), and subject to sub-clause 20.07(B)(3)(b), if, on the day immediately preceding the commencement of maternity leave without pay, an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (5) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (6) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

**20.08**

**Special Maternity Allowance for Totally Disabled Employees**

- (A) An employee who:
- (1) fails to satisfy the eligibility requirement specified in sub-clause 20.07(A)(2) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the Government Employees Compensation Act prevents her from receiving EI maternity benefits;
- and
- (2) has satisfied all of the other eligibility criteria specified in sub-clause 20.07(A), except sub-clauses 20.07(A)(2) and 20.07(A)(3);

shall be paid, in respect of each week of maternity allowance not received for the reason described in sub-clause 20.08(A)(1), the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, LTD Plan or via the Government Employees Compensation Act.

- (B) An employee shall be paid an allowance under this clause and under clause 20.07 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to section 22 of the EI Act had she not been disqualified from EI maternity benefits for the reasons described in sub-clause 20.08(A) (1) above.

**20.09**

**Parental Leave Without Pay**

- (A) An employee who becomes a parent through the birth of a child (including the new-born child of a common-law spouse) or the adoption of a child below the age of majority shall, upon request, be granted parental leave without pay for a single period of up to twenty-six (26) consecutive weeks beginning on or after the date of the child's birth or the date of acceptance of custody of the child for adoption.
  
- (B) The period of parental leave without pay shall end:
  - (1) where the period of maternity leave without pay as described in sub-clause 20.06(A)(1) above, is followed by a period of parental leave without pay taken by the employee, or in the case of a Public Service couple, by the employee's spouse, no later than fifty-two (52) weeks after the child is born;
  
  - (2) where the period of maternity leave without pay is extended as described in sub-clause 20.06(A)(1)(a) above, is followed by a period of parental leave without pay taken by the employee, or in the case of a Public Service couple, by the employee's spouse, no later than fifty-two (52) weeks after the child is born:

and
  
  - (3) in all other cases, no later than fifty-two (52) weeks after the day the child is born or the acceptance of custody of the child for adoption.
  
- (C) An employee who intends to request parental leave without pay shall notify the Council at least four (4) weeks in advance of the expected date of the birth of the child or as soon as the application for adoption has been approved by the adoption agency.

- (D)
  - (1) The Council may require an employee to submit a birth certificate or proof of adoption for the child.
  - (2) Parental leave without pay taken by a Public Service couple shall not exceed a total of twenty-six (26) weeks for both employees combined.
- (E) Leave granted under this clause shall count for the calculation of continuous employment or «service» as applicable for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall count for pay increment purposes.

## 20.10

### Parental Allowance

- (A) An employee who has been granted parental leave without pay shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause 20.10(B) below, providing he or she:
  - (1) has completed six (6) months of continuous employment before the commencement of parental leave without pay;
  - (2) provides the Council with proof that he or she has applied for and is in receipt of Employment Insurance (EI) parental benefits pursuant to section 23 of the Employment Insurance Act in respect of insurable employment with the Council;

and

  - (3) has signed an agreement with the Council that he or she:
    - (a) will return to work on the expiry date of his or her parental leave without pay, unless this date is modified with the Council's consent;

(b) within eighteen (18) months of his or her return from parental leave without pay, should the employee claim the full period of parental allowance, the employee will work an amount of hours paid at straight-time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by fifteen (15);

(c) within eighteen (18) months of his or her return to work, should the employee claim only a portion of the full period of parental allowance, the employee will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by a number determined as follows:

$$\frac{(15 \text{ weeks}) \times (\text{number of weeks during which he/she received the parental allowance})}{(12 \text{ weeks})}$$

d) should the employee fail to return to work as per the provisions of sub-clauses 20.10(A)(3), (a), (b) and (c) for reasons other than lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sections (b) and (c), or having become disabled as defined in the *Public Service Superannuation Act*, the employee recognizes that he or she is indebted to the Council for the amount received as a parental allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in sub-clause 20.10(A)(3) (b) above.



However, an employee whose specified period of employment expired and who is rehired by the Council within a period of five days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in sub-clauses 20.10(A)(3)(a), (b) and (c).

