

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

THIS 9th DAY OF FEBRUARY 2001

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

TRANSLATOR GROUP

expiring

20 June 2002

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

**ARTICLE 1 - PURPOSE, RECOGNITION AND APPLICATION
OF AGREEMENT**

1.01

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.

1.02

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 increased efficiency. Accordingly, the parties are determined to establish and foster an effective working relationship.

1.03

The Council **recognizes** the Professional Institute as the exclusive bargaining agent for all employees in the bargaining unit described in the certificate issued by the Public Service Staff Relations Board on the **3rd** day of July **1968**, covering employees of the Council classified in the Translator grades, Administrative and Foreign Service Category.

1.04

The Council **recognizes** that it is a proper function and a 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.

1.05

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

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

2.01

For the purpose of this Agreement,

- (a) "bargaining unit" means all the employees of the Council classified in the Translator grades, Administrative and Foreign Service Category, as described in the certificate issued by the Public Service Staff Relations Board on 3 July 1968;
- (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) "compensatory leave" means leave with pay in lieu of cash payment as provided for in Article 9 Overtime, Article 10 Call-Back Pay and Article 25 Travelling and such leave with pay will be computed and credited to the employee at the same premium rate as for compensation in cash;
- (d) "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;
- (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 his/her being on leave of absence;

- (g) "double time" means twice the hour for hour rate;
- (h) "employee" means a person who is a member of the bargaining unit;
- (i) "Employer", "Council" and "N.R.C." mean the National Research Council of Canada;
- (j) "headquarters area" has the same meaning as given to the expression in the Travel Policy contained in the Council's Financial Management Manual and as may be amended from time to time;
- (k) "holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a holiday in this Agreement;
- (l) "hour for hour" means the employee's weekly rate of pay divided by thirty-seven and one-half ($37 \frac{1}{2}$);
- (m) "lay-off" means termination of services of an employee because of lack of work or because of the discontinuance of a function:
- (n) "leave of absence" means permission to be absent from duty;
- (o) "membership dues" mean the dues established pursuant to the bylaws 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;
- (p) "Professional Institute" means the Professional Institute of the Public Service of Canada;
- (q) "straight-time rate" means the employee's weekly rate of pay divided by thirty-seven and one-half ($37 \frac{1}{2}$);

- (r) "time and one-half" means one and one-half (11/2) times the hour for hour rate: and
- (s) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176;

2.02

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.

ARTICLE 3 - INTERPRETATION OF AGREEMENT

3.01

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 such dispute shall in the first instance be referred in writing to the parties who will meet within a reasonable time and seek to resolve the problem. This Article does not prevent an employee from making use of the grievance procedure provided in this Agreement.

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 - RIGHTS OF EMPLOYEES

5.01

Nothing in this Agreement shall be construed as an abridgement or restriction of **any** employee's constitutional rights or of any right expressly conferred in an Act of the Parliament of Canada.

5.02

No Discrimination

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

ARTICLE 6 - INFORMATION

6.01

The Council agrees to supply the Professional Institute each month with the name, classification and geographic location of each new employee and of each person who ceases to be an employee.

6.02

The Council agrees to supply each employee with a copy of the collective agreement and every amendment thereto. Both the English and French texts of this agreement shall be official.

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 in 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 or membership to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any month to permit deductions, the Council shall not be obligated to make these deductions from subsequent salary.

7.04

An employee who satisfies the Council to the extent that he or she declares in an affidavit filed with the Council that he/she is a member of a religious **organization** whose doctrine prevents him/her as a matter of conscience from making financial contributions to an employee **organization** and that he/she 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 is countersigned by an official representative of the religious **organization** involved.

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 each employee and the deductions made on his/her 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 Council 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.

ARTICLE 6 - HOURS OF WORK

8.01

The normal work week shall be thirty-seven and one-half (37 1/2) hours, and the normal daily hours of work shall be seven and one-half (7 1/2) hours. These hours may

be varied at the Council's discretion to allow for summer and winter hours provided that the annual total is 1950 hours.

8.02

Provided that operational requirements are met and after successful consultation between representatives of the Council and representatives of the employees, employees may work according to a system of flexible hours between the hours of 7:00 a.m. and 6:30 p.m. on the understanding that such flexible hours will be subject to the provisions of clause 8.01 above.

8.03

The normal work week shall be Monday through Friday and the normal work day shall be scheduled between 7:00 a.m. and 6:30 p.m.

8.04

An employee shall be granted two (2) consecutive days of rest during each seven (7) day period.

8.05

Employees will report their attendance in a manner prescribed by the Council.

ARTICLE 9 - OVERTIME

9.01

In this group of clauses,

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

9.02

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

- (a) to allocate overtime work on an equitable basis among the readily available qualified employees, and
- (b) to give employees who are required to work overtime as much advance notice as possible of this requirement, preferably not less than twelve (12) hours' advance notice.

9.03

An employee who is required by the Council to work overtime on his/her normally scheduled work day is entitled to compensation at time and one-half for all hours of overtime worked.

9.04

- (1) An employee shall receive overtime compensation for earned credits by means of payment by cheque which will be issued as soon as practicable after the first day of the month following the month during which the overtime was worked, or upon request of an employee and with the approval of the Council, receive compensatory leave in lieu of cash. Such leave with pay will be computed at the same premium rate as if the overtime had been compensated in cash.
- (2) Consistent with operational requirements and subject to adequate advance notice by the employee, the Council shall grant compensatory leave at times which are mutually acceptable to the employee and to the Council.

