AGREEMENT BETWEEN

THE NATIONAL RESEARCH COUNCIL OF CANADA

AND

THE RESEARCH COUNCIL EMPLOYEE'S ASSOCIATION

GROUP: ADMINISTRATIVE SERVICES (AS)

EXPIRY: 30 APRIL 2015

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Asterisks (**) denote that changes from the previous Collective Agreement have been made to the text that follows the asterisks.

PART I

ARTICLE 1 - RECOGNITION

1.1 The Council recognizes the Association as the exclusive bargaining agent for all employees of the Council described in the certificate issued by the former Public Service Staff Relations Board on the twenty-eighth day of January 1969, covering all employees in the Administrative Services Group.

ARTICLE 2 - APPLICATION

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

2.2 In this agreement, words importing the masculine gender shall include the feminine gender and vice versa.

2.3 Both the English and French texts of this agreement shall be official.

ARTICLE 3 - PURPOSE OF AGREEMENT

3.1 The purpose of this Agreement is to:

3.1.1 Set forth certain terms and conditions of employment which affect the employees covered by this Agreement;

3.1.2 Maintain harmonious and mutually beneficial relationships among the Council, the employees and the Association, and

3.1.3 Promote a high level of productivity and achievement by employees during the execution of their duties at the Council.

ARTICLE 4 - INTERPRETATION AND DEFINITIONS

4.1 For the purpose of this Agreement,

4.1.1 “Association” means the Research Council Employees’ Association («Association»);

4.1.2 “bargaining unit” means the employees of the Council described in article 1 of the Agreement («unité de négociation»);

4.1.3 a “common-law partner” refers to a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year («conjoint de fait»);.

4.1.4 **"**compensatory leave" means leave with pay in lieu of a payment as provided for in this collective agreement and such leave with pay will be computed and credited to the employee at the same applicable overtime rate as if the overtime had been compensated monetarily («congé compensateur»);

4.1.5 "continuous service" and "continuous employment" have the same meaning as in the existing rules and regulations of the Council on the date of the signing of this Agreement («service continu» ou «emploi continu»);

4.1.6 the "Council", "Employer" or "NRC", means the National Research Council Canada («Conseil», «employeur» ou «CNRC»);

4.1.7 "daily rate of pay" means an employee's weekly rate of pay divided by five (5) («taux quotidien de traitement»);

4.1.8 "day" means the period of twenty-four (24) consecutive hours commencing at 00:01 hours local time («jour»);

4.1.9 "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 work other than by reason of being on leave of absence. An employee receives no pay for a day of rest unless required by the Council to work on such a day or unless the employee is entitled to pay on such a day under the provisions of this collective agreement («jour de repos»);

4.1.10 "designated holiday" means the twenty-four (24) hour period commencing at 00:01 hour on a day designated as a holiday in this Agreement («jour désigné férié»);

4.1.11 "double time" means twice (2) the straight-time rate («temps double»);

4.1.12 "employee" means a person so defined in the *Public Service Labour Relations Act*, and who is a member of the bargaining unit specified in article 1 («employé»);

4.1.13 "headquarters area" has the same meaning as given to the expression in the NRC Travel Directive and as may be amended from time to time («zone d'affectation»);

4.1.14 "hourly rate of pay", "basic hourly rate of pay" and "straight-time rate" means the employee's weekly rate of pay divided by the employee's normal weekly hours of work («taux de rémunération horaire»);

4.1.15 an "increment" or "pay increment" is a salary increase from one salary step to the next higher step in the range of rates for any one of the classification levels in the Schedule of Pay («augmentation» ou «augmentation de traitement»);

4.1.16 “lay-off” means termination of services of an employee by the Council because of lack of work or because of the discontinuance of a service or a function («licenciement (mise en disponibilité)»);

4.1.17 “leave of absence” means permission to be absent from duty granted to an employee by an authorized officer of the Council («congé»);

4.1.18 “may” shall be regarded as permissive, “shall” and “will” as imperative and “should” as informative, only («peut»);

4.1.19 “membership dues” means the dues established pursuant to the constitution of the Association as the dues payable by employees as a consequence of their membership in the Association and shall not include any initiation fee, insurance premium or special levy («cotisations» ou «retenues syndicales»);

4.1.20 “new employee” in this Agreement may, according to context, either refer to an employee who is appointed from outside the Council to the bargaining unit specified in article 1, or from within the Council to the bargaining unit described in article 1 after the date on which the Agreement becomes effective («nouvel employé»);

4.1.21 “practicable” shall be regarded as “physically possible” and “practical” or “suitable” shall be regarded as “reasonable in the circumstances” («possible»);

4.1.22 the “singular” shall include the “plural” and words in the plural shall include the “singular” unless a contrary intention is clearly indicated («singulier»);

4.1.23 “steward” means an employee who is a representative of the Association subject to the limitations of this agreement (Appointment And Time Off For Stewards) («délégué syndical»);

4 1.24 “time and one-half” means one and one-half (1 1/2) times the straight-time rate («temps et demi»);

4.1.25 “week” for the purposes of this Agreement shall be deemed to commence at 00:01 hour on Monday and terminate at 24:00 hours on Sunday («semaine»);

4.1.26 “weekly rate of pay” means an employee’s annual rate of pay divided by 52.176 («taux de rémunération hebdomadaire»);

4.1.27 “fiscal year” shall mean the period of time from April 1st to March 31st inclusive, in the next following year (« année fiscale » ou « année financière »);

4.2 Except as otherwise provided in this Agreement, expressions used in this Agreement;

4.2.1 if defined in the *Public Service Labour Relations Act*, have the same meaning as given to them in the *Public Service Labour Relations Act*, and

4.2.2 if defined in the *Interpretation Act*, but not defined in the *Public Service Labour Relations Act*, have the same meaning as given to them in the *Interpretation Act*.

ARTICLE 5 - JOINT CONSULTATION

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

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

ARTICLE 6 - CHECK-OFF

6.1 Except as provided in clause 6.4, the Council will, as a condition of employment make every reasonable effort to have deducted through *Public Works and Government Services Canada,* an amount equal to the amount of the membership dues from the monthly pay of all employees in the bargaining unit covered by this Agreement. The amounts deducted shall be remitted by cheque to the Association within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

6.2 The Association shall inform the Council in writing of the authorized monthly deduction to be checked off for each employee defined in clause 6.1.

6.3 For the purpose of applying clause 6.1, deductions from pay for each employee in respect of each month will start with the first full month of employment or membership to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any month to permit deductions, the Council shall not be obligated to make these deductions from subsequent salary.

6.4 An employee who satisfies the Council by declaring in an affidavit filed with the Council that the employee is a member of a religious organization whose doctrine prevents the employee as a matter of conscience from making financial contributions to an employee organization and that the employee will make contributions to a charitable organization as defined in the *Income Tax Act* equal to membership dues, shall not be subject to this article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved.

6.5 The Council agrees to make every reasonable effort to continue past practice of having deductions made for other purposes on the basis of production of appropriate documentation through Public Works and Government Services Canada.

6.6 The Association 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 7 - INFORMATION

7.1 The Council shall provide the Association, on a monthly basis, with a list of employees who have entered or who have left the bargaining unit specified in article 1 during the month. The list shall include the name, Institute/Branch/Program/Technology Centre and classification level.

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7.2 The Council shall make available a copy of this Agreement and a copy of any supplementary agreement that amends or changes this Agreement to every employee who is a member of the bargaining unit specified in article 1 as of the date of the signing of this Agreement, and in addition, each employee entering the bargaining unit specified in article 1 shall be provided with a copy of this Agreement. For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to this Agreement.

ARTICLE 8 - PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

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

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

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

ARTICLE 9 - PART-TIME EMPLOYEES

9.1 **Definition**

9.1.1 Part-time employee means a person whose normal scheduled hours of work are less than the weekly hours of work prescribed in the "Hours of Work" article, but not less than those prescribed in the *Public Service Labour Relations Act*.

9.2 **General**

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

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

and

at the applicable overtime rate of pay as specified by the Overtime article.

9.2.1.2 leave will only be provided during those periods in which the employees are scheduled to perform their duties;

or

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

9.2.1.3 The days of rest provisions of this Agreement only apply on a day which is normally a day of rest for a full-time employee.

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

9.2.1.5 A part-time employee shall not be paid for the designated holidays but shall, instead, be paid a premium of four decimal two five (4.25) percent for all straight-time hours during the period of part-time employment.

9.2.1.6 When a part-time employee is required to work on a day which is prescribed as a designated holiday for a full-time employee in the Designated Holidays article of this agreement, the employee shall be paid time and one-half (1 1/2) the straight-time rate of pay for

the first seven decimal five (7.5) hours worked on the holiday and double time (2) thereafter.

9.2.1.7 A part-time employee shall be eligible for a pay increment on the first day of the month which is nearest to the anniversary date of the employee's appointment to his classification level.

9.2.1.8 Notwithstanding clause 9.2.1, there shall be no prorating of a day in Article 35.2, Bereavement Leave.

ARTICLE 10 - ILLEGAL STRIKES

10.1 The *Public Service Labour Relations Act* provides penalties for engaging in illegal strikes.

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

ARTICLE 11 - MANAGEMENT RIGHTS

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

ARTICLE 12 - STATE SECURITY

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

ARTICLE 13 - PRECEDENCE OF LEGISLATION

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

ARTICLE 14 - MEDICAL AND HOSPITAL INSURANCE

14.1 Current practices will prevail for the duration of this Agreement, except that any changes in medical or hospital insurance plans, including the premium payable by employees, applicable to the majority of those employed in the Public Service for whom the Treasury

Board is the employer, will during the life of this Agreement be applicable to the employees under this Agreement.

ARTICLE 15 - SAFETY AND HEALTH

15.1 The Council shall continue to make all reasonable provisions for the occupational safety and health of employees. The Council will welcome suggestions on the subject from the Association and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

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

ARTICLE 16 - STANDARDS OF DISCIPLINE

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

- oral reprimand,
- written reprimand
- suspension
- demotion
- termination

16.2 When an employee is required to attend a meeting, the purpose of which is to investigate a disciplinary matter concerning the employee or to render a disciplinary decision concerning the employee, the employee is entitled to have, upon request, a representative of the Association attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting and shall be informed of the reason for it.