- (4) For the purpose of sub-clause 20.10(A)(3)(b), periods of leave with pay shall count as time worked.
  - (5) At the employee's request, the payment referred to in subparagraph 20.10(B)(1) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits,
- (B) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (1)
    - (a) where an employee is subject to a waiting period of two (2) weeks before receiving EI parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other moneys earned during this period;
    - (b) other than as provided in sub-clause 20.10(B)(1)(c) below, for each week in respect of which the employee receives EI parental benefits pursuant to section 23 of the Employment Insurance Act, the difference between the gross amount of the EI parental benefits he or she is initially eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay, less any other moneys earned during this period;

- (c) where the employee becomes entitled to an extension of parental benefits pursuant to subsection 12(7) of the EI Act, the parental allowance payable under the SUB Plan described in sub-clause 20.10(B)(1)(b) will be extended by the number of weeks of extended benefits which the employee receives under that subsection.
- (2) The parental allowance to which an employee is entitled is limited to that provided in sub-clause 20.10(B)(1) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the EI Act.
  - (3) The weekly rate of pay referred to in sub-clause 20.10(B)(1) shall be:
    - (a) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay:
    - (b) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in sub-clause 20.10(B)(3)(a) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
  - (4)
    - (a) The weekly rate of pay referred to in sub-clause 20.10(B)(3) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.

- (b) Notwithstanding sub-clause 20.10(B)(4)(a), and subject to sub-clause 20.10(B)(3)(b), if, on the day immediately preceding the commencement of parental leave without pay, an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (5) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (6) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

## 20.11

### **Special Parental Allowance for Totally Disabled Employees**

(A) An employee who:

- (1) fails to satisfy the eligibility requirement specified in sub-clause 20.10(A)(2) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the Government Employees Compensation Act prevents the employee from receiving EI parental benefits;

and

- (2) has satisfied all of the other eligibility criteria specified in sub-clause 20.10(A) except sub-clauses 20.10(A)(2) and 20.10(A)(3)

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in sub-clause 20.1 O(A)(I), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation Act.

- (B) An employee shall be paid an allowance under this clause and under clause 20.10 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to section 23 of the EI Act, had the employee not been disqualified from EI parental benefits for the reasons described in sub-clause 20.11 (A)(I) above.

## **20.12**

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

An employee shall be granted leave without pay for the care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (a) an employee shall notify the Council in writing four (4) weeks in advance of the commencement date of such leave;
- (b) leave granted under this clause shall be for a minimum period of six (6) weeks;
- (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.

## **20.13**

### **Leave Without Pay for Personal Needs**

Without restricting clause 20.20 and 20.21 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/her total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with parental leave without the consent of the Council;
- (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.

## **20.14**

### **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.

## **20.15**

### **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 absences from work, however, when alternate arrangements are not possible an employee shall be granted up to one (1) day for a medical or dental appointment when the dependent family member is incapable of attending the appointment alone, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his/her supervisor of the appointment as far in advance as possible;

- (ii) leave with pay to provide for the immediate and temporary care of a sick or elderly 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;
- (c) The total leave with pay which may be granted under sub-clause (b) (i), (ii), and (iii) shall not exceed five (5) days in a fiscal year.

#### **20.16**

##### **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/her qualifications.

#### **20.17**

##### **Leave Without Pay for the Long-term Care of a Parent**

At the discretion of the Council, an employee may be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, in accordance with the following conditions:

- (a) an employee shall notify the Council in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of an urgent or unforeseeable circumstance, such notice cannot be given;

- (b) leave granted under this clause shall be for a minimum period of six (6) weeks;
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of «continuous employment») or (continuous service» as applicable, for the purpose of calculating severance pay and vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

## **20.18**

### **Maternity-Related Reassignment or Leave**

- (a) An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Council to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.
- (b) An employee's request under clause 20.18 (a) above must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Council may obtain an independent medical opinion.
- (c) An employee who has made a request under clause 20.18 (a) above is entitled to continue in her current job while the Council examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Council:



(i) modifies her job functions or reassigns her,

or

(ii) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

(d) Where reasonably practicable, the Council shall modify the employee's job functions or reassign her.

(e) Where the Council concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Council shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.