- (3) Compensatory leave credits earned under the provisions of this article but not granted by the end of March of each fiscal year will be liquidated by means of compensation to the employee on the basis of one (1) hour's pay at straight-time rate for each hour of compensatory leave credits so liquidated except that an employee, upon application, shall be permitted to carry over to the next fiscal year a total amount of compensatory leave credits, earned under this article and under article 25 (Travelling), of up to thirty-seven and one-half (37 ½) hours.

9.05

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

- (a) at the rate of time and one-half (1 1/2) for each hour of overtime worked by the employee, except that:
- (b) on the employee's second and subsequent days of rest at the double time rate for each hour worked by the employee, provided that the days of rest are in an unbroken series of consecutive and contiguous calendar days and the employee has worked on the first day of rest.

9.06

All overtime credits earned shall be recorded on the basis of each completed one-half (1/2) hour.

9.07

An employee is entitled to overtime compensation under clauses 9.03 and 9.05 for each completed period of one-half (1/2) hour of overtime worked by the employee:

- (a) when the overtime work is **authorized** in advance by the Council, and
- (b) when the employee does not control the duration of the overtime work.

9.08

- (a) An employee, who works three (3) or more hours of overtime immediately following his/her scheduled hours of work, shall be reimbursed his/her expenses for one meal in the amount of nine dollars (\$9.00), except where free meals are provided. Reasonable time with pay, to be determined by the Council, shall be allowed the employee in order that a meal break may be taken either at or adjacent to the employee's place of work.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one additional meal in the amount of nine dollars (\$9.00), except where free meals are provided. Reasonable time with pay, to be determined by the Council, shall be allowed the employee in order that a meal break may be taken either at or adjacent to the employee's place of work.

9.09

An employee whose employment is terminated by reason of abandonment of position is entitled to receive the payment for overtime earned but for which the employee has not received payment if the employee so requests it in writing within six (6) months following the date upon which the employee's employment is terminated by a declaration by the Council.

9.10

An employee whose services with the Council terminate for any reason, except as provided in clause 9.09, shall be entitled to receive compensation for overtime earned but for which he/she has not received payment.

9.11

If an employee dies, the employee's estate shall be granted a cash gratuity equivalent to the amount of overtime compensation to which the employee would be entitled if alive. This clause refers to overtime compensation earned but not paid to the employee prior to the time of death.

ARTICLE 10 - CALL-BACK PAY

10.01

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

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

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

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

10.02

Overtime earned under clause 10.01 shall be compensated in cash except where, upon application and at the discretion of the Council, overtime may be taken in the form of compensatory leave in accordance with clause 9.04 of Article 9, Overtime.

10.03

When an employee is called back to perform work under the conditions described in clause 10.01, and is required to use transportation services other than normal public transportation services, he/she shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an employee when **authorized** by the Council to use his/her automobile when the employee travels by automobile, or
- (b) out-of-pocket expenses for other means of commercial transportation.

ARTICLE 11 - PAY

11.01

Except as provided in clauses 11.02, 11.03 and 11.04 the terms and conditions governing the application of pay to employees are not affected by this Agreement.

11.02

An employee is entitled to be paid for services rendered at the pay specified in Schedule 1 for the classification to which he/she is appointed or promoted.

11.03

- (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 **11.03 (b)** for one dollar or less.

11.04

When an employee is promoted by the Council to a higher classification level, he/she shall be paid at the nearest rate in the new classification level which gives him/her a salary increase not less than the minimum increment in the range of rates for the higher classification to which he/she is promoted by the Council.

ARTICLE 12 - ACTING PAY

12.01

When in accordance with a written instruction from the appropriate delegated authority an employee performs for a temporary period of at least four **(4)** consecutive working days a substantial portion of the duties of a

higher position than the one held by him/her, the employee shall be entitled to receive acting pay for that temporary period at the lesser of:

- (a) the classification of the incumbent being replaced,

or

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

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

12.02

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

ARTICLE 13 - DESIGNATED PAID HOLIDAYS

13.01

Subject to clause 13.02, 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.

13.02

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

13.03

Holiday Falling on a Day of Rest

When a day, except Boxing Day, designated as a holiday under clause 13.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal working day following his/her 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.

13.04

When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 13.03;

- (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.

13.05

Remuneration for Work on a Designated Paid Holiday

- (a) Where an employee is required by the Council to work on a holiday he/she shall be paid, in addition to the pay he/she would have been granted had he/she not worked on the holiday, 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 for all hours worked, in accordance with the provisions of sub-clause 13.05(a).

The day of leave with pay at a later date earned under sub-clause 13.05 (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 earned under the provisions of sub-clause 13.05 (b) (i) at times which are mutually acceptable to the employee and to the Council.
- (iii) Leave credits earned under the provisions of this Article but not granted by the end of September of each calendar year will be liquidated by means of compensation by cheque to the employee on the basis of one (1) hour's pay at straight-time rate for each hour of leave credit so liquidated.

13.06

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.

13.07

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

ARTICLE 14 - VACATION LEAVE

14.01

For the purposes of this Article only, 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.

14.02

Accumulation of Vacation Leave

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

- (a) one and one-quarter ($1 \frac{1}{4}$) days until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
- (b) one and two-thirds ($1 \frac{2}{3}$) days commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- (c) one and eleven-twelfths ($1 \frac{11}{12}$) days commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (d) two and one-twelfth ($2 \frac{1}{12}$) days commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs.
- (e) two and one-third ($2 \frac{1}{3}$) days commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;
- (f) two and one-half ($2 \frac{1}{2}$) days commencing with the month in which the employee's twenty-ninth (29th) anniversary of service occurs.