16.3 When an employee is suspended from duty, demoted or terminated due to a disciplinary infraction, the Council shall notify the employee, in writing, of the reason(s) for the suspension, demotion or termination. The Council shall endeavor to provide this written notification at the time of the suspension, demotion or termination.

16.4 When an employee feels aggrieved by the application of any disciplinary action which was applied, or in the employee's opinion was applied, to the employee by the Council, the employee may present a grievance in accordance with the Grievance Procedure Article of this Agreement.

16.5 Except in the case of an oral reprimand, the Council shall provide an employee with a written record of any disciplinary action taken by the Council against the employee after the date of signing of this Agreement, and such written record shall include the reason for the disciplinary action.

16.6 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.

16.7 The Council agrees not to introduce as evidence in an adjudication hearing any document from the file of an employee where the employee was not aware of its existence:

16.7.1 at the time of requesting the services of an adjudicator

or

16.7.2 within a period of five (5) consecutive working days after the Council has been informed that the employee has requested the services of an adjudicator, whichever occurs later.

16.8 Any document or written statement related to disciplinary action, which may have been placed on the employee's Personnel file shall be destroyed from the employee's Personnel file after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during the two (2) year period. This two (2) year period will automatically be extended by the length of any period of leave without pay in excess of three (3) months.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 National Joint Council Grievance

In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) 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 the NJC By-Laws

17.2 General Intent

The parties agree that the purpose of the procedures set out in this article is to maintain good relations between employees and management by providing methods of resolving complaints quickly and fairly.

17.3 Informal Discussions Prior to Grievance

The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When an employee, within the time limits prescribed in clause 17.9 gives notice to a representative, as designated by the Council in accordance with clause 17.8 that he wishes to take advantage of this clause, it is agreed that the period between the

initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

17.4 **Type of Grievance**

17.4.1 **Individual Grievance**

Subject to clause 17.5 and as provided in section 208 of the PSLRA, an employee is entitled to present a grievance in the manner prescribed in clause 17.10 if the employee feels aggrieved

(a) by the interpretation or application in respect of the employee, of

(i) a provision of a statute or regulation, or a by-law, direction or other instrument made or issued by the Council, dealing with terms and conditions of employment;

or

(ii) a provision of a collective agreement or an arbitral award;

or

(b) as a result of any other occurrence or matter affecting the employee's terms and conditions of employment.

17.4.1.1 **Individual Grievance Limitations**

An employee cannot file an individual grievance on a policy of the Council if

(i) that employee has filed a complaint on that policy

and

(ii) that policy precludes the filing of both a complaint and a grievance on the same matter.

17.4.2 **Group Grievance**

Subject to clause 17.5 and section 215 of the PSLRA, the Association may present to the Council a group grievance on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

17.4.2.1 **Consent Required**

In order to present a group grievance, the Association must first obtain the written consent of each of the employees concerned.

17.4.2.2 **Group Grievance Limitations**

An employee cannot be included in a group grievance on a policy of the Council if:

(i) that employee has filed a complaint on that policy

and

(ii) that policy precludes the filing of both a complaint and a grievance on the same matter.

17.4.3 **Policy Grievance**

Subject to clause 17.5 and section 220 of the PSLRA, the Association may present a policy grievance to the Council in respect of the interpretation or application of the collective agreement or an arbitral award.

17.5 **General Limitations**

An individual, group or policy grievance cannot be presented

(a) if another administrative procedure for redress is provided by or under any Act of Parliament to deal with the specific complaint, other than the *Canadian Human Rights Act;*

(b) in respect of the right of equal pay for work of equal value;

(c) in relation to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

17.6 **Right to Grieve**

No person acting on behalf of the Council or an excluded person who occupies a managerial or confidential position shall seek by intimidation, by threat of termination or by any other kind of threat, to cause an employee to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this Agreement.

17.7 **Right to Presentation**

17.7.1 An employee may be assisted and/or represented by the Association when presenting a grievance.

17.7.2 An employee is not entitled to present a grievance relating to the interpretation or application of a provision of this collective agreement or of an arbitral award unless the employee has the approval of and is represented by the Association.

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

17.8 **Procedure**

17.8.1 With respect to individual grievances, the Council shall designate representatives authorized to receive individual grievances and to reply on the Council's behalf at each applicable level in the grievance procedure. The Council shall inform each employee to whom the procedure applies of the name, title and address of these representatives. 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.

17.8.2 With respect to group and policy grievances, the Council shall designate representatives authorized to receive such grievances and to reply on the Council's behalf at each applicable level in the grievance procedure and shall notify the Association, in writing, of the name, title and address of such representatives.

17.8.3 The number of levels in the grievance procedure currently prescribed for the Institute/Branch/Program/ Technology Centre in which the employee works shall apply to the employee. There shall be no more than a maximum of two (2) steps in the individual and group grievance procedure.

17.8.4 There shall be one (1) level only in the case of a policy grievance.

17.8.5 The Association shall have the right to consult with the person designated to reply on the Council's behalf at the appropriate level of the grievance procedure and the griever shall have the right to be present at such consultations. Only at the final level will the Association be obliged to advise the Labour Relations Group of such request to consult.

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

17.9 **Time Limits**

In determining the time within which any action is to be taken as prescribed in this procedure, reference to the word "day" shall mean a calendar day.

17.9.1 In the case of an individual or group grievance, the grieving party (the employee or the Association, as the case may be), may present a grievance to the first level of the grievance procedure in the manner prescribed in clause 17.10, not later than the thirty-fifth (35^{th}) day after the date on which the grieving party was notified, either verbally or in writing, or first had knowledge of the action or circumstance giving rise to such grievance.

17.9.2 The Council shall normally reply to an individual or group grievance at any level of the grievance procedure, except the final level, not later than twenty (20) days after the grievance is received and within thirty-five (35) days where the grievance is presented at the final level.

17.9.3 An individual or group grievance may be presented for consideration at each succeeding level in the grievance procedure beyond the first level either

(a) when the decision or settlement is not satisfactory to the grieving party within fifteen (15) days after that decision or settlement has been conveyed in writing to the grieving party by the Council, but shall not be entitled to do so after the said fifteen (15) days have elapsed,

or

(b) when the grieving party does not receive a decision within twenty (20) days after the grievance is received, it may present the grievance for consideration at the next higher level within forty (40) days after the last day the grieving party was entitled to receive a reply but shall not be entitled to do so after the said forty (40) days have elapsed.

17.9.4 An individual grievance may be presented directly at the final level of the grievance process without it having been presented at a lower level if the individual grievance relates to classification, a demotion or a termination of employment.

17.9.5 Unless a grievance relates to classification, the thirty-five (35) day time period within which the Council is to reply at the final level may be extended to a maximum of fifty (50) days, by mutual agreement of the Council, the griever, and where appropriate, the Association.

17.9.6 The Council shall reply to a classification grievance not later than eighty (80) days after the grievance is received.

17.9.7 In the case of a policy grievance, the Association may present a grievance in the manner prescribed in clause 17.10, not later than the thirty-fifth (35^{th}) day after the date on which the Association was notified, either verbally or in writing, or first had knowledge of the action or circumstance giving rise to such grievance.

17.9.8 The Council shall normally reply to a policy grievance not later than twenty (20) days after the grievance is received.

17.9.9 The time limits stipulated in this Article may be extended by mutual agreement between the Council, the griever, and where appropriate, the Association.

17.10 **Receipt and transmission**

17.10.1 A grieving party who wishes to present a grievance at any prescribed level in the grievance procedure shall submit the grievance to the representative of the Council authorized to deal with grievances at the first step of the grievance

procedure. This representative shall provide the grieving party with a receipt indicating the date on which the grievance was received.

17.10.2 When it is necessary 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 grieving party may present this 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 grieving party and the Council shall use registered mail.

17.10.3 A grievance 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.

17.11 **Withdrawal and Abandonment of Grievance**

17.11.1 A grievance may be withdrawn at any level by written notice to the designated officer of the Council responsible to reply at the first level of the grievance procedure.

17.11.2 A grievance that is not presented to the next higher level within the prescribed time limits, shall be deemed to have been abandoned unless the Council, after consultation with the grieving party, is of the opinion that the grieving party was unable, for reasons beyond its' control, to comply with the prescribed time limits.

17.12 **Decisions**

17.12.1 When an employee is represented by the Association in the presentation of a grievance, the Council shall provide the Association with a copy of the Council's decision at each level of the grievance procedure at the same time the Council's decision is conveyed to the employee.

17.12.2 The decision given by the Council at the final level of the grievance procedure shall be final and binding unless the grievance is referred to adjudication in accordance with the PSLRA.

17.13 **Reference to Adjudication**

17.13.1 When an employee has presented an individual grievance up to and including the final level of the grievance procedure with respect to:

(a) the interpretation or application of a provision of the collective agreement or a related arbitral award,

or

(b) disciplinary action resulting in termination, demotion, suspension or a financial penalty

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

17.13.2 When a group grievance has been presented up to and including the final level of the grievance procedure and has not been dealt with to its satisfaction, the Association may refer the grievance to adjudication in accordance with the PSLRA and Regulations.

17.13.3 When a policy grievance has not been dealt with to its satisfaction, the Association may refer the grievance to adjudication in accordance with the PSLRA and Regulations.

ARTICLE 18 – JOB DESCRIPTION

18.1 Upon request to an authorized management representative, an employee shall be entitled to receive a copy of the most recent job description containing the duties and responsibilities of the employee's position including the point value and classification level.

18.2 Where upon receipt of the most recent job description, the employee believes that it does not represent the current duties and responsibilities of the position, the employee is entitled to submit a new job description setting out the duties and responsibilities as the employee understands them to be and to request a review of such duties and responsibilities.