(f) An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two weeks notice in writing to the Council of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

#### **20.19**

##### **Medical Appointment for Pregnant Employees**

(a) Up to half a day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

(b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

## 20.20

### 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 voting on an election day, be excused from duty for a period sufficient to allow 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 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.

## 20.21

### Leave Without Pay for Other Reasons

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. Any period of leave without pay of more than 3 months

shall be deducted from the calculation of (continuous employment» or «service» unless, in the opinion of Council, such leave has been granted with the understanding that the activities to be engaged in by the employee during the period of leave may contribute to the professional development of the employee. Normal dwell periods may be extended in the case of such leave that is not considered by the Council to contribute to the professional development of the employee.

## **ARTICLE 21 – PAY**

### **21.01**

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.

### **21.02**

Subject to 21.04, an employee shall be paid on the rates of pay specified in Schedule 1.

### **21.03**

- (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 21.03 (b) for one dollar or less.

**21.04**

- (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 a letter of appointment that he/she will not receive the negotiated increase subsequent to 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 the assigned step is greater than the University recruitment rate at which time the employee's salary will be revised to coincide with the assigned step.

**21.05**

Upon promotion into a higher grade, an employee shall be paid at the rate in the salary scale of the higher grade which provides a salary increase not less than the minimum increase in the scale of rates of the grade into which the employee is promoted by the Council.

**21.06**

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.

**21.07**

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.

**21.08**

**Acting Pay**

When, in accordance with a written instruction from management, an employee performs for a temporary period of at least fifteen (15) consecutive working days, a substantial portion of the duties of a position in another occupational group, and it is a higher position than the one held by the employee, the employee shall be entitled to receive acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts.

**ARTICLE 22 - FLYING ALLOWANCE**

**22.01**

- (a) An employee, who in the performance of his/her 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 employee 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 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 Transport Canada has issued a flight permit valid for the purpose of experimental research under the authority of the National Research Council only.

## **ARTICLE 23 - FIELD SURVEY ALLOWANCE**

### **23.01**

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) the employee 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.

### **23.02**

Subject to 23.01 (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.

### **23.03**

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

ARTICLE 24 - SEVERANCE PAY

**24.01**

For the purpose of determining the amount of severance pay to which an employee is entitled under this Article the employee's years of continuous service shall be reduced by any period of continuous service in respect of which 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 24 be pyramided.

**24.02**

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.

**24.03**

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.

**24.04**

Subject to clause 24.01, 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 and, in the case of a partial year of continuous service, one (1) week's pay multiplied by the number of days of continuous employment divided by 365.

**24.05**

Subject to clause 24.01, 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 and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, less any period in respect of which the employee was granted severance pay under 24.04 above.

**24.06**

**Resignation**

Subject to clauses 24.01 and 24.07, 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 the employee's weekly rate of pay on effective date of resignation by the number of completed years of continuous service to a maximum of twenty-six (26), except that clause 24.06 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.

**24.07**

**Retirement**

Subject to clause 24.01, on termination of employment,:

- (a) an employee who is entitled to an immediate annuity under the Public Service Superannuation Act, or when 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 thirty (30) hours a week, and who, if he/she 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/she 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.

#### **24.08**

##### **Death**

Subject to clause 24.01, regardless of any other benefit payable, if an employee dies, there shall be paid to the employee's 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.

#### **24.09**

##### **Release for Incapacity or Incompetence**

- a) Subject to clause 24.01, 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;

- b) Subject to clause 24.01, when an employee, who has completed more than ten (10) years of continuous employment, is released for incompetence, the amount of severance pay shall be one (1) weeks pay for each complete year of continuous service with a maximum benefit of twenty-eight (28) weeks' pay.

**24.10**

**Probation**

Subject to clause 24.01, on rejection during the probationary period, 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 probationary period, the employee shall be paid one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks.

**24.11**

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 25 - NATIONAL JOINT COUNCIL AGREEMENTS**

**25.01**

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

**25.02**

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 26 - CONTRACTING OUT**

**26.01**

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 27 - NO DISCRIMINATION**

**27.01**

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, family status, mental or physical disability, membership or activity in the Professional Institute, marital status or a conviction for which a pardon has been granted.