14.03

Leave provisions of clause 14.02 which are in excess of fifteen (15) days per fiscal year shall be granted on a pro rata basis during the fiscal year in which the employee completes the required years of service.

14.04

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.

14.05

Granting of Vacation Leave

- (a) Both parties agree that although vacation leave credits are earned as a matter of right, the scheduling and granting of such leave must be **authorized** in advance by the Council before such leave is taken. The scheduling of vacation leave should be so arranged as to adequately meet the operational requirements, and subject to said operational requirements, an employee may:
 - (i) during the first six **(6)** calendar months of employment be granted vacation leave up to the amount of earned credits;
 - (ii) after the first six **(6)** calendar months of employment be granted vacation leave in excess of the earned credits but only to the extent of credits that would accumulate to the end of the fiscal year concerned. However, if an employee has used more vacation leave than he/she has earned and his/her services

are terminated for a reason other than death, or lay-off with two (2) or more years of continuous service, the salary over-payment resulting from the use of unearned vacation leave shall be recovered from the employee by the Council.

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

- (b) An employee's vacation shall normally be taken in the fiscal year in which the employee becomes eligible to take it. The Council shall, subject to operational requirements make every reasonable effort:
 - (i) to schedule an employee's vacation leave at a time or times requested by the employee
 - (ii) to permit an employee to use at an agreed time in the following vacation year, any unused vacation credits earned by the employee in the current vacation year, provided that the employee has filed by January 2nd such a request. If by January 2nd an employee has not utilized all vacation credits for the current vacation year, or obtained approval to schedule them in the following vacation year, the employee shall make every reasonable effort by January 15 to schedule the balance of the current year's vacation credits at times acceptable to the Council, or to provide a general plan acceptable to the Council on how they will be used by the end of the current vacation year. In the absence of such a plan or schedule acceptable to the Council, the Council may after January 15 schedule the balance of an employee's unused vacation leave in excess of 30 days.

Carry-Over Provisions

Subject to the Letter of Understanding 91-1 the unused portion of the employee's vacation leave shall be carried over into the following fiscal year to a maximum of thirty (30) days leave.

Liquidation of Vacation Leave

During any vacation year, upon application by the employee and at the discretion of the Council, earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the employee's daily rate of pay as calculated from the employee's substantive position on March 31st of the previous vacation year.

14.06

Recall from Vacation Leave

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

- (a) in proceeding to his/her place of duty, and
- (b) in returning to the place from which he/she was recalled if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled, after submitting such accounts and within such time limits as are normally required by the Council.

14.07

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

14.08

Leave when Employment Terminates

When the employment of an employee is terminated for any reason, the employee or his/her estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his/her employment.

14.09

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

14.10

Where the employee requests, the Council shall grant the employee his/her unused vacation leave credits prior to termination of employment if this will enable him/her, for purposes of severance pay, to complete the first year of continuous employment in the case of lay-off and the tenth (10th) year of continuous employment in the case of resignation.

14.11

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 15 - SICK LEAVE

15.01

Credits

An employee shall earn sick leave credits at the following rate

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

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

15.02

Granting of Sick Leave

An employee shall be granted sick leave with pay when he/she is unable to perform his/her duties because of illness or injury provided that

- (a) he/she satisfies the Council of this condition in such a manner and at such time as may be determined by the Council, and
- (b) he/she has the necessary sick leave credits.

15.03

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 15.02(a):

- (a) if the period of leave requested does not exceed five (5) working days, and
- (b) on the understanding that in any given fiscal year, the employee may be granted up to a maximum of ten (10) days' sick leave wholly on the basis of statements signed by the employee.

15.04

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

15.05

Advance of Credits

When an employee has insufficient credits to cover granting of sick leave with pay under the provisions of clause 15.02, sick leave with pay **may**, at the discretion of the Council, be granted for a period of up to twenty-five (25) working days subject to the deduction of such advanced leave from any sick leave credits subsequently earned, or if an employee resigns the advanced leave shall be recovered by the Council by other means.

15.06

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.

15.07

If an employee becomes ill during a period of compensatory leave and such illness is supported by a medical certificate, the employee shall be granted sick leave and his/her compensatory leave credits shall be restored to the extent of any concurrent sick leave granted.

ARTICLE 16 - PART-TIME EMPLOYEES

16.01

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 Article 8, and at time and one-half (1 1/2) the hourly rate of pay for all hours of work performed in excess of those hours;
- (b) leave will only be provided
 - (i) where it may displace other leave as prescribed by this Agreement,
 - or
 - (ii) during those periods in which the employees are scheduled to perform duties;

- (c) the days of rest provisions of this collective agreement apply only in a week when the employee has worked five (5) days and a minimum of thirty-seven and one-half (37 1/2) hours in the week;
- (d) a part-time employee shall not be paid for the designated holidays but shall, instead be paid a premium of four and one-quarter percent (4.25%) for all straight-time hours during the period of part-time employment;
- (e) 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 13.01 of this agreement, the employee shall be paid time and one-half (1 1/2) the hourly rate of pay for all hours worked on the holiday;
- (f) 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 compare 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/her 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.

ARTICLE 17 - OTHER LEAVE WITH OR WITHOUT PAY

17.01

Validation

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

17.02

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 the employee's immediate family dies, an 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 he/she 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 one **(1)** day's bereavement leave with pay for the purpose related to the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he/she would have been eligible for bereavement leave with pay under paragraph (a), or (b) 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 clause 17.02 (a) and (b).