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

ARTICLE 19 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

19.1 An employee shall be given an opportunity to sign any formal review of his performance and shall also be given an opportunity to sign all adverse reports pertaining to the performance of his duties in his current position which are placed on his personal file, to indicate that its contents have been read. The employee's signature shall not indicate his concurrence with the statements.

19.2 A copy of the formal review and/or reports shall be provided to the employee.

19.3 An employee has the right to make written comments to be attached to the performance review and/or adverse reports.

19.4 The personnel file of an employee may be accessed by the employee at least once a year in the presence of a person approved by the Council, provided that the employee so requests it in writing.

ARTICLE 20 - NATIONAL JOINT COUNCIL AGREEMENTS

20.1 Subject to 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 Labour Relations Act* (PSLRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act prescribed in Schedule III of the PSLRA.

20.2 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 Labour Relations Board has made a ruling pursuant to (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

20.3 The following directives, as amended from time to time by National Joint Council recommendation and which have been approved by the National Research Council Canada, form part of this Agreement:

- Bilingualism Bonus Directive
- Commuting Assistance Directive
- Occupational Health and Safety Directive
- Relocation Directive
- Travel Directive
- First Aid to the General Public – Allowance for Employees
- Public Service Health Care Plan
- Uniforms Directive

20.4 During the term of this Agreement, other directives may be added to the above noted list.

20.5 Grievances in regard to the above directives shall be presented in accordance with cause 17.1 of the Grievance Procedure article of this Agreement.

ARTICLE 21 - RESIGNATION (A LETTER)

21.1 An employee who has resigned shall be entitled, on request, to receive on or about the last day of work, a letter from the Council, as represented by the Director General of the

Human Resources Branch, in which the following information is provided: the name of the employee, the classification level of the employee, the salary of the employee on termination and the period of employment with the Council.

ARTICLE 22 - TIME-OFF FOR ASSOCIATION BUSINESS

22.1 Public Service Labour Relations Board Hearings

22.1.1 Complaints made to the Public Service Labour Relations Board pursuant to of the *Public Service Labour Relations Act*

22.1.1.1 When operational requirements permit, the Council will grant leave with pay:

(a) to an employee who makes a complaint on his own behalf, before the Public Service Labour Relations Board,

and

(b) to an employee who acts on behalf of an employee making a complaint or who acts on behalf of the Association making a complaint.

22.1.2 Applications for Certification, Representations and Interventions with respect to Applications for Certification

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

(a) to an employee who represents the Association in an application for certification or an intervention,

and

(b) to an employee who makes personal representation in opposition to a certification.

22.1.3 Employee called as a witness

22.1.3.1 The Council will grant leave with pay:

(a) to an employee called as a witness by the Public Service Labour Relations Board,

and

(b) when operational requirements permit, to an employee called as a witness by an employee or by the Association.

22.2 Arbitration Board Hearings, Public Interest Commission Hearings and Alternate Dispute Resolution Process

22.2.1 When operational requirements permit, the Council will grant leave with pay to a reasonable number of employees representing the Association before an Arbitration Board, a Public Interest Commission or in an Alternate Dispute Resolution Process.

22.2.2 Employee called as a witness

22.2.2.1 The Council will grant leave with pay to an employee called as a witness by an Arbitration Board, a Public Interest Commission or in an Alternate Dispute Resolution Process, and when operational requirements permit, leave with pay to an employee called as a witness by the Association.

22.3 Adjudication

22.3.1 When operational requirements permit, the Council will grant leave with pay to an employee who is:

(a) a party to the adjudication,

(b) the representative of an employee who is a party to an adjudication,

and

(c) a witness called by an employee who is a party to an adjudication.

22.4 Meetings During the Grievance Process

22.4.1 Subject to operational requirements,

(a) when the Council originates a meeting with a grievor in his headquarters area, he will be granted leave with pay and "on-duty" status when the meeting is held outside the grievor's headquarters area;
(b) when a grievor seeks to meet with the Council, he will be granted leave with pay when the meeting is held in his headquarters area and leave without pay when the meeting is held outside his headquarters area;

(c) when an employee representative attends a meeting referred to in this clause, he will be granted leave with pay when the meeting is held in his headquarters area and leave without pay when the meeting is held outside his headquarters area.

22.4.2 Where an employee representative wishes to discuss a grievance of an urgent nature with an employee who has asked or is obliged to be represented by the Association in relations to the presentation of his grievance, the Council will, where operational requirements permit, give them reasonable leave with pay for

this purpose when the discussions take place in their headquarters area and reasonable leave without pay when it takes place outside their headquarters area.

22.5 Meetings Between the Association and the Council

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

22.6 Stewards Training Courses

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

22.7 Classification of Status of Leave

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

ARTICLE 23 – APPOINTMENT AND TIME-OFF FOR STEWARDS

23.1 The Council acknowledges the right of the Association to appoint employees as stewards subject to the agreement of both parties under clause 23.2 below.

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

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

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

ARTICLE 24-29 - RESERVED

PART II

ARTICLE 30 - LEAVE GENERAL

30.1 For purposes of earned leave credits or other leave entitlements, a day shall be equal to seven decimal five (7.5) hours.

30.2 When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

30.3 Notwithstanding the above, Article 35.2 Bereavement Leave, a day will mean a calendar day.

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

30.5 When an employee has been permitted to liquidate more vacation or sick leave with pay than the employee has earned, and the employee's employment is terminated by lay-off, the employee shall be considered to have earned such leave if at the time of lay-off the employee has completed two (2) or more years of continuous service. Following notice of lay-off, an employee is entitled to liquidate earned leave only.

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

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

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

30.9 Except where specifically provided in this Agreement, an employee shall not substitute one type of leave with pay for another type of leave with pay.

ARTICLE 31 - VACATION LEAVE

31.1 Accumulation of Vacation Leave Credits

31.1.1 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 the employee receives at least seventy-five (75) hours' pay:

31.1.1.1 nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;

31.1.1.2 twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;

31.1.1.3 thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16^{th}) anniversary of service occurs;

31.1.1.4 fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17^{th}) anniversary of service occurs.

31.1.1.5 fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18^{th}) anniversary of service occurs;

31.1.1.6 sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27^{th}) anniversary of service occurs;

31.1.1.7 eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eight (28^{th}) anniversary of service occurs;

31.2 Granting of Vacation Leave

31.2.1 Both parties agree that although vacation leave credits are earned as a matter of right, the scheduling and granting of such leave must be authorized in advance by the Council before such leave is taken. The scheduling and granting of vacation leave should be so arranged as to adequately meet the operational requirements of the Council.

31.2.2 Subject to 31.2.1, an employee may

31.2.2.1 during the first six (6) calendar months of employment be granted vacation leave up to the amount of earned credits;

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31.2.2.2 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 be accumulated by the end of the fiscal year concerned.

31.2.3 If an employee has used more vacation leave than he has earned and his services are terminated for a reason other than death, or lay-off with two (2) or more years of continuous service, the salary over-payment resulting from the

use of unearned vacation leave shall be recovered from the employee by the Council.

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

31.2.5 An employee's vacation shall normally be taken in the first year in which the employee becomes eligible to take it. The Council shall, subject to operational requirements as determined by the Council, make every reasonable effort:

31.2.5.1 to schedule an employee's vacation leave at a time or times requested by the employee; and

31.2.5.2 after October 1st and after consultation with the employee, to assign the employee available vacation periods if the Council has been unable to schedule vacation during the periods preferred by the employee or if the employee has not filed with the Council the employee's preference by October 1st.

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

31.3.1 is granted bereavement leave, or

31.3.2 is granted special leave with pay because of illness in the immediate family, or

31.3.3 is granted sick leave supported by a medical certificate,

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

31.4 Carry-Over Provisions

31.4.1 Employees shall be entitled to carry earned but unused vacation credits over into the following fiscal year to a maximum of two hundred sixty-two decimal five (262.5) hours leave. The 262.5 hours limit may only be exceeded where the Council cancels a previously scheduled period of vacation leave and the employee reschedules the excess for use at a later date or where the employee was unable to schedule or take vacation leave due to operational requirements. Earned and unused vacation leave credits in excess of the 262.5 hours shall be compensated monetarily at the end of the fiscal year at the employee's daily rate of pay in his substantive position unless the employee has been in an acting position for more than six (6) months at the end of the fiscal year.

31.4.2 Notwithstanding paragraph 31.4.1, if on May 14, 2007 or on the date an employee becomes subject to this Agreement after May 14, 2007, an employee has more than two hundred sixty-two decimal five (262.5) hours of unused vacation leave credits, a minimum of seventy five (75) hours per year shall be granted or compensated monetarily by March 31st of each year, commencing

on March 31, 2008 until all vacation leave credits in excess of two hundred sixty-two decimal five (262.5) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay in his substantive position unless the employee has been in an acting position for more than six (6) months on March 31.

31.4.3 On a date agreed to by the parties, the Council shall provide the Association with a detailed summary of annual leave usage, carry-over and draw-down statistics for the AS Group.

31.5 Liquidation of Vacation Leave

31.5.1 Upon application by the employee and at the discretion of the Council, earned but unused vacation leave credits in excess of one hundred twelve decimal five (112.5) hours may be paid at the employee's daily rate of pay in his substantive position unless the employee has been in an acting position for more than six (6) months at the time of the request.

31.6 Recall from Vacation Leave

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

31.6.1.1 in proceeding to his place of duty,

and

31.6.1.2 in returning to the place from which the employee was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled, after submitting such accounts and within such time limits as are normally required by the Council.

31.6.2 The employee shall not be considered as being on vacation leave for any period for which he is to be reimbursed (under sub-clause 31.6) for reasonable expenses incurred by the employee.

31.6.3 When the Council cancels or alters a period of vacation leave which it has previously approved in writing, the Council shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Council may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action, when available, to the Council.

31.7 Leave when Employment Terminates

31.7.1 Except as provided in sub-clause 31.7.3, when the employment of an employee is terminated for any reason, the employee or his estate shall, in lieu of earned but unused vacation leave, 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 employment.