**27.02**

Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

**27.03**

If by reason of paragraph 27.02 a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

**27.04**

By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

**ARTICLE 28 - DUTY ABOARD VESSELS**

**28.01**

Nothing in this Agreement shall be construed to impair in any manner whatsoever the authority of the Master.

**28.02**

The Master may, whenever he or she deems it advisable, require any employee to participate in lifeboat or other emergency drills without the payment of overtime.

**28.03**

Any work necessary for the safety of the vessel, passengers, crew or cargo shall be performed by all employees at any time on immediate call and, notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event shall overtime be paid for work performed in connection with such emergency duties of which the Master shall be the sole judge.

**28.04**

When an employee suffers loss of clothing or personal effects (those which can reasonably be expected to accompany the employee aboard the ship) because of marine disaster or shipwreck, the employee shall be reimbursed the value of those articles up to a maximum of three thousand (\$3,000) dollars based on replacement cost.

**28.05**

**Claims for Personal Effects**

- (a) An employee shall submit to the Council a full inventory of his or her personal effects and shall be responsible for maintaining it in a current state.
- (b) An employee or the employee's estate making a claim under this Article shall submit to the Council reasonable proof of such loss, and shall submit an affidavit listing the individual items and values claimed.

**ARTICLE 29 - INFORMATION**

**29.01**

Reasonable space on bulletin boards, including electronic bulletin boards where available, will be made available to the Professional Institute for the posting of official notices, in convenient locations determined by the Council and the Professional Institute. Notices or other material shall require the prior approval of the Council, except notices relating to the business affairs of the Professional Institute and social and recreational events. The Council shall have the right to refuse the posting of any information which it considers adverse to its interests or to the interests of any of its representatives.

**29.02**

The Council agrees to distribute to each new employee an information package prepared and supplied by the Professional Institute. Such information package shall require the prior approval of the Council. The Council shall have the right to refuse to distribute any information that it considers adverse to its interests or to the interests of any of its representatives.

## **ARTICLE 30 – MARRIAGE LEAVE WITH PAY**

### **30.01**

After the completion of one (1) year's continuous employment with the Council, and providing an employee gives the Council at least five (5) days' notice, the employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married.

### **30.02**

For an employee with less than two (2) years of continuous employment with the Council, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Council from any monies owed the employee.

## **ARTICLE 31 – SEXUAL HARASSMENT**

### **31.01**

The Professional Institute and the Council recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place.

### **31.02**

Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

### **31.03**

If by reason of paragraph 31.02 a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

### **31.04**

By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment. The selection of the mediator will be by mutual agreement.

**ARTICLE 32 – RESTRICTION ON OUTSIDE EMPLOYMENT**

**32.01**

In keeping with NRC's Conflict of Interest and Post-Employment Code, employees are responsible for taking such action as is necessary to prevent real, potential or apparent conflicts of interests. Participation of NRC employees in a professional capacity in the activities of external organizations, for instance by teaching or serving as adjunct professor in a university, is often in the public interest and employees shall not be restricted in engaging in such employment outside the hours they are required to work for the Council.

**32.02**

Other external activities such as serving as an officer or a director of a company or external organization must be assessed carefully to determine if they could expose the employee to a conflict of interest situation. In this regard, employees should consult with their Director General (their Vice-President or the President when they report directly to such persons) to receive guidance on whether or not the contemplated professional activities outside of their duties at **NRC** are compatible with the public interest and their duties at NRC. Employees may also seek advice from the Secretary General with regard to the impact of planned activities in terms of the requirements of the Conflict of interest and Post-Employment Code.

**ARTICLE 33 – PILOT RESPONSIBILITY ALLOWANCE**

**33.01**

Research Officers and Research Council Officers who maintain a commercial or airline transport pilot license shall be paid a Pilot Responsibility Allowance not to exceed \$6,300.00 in a fiscal year. This allowance shall be pro-rated based on the number of hours flown during a six (6) month period as follows:

<i>Period</i>	<i>Number of Hours Flown</i>	<i>Amount</i>
1 October to 31 March	16 to 31 hours	\$1,050.00
	32 to 47 hours	\$2,100.00
	48 or more hours	\$3,150.00
1 April to 30 September	16 to 31 hours	\$1,050.00
	32 to 47 hours	\$2,100.00
	48 or more hours	\$3,150.00

**33.02**

The Pilot Responsibility Allowance, shall form part of pay for purposes of the Public Service Superannuation Act (PSSA), Disability Insurance Act (DI) and the Public Service Management Insurance Plan (PSMIP).