17.03

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

17.04

Injury-on-Duty Leave

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Council where it is determined by a provincial Workers' Compensation Board that he/she 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 wilful 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/her 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.

17.05

Personnel Selection Leave

Where an employee participates in a personnel selection process for a position in the Public Service, as defined in the Public Service Staff Relations Act, the Council shall grant leave of absence with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Council considers reasonable for the employee to travel to and from the place where his/her presence is so required, provided said place is within the employee's headquarters area.

17.06

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 17.06(A)(1) above:

(i) where the employee's new-born child is hospitalized within the period defined in sub-clause 17.06(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 new-born child is hospitalized;

the period of maternity leave without pay defined in sub-clause 17.06(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 17.06(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.

17.07

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 paragraph 17.07(B), provided that she:

- (1) has completed six (6) months of continuous employment before the commencement of maternity leave without pay,
- (2) provides the Council with proof that she has applied for and is in receipt of 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 of her return to work, as described in section (a), should she claim the full or only a portion of weeks of maternity allowance she is entitled to, 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 the number of weeks for which the allowance was paid;

(c) should she fail to return to work in accordance with section (a) with an Employer described in Schedule 1 of the *Public Service Staff Relations Act*, for reasons other than death, 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 section (b), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Council for the full amount of the maternity allowance she has received;

(d) should she return to work but fail to work the total number of hours as specified in section (b) with an Employer described in Schedule 1 of the *Public Service Staff Relations Act*, for reasons other than death, 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 section (b), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Council for an amount determined as follows:

(allowance received) X (number of hours not worked
following her return to work)
[total number of hours to be
worked as specified in (b)]

however, an employee whose specified period of employment expired and who is rehired by a Schedule 1 Employer of the *Public Service Staff Relations Act* 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 specified in section (b).

(4) For the purpose of sub-clause 17.07(A)(3)(b) and (d), 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 percent (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 17.07(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 17.07(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 17.07(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 17.07 (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 17.07(B)(4)(a), and subject to sub-clause 17.07(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.

17.08

Special Maternity Allowance for Totally Disabled Employees

- (A) An employee who:
- (1) fails to satisfy the eligibility requirement specified in sub-clause 17.07(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 17.07(A), except 17.07(A)(2) and 17.07(A)(3);

shall be paid, in respect of each week of maternity allowance not received for the reason described in sub-clause 17.08(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 17.07 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 17.08(A) (1) above.

17.09

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 thirty-five (35) consecutive weeks, or thirty-seven (37) consecutive weeks where the employee is subject to a waiting period referred to in 17.10 (C)(l) beginning on or after the date of the child's birth or the date of acceptance of custody of the child for adoption.
- (B) Notwithstanding paragraph (A):
- (1) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
 - or
 - (2) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,
- the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's **hospitalization** during which the employee was not on parental leave. However, the extension shall end not later than fifty-two (52) weeks after the day on which the child comes into the employee's care.
- (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 employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraph (A).

- (D) The Council may:
- (1) defer the commencement of parental leave without pay at the request of the employee;
 - (2) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (3) require an employee to submit a birth certificate or proof of adoption of the child.
- (E) Parental leave without pay taken by a couple employed in the Public Service shall not exceed a total of thirty-five (35) weeks, or thirty-seven (37) weeks where they are subject to a waiting period referred to in 17.10 (C)(I), for both individuals combined. For the purpose of this paragraph, Public Service means any portion of the Public Service of Canada specified in Schedule I of the *Public Service Staff Relations Act*.
- (F) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

17.10

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 paragraphs (C) to (I), 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 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 stating that:

(a) the employee will return to work on the **expiry** date of his/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 to work, as described in section (a), should the employee claim the full or only a portion of weeks of parental allowance he/she is entitled to, 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 the number of weeks for which the allowance was paid;

(c) should he or she fail to return to work in accordance with section (a) with an Employer described in Schedule 1 of the *Public Service Staff Relations Act*, for reasons other than death, 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 section (b), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Council for the full amount of the parental allowance he or she has received;

(d) should he or she return to work but fail to work the total number of hours as specified in section (b) with an Employer described in Schedule 1 of the *Public Service Staff Relations Act*, for reasons other than death, 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 section (b), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Council for an amount determined as follows:

(allowance received) X $\frac{\text{(number of hours not worked following his/her return to work)}}{\text{[total number of hours to be worked as specified in (b)]}}$

however, an employee whose specified period of employment expired and who is rehired by a Schedule 1 Employer of the *Public Service Staff Relations Act* 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 section (b).

(B) For the purpose of sections (A)(3)(b) and (d), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but will extend the eighteen (18) month period referred to in section VW)(b)-

(C) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:

- (1) where an employee is subject to a waiting period of two (2) weeks before receiving *Employment Insurance* parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (2) other than as provided in subparagraph (3) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of he *Employment insurance* parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period;
 - (3) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (2) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the *EI Act*.
- (D) At the employee's request, the payment referred to in subparagraph 17.10(C)(1) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.
- (E) The parental allowance to which an employee is entitled is limited to that provided in paragraph (C) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- (F) The weekly rate of pay referred to in paragraph (C) shall be:

- (1) 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;
 - (2) 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 subparagraph (1) 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.
- (G) The weekly rate of pay referred to in paragraph (F) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (H) Notwithstanding paragraph (G), and subject to subparagraph (F)(2), 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.
- (I) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (J) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

17.11

Special Parental Allowance for Totally Disabled Employees

(A) An employee who:

(1) fails to satisfy the eligibility requirement specified in sub-clause **17.10(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 **17.10(A)** except sub-clauses **17.10(A)(2)** and **17.10(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 **17.10(A)(1)**, 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 **17.10** 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 **17.11(A)(1)** above.