31.7.2 Where the employee requests, the Council shall grant the employee his unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off and the tenth (10th) year of continuous employment in the case of resignation.

31.7.3 An employee whose employment is terminated by reason of abandonment of position is entitled to receive the payments referred to in sub-clause 31.7.1 above if he so requests them in writing within six (6) months following the date upon which his employment is terminated by a declaration by the Council.

31.7.4 Notwithstanding clause 31.7.1, an employee who resigns to accept appointment with an organization listed in Schedules I, IV and V of the *Financial Administration Act* may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

31.8 Advance Payment

31.8.1 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.

31.8.2 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.

31.9 Continuous / Discontinuous Service

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

31.9.2 Grandfathering Provision

Notwithstanding sub-clause 31.9.1 above, an employee who was a member of the bargaining unit on the date of signing of the collective agreement shall retain, for the purpose of "service" and of establishing his vacation entitlement,

those periods of former service which had previously qualified for counting as continuous employment, until such time as his employment is terminated.

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31.9.3 Former Canadian Forces Service

For the purpose of clause 31.1 only, effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall be included in the calculation of vacation leave credits, once verifiable evidence of such service has been provided in a manner acceptable to the Council.

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31.10 An employee shall be credited with a one-time entitlement of thirty seven decimal five (37.5) hours of vacation leave with pay on the first (1^{st}) day of the month following the employee's second anniversary of service.

ARTICLE 32 - DESIGNATED HOLIDAYS

32.1 Subject to sub-clause 32.2, the following days shall be designated as holidays with pay for employees:

(a) New Year's Day,

(b) Good Friday,

(c) Easter Monday,

(d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,

(e) Canada Day,

(f) Labour Day,

(g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,

(h) Remembrance Day,

(i) Christmas Day,

(j) Boxing Day,

(k) one additional day in each year that, in the opinion of the Council, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Council no such day is recognized as a provincial or civic holiday, the first Monday in August, and

(l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

32.2 Clause 32.1 shall not apply to an employee who is absent without pay on both the working day immediately preceding and the working day immediately following the designated holiday.

32.3 Holiday Falling on a Day of Rest

32.3.1 When a day, except Boxing Day, designated as a holiday under sub-clause 32.1 coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal working day following his day of rest. Boxing Day shall be observed on the first normal working day immediately following the calendar day on which Christmas Day is granted as a designated holiday.

32.3.2 When a day designated as a holiday for an employee is moved to another day under the provisions of sub-clause 32.3.1;

32.3.2.1 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

32.3.2.2 work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

32.4 Remuneration for Work on a Designated Holiday

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

32.4.1.1 time and one-half (1 ½) for all hours worked to a maximum of the employee's normal daily scheduled hours of work; and

32.4.1.2 double (2) time for all hours worked in excess of the employee's normal daily scheduled hours of work.

or

32.4.2 Upon request and with the approval of the Council an employee shall be granted a day of leave with pay at a later date in lieu of the designated holiday and pay at time and one-half (1 ½) and double (2) time as the case may be, for all hours worked, in accordance with the provisions of sub-clause 32.4.1.

32.4.2.1 The day of leave with pay at a later date earned under sub-clause 32.4.2 is in lieu of the pay the employee would have been granted had the employee not worked on the designated holiday.

32.4.2.2 The Council shall grant leave earned under the provisions of sub-clause 32.4.2 at times which are mutually acceptable to the employee and to the Council.

32.4.2.3 If any lieu days cannot be liquidated by the end of September of each year, they will be paid off at the employee's daily rate of pay.

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

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

32.4.5 An employee shall be compensated for work on a designated holiday only when the employee is required in advance by an authorized officer of the Council to perform work on a designated holiday; it shall be the Council's responsibility to determine the amount of work to be performed and when the work is to be done.

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

32.4.6.1 compensation at the applicable overtime rate for work on a designated holiday,

or

32.4.6.2 compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting to a maximum of eight (8) hours compensation, at the straight-time rate, in an eight (8) hour period.

32.4.7 An employee who is required by the Council to report for work on a designated holiday but who is able to complete the required work from his place of residence without having to report to his place of work, will be entitled to the greater of:

32.4.7.1 compensation at the applicable overtime rate for work on a designated holiday,

or

32.4.7.2 compensation equivalent to two (2) hours' pay at the applicable overtime rate for each reporting to a maximum of eight (8) hours compensation, at the straight-time rate, in an eight (8) hour period.

32.4.8 When an employee is required to report for work and reports on a designated paid holiday and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

32.4.8.1 an allowance at the kilometric rate normally paid to an employee when authorized by the Council to use his automobile when the employee travels by means of his own automobile

or

32.4.8.2 out-of-pocket expenses for other means of commercial transportation.

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

32.5 Meal Allowance

32.5.1 An employee who is required to work eleven (11) or more consecutive hours on a designated holiday and does so shall be reimbursed for one (1) meal in the amount of ten dollars and fifty cents ($10.50), except where free meals are provided.

32.5.2 For every additional four (4) hour period of continuous work on the designated paid holiday, in addition to the meal allowance provided for in sub-clause 32.5.1, the employee shall be reimbursed for an additional meal in the amount of ten dollars and fifty cents ($10.50), except where free meals are provided.

32.5.3 Reasonable time with pay, to be determined by the Council, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

32.5.4 Meal allowances under this clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

ARTICLE 33 - SICK LEAVE

33.1 Credits

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

33.1.1.1 nine decimal three seven five (9.375) hours for each calendar month in which the employee has received pay for at seventy-five (75) hours and such leave credits shall be on a cumulative basis from year to year.

33.2 Granting of Sick Leave

33.2.1 An employee shall be granted sick leave with pay when the employee is unable to perform his duties because of illness or injury provided that

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

33.2.1.2 the employee has the necessary sick leave credits.

33.2.2 Unless otherwise informed by the Council, a statement signed by the employee stating that because of his illness or injury the employee was unable to perform his duties shall, when delivered to the Council as soon as practicable, be considered as meeting the requirements of sub-clause 33.2.1.1.

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

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33.2.4 Sick leave credits earned but unused by an employee during a previous period of employment with the Council shall be restored to an employee whose employment was terminated by reason of lay-off or end of term appointment and who is reappointed to the Council within one (1) year of the date of termination.

33.3 Advance of Credits

33.3.1 When an employee has insufficient credits to cover the granting of sick leave with pay under the provisions of clause 33.2, sick leave with pay may, at the discretion of the Council, be granted

33.3.1.1 for a period of up to one hundred eighty-seven decimal five (187.5) working hours if the employee is awaiting a decision on an application for injury-on-duty leave, or

33.3.1.2 for periods of up to one hundred twelve decimal five (112.5) working hours if the employee has not submitted an application for injury-on-duty leave, provided that an employee's total sick leave deficit shall not exceed one hundred twelve decimal five (112.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned, or if an employee resigns any salary overpayment shall be recovered by the Council from the employee by other means.

33.3.2 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.

33.3.3 If an employee becomes ill during a period of compensatory leave and such illness is supported by a medical certificate, the employee shall be granted sick leave with pay, in accordance with clause 33.2 and the employee’s

compensatory leave credits shall be restored to the extent of any concurrent sick leave with pay granted.

ARTICLE 34 – RESERVED (STANDBY PAY - Moved to # 41)

ARTICLE 35 - OTHER LEAVE WITH OR WITHOUT PAY

35.1 General

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

35.1.2 Any period of leave without pay of more than three (3) months granted under this article for reasons other than illness, 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, unless otherwise specified in this agreement.

35.1.3 Time spent on such leave shall not be counted for pay increment purposes.

35.2 Bereavement Leave

35.2.1 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 partner resident with the employee), child, (including child of common-law partner), grandparent, grandchild, stepchild, or ward of the employee, father-in-law, mother-in-law. Any other relative permanently residing in the employee's household or with whom the employee permanently resides shall also be considered "immediate family".

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35.2.2 When a member of an employee’s immediate family dies, an employee shall be entitled to a bereavement period of seven (7) consecutive calendar days which must include the day of the funeral or memorial commemorating the deceased. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

35.2.3 An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his son-in-law, daughter-in-law, brother-in-law or sister-in-law.

35.2.4 If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which the employee would have

been eligible for bereavement leave with pay under sub-clause 35.2.2 or 35.2.3, 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.

35.2.5 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances; at the request of an employee, the Council may, after considering the particular circumstances involved, grant leave with pay for a longer period and/or in a different manner than that provided for in sub-clause 35.2.2 and 35.2.3.

35.3 Examination Leave

35.3.1 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 the employee's usefulness to the Council and is not an examination for a completely extraneous subject.

35.4 Court Leave

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

35.4.1.1 to be available for jury selection; or

35.4.1.2 to serve on a jury; or

35.4.1.3 by subpoena or summons to attend as a witness in any proceeding held

a) in or under the authority of a court of justice or before a grand jury of Canada;

b) before a court, judge, justice, magistrate or coroner of Canada;

c) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of his position;

d) 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

e) 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.

35.5 Injury-on-Duty Leave

35.5.1 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 Worker's Compensation Board that the employee is unable to perform his duties because of

35.5.1.1 personal injury accidentally received in the performance of his duties and not caused by the employee's willful misconduct,

35.5.1.2 sickness resulting from the nature of the employee's employment,

35.5.1.3 over-exposure to radioactivity or other hazardous conditions in the course of the employee's employment,

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

35.5.2 When the absence, as a result of injury-on-duty, is less than the applicable Provincial Worker's Compensation Board waiting period, an employee may be granted injury-on-duty leave during the applicable waiting period providing the employee satisfies the Council that he was unable to perform his duties.

35.6 Personnel Selection Leave

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

35.7 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 eighteen (18) weeks after the termination date of pregnancy.

(a) Notwithstanding 35.7(A)(1):

(i) where the employee's new-born child is hospitalized within the period defined in 35.7(A)(1);

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 35.7(A)(1) may be extended beyond the date falling eighteen (18) 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 eighteen (18) weeks.