**ARTICLE 34 - AGREEMENT RE-OPENER**

**34.01**

This Agreement may be amended by mutual consent. If either party wishes to amend or vary this Agreement, it shall give to the other party notice 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 35 - DURATION AND RENEWAL**

**35.01**

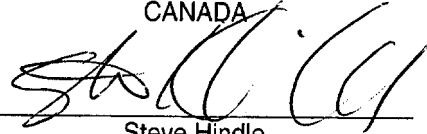
The duration of this collective agreement shall be from the date it is signed to 19 July 2002 and unless otherwise expressly stipulated the provisions of this Agreement shall become effective on the date it is signed.



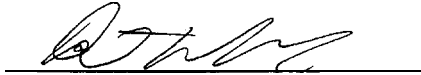
35.02

Signed at Ottawa, Ontario on this 20<sup>th</sup> day of the  
month of September 2000.

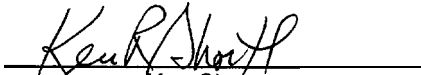
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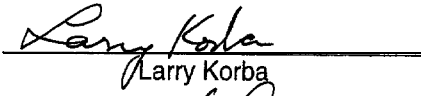
Steve Hindle



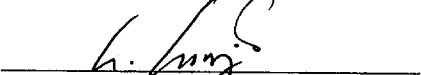
David Havelock



Ken Shortt



Larry Korba



Abdul Majid

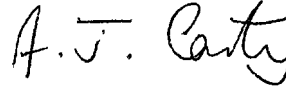


William Dobson



Robert Luce

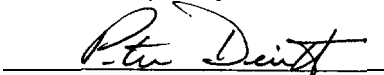
NATIONAL RESEARCH  
COUNCIL OF CANADA



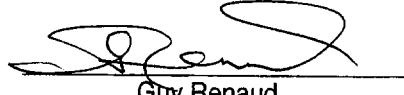
Arthur J. Carty



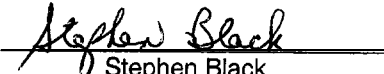
Jacques Lyrette



Peter Devitt



Guy Renaud



Stephen Black

**SCHEDULE 1**

**NATIONAL RESEARCH COUNCIL  
RESEARCH OFFICER AND RESEARCH COUNCIL OFFICER  
RATES OF PAY**

A: Effective 20 July 2000 (all rates of pay increased by 2%)  
B: Effective 20 July 2001 (all rates of pay increased by 2.5%)

#JRO/RCO-1	FROM: 30864	32037	33213	34386	35560	36735	37911	39237		
	A: 31481	32678	33877	35074	36271	37470	38669	40022		
	B: 32268	33495	34724	35951	37178	38406	39636	41022		
AsRO/RCO-2	FROM: 41980	44493	47013	49527	52043	54559	57076	59078	60841	
	A: 42820	45383	47953	50518	53084	/ 55650	58218	60260	62058	
	B: 43890	46517	49152	/ 51780	54411	/ 57041	59673	/ 61766	63609	
AcRO/RCO-3	FROM: 59078	60841	62603	64363	/ 66125	67886	/ 69648	/ 72078	/ 74107	
	A:		63855	65650	/ 67448	69244	71041	73520	/ 75589	
	B:		65451	67292	/ 69134	70975	/ 72817	/ 75358	/ 77479	
SRO/RCO-4	FROM: 72078	/ 74107	/ 76139	/ 78170	/ 80199	/ 82227	/ 84259	// 86289	/ 88453	/ 90617
	A:		77662	/ 79733	/ 81803	/ 83872	/ 85944	// 88015	/ 90222	/ 92429
	B:		79603	/ 81727	/ 83848	/ 85968	/ 88093	// 90215	/ 92478	/ 94740
PRO/RCO-5	FROM: 88453	/ 90617	/ 92779	/ 94944	/ 97044	/ 99177				
	A:		94635	/ 96843	/ 98985	101161				
	B:		97000	/ 99264	/ 101460	/ 103690				

# 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  
THE NATIONAL RESEARCH COUNCIL OF CANADA  
AND  
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF  
CANADA

**RE: FEE FOR SERVICE WORK**

Except as provided in clause 13.07, when the Director concerned or his/her designate requires an employee to work overtime, either in connection with «fee for service work» undertaken 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:

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

Signed at Ottawa, this 20<sup>th</sup> day of the month of September 2000.