17.12

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 preschool age children (including children of common-law spouse) 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; 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 (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 for the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the calculation of vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

At the discretion of the Council, an employee who has proceeded on leave without pay under this clause, may change his or her return to work date.

17.13

Leave Without Pay for Personal Needs

Leave without pay will be granted for personal needs, in the following manner:

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for 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) An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause 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 maternity or parental leave without the consent of the Council.
- (d) 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 for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

17.14

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.

17.15

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 his/her absence 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 by himself/herself, 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) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;

- (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
 - (iv) five (5) days' marriage leave for the purpose of getting married provided that the employee gives the Council at **least** five (5) days' notice.
- (c) The total leave with pay which may be granted under sub-clause (b)(i), (ii), (iii) and (iv) shall not exceed five (5) days in a fiscal year.

17.16

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 two (2) 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.

17.17

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 federal or municipal elections in Canada, shall, for the purpose of casting his/her vote on an election day, be excused from his/her regular duties for a period sufficient to allow him/her three (3) consecutive hours to vote immediately prior to the closing of the polls. In exceptional circumstances where the distance that the employee must travel in order to cast his/her 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.

17.18

Leave With or Without Pay for Other Reasons

At its discretion, the Council may grant leave with pay or without pay for purposes other than those specified in this Agreement. Any period of leave without pay 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 for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

ARTICLE 18 - LEAVE - GENERAL

18.01

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, the employee is considered to have earned the amount of leave with pay granted to him/her.

18.02

When the employment of an employee who has been granted more vacation or sick leave with pay than the employee has earned is terminated by lay-off, the employee is considered to have earned the amount of leave with pay granted to him/her if at the time of lay-off the employee has completed two (2) or more years of continuous employment.

18.03

The amount of vacation leave and sick leave with pay credited to an employee by the Council at the time when this Agreement becomes effective, or at the time when he/she becomes subject to this Agreement, shall be retained by the employee.

18.04

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.

18.05

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

18.06

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

**ARTICLE 19 -EMPLOYEE PERFORMANCE REVIEW AND
EMPLOYEE FILES**

19.01

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

19.02

The Council agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

19.03

An employee shall be entitled once in each fiscal year to review his/her personnel file in the presence of a person **authorized** by the Council, if the employee so requests it in writing.

19.04

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.

ARTICLE 20 - NOTICE OF VACANCY

20.01

The Council will advertise internally any vacant position within the Translator grades.

20.02

Under the National Research Council Act the Council is empowered to appoint persons to the staff. Both parties appreciate that in order to maintain good staff morale it is desirable for the Council to make appointments from among well-qualified employees in this bargaining unit whenever it is reasonable to do so.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.01

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 of Appendix "E" of the National Joint Council By-Laws. |

21.02

If an employee so desires he/she may be assisted and/or represented by the Professional Institute when presenting a grievance at any level.

21.03

An employee, who is in the bargaining unit for which the Professional Institute has been granted certification, cannot be represented by any other employee organization in the presentation or reference to adjudication of a grievance.

21.04

Notwithstanding the contents of clause 21.02, an employee is not entitled to present any grievance relating to the interpretation or application in respect of him/her of a provision of this collective agreement or **arbitral** award unless he/she has the approval of and is represented by the Professional Institute, or any grievance relating to any action taken pursuant to an instruction, direction or regulation given or made as described in section 113 of the **PSSRA**.

21.05

There shall be two (2) levels in the grievance procedure. These levels shall be as follows:

First Level – The Director-General of the Institute or Branch in which the grievor is employed;

Final Level – The President of NRC. The President may delegate the responsibility for hearing grievances at the final level to the applicable Vice-President.

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 Professional Institute.

21.06

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.

21.07

Presentation of a Grievance

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.

21.08

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.

21.09

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 him/her of a provision of a statute, or of a regulation, by-law, direction or other instrument made or issued by the Council, dealing with terms and conditions of employment, or as a result of any other occurrence or matter affecting his/her 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 21.07 except that if there is another administrative procedure applicable to the employee provided by or under any Act of Parliament to deal with his/her specific complaint, such procedure must be followed.

21.10

At the request of an employee who has presented a grievance, the Professional Institute shall have the right to consult with the person designated to reply on the Council's behalf at that level of the grievance procedure to which the grievance has been presented for reply. Only at the final level will the Professional Institute be obliged to request such consultation by letter.

21.11

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

21.12

Time Limits

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.

21.13

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

21.14

An employee may present a grievance to the first level of the grievance procedure in the manner prescribed in clause **21.07**, not later than the twentieth (**20th**) day after the date on which he/she is notified orally or in writing or on which he/she first had good reason to be aware of the action or circumstance giving rise to such grievance.

21.15

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

- (a) when the decision or settlement is not satisfactory to him, within ten (10) days after that decision or settlement has been conveyed in writing to him/her by the Council, but shall not be entitled to do so after the said ten (10) days have elapsed, or
- (b) when the employee does not receive a decision within fifteen (15) days, the **grievor** may present his/her 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.

21.16

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.

21.17

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/her 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.

21.18

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 **21.05**;
- (b) the twenty (20) day time period within which the Council is to reply at the final level may be extended to a maximum of forty (40) days, by mutual agreement of the Council, the **grievor**, and where appropriate, an **authorized** representative of the Professional Institute.