(b) The extension described in 35.7(A)(1)(a) 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.

35.8 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 35.8(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 maternity benefits pursuant to the *Employment Insurance (EI) Act* or the Québec Parental Insurance Plan (QPIP) 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) following her return to work, as described in (a) above, she will work for a period equal to the period she was in receipt of maternity allowance;

(c) should she fail to return to work in accordance with (a) above with an Employer described in Schedules I, IV and V of the *Financial Administration 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 (b) above, 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 (b) above with an Employer described in Schedules I, IV and V of the *Financial Administration 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 (b) above, 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:

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

However, an employee whose specified period of employment expired and who is rehired by a Schedule I, IV and V Employer of the *Financial Administration Act* within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in (b) above.

(4) For the purpose of 35.8 (A) (3) (b), (c)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 shall interrupt the period referred to in 35.8(A) (3) (b), without activating the recovery provisions described in 35.8(A) (3) (c) and (d).

(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 maternity benefit pursuant to the *EI Act* or the QPIP, 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) At the employee's request, the payment referred to in 35.8(B)(1)(a) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI or Québec Parental Insurance maternity benefits.

(3) The maternity allowance to which an employee is entitled is limited to that provided in 35.8(B)(1) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *EI Act* or the *Parental Insurance Act* in Québec.

(4) The weekly rate of pay referred to in 35.8(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 35.8(B)(4)(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.

(5)

(a) The weekly rate of pay referred to in 35.8 (B)(4) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

(b) Notwithstanding 35.8(B)(5)(a) and subject to 35.8(B)(4)(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.

(6) 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.

(7) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

35.9 Special Maternity Allowance for Totally Disabled Employees

(A) An employee who:

(1) fails to satisfy the eligibility requirement specified in 35.8(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 or the Québec Parental Insurance maternity benefits;

and

(2) has satisfied all of the other eligibility criteria specified in 35.8(A), except 35.8(A)(2) and 35.8(A)(4);

shall be paid, in respect of each week of maternity allowance not received for the reason described in 35.9(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 35.9 and under 35.8 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits pursuant to the *EI Act* or the QPIP had she not been disqualified from EI or the Québec Parental Insurance maternity benefits for the reasons described in 35.9(A)(1) above.

35.10 Maternity-Related Reassignment or Leave

(a) An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Council to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.

(b) An employee's request under sub-clause 35.10(a) above must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order eliminating the risk. Dependent upon the particular circumstances of the request, the Council may obtain an independent medical opinion.

(c) An employee who has made a request under sub-clause 35.10(a) above is entitled to continue in her current job while the Council examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Council:

(i) modifies her job functions or reassigns her,

or

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

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

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

(f) An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Council of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

35.11 Parental Leave Without Pay

(A)

(1) where an employee who becomes a parent through the birth of a child (including the new-born child of a common-law partner) or the adoption of a child according to the laws of the province, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on or after the date of the child's birth or the date of acceptance of custody of the child for adoption.

(2) Notwithstanding (A)(1) above, at the request of an employee and at the discretion of the Council, the leave referred to in (A)(1) above may be taken in two (2) periods.

(B) Notwithstanding (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 one hundred four (104) 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 commencement of such leave.

(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 35.12 (C)(1), for both individuals combined. For the purpose of this paragraph, Public Service means any portion of the Public Service of Canada specified in Schedules I, IV and V of the *Financial Administration 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.

35.12 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:

(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 has applied for and is in receipt of parental, paternity or adoption benefits pursuant to the *EI Act* or the QPIP 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 parental leave without pay, unless this date is modified with the Council's consent;

(b) following the employee's return to work, as described in (a) above, the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in 35.8 (A)(3)(b), if applicable;

(c) should he fail to return to work in accordance with section (a) above with an Employer described in Schedules I, IV and V of the *Financial Administration 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 (b) above, or having become disabled as defined in the *Public Service Superannuation Act*, he will be indebted to the Council for the full amount of the parental allowance he has received;

(d) should he return to work but fail to work the total number of hours as specified in (b) above with an Employer described in Schedules I, IV and V of the *Financial Administration 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 (b) above, or having become disabled as defined in the *Public Service Superannuation Act*, he will be indebted to the Council for an amount determined as follows:

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

However, an employee whose specified period of employment expired and who is rehired by a Schedule I, IV and V Employer of the *Financial Administration Act* within a period of ninety (90) days or less is not indebted for the amount if his new period of employment is sufficient to meet the obligations specified in (b) above.

(B) For the purpose of 35.12(A)(3)(b), (c) 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 period referred to in 35.12(A)(3)(b), without activating the recovery provisions described in 35.12(A)(3)(c) and (d).

(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 weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

(2) for each week in respect of which the employee receives parental, paternity or adoption benefits pursuant to the *EI Act* or the QPIP, the difference between the gross weekly amount of the parental, paternity or adoption benefits he is eligible to receive and ninety-three per cent (93%) of his weekly rate of pay less any other monies earned during this period;

(3) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the QPIP and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.

(D) At the employee's request, the payment referred to in 35.12(C)(1) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI or the QPIP parental benefits.

(E) The parental allowance to which an employee is entitled is limited to that provided in (C) above and an employee will not be reimbursed for any amount that he is required to repay pursuant to the *EI Act* or the *Parental Insurance Act* in Québec.

(F) The weekly rate of pay referred to in (C) above 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 (1) above 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 (F) above shall be the rate to which the employee is entitled for the substantive level to which he is appointed.

(H) Notwithstanding (G) and subject to (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.

(K) The maximum combined maternity and parental allowances payable, taken by a couple employed in the Public Service, shall not exceed fifty-two (52) weeks.

35.13 Special Parental Allowance for Totally Disabled Employees

(A) An employee who:

(1) fails to satisfy the eligibility requirement specified in 35.12(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 or the QPIP benefits;

and

(2) has satisfied all of the other eligibility criteria specified in 35.12(A) except 35.12(A)(2) and 35.12(A)(3) shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in 35.13(A)(1), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his 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 35.13 and under 35.12 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits pursuant to the *EI Act* or the QPIP, had the employee not been disqualified from EI or the QPIP parental, paternity or adoption benefits for the reasons described in 35.13(A)(1) above.

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

35.14.1 An employee shall be granted leave without pay for the care and nurturing of the employee's pre-school age children (including children of common-law partner) in accordance with the following conditions:

35.14.1.1 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;

35.14.1.2 leave granted under this sub-clause shall be for a minimum period of six (6) weeks;

35.14.1.3 the total leave granted under this sub-clause shall not exceed (5) years during an employee's total period of employment in the Public Service;

35.14.1.4 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;

35.14.1.5 time spent on such leave shall not be counted for pay increment purposes.

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

35.15 Leave Without Pay for Personal Needs

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

35.15.1.1 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.

35.15.1.2 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.

35.15.1.3 An employee is entitled to leave without pay for personal needs only once under each of 35.15.1.1 and 35.15.1.2 of this clause during his total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Council.

35.15.1.4 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;

35.15.1.5 Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

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

35.16 Leave Without Pay To Accompany Spouse or Common-Law Partner

35.16.1 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 or common-law partner is permanently relocated by the spouse's or common-law partner's employer and up to five (5) years to an employee whose spouse or common-law partner is temporarily relocated by the spouse's or common-law partner's employer.

35.16.2 Except where the period of such leave is less than three (3) months, the period of leave without pay granted under this sub-clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave which is for a

period of more than three (3) months shall not be counted for pay increment purposes.

35.17 Leave with Pay for Family-Related Responsibilities

35.17.1 For the purpose of this sub-clause, family is defined as spouse (or common-law partner resident with the employee), children (including children of legal or common-law partner), parents (including step-parents or foster-parents). Any relative permanently residing in the employee's household or with whom the employee permanently resides shall also be considered family.

35.17.2 An employee is expected to make a reasonable effort to schedule medical or dental appointments for family members to minimize or preclude his absence from work.

35.17.3 The Council shall grant leave with pay under the following circumstances:

35.17.3.1 When alternate arrangements are not possible, an employee shall be granted leave with pay for a medical or dental appointment when the family member is incapable of attending the appointment by himself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;

35.17.3.2 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;

35.17.3.3 leave with pay for needs directly related to the birth or to the adoption of the employee's child.

35.17.4 The total leave with pay which may be granted under sub-clause 35.17.3.1, 35.17.3.2 and 35.17.3.3 shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

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35.17.5 Seven decimal five (7.5) hours out of thirty-seven decimal five (37.5) hours stipulated in clause 35.17.4 above may be used:

35.17.5.1 to attend school functions, if the supervisor was notified of the functions as far in advance as possible;

35.17.5.2 to provide for the employee’s child in the case of an unforeseeable closure of the school or daycare facility;

35.17.5.3 to attend an appointment with a legal or paralegal representative for non-employment related matters, or with financial or other

professional representative, if the supervisor was notified of the appointment as far in advance as possible.

35.18 Volunteer Leave

35.18.1 Subject to operational requirements as determined by the Council and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the National Research Council Workplace Charitable Campaign.

35.18.2 The leave shall be scheduled at a time convenient both to the employee and the Council. Nevertheless, the Council shall make every reasonable effort to grant the leave at such a time as the employee may request.

35.19 Personal Leave

35.19.1 Subject to operational requirements as determined by the Council and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay for reasons of a personal nature.

35.19.2 The leave shall be scheduled at a time convenient both to the employee and the Council. Nevertheless, the Council shall make every reasonable effort to grant the leave at such a time as the employee may request.

35.20 Leave Without Pay for the Long-Term Care of a Parent

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

35.20.1.1 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;

35.20.1.2 leave granted under this clause shall be for a minimum period of three (3) weeks;

35.20.1.3 the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment with the National Research Council;

35.20.1.4 leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and

from the calculation of service for the purposes of calculating vacation leave;

35.20.1.5 time spent on such leave shall not be counted for pay increment purposes.