#### DURATION

This Memorandum of Agreement shall have the same duration as the Collective Agreement signed on 20 September 2000 covering employees in the Research Officer and Research Council Officer groups.



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**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 21.04 of the collective agreement covering- the NRC Research Officers and Research Council Officers Group signed on 20 September 2000, the parties agree that new university graduates will be assigned at least the following salary steps:

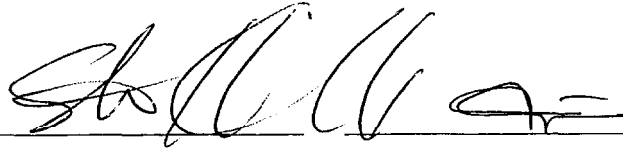
Graduate's Highest Degree	Minimum Assigned Steps
Bachelor's	third step in JRO/RCO 1
Master's	sixth step in JRO/RCO 1
Ph.D.	first step in AsRO/RCO 2

Higher steps in the salary range may be assigned to those university graduates whose qualifications demonstrate a state of professional development warranting a rate of pay greater than that defined above.

Signed at Ottawa, this 20<sup>th</sup> day of the month of  
September 2000.

**DURATION**

This Memorandum of Agreement shall have the same  
duration as the Collective Agreement signed on  
20 September 2000 covering employees in the Research |  
Officer and Research Council Officer groups.



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APPENDIX C

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 23, 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 23.

Yours sincerely,

W.J. Sullivan

This appendix has been extended by the parties and shall have the same duration as the collective agreement signed on 20 September 2000 covering employees in the Research Officer and Research Council Officer groups.



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**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.

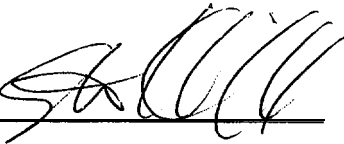


- (7) Where a period of vacation, sick or other leave (except Bereavement Leave) is granted, it will be granted on an hourly basis with the hours debited for each day of leave being the same as the hours the employee would normally have been scheduled to work on that day. For the purpose of Bereavement Leave With Pay, a «day» will be a twenty-four (24) hour period.

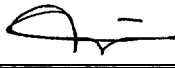
**DURATION**

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

Signed at Ottawa, this 20<sup>th</sup> day of the month of September 2000.



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**APPENDIX E**

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

**RE: TERMINABLE ALLOWANCE**

**Preamble**

In an effort to reduce problems with retention and recruitment, the Council will provide an Allowance to incumbents of positions for the performance of duties in the Research Officer and Research Council Officer Groups.

**Application**

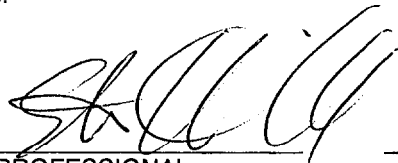
1. Commencing 20 July 2000 and ending 19 July 2002, incumbents of positions identified above shall be eligible to receive a terminable allowance in the annualized amount of \$7,000 to be paid biweekly, subject to the following conditions:
  - (i) The terminable allowance specified above does not form part of an employee's salary, except for pension purposes.
  - (ii) The terminable allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
  - (iii) Part-time employees shall be entitled to the Terminable Allowance prorated in accordance with their assigned work week.

2. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
3. This Memorandum of Understanding expires on 19 July 2002.

Signed at Ottawa, this 20<sup>th</sup> day of the month of September 2000. |

#### DURATION

This Memorandum of Agreement shall have the same duration as the Collective Agreement signed on 20 September 2000 covering employees in the Research Officer and Research Council Officer groups. |



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