21.19

The decision given by the Council at the final level in the grievance procedure shall be final and binding upon the employee unless the grievance may be referred to adjudication in accordance with section **92(1)** of the **PSSRA**.

21.20

When an employee has presented a grievance up to and including the final level in the grievance procedure with respect to:

- (a) the interpretation or application in respect of him/her of a provision of this Agreement or a related **arbitral** award, or
- (b) disciplinary action resulting in discharge, suspension or a financial penalty,

and his/her grievance has not been dealt with to his/her satisfaction, he/she may refer the grievance to adjudication in accordance with the provisions of the **PSSRA** and its Regulations.

21.21

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.

21.22

An employee may abandon his/her 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.

21.23

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 in the opinion of the Council, and after consultation with the Professional Institute, the employee was unable for reasons beyond his/her control to comply with the prescribed time limits.

21.24

No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat, to cause an employee to abandon his/her grievance or refrain from exercising his/her right to present a grievance, as provided in this Agreement.

21.25

Informal Discussion

An employee who wishes to do so may discuss a complaint (oral grievance) with his/her immediate supervisor, or Director General before presenting a grievance.

ARTICLE 22 - JOINT CONSULTATION

22.01

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

22.02

The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties.

22.03

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.

ARTICLE 23 - SEVERANCE PAY

23.01

For the purpose of determining the amount of severance pay to which an employee is entitled under this Article his/her years of continuous service shall be reduced by any period of continuous service in respect of which he/she was granted severance pay, retiring leave, rehabilitation leave or a cash gratuity in lieu thereof by the Public Service, a federal crown corporation, the Canadian Armed Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under Article 23 be pyramided.

23.02

Lay-off

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

23.03

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

23.04

Subject to clause 23.01, in the case of an employee who is laid off for the first time, the amount of severance pay shall be two (2) weeks' pay for the first and one (1) week's pay for each succeeding complete year of continuous service 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.

23.05

Subject to clause 23.01, in the case of an employee who is laid off for a second or subsequent time, the amount of severance pay shall be one (1) weeks pay for each completed 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, less any period in respect of which he/she was granted severance pay under 23.04 above.

23.06

Resignation

- (a) Subject to clauses 23.01 and 23.07, an employee who has ten (10) or more years of continuous service is entitled to be paid on resignation from the Council severance pay equal to the amount obtained by

multiplying half of his/her weekly rate of pay on effective date of resignation by the number of completed years of his/her continuous service to a maximum of twenty-six (26), except that clause 23.06 shall not apply to an employee who resigns to accept employment in the Public Service or a federal crown corporation that accepts the transfer of leave credits.

- (b) Notwithstanding clause 23.01 and 23.06 (a), an employee who resigns to accept an appointment with an **organization** listed in **Part II** of Schedule I of the Public Service Staff Relations Act may choose not to be paid severance pay provided that the appointing **organization** will accept the employee's Part II service for its severance pay entitlement.

23.07

Retirement

Subject to clause 23.01, on termination of employment:

- (a) an employee who is entitled to an immediate annuity under the Public Service Superannuation Act, or when he/she is entitled to an immediate annual allowance under the Public Service Superannuation Act, or having attained the age of sixty-five,

or

- (b) a part-time employee, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and who, if he/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,

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

23.08

Death

Subject to clause 23.01, regardless of any other benefit payable, if an employee dies, there shall be paid to his/her 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.

23.09

Release for incapacity or Incompetence

Subject to clause 23.01, an employee who is released for incapacity shall on termination of employment be entitled to severance pay on the basis of one (1) week's pay for each completed year of continuous service with a maximum benefit of twenty-eight (28) weeks.

Subject to clause 23.01, an employee who has completed more than ten (10) years of continuous service and ceases to be employed by reason of release for incompetence, shall on termination of employment be entitled to one (1) week's pay for each completed year of continuous service with a maximum benefit of twenty-eight (28) weeks.

23.10

Rejection on Probation

Subject to clause 23.01, on rejection on probation, 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 a 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.

23.11

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

ARTICLE 24 - CONTRACTING OUT

24.01

The Council will continue past practice in giving all reasonable consideration to continued service in the Council to employees whose services to the Council would otherwise become redundant because 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 25 - TRAVELLING

25.01

Where an employee is required by the Council to travel outside of his/her headquarters area and on government business as these expressions are normally defined by the Council, and such travel is approved by the Council, his/her method of travel shall be determined by the Council and he/she shall be compensated in the following manner:

- (a) On a normal working day on which the employee 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 seven and one half (7 ½) hours, and
 - (ii) at the applicable overtime rate for additional travel time in excess of a seven and one half (7 ½) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate in any day.
- (c) On his/her day of rest or on his/her designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the straight-time rate.

25.02

Clause 25.01 shall not apply to any period in excess of the normal work day during which the employee is resident in any accommodation for which the Council or its agent absorbs the cost. However, travelling time shall include time necessarily spent at each stop-over up to a maximum of three (3) hours at each such stop-over.

25.03

Clause 25.01 above does not apply to an employee required to perform work in any type of transport in which he/she is travelling. In such circumstances, the employee shall receive the greater of:

- (a) on his/her normal working day, his/her regular pay for the day, or

- (b) pay for actual hours worked in accordance with Articles 8, 9 and 13 of this Agreement.

25.04

- (a) Travel time shall be compensated in cash, except where upon request of an employee and with the approval of the Council, travel time shall be compensated by leave with pay. The duration of such leave shall be equal to the travel time multiplied by the appropriate rate of payment and payment shall be based on the employee's hourly rate of pay in effect on the date immediately prior to the day on which the leave is taken.