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

35.21 Medical Appointment for Pregnant Employees

35.21.1 Up to three decimal seven five (3.75) hours of reasonable time off with pay for each appointment will be granted to pregnant employees for the purpose of attending routine medical appointments.

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

35.22 Other Leave with Pay

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

35.22.1.1 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;

35.22.1.2 every employee who is a qualified elector in municipal elections in Canada, shall, for the purpose of casting his vote on an election day, be excused from his regular duties for a period sufficient to allow the employee three (3) consecutive hours to vote immediately prior to the closing of the polls. In exceptional circumstances where the distance that the employee must travel in order to cast his vote requires more than this time, reasonable time off beyond that provided above may be granted;

35.22.1.3 with reference to federal and provincial elections, excused duty for voting purposes shall be sufficient to allow an employee who is a qualified elector 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.

35.23 Leave With or Without Pay for Other Reasons

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

35.24 Leave Without Pay to Serve as Union President

35.24.1 The Council shall grant leave without pay to an employee who is elected to serve as President of the Association. The Council agrees that if the substantive position of the employee is to be filled, it will be filled on a term basis for a three (3) year period. If the employee ceases to be President either during or at the completion of this initial three (3) year term in office, he shall return to his substantive position.

35.24.2 The employee must provide NRC with a minimum of two (2) months' notice of his intention to return to work.

35.24.3 Should the employee's substantive position no longer exist due to a Workforce Adjustment situation, the employee, at time of return, shall become subject to the Workforce Adjustment Policy.

35.24.4 The period of leave without pay 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 shall not count for pay increment purposes.

ARTICLE 36 - HOURS OF WORK

36.1 The scheduled work week shall be thirty-seven decimal five (37.5) hours from Monday to Friday inclusive, and the scheduled work day shall be seven decimal five (7.5) consecutive hours, exclusive of a lunch period, between the hours of 07:00 hours and 18:00 hours daily with Saturdays and Sundays as days of rest.

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

36.3 Subject to sub-clause 36.1 the Council shall schedule hours of work for all employees so as to meet operational requirements.

36.4 An employee will report his attendance weekly in a manner prescribed by the Council.

36.5 Variable Hours of Work (VHW)

36.5.1 Notwithstanding the provisions of clause 36.1, upon request of an employee and subject to operational requirements as determined by the Council, an employee may complete the weekly hours of work in a period of other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days, the employee works an average of thirty-seven decimal five (37.5) hours per week. Such request shall not be unreasonably denied.

36.5.2 In every fourteen (14), twenty-one (21) or twenty-eight (28) day period, the employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.

36.5.3 Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours of work shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Council to schedule any hours of work permitted by the terms of this Agreement.

36.5.4 The scheduled hours of work of any day as set forth in a variable schedule specified in clause 36.5.6, may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Council and the daily hours of work shall be consecutive.

36.5.5 Such schedules shall provide an average of thirty-seven decimal five (37.5) hours of work per week over the life of the VHW schedule.

36.5.6 The maximum life of a VHW schedule shall be six (6) months.

36.5.7 Whenever the variable hours of work schedule changes or is terminated, all appropriate adjustments will be made.

36.5.8 Specified Application of this Agreement

36.5.8.1 For greater certainty, the following provisions of this Agreement shall be administered as provided herein:

a) **Interpretation and Definitions**

"Daily rate of pay" – shall not apply

b) **Overtime**

Overtime shall be compensated for all work performed in excess of an employee's scheduled hours of work on regular working days or on days of rest at time and three-quarters (1 ¾).

c) **Designated Holidays**

i) A designated paid holiday shall account for seven decimal five (7.5) hours.

ii) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the pay for the hours specified in sub-paragraph (i), at time and one-half (1 ½) up to his regular scheduled hours of work and at double (2) time for all hours worked in excess of his regular scheduled hours.

d) **Traveling**

Overtime compensation referred to in article 46, shall only be applicable on a work day for hours in excess of the employee's daily scheduled hours of work.

e) **Acting Pay**

The qualifying period for acting pay as specified in Article 42 shall be converted to hours.

f) **Scheduled Hours of Work**

Means the daily hours of work in a variable hours of work schedule as determined by the employee and the Council.

g) **Leave**

i) For purposes of earned leave credits or other leave entitlements, a day shall be equal to seven decimal five (7.5) hours.

ii) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

ARTICLE 37 - REST PERIODS

37.1 An employee shall be entitled to receive a paid rest period of fifteen (15) minutes during both the first and second half of his/her normal working day or shift; the Council will not unreasonably withhold these rest periods due to operational requirements.

ARTICLE 38 - RESERVED

ARTICLE 39 - OVERTIME

General

39.1 In this article, "overtime" means authorized work performed by an employee in excess of his normal scheduled hours of work.

39.2 Overtime compensation shall not be paid to an employee attending courses, training sessions, conferences and seminars unless such overtime compensation has been authorized by the Council in advance of the course, training session, conference or seminar.

39.3 Where overtime work is authorized in advance by the Council, an employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.

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

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

39.6 An employee whose services with the Council terminate for any reason, except as provided in clause 39.5, shall be entitled to receive compensation for overtime earned but for which he has not received payment.

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

Assignment of Overtime Work

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

39.8.1 to offer overtime work on an equitable basis among readily available qualified employees,

and,

39.8.2 to give employees who are required to work overtime adequate advance notice of the requirement.

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

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

Overtime Compensation on a workday

39.11 Except for employees to whom the provisions of clause 39.14 apply and subject to clause 39.3, an employee who is required by the Council to work overtime on a normally scheduled working day shall receive overtime compensation at time and one-half (1 ½) for each of the first seven decimal five (7.5) hours of overtime worked by him in excess of his normal work day, and double (2) time for each hour of overtime worked in any contiguous period by him thereafter.

39.12 If an employee is given instructions before the beginning of the employee's meal break or before the midpoint of the employee's work day whichever is earlier, to work overtime on

that day and reports for work at a time which is not contiguous to his work period, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight-time, whichever is the greater.

39.13 If an employee is given instructions, after the midpoint of the employee's work day or after the beginning of his meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight-time, whichever is the greater.

Overtime Compensation on a day of rest

39.14 Subject to clause 39.3

39.14.1 an employee who is required to work on a first day of rest is entitled to compensation at time and one-half (1 ½) for the first seven decimal five (7.5) hours and double (2) thereafter;

39.14.2 an employee who is required to work on a second or subsequent day of rest is entitled to compensation at double (2) time, provided the days of rest are in an unbroken series of consecutive and contiguous calendar days of rest and without the requirement of having worked on the first day of rest.

39.14.3 notwithstanding sub-clause 39.14.2, where at the request of an employee and with the consent of the Council, work to be performed on a first day of rest is rescheduled to be performed on a second or subsequent day of rest, overtime compensation will be paid in accordance with sub-clause 39.14.1.

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

39.15.1 compensation at the applicable overtime rate,

or

39.15.2 compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting to a maximum of eight (8) hours compensation, at the straight time rate, in an eight (8) hour period.

39.16 When an employee is required by the Council to report for work on a day of rest but is able to complete the required work from his place of residence without having to report to his place of work, will be entitled to the greater of:

39.16.1 compensation at the applicable overtime rate;

or

39.16.2 compensation equivalent to two (2) hours' pay at the applicable overtime rate for each reporting to a maximum of eight (8) hours compensation, at the straight time rate, in an eight (8) hour period.

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Monetary Compensation or Leave With Pay

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39.17 Overtime shall be compensated monetarily except where, upon the request of an employee and with the approval of the Council, overtime may be compensated in equivalent leave with pay.

**

39.18 The Council shall endeavor to pay overtime by the fourth (4^{th}) week after which the employee submits the request for payment.

39.19 The Council shall grant compensatory leave at times convenient to both the employee and the Council.

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39.20 Compensatory leave credits earned in a fiscal year and outstanding on September 30 of the following fiscal year, will be liquidated by means of payment 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 at the rate of pay of the employee's substantive position.

39.21 Compensatory leave credits shall be used prior to the use of any vacation leave credits that have accrued or will accrue to an employee during the fiscal year.

Meals

39.22 An employee who works three (3) or more hours of overtime immediately before or immediately following his normal hours of work shall be reimbursed his expenses for one meal in the amount of ten dollars and fifty cents ($10.50) except where free meals are provided.

39.23 An employee who works overtime continuously extending four (4) hours or more beyond the period provided in 39.22 above, shall be reimbursed for one additional meal in the amount of ten dollars and fifty cents ($10.50) except where free meals are provided.

39.24 An employee who is required to work eleven (11) or more consecutive hours on a day of rest and does so shall be reimbursed for one (1) meal in the amount of ten dollars and fifty cents ($10.50) except where free meals are provided.

39.25 For every additional four (4) hour period of continuous overtime, the employee shall be reimbursed, in addition to the meal allowance provided for in sub-clause 39.24, for an additional meal in the amount of ten dollars and fifty cents ($10.50), except where free meals are provided.

39.26 Reasonable time with pay, to be determined by the Council, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to his place of work.

39.27 Meal allowances under this clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

Transportation Expenses

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39.28 When an employee is required to report for work under conditions described in clause 39.12, 39.13, 39.14 or 39.15 and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

39.28.1 an allowance at the kilometric rate normally paid to an employee when authorized by the Council to use his automobile when the employee travels by means of his own automobile,

or

39.28.2 out-of-pocket expenses for other means of commercial transportation.

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

ARTICLE 40 - CALL-BACK PAY

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

40.1.1 compensation at the applicable overtime rate,

or

40.1.2 compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting to a maximum of eight (8) hours compensation, at the straight-time rate, in an eight hour period, provided that the period of time worked by the employee is not contiguous to the previous shift.

40.2 An employee who is called back by the Council to perform work that has not been scheduled in advance but who is able to complete the required work from his place of residence without having to return to his place of work, is entitled to the greater of:

40.2.1 compensation at the applicable overtime rate;

or

40.2.2 compensation equivalent to two (2) hours' pay at the applicable overtime rate for each reporting to a maximum of eight (8) hours compensation, at the straight-time rate, in an eight (8) hour period.