- (b) Consistent with operational requirements and subject to adequate advance notice by the employee, the Council shall grant compensatory leave at times which are mutually acceptable to the employee and to the Council.

- (c) Compensatory leave credits earned under the provisions of this Article but not granted by the end of March of each fiscal year will be liquidated by means of compensation to the employee on the basis of one (1) hour's pay at straight-time rate for each hour of compensatory leave credit so liquidated, except that an employee, upon application, shall be permitted to carry over to the next fiscal year a total amount of compensatory leave credits, earned under this article and under article 9 (Overtime), of up to thirty-seven and one-half (37 ½) hours.

ARTICLE 26 - CAREER DEVELOPMENT

26.01

Education Leave

- (a) An employee may be granted education leave for varying periods of up to one year to attend a **recognized** institution for additional or special training in some field of education in which special preparation is needed to enable the applicant to fill his/her present role more adequately, or to undertake studies in some field in which training is needed in order to provide a service which the Council requires or is planning to provide.
- (b) Normally, an employee on education leave shall receive allowances in lieu of salary equivalent to not less than fifty percent (50%) of his/her basic salary except that where the employee receives a grant, **bursary** or scholarship the education leave allowance may be less than fifty percent (50%) of the employee's basic salary. In special circumstances an employee may be granted education leave without pay.
- (c) Any allowance already being received by the employee and not part of his/her 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 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 commencement of the leave to return to the service of the Council for a period of not less than twice the period of the leave granted.

If the employee:

- (i) fails to complete the course,
- (ii) does not resume his/her employment with the Council following completion of the course, or
- (iii) ceases to be employed, except by reason of death or lay-off, before termination of the period he/she has undertaken to serve after completion of the course

he/she shall repay the Council all allowances paid to him/her during the education leave or such lesser sum as shall be determined by the Council.

26.02

Professional Development

- (a) The parties to this Agreement share a desire to improve professional standards by giving employees the opportunity on occasion to participate in seminars, workshops, short courses or similar out-service programs for the development of knowledge and skills in their respective fields.
- (b) An employee may apply at any time for professional development under this clause, and the Council may select an employee at any time for such professional development.
- (c) When an employee is selected 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 selected for professional development under this clause will continue to receive his/her normal compensation including any increase for which he/she may become eligible. The employee shall not be entitled to any compensation under Article 9 (Overtime) and Article 25 (Travelling) while on professional development under this clause.
- (e) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Council deems appropriate.

26.03

Attendance at Conferences and Conventions

- (a) An employee shall have the opportunity, subject to operational requirements, to attend a reasonable number of conferences or conventions related to his/her field of **specialization** in order to benefit from an exchange of knowledge and experience with his/her professional colleagues. The Council may grant leave with pay and reasonable expenses, including registration fees, to attend such gatherings, subject to budgetary constraints as determined by the Council.
- (b) An employee who attends a conference **or** convention on the written instruction of the Council to represent the interests of the Council shall be deemed to be on duty and, as required, in travel status.
- (c) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his/her field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his/her payment of registration fees and reasonable travel expenses.

26.04

An employee shall not be entitled to any compensation under Article 9 (Overtime) and Article 25 (Travelling) in respect of hours he/she is in attendance at or travelling to or from a seminar, workshop, short course or similar out service program under the provisions of this Article except as provided in 26.03 (b) above.

26.05

Examination Leave

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

ARTICLE 27 - NATIONAL JOINT COUNCIL AGREEMENTS

27.01

Subject to Section 1.1 of Appendix "E" of the National Joint Council By-laws, agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, will form part of this collective agreement, subject to the Public Service Staff Relations Act (PSSRA) and any legislation by Parliament that has been or maybe, as the case may be, established pursuant to any Act specified in Schedule III of the PSSRA.

27.02

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 28 – RELIGIOUS OBSERVANCE

28.01

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

28.02

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

28.03

Notwithstanding clause 28.02, 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.

28.04

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 29 - AGREEMENT RE-OPENER

29.01

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 30 - DURATION AND RENEWAL

30.01

The duration of this Collective Agreement shall be from the date it is signed to 20 June 2002, and unless otherwise expressly stipulated the provisions of this Agreement shall become effective on the date it is signed.

30.02

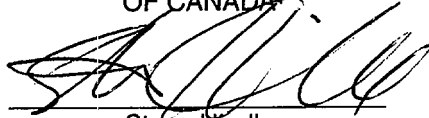
Notwithstanding the preceding, this Agreement shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

30.03

Signed at Ottawa, Ontario on this 9th day of the month
of February 2001.


PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE
OF CANADA

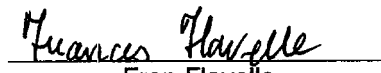
NATIONAL RESEARCH
COUNCIL OF CANADA

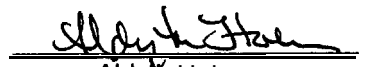

Steve Hindle


Peter Devitt


Martine Gay


Robert Hart

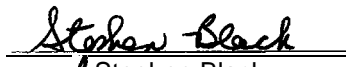

Fran Flavelle



Aldyth Holmes


Alexandra Shaw


Robert Bowen


Richard Bellaire


Stephen Black


Robert Luce

NATIONAL RESEARCH COUNCIL

RATES OF PAY

- Effective : 1. 21 June 1999 (all rates of pay increased by 2%)
 2. 21 June 2000 (all rates of pay increased by 2.5%)
 3. 21 June 2001 (all rates of pay increased by 2.5%)

TRANSLATOR 1

From:	19756	-	41156	**	(\$10 intervals)
1:	20151	-	41979	**	(\$10 intervals)
2:	20655	-	43029	**	(\$10 intervals)
3:	21171		44104	.	(\$10 intervals)

TRANSLATOR 2

From:	38578	40473	42372	44266	46167	48058	49954	#
1:	39350	41282	43219	45151	47090	49019	50953	#
2:	40333	42315	44300	46280	48268	50245	52227	#
3:	41342	43372	45407	47437	49474	51501	53533	#

TRANSLATOR 3

From:	48100	50361	52618	54875	57138	59399	#
1:	49062	51368	53670	55973	58281	60587	#
2:	50289	52652	55012	57372	59738	62102	#
3:	51546	53969	56387	58806	61231	63654	#

Annual increments may be approved to the maximum of the grade.

** Semi-annual increments of at least \$300 may be approved to the top of this grade.

MEMORANDUM OF AGREEMENT
RE: COLLECTIVE AGREEMENT COVERING
EMPLOYEES IN THE
TRANSLATOR GROUP
BETWEEN
NATIONAL RESEARCH COUNCIL OF CANADA
AND
PROFESSIONAL INSTITUTE OF THE PUBLIC
SERVICE OF CANADA

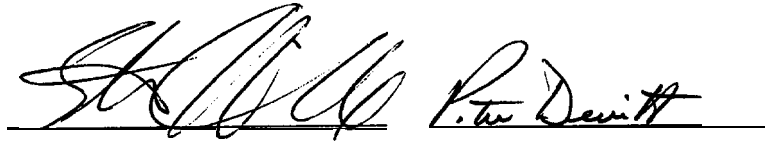
1. The following guidelines will apply in determining the eligibility of "discontinuous service" in connection with the administration of vacation leave in Article 14 of the Collective Agreement signed covering NRC Translators.
 - (a) **Definitions**
 - (i) "Public Service" means Public Service as defined in the Public Service Staff Relations Act, Schedule 1.
 - (ii) "Service" means, for purposes of vacation leave in Article 14, pensionable employment in the Public Service but excludes:
 - (i) Elective service outside the Public Service, such as pensionable service approved under a reciprocal transfer agreement;
 - (ii) Service that was accumulated by a person who was not ordinarily required to work more than thirteen and one-half (13 1/2) hours a week; and
 - (iii) Casual employment for a continuous period of six (6) months or less.
 - (b) With the exception of those periods of service for which the employee takes or has taken severance pay, retiring leave, or a cash gratuity in lieu of retiring leave upon leaving the Public Service, any periods of discontinuous service and any service or employment which previously

counted for this purpose which occurred prior to the signing of this collective agreement on 9 February 2001 will count in the determination of vacation leave earnings in respect of an employee on strength, on the date this collective agreement is signed and will count in future if such employee terminates his/her employment and is subsequently **re-employed** by NRC.

(c) Signed at Ottawa, this 9th day of the month of February 2001.

Duration

This Memorandum of Agreement shall have the same duration as the Collective Agreement signed on 9 February 2001 Covering employees in the Translator Group.



PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE
OF CANADA

NATIONAL RESEARCH
COUNCIL OF CANADA

**MEMORANDUM OF AGREEMENT
ON BEHALF OF THE
TRANSLATOR 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

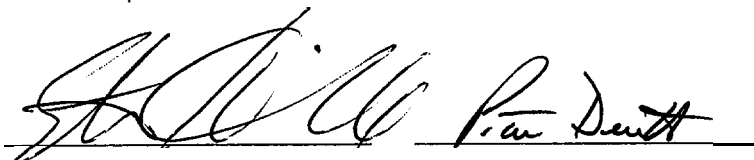
- (2) The implementation of a compressed work week schedule will require the mutual agreement of the Council and the employee(s) in the workplace affected.
- (3) Where there is no mutual agreement to implement a compressed work week schedule, hours of work will be scheduled in accordance with the collective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

- (7) 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.
- (8) This Memorandum of Agreement replaces the compressed work week Memorandum of Agreement signed on April 21, 1987.

Signed at Ottawa, this 9th day of the month of February 2001.

Duration

This Memorandum of Agreement shall have the same duration as the Collective Agreement signed on 9 February 2001 covering employees in the Translator Group.



PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE
OF CANADA

NATIONAL RESEARCH
COUNCIL OF CANADA

**LETTER OF UNDERSTANDING
BETWEEN THE
NATIONAL RESEARCH COUNCIL
AND THE
PROFESSIONAL INSTITUTE OF THE PUBLIC
SERVICE OF CANADA
WITH RESPECT TO
CARRY-OVER OF VACATION LEAVE CREDITS
FOR THE
TRANSLATOR GROUP**

This will confirm the understanding reached by the parties regarding the grandfathering of vacation leave credits for certain employees.

Specifically, employees who on March 31, 1991 have in excess of 30 days of unused vacation leave credits, shall be grandfathered at the number of days credits in their bank at that time. Should this level decrease at any time, the new lower level will replace the level established on 31 March 1991 until such a time as the employee is within the 30 day maximum agreed to in negotiations.

Signed on this 9th day of the month of February 2001.

A handwritten signature in black ink, appearing to read "P. DeWitt", is written over a horizontal line. The signature is stylized and cursive.

PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE
OF CANADA

NATIONAL RESEARCH
COUNCIL OF CANADA