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

40.4 When an employee is recalled to work overtime under the conditions described in sub-clause 40.1, and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

40.4.1 an allowance at the kilometric rate normally paid to an employee when authorized by the Council to use his automobile when the employee travels by means of his own automobile,

or

40.4.2 out-of-pocket expenses for other means of commercial transportation.

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

(OLD ARTICLE 41 – SEVERENCE PAY) moved to number 56

ARTICLE 41 - STANDBY PAY

41.1 Where the Council requires an employee to be available on either primary or backup standby during off-duty hours, that employee shall be entitled to a standby payment of one-half (1/2) hour's pay, at the straight time rate, for each four (4) hours or portion thereof of standby.

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

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

41.4 An employee on standby who is called in to work and who reports for work shall be compensated in accordance with the Call-Back provisions of this Agreement.

ARTICLE 42 - ACTING PAY

42.1 When an employee is required by the Council to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least four (4) consecutive working days, the employee shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for a period in which he acts.

42.2 When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

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

ARTICLE 43 - RESERVED

ARTICLE 44 - PAY ADMINISTRATION

44.1 Entitlement to Pay

44.1.1 Every employee is entitled to be paid for services rendered at one of the rates of pay specified in Schedule 1 for the classification level to which he has been appointed by the Council;

44.1.2 the rates of pay in Schedule 1 shall be implemented as indicated therein.

44.2 Rate of Pay on Initial Appointment

44.2.1 An employee's rate of pay on initial appointment shall not be less than the minimum nor more than the maximum rate of the range of rates applicable to the classification level in the group to which he is appointed by the Council.

44.2.2 An employee who was appointed above the minimum rate during a period where a pay increase becomes retroactive and who is notified in writing at the time of his letter of appointment that a negotiated retroactive pay increase would not apply to him shall, effective from the date of his appointment, have his rate of pay on appointment altered to the rate in the new scale of rates for his classification level which is nearest to but not less than the rate at which he was appointed. Changes in the employee's rate of pay which took place during the retroactive period will also be recalculated on the basis set forth in this paragraph.

44.3 Rate of Pay on Promotion

44.3.1 When an employee is appointed by the Council to a higher classification level, he shall be paid at the nearest rate in the new classification level which gives the employee a salary increase not less than the minimum increment of the higher classification level to which he is being appointed by the Council. If there is no such rate the employee shall be paid the maximum rate in his new scale.

44.3.2 Where an employee who is being paid Acting Pay is promoted to the position for which the employee is receiving Acting Pay, he shall be paid in that position at the rate at which the employee was being paid Acting Pay and the employee's first pay increment in that position shall become due on the date on which it would have become due as if the employee had been promoted to that

position on the date on which he was most recently authorized to receive Acting Pay in that position.

44.4 Coincidences of Effective Date

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

44.4.1.1 the employee shall receive his pay increment;

44.4.1.2 his rate of pay shall be revised in accordance with the general salary revision;

44.4.1.3 his rate of pay on appointment shall be established in the new classification level in accordance with the provisions of sub-clause 44.3.1.

44.5 Pay Increments

44.5.1 Except as provided in sub-clauses 44.5.4 and 44.5.5 of clause 44.5 an employee holding an appointment at one of the classification levels listed in Schedule 1 of this Agreement shall be granted pay increments on completion of the applicable pay increment period until he reaches the maximum rate in the scale of rates for the classification level to which he is appointed.

44.5.2 For the purpose of computing periods of service for pay increments a “month” is a calendar month in which an employee receives pay for at least seventy-five (75) hours. Periods of leave without pay in excess of one (1) month in the case of semi-annual increments, and in excess of two (2) months in the case of annual increments will defer an authorized increment by the number of months of leave without pay except as otherwise provided in this agreement. An increment shall only be authorized for an employee during a period of leave of absence without pay where the leave without pay is for educational or military purposes or election to a full time municipal office has been authorized by the Council or as otherwise provided in this agreement.

44.5.3 Where an employee is appointed on promotion, demotion or from outside the Council to a position in the bargaining unit specified in Article 1 and the appointment is after the date of signing of this Agreement, the pay increment date shall be the first day of the month which is nearest to the anniversary date of the employee’s appointment to his classification level. However, for employees in the classification levels in which semi-annual increments may be provided as shown in the Schedule of Pay to this Agreement, the first increment authorized by the Council shall become effective six (6) months from the first day of the month which is nearest to the appointment date of the employee to his classification level and at six (6) month intervals thereafter.

44.5.4 The Council may deny a pay increment to an employee if it is satisfied the employee is performing the duties of his position in an unsatisfactory manner. Where the Council intends to deny a pay increment the Council shall give the employee notice in writing of this decision at least two (2) weeks and not more than six (6) weeks prior to the date the pay increment would otherwise have been effective had it been authorized.

44.5.5 When an employee appointed to one of the classification levels listed in Schedule 1 of this Agreement is not granted a pay increment on the anniversary date on which a pay increment could normally have been authorized for him, a pay increment may be deferred by the Council to the first day of any month following the month from which the pay increment was deferred, and for subsequent increments in his classification level the employee shall retain the increment date that was applicable to him/her immediately prior to the denial referred to in sub-clause 44.5.4.

44.6 Payment Following Death of Employee

44.6.1 When an employee dies the Council shall pay to the estate of that employee the amount of pay he would have received but for his death for the period from the date of his death to the end of the month in which his death occurred, provided that the employee has been continuously employed in the Public Service for one (1) year.

44.6.2 Any previous overpayment of salary to the deceased employee or any debt owing by him to the Council may be recovered from this payment.

44.7 A new employee shall be issued his first pay through direct deposit as soon as practical.

44.8 If an employee signs and submits to the Council an affidavit stating that he has lost or inadvertently mutilated his pay cheque, the Council shall make arrangements with Public Works and Government Services Canada, to issue a duplicate cheque as soon as possible.

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

44.10 Overtime pay which has been paid to an employee during the period covered by the retroactive general salary revisions (Schedule 1 of this Agreement), will be recomputed and the difference between the amount paid on the old salary scales and the amount payable on the new salary scales will be paid to the employee.

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

ARTICLE 45 - TECHNOLOGICAL CHANGE

45.01 The parties have agreed that in cases where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the Work Force Adjustment Policy concluded by the parties will apply. In all other cases, the following clauses will apply:

45.02 In this Article "Technological Change" means:

(a) the introduction by the Council of equipment or material of a substantially different nature than that previously utilized which will result in significant changes in the employment status or working conditions of employees;

or

(b) a major change in the Council's operation directly related to the introduction of that equipment or material which will result in significant changes in the employment status or working conditions of the employees.

45.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Council's operations. Where technological change is to be implemented, the Council will seek ways and means of minimizing adverse effects on employees which might result from such changes.

45.04 The Council agrees to provide as much advance written notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) days to the Association of the introduction or implementation of technological change.

45.05 The written notice provided for in clause 45.04 will provide the following information:

(a) the nature and degree of change;

(b) the anticipated date or dates on which the Council plans to effect change;

(c) the location or locations involved.

45.06 As soon as reasonably practicable after notice is given under clause 45.04, the Council shall consult meaningfully with the Association concerning the effects of the technological change referred to in clause 45.04 on each group of employees. Such consultation will include but not necessarily be limited to the following:

(a) the approximate number, classification and location of employees likely to be affected by the change;

(b) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

45.07 When, as a result of technological change, the Council determines that an employee requires new skills or knowledge in order to perform the duties of his substantive position,

the Council will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

ARTICLE 46 - TRAVELLING

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

46.1.1 On a normal working day on which the employee travels but does not work, the employee shall receive his regular pay for the day.

46.1.2 On a normal working day on which the employee travels and works, the employee shall be paid:

46.1.2.1 his regular pay for the day for a combined period of travel and work, and

46.1.2.2 at the applicable overtime rate for additional travel time in excess of the employee's normal workday, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate in any day.

46.1.3 On his day of rest or on a designated paid holiday on which the employee travels, 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.

46.2 Clause 46.1 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.

46.2.1 An employee may, subject to the approval of the Council, make an irrevocable election to receive leave with pay in lieu of the compensation provided under sub-clauses 46.1.2.2 and 46.1.3.

46.2.2 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 the Council.

46.2.3 Compensatory leave credits earned but not granted by the end of September of each calendar year will be liquidated by means of compensation by cheque to the employee on the basis of one (1) hour's pay at the straight-time rate for each hour of compensatory leave so liquidated.

46.3 Clause 46.1 does not apply to an employee travelling by means of any type of transport in which the employee is required by the Council to perform work. In such circumstances, the employee shall receive the greater of:

46.3.1 on a normal working day, his regular pay for the day, or

46.3.2 pay for actual hours worked in accordance with the Designated Holidays, Hours of Work and Overtime articles of this Agreement.

46.4 Where an employee is required by an authorized officer of the Council to travel on his days of rest or on a designated holiday to attend a course, conference or seminar, the provisions of clause 46.1 shall apply.

46.5 Where an employee is permitted, but not required, by an authorized officer of the Council to attend a course, conference or seminar, the provisions of clause 46.1 shall not apply, and no compensation shall be payable to the employee for time he travels outside his normal hours of work.

ARTICLE 47 - RELIGIOUS OBSERVANCE

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

47.2 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.

47.3 Notwithstanding clause 47.2, 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 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.

47.4 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 48 - NO DISCRIMINATION

48.1 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, membership or activity in the Association, marital status or a conviction for which a pardon has been granted.

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

48.3 If by reason of paragraph 48.2 a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

ARTICLE 49 - SEXUAL HARASSMENT

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

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

49.3 If by reason of paragraph 49.2 a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

ARTICLE 50 – WORKFORCE ADJUSTMENT POLICY

50.1 The NRC Workforce Adjustment Policy shall form part of this collective agreement and shall be reviewed and negotiated by the signatories to the Policy in accordance with the terms and conditions described in the Policy.

ARTICLE 51 to 55 – RESERVED

ARTICLE 56 - SEVERANCE PAY

**** Effective 4 June 2014 articles 56.8 and 56.9 are deleted from the collective agreement.**

General

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56.1 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefits such as 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.

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56.2 Under no circumstances shall the maximum severance pay provided under this article be pyramided. For greater certainty, payments made pursuant to 56.15 to 56.18 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause. This payment shall also be included in Workforce

Adjustment (WFA) calculations with respect to the maximum total lay-off benefits to which a surplus employee is entitled under the NRC WFA Policy.

56.3 The weekly rate of pay referred to in the clauses below shall be the weekly rate of pay to which the employee is entitled in his substantive position unless the employee has been in an acting position for more than six (6) months on the date of his termination of employment.

Lay-Off

56.4 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.

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

**

56.6 Subject to clause 56.1, in the case of an employee who is laid off for the first time, the amount of severance pay shall be for the first (1st) complete year of continuous employment two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) years or more and less than twenty (20) years of continuous employment, or four (4) week's pay for employees with twenty or more years of continuous employment, plus one (1) week's pay for each succeeding complete year of continuous service and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred sixty-five (365).

**

56.7 Subject to clause 56.1, in the case of an employee who is laid off for a second or subsequent time, the amount of severance pay shall be one week's pay for each completed year of continuous service and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred sixty-five (365), less any period in respect of which he was granted severance pay under 56.6 above.

Resignation

****

56.8 Subject to clause 56.1 and 56.9, an employee who has ten (10) or more years of continuous service is entitled to be paid on resignation from the Council severance pay equal to the amount obtained by multiplying half of the employee's weekly rate of pay on the effective date of resignation by the number of completed years of continuous employment to a maximum of twenty-six (26) weeks.

Retirement

56.9 Subject to clause 56.1, on termination of employment:

(a) an employee who is entitled to an immediate annuity under the *Public Service Superannuation Act*, or when the employee is entitled to an immediate annual allowance under the *Public Service Superannuation Act,*

or

(b) a part-time employee, who regularly works twelve (12) or more hours per week but less than thirty (30) hours a week, and who, if the employee 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 the employee were a contributor under the *Public Service Superannuation Act*, shall be paid a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks.

Death

56.10 Subject to clause 56.1, regardless of any other benefit payable, if an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks.

Termination - Incapacity or Incompetence

56.11 Subject to clause 56.1, an employee whose employment is terminated 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 employment with a maximum benefit of twenty-eight (28) weeks.

56.12 Subject to clause 56.1, an employee who has completed more than ten (10) years of continuous employment and whose employment is terminated for reason of incompetence, shall be entitled to one (1) week's pay for each completed year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

Rejection on Probation

56.13 Subject to clause 56.1, 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 completed year of continuous employment with a maximum benefit of twenty-seven (27) weeks.

**

56.14 Appointment to another Public Service Employer

56.14.1 An employee who resigns to accept an appointment with an organization listed in Schedule I, IV and V of the Financial Administration Act shall be paid all

severance payments resulting from the application of 56.8 (prior to 4 June 2014) or 56.15 to 56.18 (commencing on 4 June 2014).

**

56.15 Severance Termination

a) Subject to 56.1 and 56.2 above, indeterminate employees on 4 June 2014 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred sixty-five (365), to a maximum of thirty (30) weeks.

b) Subject to 56.1 and 56.2 above, term employees on 4 June 2014 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

**

Terms of Payment

**

56.16 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

a) as a single payment at the rate of pay of the employee's substantive position as of 4 June 2014, or

b) as a single payment at the time of the employee's termination of employment from the Council, based on the rate of pay of the employee's substantive position at the date of termination of employment from the Council, or,

c) as a combination of (a) and (b), pursuant to 56.17(c).

**

56.17 Selection of Option

a) The Employer will advise the employee of his years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.

b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.

c) The employee who opts for the option described in 56.16(c) must specify the number of complete weeks to be paid out pursuant to 56.16(a) and the remainder to be paid out pursuant to 56.16(b).

d) An employee who does not make a selection under 56.17(b) will be deemed to have chosen option 56.16(b).

**

56.18 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the AS bargaining unit from a position outside the AS bargaining unit where, at the date of appointment, provisions similar to those in 56.8 and 56.9 are still in force, unless the appointment is only on an acting basis.

a) Subject to 56.1 and 56.2 above, on the date an indeterminate employee becomes subject to this Agreement after 4 June 2014, he shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.

b) Subject to 56.1 and 56.2 above, on the date a term employee becomes subject to this Agreement after 4 June 2014, he shall be entitled to severance payment payable under 56.16(b), equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.

c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 56.16; however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

ARTICLE 57 to 59 – RESERVED

ARTICLE 60 - DURATION, RENEWAL AND AGREEMENT REOPENER

**

60.1 The duration of this Collective Agreement shall be from the date it is signed to 30 April 2015 inclusive and unless otherwise expressly stipulated the provisions of this Agreement shall become effective on the date it is signed.

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

SCHEDULE 1

NATIONAL RESEARCH COUNCIL CANADA

RATES OF PAY

1. Effective 1 May 2011 (1.75%)
2. Effective 1 May 2012 (1.5%)
3. Effective 1 May 2013 (2%)
3. Effective 1 May 2014 (1.5%)

AS - Development Level

From:	31,801	-	44,498	**
1	32,358	-	45,277	**
2	32,843	-	45,956	**
3	33,500	-	46,875	**
4	34,002	-	47,578	**

AS - 1

From:	44,752	46,453	48,148	49,841	52,186	54,639	#
1	45,535	47,266	48,991	50,713	53,099	55,595	#
2	46,218	47,975	49,726	51,474	53,895	56,429	#
3	47,142	48,935	50,721	52,503	54,973	57,558	#
4	47,849	49,669	51,482	53,291	55,798	58,421	#

AS - 2

From:	49,807	51,713	53,615	56,135	58,771	#
1	50,679	52,618	54,553	57,117	59,799	#
2	51,439	53,407	55,371	57,974	60,696	#
3	52,468	54,475	56,478	59,133	61,910	#
4	53,255	55,292	57,325	60,020	62,839	#

AS - 3

From:	53,021	54,992	56,955	59,632	62,434	#
1	53,949	55,954	57,952	60,676	63,527	#
2	54,758	56,793	58,821	61,586	64,480	#
3	55,853	57,929	59,997	62,818	65,770	#
4	56,691	58,798	60,897	63,760	66,757	#

AS - 4

From:	57,215	59,286	61,360	64,246	67,265	#
1	58,216	60,324	62,434	65,370	68,442	#
2	59,089	61,229	63,371	66,351	69,469	#
3	60,271	62,454	64,638	67,678	70,858	#
4	61,175	63,391	65,608	68,693	71,921	#

AS - 5

From:	69,733	72,411	75,195	78,083	#
1	70,953	73,678	76,511	79,449	#
2	72,017	74,783	77,659	80,641	#
3	73,457	76,279	79,212	82,254	#
4	74,559	77,423	80,400	83,488	#

AS - 6

From:	77,408	80,415	83,539	86,786	#
1	78,763	81,822	85,001	88,305	#
2	79,944	83,049	86,276	89,630	#
3	81,543	84,710	88,002	91,423	#
4	82,766	85,981	89,322	92,794	#

Annual increments may be approved up to this rate.

**Semi-annual increments of $240 may be approved to the top of this grade.

PAY NOTES TO SCHEDULE 1

PAY ADJUSTMENT ADMINISTRATION

**

1. Pay Adjustment

   (a) Effective 1 May 2011, rates of pay applicable to employees shall be increased as shown in line 1 and an employee will move to the rate of pay in line 1 which is immediately below his former rate of pay.

   (b) Effective 1 May 2012, rates of pay applicable to employees shall be increased as shown in line 2 and an employee will move to the rate of pay in line 2 which is immediately below his rate of pay.

   (c) Effective 1 May 2013, rates of pay applicable to employees shall be increased as shown in line 3 and an employee will move to the rate of pay in line 3 which is immediately below his rate of pay.

   (d) Effective 1 May 2014, rates of pay applicable to employees shall be increased as shown in line 4 and an employee will move to the rate of pay in line 4 which is immediately below his rate of pay.

GENERAL

2. To calculate the weekly rate of pay, divide the annual rate of pay by 52.176 and round to the nearest cent.

3. To calculate the daily rate of pay, divide the weekly rate of pay by 5 and round to the nearest cent.

4. To calculate the hourly rate of pay, divide the weekly rate of pay by 37.5 and round to the third decimal place.

5. Except as provided in sub-clause 44.2.2 an employee shall be paid in the appropriate scale of rates set out in Schedule 1 at the rate shown immediately below his former rate and shall be deemed to have commenced receipt of the remuneration at the beginning of the period in respect of which it is paid.

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

   (i) "retroactive period" for the purpose of (ii) to (vi) 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 identified in Article 1 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 promotions, deployments, reclassifications, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated on appointment using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate which is nearest to but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision.

(v) for former employees or, in the case of death, for the former employees representatives, the Council shall make payment in accordance with (iii) to such individuals at their last known address by registered mail. If the payment is undeliverable and returned to the Council it will be held for ninety (90) days after which time any obligation upon the Council to provide payment ceases;

(vi) no payment shall be made for one dollar or less.

APPENDIX A

SALARY PROTECTION UPON RECLASSIFICATION AND CONVERSION

Incumbents of positions reclassified downward are eligible for appointment without competition to positions at their former group and level in accordance with the Recruitment and Staffing Policy, Section 2.1. Incumbents who cannot be appropriately appointed will be eligible for salary protection in accordance with the salary protection provisions.

When NRC effects a downward classification to an employee's position, the employee shall remain at the former classification for all pay purposes only unless the employee refuses appointment to a position at the former classification level in the same geographic region.

If an employee refuses such an appointment, the NRC shall appoint the employee at the lower classification level and the appointment shall constitute a transfer to determine the new rate of pay.